

**Statement of James Higgins
(AAMI) in response to General
Requirement**

Volume 1

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**STATEMENT OF JAMES JOSEPH HIGGINS IN RESPONSE TO REQUIREMENT TO
PROVIDE INFORMATION ISSUED TO AAMI INSURANCE DATED 5 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 5 September 2011 and addressed to AAMI.

INSURANCE POLICIES

3. Australian Associated Motor Insurance Limited (AAMI) issues AAMI brand policies. AAMI is part of the Suncorp Group.
4. In accordance with clarification received from the Commission on 5 September 2011, this response relates to policies issued by AAMI and not policies issued by other insurers within the Suncorp Group.
5. Some processes are managed jointly within the Suncorp Group, for example mobile claims response teams handle lodgement of claims for all insurers within the group. Therefore, in responding to the Commission's Requirement to Provide Information directed to AAMI, I have referred to AAMI when the information relates to AAMI only, and to the Suncorp Group when the information applies to all insurers within the Suncorp

Question 1: Please name the relevant home and/or contents policy or policies

6. AAMI 'home and contents' policies for residential properties are as follows:
 - a. Home Building insurance Policy
 - b. Home Contents Insurance Policy
 - c. Fire and Theft Contents Policy
 - d. Landlords Insurance Policy
 - e. Strata Title Landlord Insurance Policy
7. AAMI also issues a number of commercial insurance products such as business insurance which may incidentally provide cover for 'home and contents' (e.g. commercial premises with a residential unit above those premises). Should the Commission require further information in relation to those products, it can be provided

Question 2: Did more than one version of the policy or policies exist? If so:

2.1 Please identify each different version of the policy or policies by reference to the dates for which they subsisted as the relevant policies.

8. The following table sets out the versions and operative date for each policy. The versions listed for each product differ only in respect to aesthetic, marketing related changes. The material content of these product disclosure statements (PDSs) has not changed since the Active Date. The policy terms in relation to flood have not changed between different

versions.

Product	Document ID	Active Dates
Home Building Insurance Policy	PDS A01463 26/12/09 A / National PDS A01463 26/12/09 B / National	30/08/2006 to current date
Home Contents Insurance Policy	PDS A01464 26/12/09 A PDS A01464 18/02/10 A PDS A01464 18/02/10 B	8/07/2007 to current date
Landlord Insurance Policy	PDS A01460 26/12/09 A / National PDS A01460 18/2/10 A / National PDS A01460 18/2/10 B / National	30/08/2006 to current date
Strata Title Landlord Insurance Policy	PDS A01461 26/12/09 A / National PDS A01461 26/12/09 B / National PDS A01461 26/12/09 C / National	30/08/2006 to current date
Fire and Theft Contents Insurance Policy	PDS A01462 18/02/10A PDS A01462 18/02/10B	5/04/2006 to current date

2.2 How did staff of the AAMI identify the correct version of a policyholder's policy and ensure that the correct version of the policy was used in all dealings with a policyholder and his or her claim?

9. As there were no material differences between different versions of each policy, there was no need for staff to identify which version of the policy was used.

Question 3: For each version of the policy or policies:

3.1 What were the terms of cover relevant to damage caused by weather of the kind experienced at the time of the Queensland floods? How were these terms defined?

10. The relevant terms of cover for these policies are as follows.

PDS	Terms of cover
Home Building Insurance Policy Home Contents Insurance Policy	<p><i>"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. Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail."</i></p> <p>[Also] <i>"Impact – sudden and unexpected of any:</i></p> <ul style="list-style-type: none"> <i>• motor vehicle, aircraft, watercraft or space debris.</i> <i>• object falling from a motor vehicle or aircraft,</i> <i>• falling tree or part of a tree,</i> <i>• aeriol, mast, satellite dish which breaks or collapses."</i>

Landlord Insurance Policy Strata Title Landlord Insurance Policy	<p><i>"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. Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail."</i></p> <p><i>"Impact – sudden and unexpected of any:</i></p> <ul style="list-style-type: none"> <i>• motor vehicle, aircraft, watercraft or space debris.</i> <i>• object falling from a motor vehicle or aircraft,</i> <i>• falling tree or part of a tree,</i> <i>• aerial, mast, satellite dish which breaks or collapses."</i> <p><i>"damage or loss occurring during the period of cover caused by ... Flood."</i></p>
Fire and Theft Contents Insurance Policy	<p>Only covers the insured events of fire or theft, therefore there are no terms of cover relevant to the damaged caused by weather of the kind experienced at the time of the Queensland floods.</p>

3.2 (If not covered by 1.3.1 above) Was flood cover included? How was the term 'flood' defined?

- Flood cover is included in AAMI's Landlord Insurance Policy and Strata Title Insurance Policy. In those policies, the term "flood" is not defined as no distinction between flood and other storm, rainwater, stormwater runoff or escaping water is necessary. All are covered under the policies.
- Flood was excluded from AAMI's Home Building Insurance Policies and Home Contents Insurance Policies current at the time of the flood events. Those policies contained the following definition of 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 reservoir, canal, dam or stormwater channel.*

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

3.3 What exclusions or conditions applied to a claim?

- The following exclusions relevant to the Queensland flood events were contained in the differing policies:

<p>Home Building Insurance Policy</p> <p>Home Contents Insurance Policy</p> <p>Landlord Insurance Policy</p> <p>Strata Title Landlord Insurance Policy</p>	<p>Specific exclusions applying to claims under 'Storm and rainwater':</p> <p><i>The cost of cleaning or clearing debris from any pool or spa.</i></p> <p><i>Damage or loss caused by water seeping into or otherwise entering your building due to:</i></p> <ul style="list-style-type: none"> <i>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,</i> <i>building alterations, renovations or additions."</i> <p>General exclusions potentially relevant to wet weather events:</p> <p><i>"You are not covered under any section of the policy for damage, loss, cost or liability caused by or arising from or involving:</i></p> <ul style="list-style-type: none"> <i>mould, wet or dry rot, rising damp or dampness,</i> <i>storm surge, being an increase in sea level that usually occurs with a severe storm or cyclone, tidal wave, tsunami, high tide or other actions of the sea,</i> <i>erosion or washing away of soil, earth or gravel,</i> <i>the washing 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,</i> <i>soil movement or settlement,</i> <i>the moving, shifting or dislodging of any swimming pool, spa and their covers and liners, septic tank or other inground structure unless caused by the insured events of earthquake or impact"</i>
<p>Home Building Insurance Policy</p> <p>Home Contents Insurance Policy</p>	<p>In addition to the above:</p> <p><i>"Damage or loss caused by flood"</i></p>

3.4 What were AAMI obligations in processing and assessing claims?

14. AAMI is an adherent to the General Insurance Code of Practice and endeavours to process claims in accordance with the principles and timeframes in the Code to the greatest extent possible.
15. As to how particular claims are managed, AAMI's approach to claims processing and assessing are set out in the section of the PDS headed "What to do if you need to claim on your AAMI policy" which includes:
 - a. Advice to the customer as to steps to take to make a claim

- b. Proofs of ownership for lost or damaged items AAMI's role in arranging assessment of loss
- c. Basis of settlement – "new for old", and an explanation of what this means in relation to different types of home and contents items
- d. How AAMI decides whether to repair or replace damaged items
- e. Explanation on how to prevent further loss
- f. Advising policyholders of their requirements such as allowing assessors access, obtaining written authority for repairs and how best to assist AAMI in settling claims.

16. The PDSs also advises the customer of the customer's rights where a claim is declined. This is discussed in more detail in my response to Question 26 and following below.

Question 4: Please provide a pro forma copy of each of the policies referred to in answer to the questions at paragraphs 1 – 3 above

17. Attached as Annexure 1 are copies of:

- Home Building Insurance Policy
- Home Contents Insurance Policy
- Fire and Theft Contents Insurance Policy
- Landlord Insurance Policy
- Strata Title Landlord Insurance Policy

INSURANCE CLAIMS

The following questions relate to household insurance claims made as a result of the events comprising the Queensland floods (in December 2010 and January 2011).

Question 5: Did AAMI establish any special processes or procedures in order to manage claims handling?

18. The Suncorp Group established the following processes and procedures to manage claims handling arising from the December 2010 and January 2011 weather events additional to the claims handling processes and procedures employed by the Suncorp Group in handling 'business as usual' claims.

Personal Insurance Corporate Event Response Plan

19. In the management of any catastrophe likely to strain 'business as usual' resources and infrastructure, the Suncorp Group prepares a Personal Insurance (PI) Corporate Event Response Plan. The Event Response Plan provides guidelines of key decisions and actions to consider during an event response. It includes the creation of an Event Leadership Team (ELT) whose purpose is to collaboratively respond to the event in order to ensure consistent communication and governance of critical activities within the Suncorp Group during event response times. Each members of the ELT is responsible for coordinating the response within their respective business unit.

20. The Event Response Plan process is structured around the clear operational phases that a large event tracks through, with each plan tailored to the specific event. Timeframes specified for each step of the process depend on the type of event that occurs. The following table demonstrates how the Suncorp Group responds to different phases of an event.

Event Stage	Operational Phase	Objective
Pre Event	Event Alert	<ul style="list-style-type: none"> • Raise awareness and commence early planning for event • Refresh response models for event type
	Event Imminent	<ul style="list-style-type: none"> • Develop tailored response given current BAU status and likely event impacts
During Event	First Response	<ul style="list-style-type: none"> • Initiate response as planned in line with pre agreed triggers • Clear communication of immediate actions • Focus on managing call volume surge without compromising customer experience or information quality • Firm up fulfilment phase resource plan once scale of event is clear • Consider segregation of claims to specialist claims service team
	Transition	<ul style="list-style-type: none"> • Effectively moving focus from Lodgement to Fulfilment as the call volumes scale down and the processing load increases
	Fulfilment	<ul style="list-style-type: none"> • Focus on fulfilling claims in line with product guidance on PDS coverage, particularly where exclusions may cause adverse public response. • Focus on fulfilling claims quickly while managing claim indemnity cost
Post Event	Finalisation	<ul style="list-style-type: none"> • Focus on finalisation of event claims and transition back to BAU • Focus on timely and accurate reporting of event statistics • Conducting a post incident review to continually improve on Suncorp Group's Event Response Management

21. The decision to declare an Event, which triggers initiation of an Event Response Plan, is made by the Executive General Manager PI Claims after careful consideration of the current and forecast weather situation and likely disruption to normal business operations. Factors that influence this decision include the size, severity and location of the impacted areas and customers.

Customer Response Teams

22. As part of its planning for natural disasters, the Suncorp Group has developed an innovative system of self-sustainable mobile claims centres, which we call CRTs (Customer Response Teams). These CRTs are deployed at the site of a natural disaster immediately after a weather event to provide immediate, on-the-ground claims support to customers. The fleet of dedicated CRT vehicles are able to establish response centres into multiple disaster areas simultaneously anywhere in Australia within 24 hours.
23. CRTs service AAMI, Suncorp Insurance, GIO, Apia, Shannons, Vero and all other Suncorp Group general insurance brand customers. They operate as a coordinated team with immediate decision making abilities to directly service customers face to face at the time when they most need their insurer's assistance and support.
24. These CRTs have the ability to operate entirely independently in the field as they are equipped with mobile generators to power electronics, and communications technology enabling complete claims lodgement and customer service capabilities directly from the disaster area.
25. During the Queensland floods and Cyclone Yasi, the CRTs were deployed to Emerald, Theodore, Toowoomba, Bundaberg, Chinchilla, Dalby, Grantham, Cardwell, Tully, Cairns, Brisbane and Ipswich. Over the four events in Queensland we had approximately 77 claims staff operating in CRTs in the affected regions.

Pre-event Communications

26. Leading into each storm season the Suncorp Group PI Corporate Affairs team prepares a fully integrated communications program. This communications plan continually evolves to take into account learnings from previous storm season responses. It includes government and stakeholder engagement, customer alerts, proactive and reactive media communications and internal communications mechanisms. The plan for the 2010/11 storm season included:

- Group-wide Bureau of Meteorology National Briefing (video conference).
- Community Flood Awareness Roadshows – these events occurred prior to the summer storm season to educate flood prone communities in Queensland about Suncorp's flood cover, details of which were:
 - 8 metropolitan and regional QLD community and stakeholder briefing events;
 - 5 metropolitan and regional NSW community and stakeholder briefing events;
 - 6 metropolitan and regional VIC community and stakeholder briefing events.

Over 300 people attended these roadshows.

27. In that period, we also released 21 print and broadcast articles on related issues.

28. After receiving a Bureau of Meteorology briefing indicating a horror storm season was likely to be experienced in Queensland, ie in excess of a 'usual' summer storm season, the Suncorp Group undertook Storm Season Launches by which it briefed communities about Suncorp's event response capabilities. These activities were:

- 7 media launches (major metropolitan and regional centres)
- 7 regionally tailored media releases
- 27 print and broadcast articles
- 31 political briefings on storm season preparedness and claims risks.

29. Approximately \$500,000 in claims specific advertising was also booked in key at risk communities

Post-event Communications

30. During and following the weather events, the Suncorp Group's PI Corporate Affairs and Marketing teams were heavily involved in managing internal and external communications with customers and relevant stakeholders to ensure that accurate and appropriate messages around policy coverage and claim processes were being delivered. Some of these activities were:

- 42 daily stakeholder updates with latest claims data and response messaging;
- 38 intranet updates with latest claims figures, customer facing messaging and staff support programs;
- Twice daily, then daily co-ordination calls with corporate affairs, internal communications, government relations and investor relations;

- Daily messaging provided to Suncorp Bank branches and regular communications to insurance brokers for their use in communicating with Suncorp Group insurance customers if required;
- Full page colour advertisements in all affected areas with messaging about how to make and help speed up the claim process;
- More than 12 media releases were distributed tailored for each affected region with information about claims numbers, claims processes and locations of Customer Response Teams (CRTs);
- Key PI Claims Managers were sent to affected areas at the height of the events to do government briefings, talk to customers and do media interviews around how customers can speed up or make their claims;
- Twitter and Facebook pages provided customers, media and stakeholders with updates on locations of Customer Response Teams, timing around claims and assessments; and
- Monthly full page ads in metropolitan and regional media updating on claims processes and completion times.

31. Attached as Annexure 2 are copies of media releases and advertisements issued by Suncorp ahead of the 2010/2011 Queensland summer storm season, and in response to the 2010/2011 weather events.

Chronology of Events

32. A chronology of how these processes and procedures were deployed is as follows.

33. On 25 December 2010, the Bureau of Meteorology issued a warning that tropical cyclone Tasha was moving towards the Queensland coastline. The Suncorp Group maintained a watching brief as to the movement of this cyclone over the following few days and, in accordance with standard practice under the Suncorp Group's Event Imminent protocols, relevant teams within the Suncorp Group monitored weather warnings, potential for claims, emergency response activity and any local issues around evacuations, inundations, power outages etc.

Central Queensland Flooding

34. Within days, it became apparent that areas of central Queensland would experience imminent flooding, so we commenced planning for this which included:

- Travel arrangements for assessors being deployed to the affected region;
- General communications to affected customers, e.g. radio reads, newspaper ads, internet messages;
- Resourcing and deployment of CRTs to the affected regions;
- Internal administration around reporting activity for both internal and external stakeholders (e.g. APRA);

- Claim estimation and repair costs – this leads to discussions on repair and supply strategies as well as their current capacity to assist;
 - Claims resources for the call centres and claim management activities, including real estate requirements; and
 - Claims management decisions, e.g. management of flood claims, management of emergency funds to customers, temporary accommodation, use of experts etc.
35. On Wednesday 29 December 2010, the Insurance Council of Australia (ICA) declared a catastrophe in Queensland as a result of the Central Queensland flooding (known as CAT 105). Following this announcement we activated our Event Response Plan and called an Event Leadership Team (ELT) meeting for Friday 31 December. The Suncorp Group also issued a News release that communicated our operational response to the catastrophe.
 36. Throughout Thursday 30 December 2011, we were heavily involved in planning our operational response to the central Qld flooding. This planning included an assessment of potential damage in the affected regions as well as continuing the customer messages through radio and print. We also monitored talkback radio and took steps to respond to issues as they arose. For example, we conducted live interviews on 4BC and ABC radio to advise customers of flood coverage under Suncorp Insurance and how we were responding to the disaster.
 37. The Suncorp Group's Corporate Affairs team set up an official twitter account and connected it to all major media outlets, politicians and industry groups. The account was used to provide updates on claims, CRT locations, provide tips on claims etc as well as monitor any incorrect or negative information about the Suncorp Group's insurance brands that we should respond to.
 38. On Friday 31 December 2010, the Suncorp Group issued an ASX release that provided an update on our claims position and response activity. A further internal update was provided in our ELT during which we decided to deploy our CRTs to the flood affected townships of Dalby and Bundaberg. Over the next couple of weeks we held daily ELTs to provide updates and actions on responding to customers and claims.
 39. On Sunday 2 January 2011, we received reports that various townships across Queensland had experienced significant inundation resulting in evacuations and isolations. By that date, Suncorp Group had received approximately 1,300 claims from the flood affected townships of Emerald, Alpha, Jericho, Barcaldine, Bundaberg, Wowan, Biloela, Theodore, Dalby, Warwick, Chinchilla and Condamine.
 40. On Tuesday 4 January 2011, two CRT units arrived in Bundaberg and one in Dalby (and later in Chinchilla on 8 January). Assessors were initially deployed to Bundaberg and Dalby only, as the other flood affected areas had limited access. We also arranged for emergency funds for insured customers impacted by these floods.
 41. Five of our property assessors went to Bundaberg, four to Dalby and two to Theodore.
 42. The CRTs deployed to Bundaberg were set up at the school grounds at Bundaberg High School. The CRTs were operational by mid morning on Tuesday 4 January 2011 with customers attending to lodge claims or seek insurance advice about flood cover. Customer messages were also communicated through interviews conducted with the regional media outlets (e.g. Channel 10).

43. By Friday 7 January 2011 Suncorp Group had assessed approximately 90% of the claims in Bundaberg and Dalby. This enabled us to start planning our response to Rockhampton and St George, which were by then under threat of flooding.
44. While in Bundaberg we met with the Bundaberg Mayor (Cr. Lorraine Pyefinch), Deputy Mayor (Cr Tony Ricciardi) and Bundaberg Regional Council CEO (Mr Peter Byrne). At these meetings we briefed the Council on the Suncorp Group's response plans, the set up of the CRT locations and provided our contact details for any customer concerns or issues raised with them. We also sought advice from the Council on the worst impacted areas of their city as well as seeking a list of streets and houses that had experienced above floor inundation. This information was provided to our claims teams and assessors so that we could identify significantly impacted customers quickly and start assessing their claims.
45. Over the initial two days in Bundaberg, the CRTs had seen a steady flow of customers across all our brands. Based on the continuing volume of customers using the CRTs, we decided to maintain our presence in Bundaberg for a few extra days. We were also advised that the local Bundaberg radio was advising listeners of our CRT presence at the local High School which reinforced our decision maintain one CRT in Bundaberg.
46. The CRT remained in Bundaberg until Saturday 8 January 2011. At this point, customer usage of the Bundaberg CRT had significantly reduced. Local authorities were granting access to the previously evacuated township of Theodore. Due to the damage suffered in Theodore we set up a CRT base in Biloela and the CRT travelled to Theodore daily to assist customers with claims lodgement.
47. Our second ELT was held on Tuesday 4 January 2011, during which we were advised that the Fitzroy River was going to peak in Rockhampton. On hearing this news a small senior team (myself and Chris Newlan, Head of Corporate Affairs) made plans to travel to Rockhampton the following day.
48. The roads to Rockhampton had been closed and the only road access to the city was from the north via Mackay. Therefore, in order to get to Rockhampton we drove from Bundaberg to Gladstone and then flew to Rockhampton. This decision to go to Rockhampton was in response to several factors:
- a. We needed to critically assess the potential damage so that we could reassess our response strategy if needed.
 - b. We were concerned about general negative discussions about flood coverage which were circulating in the media. We wanted to take the opportunity to send clear messages to our Suncorp Insurance customers around this issue and to encourage them and all other Suncorp Group customers to lodge claims as soon as possible. This was well reported in the media. In addition, we encouraged customer to contact us if they were not sure about their policy coverage and conducted a number of interviews with television channels to communicate these messages.
49. As a part of this communication strategy, we met with the state member for Rockhampton, Mr Robert Schwarten to brief him on our response strategy and deployment of CRTs so that he would be in a position to advise these details to any constituents who were Suncorp Group customers who contacted his office for assistance. We also accompanied Mr Schwarten to one of the Rockhampton evacuation centres where we met with some Suncorp

Group customers, talked to them about the claims process and encouraged them to lodge claims as soon as possible.

50. The restrictions on access to Rockhampton remained for a couple of weeks, which prevented us send our internal assessors to the city and we eventually used external assessors for the claims in Rockhampton.
51. Chris Newlan and I returned to Bundaberg (via Gladstone) later on 5 January 2011, with the intention of travelling to Emerald the next day to communicate the same message to Emerald residents. We also intended redeploying to Emerald the second CRT which had initially been deployed to Bundaberg.
52. On Thursday 6 January 2011, we travelled as far as Biloela where we were informed that the Dawson River had flooded preventing access along our planned route into Emerald. We were advised that the only access to Emerald at this time was from the west, via Barcaldine. At this point we split up the CRT equipment and arranged for the CRT vehicle to be driven to Emerald via Roma, Augathella and Barcaldine (a two day drive). The critical equipment (PCs, data cables etc) was loaded onto a charter plane that we booked and we flew to Emerald with this equipment. We had separately arranged for internal assessors and client managers to travel to Emerald from Brisbane.
53. We arrived in Emerald on the afternoon of 6 January 2011 and set up a temporary CRT site at the Mayfair Motel until a more permanent site was available at the Emerald Recovery Centre. We had also arranged to meet with the Central Highlands Mayor, Mr Peter Maguire as well as Mr Vaughan Johnston, state member for Gregory. In both these meetings we provided information on our CRT presence and the Suncorp Group's operational response to the floods. Again, we provided information and contact details so that each of them would be able to assist constituents who were Suncorp Group customers with any issues they had.
54. To date AAMI has received 152 home claims across central Queensland at a claim cost of \$1.3m. We currently have 20 active claims representing 87% of claims finalised and closed. We have also paid out \$1m on these claims representing 77% paid of the total expected cost. In terms of claims under \$10,000 we have finalised over 90% or 114 claims.
55. Over the January and February months we completed 780 assessments across central Queensland, the majority of which were completed by 18 February 2011. The table below is a summary of our assessing activity and performance for the central Queensland region across all Suncorp Group brands:

Town/Area	Claims Assessed	No of Days	No. of Assessors	Assessing Resource	Majority Completed
Bundaberg, Biloela, Theodore	160	5	6	Internal	07-Jan-11
Dalby, Chinchilla, Warwick, St George	130	6	4	Internal	11-Jan-11
Emerald, Alpha, Jericho	440	6	17	Internal	14-Jan-11
Rockhampton	50	5	2	External	18-Feb-11

South East Queensland Flooding

56. On Monday 10 January 2011 Toowoomba experienced a severe flash flood through the city centre. The Suncorp Group's call centre at Margaret Street, Toowoomba sustained ground level inundation and resultant damage, forcing closure of the call centre until repairs could return the centre to an operational state. While this closure impacted the Suncorp Group's

call centre capacity, it only affected the Suncorp Insurance and GIO brands; our redundancy capacity saw the calls immediately routed to our centres in Brisbane. For AAMI customers, service levels would have been affected but not a customer's ability to get through. AAMI calls are not handled in Toowoomba and the events there had no impact on their service.

57. 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.
58. In order to deal with the closure of the Toowoomba call centre (that services predominantly Suncorp Insurance customers):
 - a. Inbound claims calls were immediately transferred to our Milton call centre site and some interstate call centres.
 - b. We transferred all banking and sales staff based at the Milton call centre, and some from our centre at 160 Ann St, Brisbane to interstate call centres, in order to expand insurance call centre capability at Milton and 160 Ann St. Due to the volume of claims arising from the ongoing weather events, we considered it important to create additional call centre services for insurance customers.
 - c. We attempted to redeploy staff from our Toowoomba call centre to our Milton and Ann Street call centres where possible. In some cases, staff were unable to redeploy due to road closures.
59. Our initial estimates were that the Toowoomba call centre would be re-operational in a few days, and that the above strategies were effective to manage the short-term loss of that call centre capacity. However, as detailed below, that strategy became compromised when the Brisbane River flooded on Wednesday 12 January 2011 resulting in inundation of the Milton call centre and forced evacuation of the temporary capacity established at 160 Ann Street.
60. On Tuesday 11 January 2011:
 - a. We became aware early in the morning of the catastrophic impact of the floods in the Lockyer Valley, in particular Grantham.
 - b. By mid-morning, we were also receiving reports of the impending closure of the public transport system in Brisbane from 2pm that day, which created anxiety among staff as to whether they would be able to get home, retrieve children from school/day-care facilities etc.
 - c. The media was reporting that flooding of low lying areas of Brisbane and surrounding suburbs was imminent, to levels beyond the 1974 floods.
61. A small team of senior claims management, including myself, remained in our Brisbane Square offices from which we coordinated the Suncorp Group's response to these further events as they unfolded. This team remained in the Brisbane CBD for the next five days. We also made the decision to send staff home and by midday on 11 January 2011, most employees had evacuated the city. Once evacuated, the vast majority remained away until Monday 17 January 2011.

62. By this time it was clear that the Milton call centre was under threat of flooding, and we developed contingency strategies for Voice and IVR services for Suncorp Group customers. For AAMI customers these strategies were not necessary as the calls were routed to interstate operations and so they could still talk to a real person when they called AAMI.
63. Our main priority on Tuesday was to get the Toowoomba call centre operational as quickly as possible. These clean-up activities were hampered by access issues and difficulties in getting electrical contractors to the Toowoomba site.
64. Later that day, restoring operations at Toowoomba became even more critical after Energex issued a press release advising of CBD power outages as buildings and substations with potential for inundation would be powered down for damage limitation efforts. As a result of those power outages, we were forced to close the call centre at 160 Ann St.
65. On Wednesday 12 January 2011, we were advised that a number of Suncorp Group buildings were being closed due to the rising river. The situation was made worst at noon when the State Emergency Services (SES) elected, as a safety measure to avoid elevator rescues in flooded buildings, to cut power to lifts in all high rise buildings. This resulted in the closure of Brisbane Square (among others buildings), which required us to move our operational command post to another building that was not impacted by the power outages or flood.
66. By Wednesday afternoon, the Toowoomba call centre site passed electrical, OH&S and IT infrastructure assessments. Even though Ground Floor clean-up operations were continuing, Level 1 was re-opened as a call centre, with approximately 70% of staff back on site. The utilisation of our call centre staff and assessors was hampered by the closure of access roads. Throughout Wednesday afternoon we received a steady volume of calls but were not seeing any substantial increase in call volume.
67. Our experience with call volumes differs between different types of events. For flood events, residents are typically evacuated or displaced and power outages occur – this was the case for the Lockyer Valley and Toowoomba. In these situations we don't typically see an increase in call volumes for a couple of days after the event as residents are returning to their homes and power is being restored (electric phones can't work without power).
68. On Thursday 13 January 2011, the Toowoomba site became fully operational and as the Brisbane River receded throughout the day other sites in the Brisbane CBD became available. We had advised staff to continue to work from home where possible and to limit non-essential travel to the CBD and impacted sites until safe passage to work was certain.
69. We also tried to get a full assessment of claims staff that had been impacted by the floods. We were very aware of the fact that many of our staff had been affected on a personal level by the floods.
70. Over the following week we experienced a significant increase in claim numbers as power was restored to homes and people returned to assess damage to their homes and belongings. As a result we dispatched CRTs and assessors to flood affected areas of Ipswich, Toowoomba and Brisbane. We set up CRTs at the Ipswich Showgrounds, the Toowoomba City Council chambers, the Brisbane RNA Showgrounds and Graceville.
71. We were unable to access Grantham for some weeks because of local authority orders forbidding access, but once that restriction was lifted, we immediately set up a CRT in Grantham.

72. At that time we also had a CRT on standby for deployment to Victoria as that state was experiencing a flood event as well (CAT 113 declared on Monday 17 January 2011).
73. Over the following 8 weeks the Suncorp Group completed approximately 3,920 assessments across the Toowoomba, Lockyer Valley, Ipswich and Brisbane regions with the majority of these being completed by the first week in March. The table below is a summary of our assessing activity and performance for the South East Queensland regions:

Town/Area	Claims Assessed	No of Days	No. of Assessors	Assessing Resource	Majority Completed
Toowoomba/Lockyer Valley	920	16	20	Internal, External & Repairer	28-Feb-11
Ipswich and Brisbane	3,000	20	50	Internal, External, Repairer & NZ Vero Assessors	05-Mar-11

74. As at 1 September 2011, AAMI had:
- received over 1,580 home claims across south east Queensland at a total estimated claim cost of approximately \$31m;
 - finalised and closed approximately 1,260 claims, which is approximately 80% of all claims;
 - paid out approximately \$23m, which is approximately 75% of total expected costs;
 - of claims under \$10,000, finalised and closed 1,100, which is approximately 88% of those claims.
75. An active claim can be one on which repairs are completed but a final account is outstanding from a builder, or one in which major rebuilding work is being undertaken and progress payments are being made. At the other end of the spectrum, we would also have a record of an active claim if a customer telephoned and registered a claim immediately after the flood events but then has not provided claim details.
76. The reasons for some claims remaining active are discussed in more detail later in this response

Cyclone Yasi

77. Although not strictly within the terms of reference of the Commission of Inquiry, it is relevant to note that before the assessment of claims arising from the south east Queensland weather events had been completed, the Suncorp Group's resources were also required to respond to claims arising from Tropical Cyclone Yasi.
78. On 31 January 2011, we received notification that Cyclone Yasi was predicted to hit the mainland on Thursday 3 February 2011 as a Category 4 cyclone. In preparation for this cyclone we dispatched two CRTs to Cairns and Townsville. We also increased our assessing capability by using our national assessing resources from Victoria and NSW as well as working with external assessing firms to bring in resources from New Zealand and the USA.
79. After Cyclone Yasi had crossed the mainland we set up CRTs at Mission Beach, Cardwell and Tully. Due to logistical issues we set up our assessing operations at the Novotel Hotel in Cairns. We utilised 60 assessors for the regional areas impacted by Yasi. At the same time, we were also still assessing the tail end claims in the south east Queensland floods, particularly late lodgements.

80. Over the following weeks the Suncorp Group completed approximately 3,100 assessments across the far north Queensland regions, with the majority of these being completed by the last week in March. The table below is a summary of our assessing activity and performance for the Cyclone Yasi regions:

Town/Area	Claims Assessed	No of Days	No. of Assessors	Assessing Resource	Majority Completed
Cyclone Yasi	3,100	42	60	Internal, Repairer & USA Adjusters	27-Mar-11

81. As at 1 September 2011 AAMI had:
- received over 3,050 home claims for Cyclone Yasi at a total estimated claim cost of approximately \$41m;
 - finalised and closed approximately 2,100 claims, which is approximately 69% of all claims;
 - paid out approximately \$26m, which is approximately 63% of total expected costs;
 - of claims under \$10,000, finalised and closed over 1,800, which is approximately 81% of those claims.
82. The tables below provide a summary of AAMI's claims performance for the four events across Queensland in 2010/11 as at the date of this statement:

Old Event: PI Home Claims as at 1 September 2011	Claims Lodged	Active Claims	Finalised (%)	Total Cost (\$m)	Total paid (\$m)	Finalised (%)	Claims Under \$10,000		
							Lodged	Active	Finalised
PI Central Qld Flooding CAT 105 Loss date/s: 24/01/2010 to 02/01/2011	152	20	86.8%	\$1.3	\$1.0	76.9%	126	12	90.5%
PI Toowoomba/Lockyer Valley Flash Flood CAT 111 Loss date/s: 10/01/2011 to 11/01/2011	260	61	76.5%	\$4.8	\$3.9	81.3%	185	30	83.8%
PI Ipswich/Brisbane Floods CAT 112 Loss date/s: 11/01/2011 to 17/01/2011	1,324	256	80.7%	\$26.2	\$19.4	74.0%	1,066	120	88.7%
PI Tropical Cyclone Yasi CAT 114 Loss date/s: 02/02/2011 to 08/02/2011	3,057	957	68.7%	\$41.0	\$25.9	63.2%	2,307	430	81.4%
Progress	4,793	1,294	73.0%	\$73.3	\$50.2	68.5%	3,684	592	83.9%

83. In addition to the catastrophes that occurred in Queensland in early 2011, there was also significant flooding in Victoria in early February. On 5 February 2011, the ICA declared a catastrophe (CAT 115) for the flooding that was predominantly in Metropolitan Melbourne, but also included impacted regional areas. This placed additional pressures on our claims businesses as we moved assessment teams to Victoria to assist with assessing claims. We also sent a small team of assessors to New Zealand following the earthquake in Christchurch on 22 February 2011.

Outsourcing of management of major building repairs

84. In order to respond to our customers to help rebuild their homes, the Suncorp Group has partnered with Lend Lease, a Project Management and Construction business, to assist with the management of major building repairs.
85. Lend Lease was first engaged by the Suncorp Group in 2006 to assist with the rebuild of homes damaged by Cyclone Larry. Since then, Lend Lease has provided Project Management services to the Suncorp Group during other major disasters. Shortly after the January 2011 floods, the Suncorp Group made the decision to engage Lend Lease to Project Manage the major rebuilds across south east Queensland and far north Queensland (damaged by Cyclone Yasi).

86. This decision was largely driven by the magnitude and geographical spread of the damage as well as the need to ensure proper governance around repair costs, quality of repairs and timeframes to complete repairs. The services provided by Lend Lease include:
- a. Source, manage and co-ordinate the services of building contractors, repairers and other consultants required to assess and repair homes (e.g. engineers);
 - b. Manage the costs of:
 - i. all major home repairs above \$10,000 in the South East Queensland region; and
 - ii. homes damaged by Cyclone Yasi;
 - c. Provide technical advice on building repairs to all stakeholders - customers, builders and AAMI;
 - d. Manage the allocation of repairs to a panel of builders ensuring builder capacity and capability is properly managed and monitored. This also includes the oversight of repair timeframes to ensure appropriate building contract start and finish dates were reasonable and achieved;
 - e. Review the Scopes of Work (SOW) provided by the builder for each repair job, to ensure the job has been properly scoped and priced;
 - f. Ensure all building repairs comply with current building code regulations and guidelines and that materials used in the repair are of the proper quality;
 - g. Ensure proper building contracts are executed, including the review and validation of all building invoices and variations;
 - h. At Practical Completion of the repairs, ensure the appropriate building certificates are completed, and that the customer is satisfied with the repairs and given an opportunity to provide feedback on the repair process.
87. The Lend Lease team was co-located with the Suncorp Event Recovery team at 160 Ann St. This provided direct access between the claims team and Lend Lease team, enabling questions and issues to be resolved quickly and effectively. It also provided a greater level of understanding between both operations that enabled us to achieve the optimal repair and customer outcome.
88. The process under the Suncorp Group's arrangement with Lend Lease is as follows:
- a. Upon a claim being accepted by AAMI as within policy coverage, AAMI would arrange initial assessment of repair and, if estimated at over \$10,000, the claim would be sent to Lend Lease (via unique event mailbox) for allocation to a builder.
 - b. From this point Lend Lease takes over responsibility for the management of the repairs, while the AAMI claims consultant continued to manage the customer (e.g. settling contents claims, paying temporary accommodation, being the contact point for any customer issues).
 - c. Lend Lease would allocate the work to a builder from its panel, based on builders' capacity to take on the work and capability to perform major repairs. Lend Lease

would review the repair quote provided by that builder and provide authority to the builder to proceed to contract stage.

- d. Once the building contract was signed, Lend Lease would give authority to proceed to construction stage. Throughout the repairs Lend Lease would check on progress and ensure timeframes were being achieved. They would also review and approve all building repair invoices and send these to us for payment. AAMI would pay the builders directly.
- e. Lend Lease submitted weekly progress reports to AAMI advising consolidated repair status of all claims under their management.
- f. A monthly Steering Committee meeting was held between Lend Lease and AAMI executive management where repair progress issues were discussed and actions (if any) were agreed.

89. The table below is a summary of the current repair status of all claims managed by Lend Lease as at 1 September 2011:

Lend Lease Repair Status as at 1 September 2011	AAMI	APIA	GIO	Suncorp	Total Claims	% complete	Repair Progress
To Be Allocated	7				7	0.2%	7.8%
Issued to Builder	1	3		19	23	0.8%	
Quote Returned	5	5		76	86	3.0%	
With Suncorp	14	3		90	107	3.7%	
Approved	13	5		82	100	3.5%	92.2%
Repairs Underway	51	58		494	603	21.1%	
Repairs Complete	24	47		344	415	14.5%	
Finalised (CSR)	13	10		126	149	5.2%	
Cancelled	10	12		441	463	16.2%	
Cash Settled	126	78	1	703	908	31.7%	
Total Claims	264	221	1	2,375	2,861	100.0%	100.0%

90. The repairs relating to the central Queensland floods were managed separately by other external Project Managers using the same model. Specifically:
- a. Sergon were appointed to Project Manage the claims in the Central Highlands region (most of which were in Emerald); and
 - b. Senseo to manage the claims along the mid north coast from Rockhampton to Bundaberg (including Theodore).
91. This decision was made prior to the SEQ floods but for the same reasons - the magnitude and geographical spread of the damage.
92. The table below is a summary of the current repair status of all claims managed by the above Project Managers as at 1 September 2011.

Central Old Repair Status as at 1 September	Total Claims	Repair Progress
Issued to Builder	17	3.8%
Repairs Under way (>70% FIN)	199	
Repairs Completed	131	96.2%
Cash Settled	102	
Total Repairs	449	100.0%

93. The 17 claims above that are at "Issued to Builder" status are at various stages of activity and predominantly relate to decisions yet to be made by the insured, e.g. considering cash settlement, doing renovations/upgrades or obtaining their own quote for repairs.

Fast track processes for small claims

94. In the ordinary course, and depending on the nature of the item lost or damaged, in order to process claims for lost or damaged property, AAMI would require:
- For a lost item or damaged item, proof of ownership of the item, such as a receipt and/or proof of details of the item, such as a photograph showing the item;
 - Two quotes confirming the replacement value of the item (for lost items) or for cost of repair (for damaged items).
95. In respect of the central Queensland and south east Queensland weather events, AAMI received 1,377 claims for under \$10,000. These claims were approximately 80% of the total claims lodged for AAMI and typically related to minor repairs or replacement of damaged or destroyed contents items.
96. In order to assist customers settle these claims quickly we initiated a fast track strategy whereby AAMI requested customers to proceed as follows:
- If the repair/replacement cost was up to \$2,000, no quotes were required. We instructed the customer simply to proceed with the repair or replacement and send us the invoice for reimbursement;
 - If the repair/replacement cost was between \$2,000 and \$5,000, AAMI would ordinarily arrange repair/replacement by an authorised AAMI repairer/supplier. For flood claims we instructed to customer to obtain one quote (from a local builder or supplier) and send it to us for authorisation. AAMI would then authorise repair/replacement based on that single quote or cash settle the customer;
 - If the repair/replacement cost was between \$5,000 and \$10,000, AAMI managed the repair through our normal repair and supply management team. There were very few claims in this cost bracket.
97. To promote this strategy we conducted a campaign of outbound calls to customers advising them of the above fast track strategies. These campaigns were designed to inform customers of the fast track process and to follow up their quotes so their claim could be settled.
98. Some claims under \$10,000 remain open as customers contacted us to make a claim but have not yet submitted quotes for the damaged assets. These customers are being contacted on a regular basis to either follow up outstanding information such as quotes or to see if they wish to continue with their claim. For those customers that cannot be contacted,

letters are being sent requesting the information required to settle their claim. Our current telephony reports show that for the last few months our outbound/inbound call ratio was over 140%, meaning we are making more customer outbound calls than receiving inbound calls for this category of claims.

99. AAMI currently has 162 active claims in the under \$10,000 category across Central and SEQ. On review of these claims, the reasons they are still active are:
- We are still waiting on customers to send us the relevant documentation (approximately 56% of active claims);
 - Documents have been recently received from customers and are being reviewed for acceptance and settlement, e.g. fair and reasonable quotes, proof of ownership (approximately 36% of active claims);
 - Claim was recently lodged (approximately 4% of active claims);
 - We are waiting on a call back from the customer to finalise the claim (approximately 3% of active claims); and
 - The claim is a low priority for the customer (approximately 1% of active claims).

Question 6: What changes, if any, were made to staffing levels in order to deal with the volume of claims AAMI received? Were staffing levels found to be adequate to deal with the volume of claims? What training, if any, was given to staff of AAMI involved in processing, assessing and deciding claims relating to the Queensland floods?

100. Over the four major events in Queensland, AAMI received 4,790 claims. The Suncorp Group received over 27,800 claims that were categorised as follows:

Qld Event: PI Home Claims Claim Classification	Major Loss	Assessed	Not Assessed	Small Claims	Uncateg- orised	Total Claims
PI Central Qld Flooding CAT 105 Loss date/s: 24/01/2010 to 02/01/2011	728	175	525	34	290	1,752
PI Toowoomba/Lockyer Valley Flash Flood CAT 111 Loss date/s: 10/01/2011 to 11/01/2011	518	290	911	56	363	2,138
PI Ipswich/Brisbane Floods CAT 112 Loss date/s: 11/01/2011 to 17/01/2011	2,489	695	2,091	308	1,480	7,063
PI Tropical Cyclone Yasi CAT 114 Loss date/s: 02/02/2011 to 08/02/2011	1,801	1,919	10,136	1,003	2,024	16,883
Total	5,536	3,079	13,663	1,401	4,157	27,836

101. The week following the flooding in South East Queensland, the Suncorp Group made the decision to set up a separate Event Recovery team to manage and oversee the rebuilding and settlement of claims. The decision to quarantine the event claims from 'business as usual' claims was critical to the success of our response and recovery effort. We recognised the significance of the program of work that we were about to embark upon and our responsibility to respond to all our customers in their moment of need.
102. Quarantining the event claims also enabled us to minimise disruption to our normal claims business, ie for those customers that were not impacted by the Qld floods. The Qld Event Recovery team also managed the Cyclone Yasi claims that occurred 3 weeks later.

Changes to staffing levels to deal with the claims volume

103. The following changes to staffing levels were made in order to deal with the volume of claims received.

Claims lodgement

104. The Suncorp Group utilised a combination of existing staff, internal staff temporarily transferred from other areas of the business (whose usual positions were then back filled by external temporary staff) and temporary staff supplied by an outsourcing agency.
105. In this way, capacity was increased by 150 consultants, one-third of whom were internal staff temporarily transferred to roles as Lodgement Consultants and two-thirds were temporary staff from an outsourcing agency. These staff were trained in the various Suncorp Group products.

Assessments

106. The Suncorp Group had 24 internal assessors based in Queensland who were called upon to assess flood and Cyclone Yasi claims across all brands. In addition we engaged:
 - a. 26 assessors employed by the Suncorp Group in other Australian states;
 - b. 6 assessors (2 rotations of 3) sourced from Vero New Zealand;
 - c. The services of 3 external assessing companies;
 - d. 15 builders from two external companies to undertake home damage assessments; and
 - e. 20 external contracted staff to assist with general administration and reporting duties in relation to assessments.

Claims management

107. AAMI increased its claims management by approximately 30 staff by:
 - a. redeploying 7 permanent staff to the Event Recovery team and backfilling their positions with temporary staff;
 - b. 6 temporary contractors were trained in AAMI products and placed in the Event Recovery team;
 - c. redeploying 7 permanent managers and leaders to the Event Recovery team; and
 - d. 10 external loss adjusters from a claims management company were contracted to manage claims.
108. In addition to increasing the numbers of staff, the Suncorp Group arranged staff into teams to ensure that claims were handled by staff with the experience and expertise appropriate to the complexity of the claim. In order to ensure that the Event teams had the right balance of experience relevant to the claims being managed, we structured the Event teams as follows
 - Team 1 – managed all major and total losses over \$200,000 for all Suncorp Group brands, as well as flood claims for AAMI. This team is a highly experienced team that was utilised during previous disasters (e.g. Cyclone Larry, Mackay floods, Victoria bushfires) and are permanent staff who ordinarily manage 'business as usual' major loss claims.
 - Team 2 – managed all Apia flood claims.
 - Team 3 – managed all Suncorp claims (flood and Cyclone Yasi) where repair costs were between \$50,000 and \$200,000.

- Team 4 – managed all Suncorp claims (flood and Cyclone Yasi) where repair costs were between \$10,000 and \$50,000.
 - Team 5 – managed all Suncorp claims (flood and Cyclone Yasi) where repair costs were under \$10,000.
 - Team 6 – managed all Suncorp claims (flood and Cyclone Yasi) where repair costs were under \$10,000.
 - Team 7 – managed all Suncorp claims (flood and Cyclone Yasi) where repair costs were under \$10,000.
 - Team 8 – managed all AAMI claims arising out of Cyclone Yasi.
 - Team 9 – managed all Apia claims arising out of Cyclone Yasi.
 - Yasi Field Operations Team – the Suncorp Group operated a satellite team based in Cairns and Innisfail so that we could have a local presence in far north Queensland.
109. Claims in Teams 1, 2, 3, 4, 9 and the Yasi Field Operations Team were managed at a Client Manager level. This means that each claim is allocated to a specific Client Manager, who manages that claim from allocation to completion.
110. Claims allocated to Teams 5, 6, 7 and 8 were managed at a team level. This means that the team is responsible for a batch of claims and team members rather than particular claims being assigned to particular team members.
111. Further details of the roles and accountabilities of staff within Client Managed teams and Team Managed teams are set out in my response to Question 23.

Adequacy of staffing levels to deal with the volume of claims

112. These changes were adequate to deal with the volume of claims received. The Suncorp Group uses its experiences in handling each catastrophic event to identify processes which will improve its service capabilities when the next event occurs. By way of comparison between two like catastrophe events in the same region resulting in similar types of damages:
- a. in the immediate aftermath of Cyclone Larry, customers experienced wait times of three to four hours to lodge claims by telephone. After the Queensland floods and Cyclone Yasi, average wait time was less than 30 minutes; and
 - b. 140 days post-event, the Suncorp Group had finalised 4,500 Cyclone Larry claims. At the same point post-event, the Suncorp Group had finalised almost 7,500 Cyclone Yasi claims.

Training for staff involved in processing, assessing and deciding claims relating to the Queensland floods

113. All temporary staff had insurance experience and in many cases were people who have worked for the Suncorp Group in the past. All newly recruited staff were trained on all of the necessary functions for their role.

Question 7: How could and did policyholders lodge claims? If claims were lodged by telephone, did policyholders do so by calling a freecall number accessible by landline and mobile phone?

- 114. Customers were able to lodge claims:
 - a. By telephone on 13 22 44, a 24 hour freecall number which is accessible by landline and mobile phone
 - b. In writing to a PO box number
 - c. Over the internet at aami.com.au
 - d. In person at an AAMI branch or customer service centre.
- 115. These contact details are stated in the PDS and are available on AAMI's website.
- 116. In addition, as outlined above, the Suncorp Group deployed CRTs to affected areas following the various weather events. AAMI customers were able to lodge a claim by attending a CRT and providing their claim details to a team member. CRT staff are trained and experienced in assisting customers with lodging a claim and have the authority to make an immediate decision on most claim lodgements.
- 117. Information regarding how to lodge claims was also communicated to customers by:
 - a. Media releases, Twitter and Facebook pages confirming the location of CRTs
 - b. Advice to local council members, State politicians etc as to how their constituents could contact AAMI to make a claim.
- 118. The majority of claims (99%) were lodged by telephone.

Question 8: Were there any cases in which AAMI made contact with a policyholder before the policyholder contacted AAMI (whether to make a claim or otherwise)? If so, for what purpose?

- 119. AAMI did not endeavour to contact individual customers about their circumstances, claim entitlements or other issues prior to the customer making contact.
- 120. Suncorp Group representatives did visit evacuation centres and centres where a CRT had been established, to provide information to customers about claims eligibility and processes. The information provided was general in nature rather than being specific to the particular customer's circumstances, and customers with whom contact was made in this way were advised and encouraged to contact a CRT or call centre to lodge a claim or make enquiries about their particular circumstances. AAMI is not aware of any particular contacts with AAMI customers during this process.

Question 9: What information was given to policyholders in their first communication with a representative of AAMI? In particular, what information was given to policyholders (whether voluntarily or in response to queries from policyholders) about:

- 9.1 The terms of the cover provided by their policy;
- 9.2 Making a claim (both as to how a policyholder could make a claim and whether a policyholder should make a claim); and
- 9.3 What to do with damaged property?

If the information given to policyholders varied according to the location of the

insured property, please outline the variations. Please provide a copy of any and all instructions or scripts given to telephone operators.

121. A customer contacting AAMI to lodge a claim would speak to a member of the Claims Assist team (or a CRT team member if they attended a CRT).
122. At this initial contact, the customer would be advised of their coverage level based on their PDS. For example, the customer would be advised whether they had home cover, contents cover or both. Assuming the customer did have a policy with AAMI, the customer was advised to lodge a claim and advised of the location of a CRT if relevant (ie in regional areas where a CRT had been established).
123. No AAMI customer was advised that they could not or were not able to lodge a claim due to policy coverage (ie that the policy had a flood exclusion) as AAMI's standard policy and procedure dictates that a Claims Assist consultant is not authorised or equipped to make a decision on coverage related to flood. AAMI's policy is that this decision must be made by the Claims Management team based on information from an expert assessor.
124. Claims Assist consultants are aware that the AAMI Home Building Insurance Policy and Contents Insurance Policy do not cover flood, and were able to direct the customer to the section in the PDS dealing with flood. However the Claims Assist consultant could not make any decision about whether the customer's circumstances were within the flood exclusion. Claims Assist consultants were trained to encourage customers to lodge a claim regardless of the individual circumstances of the water damage in order to get an assessment and final decision made.
125. The customer would be advised of the following:
 - a. a claims consultant would contact the customer to discuss their claim in detail;
 - b. they would be contacted by an assessor to arrange a time to assess damage;
 - c. the customer was able to remove damaged items, and to make a list of each item and take a photograph of the damaged items and damage to the building.
126. Attached as annexure 3 is a copy of instructions given to Claims Assist consultants in relation to the central Queensland flood events. These instructions were supplemented as further events occurred, for example, advice about the fast track process for small claims was added. Messaging in relation to flood coverage issues was consistent throughout. As recorded in the attached instructions Claims Assist consultants were instructed:

"Please ensure that you advise customers that flood damage is not covered under the AAMI Home policy. However, still lodge the claim, and advise the IO [insured owner] that an assessor will be in contact to discuss the claim".

Question 10: How did a representative of AAMI giving information to a policyholder (whether voluntarily or in response to queries from a policyholder) about matters of the kind referred to at sub-paragraph 9.1 – 9.3, or any other matter concerning the policyholder's policy or claim, ensure that the information provided to the policyholder was accurate and based on the correct version of his or her policy?

127. Each customer's policy information is recorded in AAMI's electronic policy management system. This includes indentifying the PDS version applicable to that customer's policy.
128. Claims Assist (call centre) staff deal with claims lodgement. By accessing the customer's details on the electronic policy management system, a Claims Assist staff member can advise whether a caller has a policy or, for example, that the customer has a car policy but not a home policy.
129. Once a claim is lodged, the claim is allocated to a Client Manager or, for small claims, to a team of Claim Consultants, who will make the decisions on how that claim is to be managed. Customer queries about whether particular claims are covered are dealt with by the Client Manager or Claim Consultant.
130. AAMI representatives who had contact with customers (call centre staff, consultants and claims managers in AAMI's Claims Assist division, and staff in CRTs) are trained in the use of AAMI's electronic policy management system. In dealing with a customer, they would access the customer's file within the policy management system, which identifies the relevant PDS, enabling them to provide information which is accurate for the applicable PDS.

Question 11: Is AAMI aware of any instances of AAMI staff having given incorrect advice in response to queries from policyholders?

131. Details of matters in which customers have complained that incorrect advice was given are outlined in my response to Question 31. Other than those matters, AAMI is not aware of specific instances where staff provided incorrect advice in response to questions from policyholders arising from flood claims.
132. AAMI's Home Building Insurance Policy and Contents Insurance Policy do not cover flood damage but do cover other types of water damage, such as storm and rainwater runoff from areas around the insured site, and water escaping from water mains, drains, pipes, street gutters and guttering. Some customers experienced loss from consecutive or mixed events, for example, a home may have been damaged by both storm water and flood water. Customers whose damage was caused by water overflowing from storm drains rather than flooding over the land, were entitled to cover. This meant that even though the policy excluded flood, it was possible that the customer was entitled to partial or complete cover under another part of their policy, depending on the particular circumstances of their loss.
133. Given the multiple potential causes of damage, it was sometimes difficult for Claims Assist consultants to advise a customer as to whether they would likely have coverage or not based on the limited information which the customer was able to provide when the customer first lodged their claim. Therefore, all AAMI customers were encouraged to lodge claims even if they thought the damage was flood related, so that a complete assessment could be made based on the customer's individual circumstances rather than automatically assuming that no damage was covered.
134. I accept that, as with any large scale catastrophe event, it is possible that some incorrect information or advice may have been provided, however I also believe that AAMI has robust and appropriate processes in place to protect customers where this may occur, including:
 - a. The PDS clearly advises customers of their right to internal review by the AAMI Customer Ombudsman if they are unhappy with any decision made or any aspect of the service they receive from AAMI; and

- b. The PDS also clearly advises customers of their right to external review through the Financial Ombudsman Service.

Question 12: What information was a policyholder required or asked to give AAMI for the purposes of assessing the policyholder's claim? If the information which a policyholder was asked or required to give varied according to the location of the insured property, please outline the variations.

135. An assessor was appointed for each AAMI claim. If the policy was a Home Building Insurance Policy or Contents Insurance Policy, and therefore subject to a flood exclusion, the initial assessment would focus on obtaining information from the customer as to the height of the water, the time and date of flooding and the number of people living at the home.
136. The assessor would also gather some general information as to contents items lost and determine an estimate for future reference and subject to claim determination as to cover.
137. The type of information sought did not vary according to the location of the insured property.

Question 13: Please outline each step, and by whom each step was taken, in the process by which claims were processed, assessed and determined. Please also outline the information relied upon in determining claims.

138. Attached as Appendix 4 is an actual AAMI flood claim (that was declined) that shows the steps involved and timeframes to complete (customer's details have been deleted).

13.1 Were site assessments/inspections carried out? If so:

13.1.1 Were they carried out for every claim or some claims? If the latter, in how many cases were site assessments/inspections carried out?

13.1.2 At what stage of the claims handling process were site assessments/inspections carried out?

13.1.3 Who conducted the site assessments/inspections? What instructions were they given?

139. A site assessment/inspection was carried out for every AAMI home flood claim by customers with a Home Building Insurance Policy or Contents Insurance Policy.
140. The assessment/inspection was carried out at the commencement of the claims determination process. In the majority of cases, inspections were undertaken within days or weeks of the claim being lodged. Most inspections took place during January or February 2011.
141. The site assessments/inspections were undertaken by external loss assessment firm Cunningham & Lindsay Australia Pty Ltd (Cunningham). Attached as Appendix 6 are the written instructions which were provided to Cunningham to carry out the on-site assessments. These inspections were particularly focussed on determining the source of water damage. Cunningham's obtained information from the customer to complete a Flood Questionnaire, a copy of which is also attached in Appendix 6.
142. In some cases, site inspections were also conducted by hydrologists. This is discussed below in my response to Question 13.3.
143. In certain circumstances, factual information beyond that provided by the Cunningham assessment report was required. In those cases, AAMI appointed experienced in-house

property assessors to visit the customer's property and collect outstanding information necessary for the company to correctly determine liability. For example, an AAMI second assessor was often instructed to attend and provide site-specific photographs and site information for underground apartment car parks, which had been inundated by more than one water source (for example, some car parks were initially inundated by drain backflow flooding, before watercourse water over-topped their entry driveways to cause full inundation). Each AAMI assessor who carried out second assessments was instructed verbally, by way of a group training session conducted by the Technical Event Claims Manager and AAMI's solicitor.

13.2 Were any claims declined without site assessments/inspections having been carried out? If so:

13.2.1 In how many cases?

13.2.2 To which areas did the claims relate?

13.2.3 Why were site assessments/inspections not carried out in those cases?

13.2.4 What information was relied upon to determine whether those claims would be accepted or declined?

144. No AAMI home or contents claim was declined on the basis of flood exclusion in the policy without a site assessment/inspection having been carried out.

13.3 Please outline all hydrology information obtained and used/relied upon in determining claims and explain:

13.3.1 Who provided the hydrology information? If AAMI engaged hydrology experts, what did AAMI brief the hydrology experts to do? What instructions, written or oral, were provided to the hydrology experts? Please provide copies of any written instructions.

145. AAMI relied, where relevant, on general area hydrology reports provided by reputable hydrological firms (including WRM) to the Insurance Council of Australia (ICA) which were available for the following regions/cities/towns:

- Brisbane Local Government Area
- Ipswich Local Government Area
- Somerset Area
- Lockyer Valley
- Toowoomba Area
- Emerald
- Rockhampton
- Theodore

146. These general reports provided detailed information about rainfall, watercourse height and flow, and conclusions as to the origins and movement of floodwater.

147. AAMI also used a number of hydrological firms to provide site-specific hydrology reports.

148. Site specific hydrological reports for the Brisbane/Ipswich area were provided to AAMI by WRM Water & Environment Pty Ltd (WRM). WRM also provided hydrological reports in some regional cities such as Rockhampton, Bundaberg and Emerald. In regional areas such as Chinchilla and Dalby, the hydrology firm Alluvium Consulting Australia Pty Ltd (current trading name - Alluvium) was utilised. Where a site-specific hydrology report was commissioned, the hydrologist was briefed to determine the cause of water damage at a particular property.
149. When instructing site-specific hydrological reports AAMI in each instance requested the hydrologist to report on the actual cause of water damage at the site – the predominant question in almost all assessments was whether a watercourse such as a river or creek had overflowed onto the site, or whether solely rainwater runoff (from higher land/catchments) had caused the claimed damage. In some instances AAMI was aware, or believed, that both watercourse water and rainwater runoff water caused damage at the site. In those instances specific instructions were provided to the hydrologist to determine which water affected the site first (and to what inundation height), and which water followed (again, to what height).
150. Hydrologists were also instructed in some instances to determine whether 'drain backflow flooding' (flooding by watercourse water carried by drains into lower areas of land which is separated from the watercourse by higher ground) had occurred. In situations where drain backflow flooding was likely or apparent, hydrologists inspected the site and provided specific conclusions.
151. Hydrological firms were instructed by email which stated the customer's details and attached a copy of Cunningham's first assessment report, which included a 'Flood Questionnaire' which provided key information from the customer regarding the inundation. Copies of all photographs of the site and damage already held on file were also provided to the instructed hydrologist (as sourced both from Cunningham's assessment report and/or the customer). Any other relevant information about the site or known water damage was ordinarily also provided, along with any site-specific assessment instructions.
152. Attached as Appendix 7 are copies of instructions to hydrologists.

13.3.2 How did AAMI ensure that the hydrology information addressed the relevant terms of the applicable policies? In particular, how did hydrology reports relied upon define the terms 'flood' and 'flash flood'?

153. The hydrological firm was provided with a copy of the relevant AAMI home insurance Product Disclosure Statement (PDS) and discussions occurred to explain the relevant aspects of the PDS. It was important for AAMI to ensure that the hydrological firm understood the meaning of key terms within its policies, as these firms often undertook work for multiple insurers, each with their own specialised policy wording. The hydrological firms were advised to differentiate between the effects of storm and rainwater on the individual properties and that of flood from a rising watercourse.
154. AAMI's domestic home insurance policies do not refer to the term 'flash flood'. They instead refer to '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. AAMI's domestic home and contents insurance policies do not cover flood from a rising watercourse. As such, all instructed hydrological firms were clearly informed of the definition of flood within AAMI's domestic home insurance policies.

13.3.3 When the hydrology information was received.

155. As outlined above, site-specific hydrology reports were requested after a site inspection and report by Cunningham had been obtained and initial consideration given to the claim. Once briefed, the hydrology report was generally received within four to eight weeks depending upon the hydrologist's capacity and whether it was necessary for the hydrologist to undertake a site inspection.

13.3.4 When investigations upon which the information was based were conducted.

156. The investigations on which the hydrology expert relied were the assessment report of Cunningham and attached Flood Questionnaire. In the majority of cases, these were completed within days or weeks of the flood event.
157. The hydrologist would also have based opinion on flood data and modelling available to the hydrologist.

13.3.5 Whether the hydrology information related to general areas or regions or specific sites or both. If the first, please identify the areas or regions and provide copies of the information/reports. If the second and third:

13.3.5.1 At what stage of the claims handling process was hydrology information for specific sites requested and obtained?

13.3.5.2 What determined whether hydrology information for a specific site was requested?

158. As outlined above, AAMI relied on both general and site-specific hydrology reports.
159. The ICA commissioned reports other than those for Emerald, Rockhampton and Theodore are publically available on the ICA's website (www.insurancecouncil.com.au).
160. Site-specific reports were obtained after consideration of the general hydrology reports and the outcome of assessment by Cunningham, if that information was not sufficient to determine the cause of damage to a particular site. In particular, if a customer asserted stormwater runoff inundation or drain backflow as a contributing factor to inundation of the property, and general hydrology reports together with the Cunningham assessment was insufficient to determine if either of these did contribute, then a site-specific hydrologist would be engaged.

13.3.6 If the nature of the hydrology information varied according to the location of insured property, please set out the variations.

161. Hydrology reports did vary between geographical regions, and even within the same suburban street, due to a number of factors. Relevant factors included:
- a. the topography of the area;
 - b. the location of the property relative to any watercourse producing floodwaters;
 - c. the location of the property in relation to the stormwater catchment (whether rural or urbanised);
 - d. the actual amount of rainfall experienced at the particular location leading up to and on the date of loss;

- e. the nature of a site's elevation;
- f. elevation of surrounding land and drainage network; and
- g. the nature of the insured home's construction (e.g. high set versus low set.)

Question 14: If any of the processes or information relied upon, outlined in answer to questions in paragraph 13 above, varied according to the location of the insured property, please set out the variations.

- 162. AAMI's claims handling procedures did not vary depending on a customer's location, although the hydrological issues under consideration did (in a broad sense) vary between regions.
- 163. Broadly speaking, the hydrological issues which required consideration for AAMI customers in different locations were as follows:
 - a. **Brisbane and Ipswich metropolitan areas** – in the majority of cases, the origin of floodwater did not require investigation, however if the property first sustained inundation from drain backflow flooding (as distinct from overland flood flow) the damage caused by that initial inundation is potentially covered by AAMI policies. Therefore, any properties where customers reported this occurring received a second property assessment by an AAMI in-house assessor or when required, a hydrologist to assess this.
 - b. **Regional city/town claims** – secondary assessments for drain backflow flooding were undertaken where this phenomenon was reported, however this was less common which is probably a reflection of the often more variable topography within the Brisbane/Ipswich area, and the significant expanses of urbanised (drained underground) areas within those local government areas.
 - c. **Isolated rural homestead claim** – the most common reason for secondary assessments in rural locations was whether rainwater runoff (water that had not yet entered a watercourse) or riverine flood water was the proximate cause.

Question 15: Was any advice other than hydrology information/reports and reports of loss adjustors/assessors obtained and relied upon in determining claims? If so, please identify the nature of the advice.

- 164. The following sources of information were routinely used to assist AAMI to determine its liability for water damage:
 - a. Information provided directly to AAMI by the customer or credible witnesses – customers provided descriptions of events to us when lodging their claim or in subsequent direct communications. For example, where a customer was able to advise the level to which their home was inundated by drain backflow water before then being further inundated by flood water, AAMI used that information to assess what part of the total damage would be covered.
 - b. Wind and rainfall data provided from the Bureau of Meteorology – this official weather data confirmed daily rainfall totals in customers' immediate locations (e.g. a particular suburb of Brisbane), and in cases of storm damage, maximum daily wind speed.
 - c. The Queensland Reconstruction Authority's publically available aerial flood mapping – this mapping, where available, provided clear colour imagery of flood water and flood water inundation areas.

165. We also reviewed claim decisions if later information was provided which changed our assessment. For example, a customer whose flood damage claim had been declined was later able to provide a video showing rainwater runoff inundation. On the basis of that video, we overturned our earlier decline of the customer's claim. We also used that video information as a basis for accepting a number of claims by other customers in the same street.

Question 16: Were policyholders advised of all information AAMI relied upon in determining their claims? If so, was this advice given voluntarily or only if requested? If any piece of information was not provided or withheld for any period of time:

16.1 What was the nature of the information?

16.2 Why was it not provided?

166. For claims that have been accepted (eg where damage was assessed to be the result of rainwater runoff, which is covered by the AAMI Home policy), AAMI advised the customer that the claim had been accepted and of the basis of that acceptance. This would usually be done verbally. Customers whose claims have been accepted are also advised of their right to dispute the settlement of the accepted claim should they be dissatisfied with the basis of settlement offered.
167. For any claim that was declined, AAMI provided the customer with a decline letter setting out the reasons for the decline, referring where relevant to the terms of the PDS and any facts or evidence relevant to the decision to decline, and advising of AAMI's dispute resolution process. Claim decline letters contained clear explanations of AAMI's assessment of the property, any hydrological information relied upon and any relevant aerial flood mapping. A clear explanation as to the reason for the decline was provided, including identifying the watercourse in the case of riverine flooding.
168. Copies of all decline letters sent by AAMI are provided in response to Question 31.

Question 17: Were policyholders given copies of all documents relied upon in determining their claims? If any document was not provided, or withheld for any period of time:

17.1 What was the nature of the document?

17.2 Why was it not provided?

169. For claims that have been accepted, AAMI usually would not provide the customer with copies of the documents relied upon in determining the claim. For those claims:
- a. In relation to the decision to accept the claim, a customer is rarely interested in reasons if cover is confirmed.
 - b. In relation to the claims management process, a large number of documents such as a scope of works, engineer's reports, invoices and reports from the Project Manager may be generated. AAMI does not provide these to the customer but regularly updates the customer as to progress of the claim. Unless some element of the claim is in dispute, it is our experience that customers do not wish to receive copies of documents which simply record the process of the settlement of their claim.
170. If a claim has been declined, or where cover has been confirmed but any element of a claim has been declined, AAMI provided a copy of the assessor's report/s and any site-specific hydrology report. These were provided with the decline letter. AAMI did not provide documents which were in the public domain, such as the hydrology reports commissioned by the ICA which were publicly available on the ICA's website. Where

such a report was relied on by AAMI in determining a claim, the customer was advised of this and advised where a copy of the ICA hydrology report could be obtained.

171. Although we provided the reports, we also provided an explanation for the decision to decline in the decline letter. In our experience a customer finds it more helpful to have a summary of the evidence and our explanation as to why it means that a particular claim is not covered, as compared to providing a report which may be highly technical or which may cover a large volume of material only a small portion of which is relevant to the reasons for denying a particular claim.
172. I am not aware of any instance of a customer requesting their claim file in relation to the flood events. However, if a customer did want to obtain the underlying material on which a claim determination was made, the customer is entitled to make a request under the Privacy Act 1988, which entitles the customer to a copy of any document personal to that customer (subject to some specific exceptions relating to legally privileged or commercially confidential documentation) and customers are also advised of their right to dispute our decline of their claim

Question 18: Were any difficulties encountered in processing, assessing and deciding claims? In particular, did any factors cause delays in this process?

173. The management of a significant volume of claims and repairs does create challenges and complex issues, which can inevitably cause impediments to the claim process. Some of the challenges Suncorp experienced in the four Queensland events is provided below:

Disruption to call centres

174. For a short period of time, Suncorp's operational capabilities were affected by flood damage to our Toowoomba call centre, closure of our Milton call centre due to risk of flooding from the Brisbane River, and closure of our Brisbane CBD premises due to power outages and access restrictions.
175. However, as mentioned in my response to Question 5, the closure of the Toowoomba call centre only affected the Suncorp Insurance and GIO brands. Service Levels for AAMI customers would have been affected but not their ability to get through.

Restricted access to flooded areas

176. Timeframes for assessing claims was also impacted by limited access to various regions. For example, there were access limitations to Rockhampton, Grantham and Cardwell after the events.

Need for site specific reviews

177. In respect of those AAMI policies that do not cover flood damage but do cover other types of water damage, the claims assessment process which AAMI chose to adopt was time consuming as AAMI did not automatically decline claims based on an assumption that because a property was in a particular location, or damage occurred on a particular date, that the damage must have been due to flood.
178. AAMI considered each claim on a case by case basis. Assessors reviewed every house and major contents claim in any situation in which a claim was lodged.
179. In any case in which a customer asserted or suggested that water damage was not caused by flood (ie was caused by another water event), a second on-site inspection was

conducted and a meeting was held with the customer to obtain as much information as possible. The matter was then further reviewed.

180. Where the information obtained by assessment together with the hydrology reports prepared on a locality basis did not definitively confirm the cause of water damage, a site-specific hydrology report was obtained. This process proved resource intensive and time consuming for AAMI and its appointed contractors.

Limited availability of hydrologists

181. The timeframes to get complete and useful hydrological information was a significant issue in our ability to make informed and correct decision on a portion of claims under our AAMI brand, which does not cover riverine flood. The hydrology reports provided by the ICA panel were not sufficient in detail to enable us to make informed decisions on a number of flood claims, particularly in the Brisbane and Ipswich regions. As a result we had to arrange for specific site inspections, which did create an additional delay to our decision making process. Our site specific inspections took on average 4 to 8 weeks to complete, including a review of the additional information.
182. The first requests for specific site inspections were around mid April 2011 and continued until the end of June. The hydrological reports were provided to us between early June 201 to late August 2011.

Ongoing weather events

183. The weather in far north Queensland prevented builders from starting any repair work for almost two months. There was constant rain following cyclone Yasi and repair work was delayed on those homes with roof damage.

Nature of damage

184. Water damaged homes must be allowed to properly dry before any sanitisation or repair work can take place. Homes that are not properly dried before repair work commences can suffer damage later, for example mould which will damage or negate the repair.
185. Because these events resulted in a large number of extensively damaged homes, there were a larger number of homes requiring:
- a. engineering assessments, e.g. as to structural stability;
 - b. reports on damage; and
 - c. a detailed scope of works as to repair.
186. The need for these was much higher than might occur with other kinds of catastrophic events. For example, following the Victorian bushfires, there was little need for these kinds of time-consuming and resource-intensive investigations, because the vast majority of affected homes were completely destroyed, therefore insured claims were paid on a 'total loss' basis without the need for specific assessments. In addition, there were a large number of customers who did not want to return to the affected area and therefore were 'cash settled', i.e. the value of the home was paid rather than the home being rebuilt. These claims are much faster to process and finalise than a claim involving major repair or rebuilding.

187. In contrast, in the Queensland flood claims, there were a high number of damage claims rather than total loss claims (as compared to Victoria) and the majority of customers wanted to rebuild rather than be 'cash settled'. Accordingly, we experienced:
- a. a significant demand for engineering and building assessment services, which impacted on our ability to turnaround reports quickly;
 - b. a high number of longer duration projects, because the time to rebuild is much greater than the time to value a destroyed property and cash settle.
188. In part, we dealt with this by appointing a Project Manager to project management the process of appointing builders to provide a scope of works, review the scope and ensure a Building Services Authority (BSA) compliant contract was entered into to commence the works.
189. There were occasions when this process is delayed because either the customer had discovered additional damage not in the scope of works or damage that may have been inadvertently missed by the builder when the scope was prepared. Some disputes also arose where damage had been assessed to be pre-existing and therefore not covered by insurance.

Changes to council requirements

190. Under our policies, AAMI repairs homes to the latest building standards and local council requirements. Some delays have occurred because:
- a. new building guidelines have been introduced by local Councils, after repairs have been scoped and settlement costs agreed;
 - b. in some cases, local Councils are yet to formalise their requirements;
191. Further, in the Lockyer Valley, the Regional Council is offering a 'land swap' opportunity, and some customers have been waiting to assess their options under that arrangement before making a decision as to rebuilding on their existing land or participating in the land swap offer.

Customer related issues

192. We have experienced occasions where customers refused to move into temporary accommodation during the repairs. Because of the extent of the damage these repairs cannot start until the customers move out.
193. We have some customers who have minor damage claims whose claims would be dealt with under the fast track process outlined above, but who have delayed, or are yet to provide, the one quote requested to process the claim. We understand that for some customers, a small claim may not be a high priority for them, so we leave the claim open until the quote is received. For that reason, there are a number of minor damage claim files still open.
194. While most of the claims were lodged within a few weeks of the various events, we continue to receive claims for these events, particularly for the Brisbane/Ipswich floods and Cyclone Yasi. Most of these claims are minor in terms of damage but we have received, and continue each month to receive, a small number of claims notwithstanding many months have passed since the flood events.

195. In managing over 27,800 claims, including 6,000 major rebuilds across all Suncorp Group brands, occasionally there were claims that didn't follow the proper process and therefore needed to be reviewed. There were also occasions where customers would question certain activity or behaviour from builders that would cause us to stop further progress on the claim until the issues raised could be investigated.
196. Lastly, it is our experience during major repairs or rebuilds that some customers take the opportunity to improve their homes at the same time that the insurance repair is taking place. For example, some customers want to make structural changes to their homes and want the same builder to do the insurance repair as well as the renovation or building modification. In these cases, we need to carefully manage the insurance related costs from both the customer and builder's perspective.

Question 19: How does the volume of claims AAMI received, and the timeliness with which they have been decided, compare with (a) 'business as usual' and (b) other recent natural disasters?

197. In any given year the average number of Home claims managed by the Suncorp Group is approximately 50,000 to 60,000 with an estimated average claim life of 90 days (from lodgement to any recoveries). Over the December 2010 to February 2011 period the total Home claims under management by the Suncorp Group increased rapidly to approximately 130,000.
198. The average life of claims outside of catastrophic event periods is approximately 90 days (from lodgement to any recovery). However, there is significant variation from claim to claim. A home burglary claim involving a small number of items generally would be finalised within a few weeks. A claim for major repairs caused by a house fire would take at least four months, reflecting the time required for the construction work to be done.
199. In a catastrophic event the timing of lodgement to repair to final closure of claim can be anything between four and nine months. As outlined in my response to Question 18, this reflects many factors not necessarily related to Suncorp capacity constraints and outside Suncorp's control, which contribute to the long tail nature of these claims.
200. Attached in Annexure 8 is a comparison of the steps required and the time taken from lodgement to finalisation of:
 - a. a claim arising from the Brisbane flood,
 - b. a working loss (normal) claim; and
 - c. a natural hazard claim (non disaster situation).
201. These examples are drawn from both Suncorp and AAMI. The processes and claim durations are comparable across both brands.

Question 20: Were policyholders kept informed, or have they been kept informed, of the progress of their claims in accordance with the standards stipulated in the General Insurance Code of Practice? How did or does AAMI monitor whether those standards are adhered to?

202. AAMI is committed to the principle expressed in section 4.2 of the Code to "respond to catastrophes and disasters in a fast, professional and practical way and in a compassionate manner".
203. Section 4.3 of the General Insurance Code of Practice recognises that in responding to a disaster or catastrophe, it may not be possible for an insurer to meet all of the standards

in the Code. AAMI believes that it would not be appropriate to sacrifice proper consideration of claims purely to meet claims handling deadlines which the Code recognises may not be possible following catastrophic events.

204. Given the catastrophic nature of the Queensland flood events, the Suncorp Group sought, and obtained, agreement from the Financial Ombudsman Service (FOS) for the following revised claim decision making timeframes under the Code:

Code section	Code timeframe (business days)	Revised timeframe (business days)
3.2.1: Within 10 business days of receiving your claim, we will: 1. notify you of the detailed information we require to make a decision on your claim 2. if necessary, appoint a loss assessor/loss adjuster; and 3. provide an initial estimate of the time required to make a decision on your claim.	10	20
3.2.2: If we decide to appoint a loss assessor/loss adjuster and/or investigator, we will notify you within 5 business days of appointing them.	5	10
3.2.3: We will keep you informed of the progress of your claim, at least every 20 business days.	20	40
3.2.4: We will respond to your routine requests for information within 10 business days.	10	30

205. When the assessment of a claim required additional time, AAMI endeavoured to keep the customer informed of progress of the claim in the timeframe in Code section 3.2.3.
206. Although the revised timeframes were in place AAMI tried to operate to the normal Code timeframes as much as possible. In the early stages after the events, AAMI informed customers of the revised timeframes, however our main focus was to return to normal timeframes as soon as possible to manage customer expectations. AAMI was able to operate within the normal Code timeframes by mid May 2011.
207. Our Claims system allows the business to track claim progress by 'activities'. Automatic and manual activities can be generated on any claim to prompt the relevant person, team or department to complete the next action on the claim. These activities have priorities based on the claim or action required (e.g. emergency situations are marked as urgent). Activities also have automatic timeframes set based on the type of activity, and will automatically escalate to a supervisor or similar if the activity is not completed within the required timeframe. The ability to track the progress of a claim enables us to maintain compliance with the timeframes in the Code.
208. The following system triggers were utilised to ensure Code timeframe compliance

On our main 'Claim Centre' system

- The relevant team was notified of action required through system prompts. System prompts throughout the claim process are maintained and monitored to ensure the customer is kept informed.

- The Claim Centre system allows the business to track claim progress by 'activities'. Automatic and manual activities can be generated on any claim to prompt the relevant person/team/department to complete the next action on the claim.
- Activities have priorities based on the claim/action situation (e.g. emergency situations are marked as urgent).
- Activities have automatic timeframes set based on the type of activity, and will automatically escalate to a supervisor or similar if the activity is not completed within the required timeframe.

On our legacy 'CMS' system

- Claim data was exported from mainframe system (Cogen) and assessment management sites into purpose built spreadsheets to enable tracking of claim progress.
- Manual 'diaries' were created in Protect system to prompt the relevant processing person/team/department to complete the next action on the claim.

Operational Processes

- Operational team leaders and managers checked their team's 'activities to complete' daily and re-prioritise or re-allocate work where necessary to ensure that timeframes were duly met.

AAMI acknowledges that given the sheer volume of large loss claims received during a short period of time, there would have been instances in which section 3.2.3 of the Code may not have been complied with. However:

- in the majority of cases, service calls were well within the 40 business day period agreed with FOS;
- in many cases, these calls were more frequent than the amended Code requirements; and
- many customers would also proactively contact AAMI.

Question 21: Was the position adopted by a reinsurer communicated to policyholders at any stage? If so, why?

209. AAMI's claim determination decisions are made on the basis of our customer's entitlement under the terms of the policy in place as between AAMI and our customer. Decisions are not influenced or dictated by any position adopted by any reinsurer.
210. The position of reinsurers is not communicated to customers. Reinsurance arrangements are commercially confidential and are a matter between AAMI and its reinsurers.

Question 22: By what means did or do representatives of AAMI contact policyholders (for example, by mail, email, landline, mobile phone)? By what means were policyholders whose claims have been determined, informed of the outcome of their claims? Were all policyholders whose claims have been determined, informed of the outcome of their claims in writing?

211. When a customer first makes a claim, AAMI confirms the customer's existing contact details and the customer's preferred method of contact – either mobile phone, landline, email or mail. In the vast majority of cases, contact would be by telephone or email.

212. Where a claim has been accepted, the customer would usually be advised of the acceptance verbally, ie by phone.
213. If AAMI declines a customer's claim or an aspect of the customer's claim, we verbally advise the customer of this outcome and send a letter outlining the reasons and basis for declining the claim and advising the customer of AAMI's dispute resolution process. AAMI's preferred approach is to give the customer verbal notification before they receive the decline letter, however if we have been unsuccessful in contacting the customer by telephone after a number of attempts, the decline letter will be sent without verbal notification being given.
214. If we cash settle a major or total loss claim, a deed of release would normally be signed. Therefore, communication would be in writing.

Question 23: By what means could or can policyholders find out about the progress of their claims or otherwise discuss their claims with a representative of AAMI? If by telephone, could or can policyholders contact AAMI by calling a free call number accessible by landline and mobile phone? Could or can a policyholder contact the person responsible for handling his or her claim directly?

215. AAMI's claims lodgement service is staffed 24 hours a day, 7 days a week on a toll free number. Customers can call the toll free number for the cost of a local call from any landline in Australia.
216. In relation to progress of their claim, AAMI customers affected by the Queensland floods could contact us by the following phone numbers:
- a. The normal AAMI claims toll free number 13 22 44. These calls were answered by the AAMI switchboard and then sent to the relevant area in AAMI according to the customer's inquiry.
 - b. For a customer with a claim being managed by a Client Manager, the customer was able to phone their Client Manager's direct number. If the call was unanswered, the call would transfer to another Client Manager with the same skill sets. Normal calls costs were incurred, however where the customers were concerned about cost we would arrange to call them back.
 - c. In addition to the above, customers could also send an email for flood claims to either myclaim@suncorp.com.au (serviced both Suncorp and AAMI) or sqhomeclaims@aami.com.au and we would make arrangements to call them back. If the inquiry was related to the cyclone then they could send an email to aamiasihomeclaims@suncorp.com.au.

217. Claims are handled in two ways:

Team managed (TM) claims

218. Staff are responsible for a batch of claims rather than individual claims being allocated to particular team members. Prompts and bringups within the Suncorp Group's electronic management system produce an activity. For example, when customer documents are centrally received and scanned into the Claim system, an activity is generated (e.g. *review customer correspondence*) with set date for the activity to be actioned.
219. Activities are reviewed daily for those that are required to be actions that day. These

activities are allocated to teams from them to be completed.

220. A customer with a team managed claim is given a team number and calls are allocated to any team member available when a customer call comes through. In relation to the Queensland floods, teams of this kind were set up to manage lower value, less complex claims.

Client managed (CM) claims

221. A claim that is Client Managed means the claim is allocated to a particular Client Manager who becomes the customer's point of contact and retains the claim through to finalisation. The Client Manager is responsible for the outcome of the claim and the customer's experience. The customer is given a direct telephone number and email address for the Client Manager responsible for their claim.
222. If a customer telephones and their Client Manager is not available, the call diverts to another Client Manager in the team, who will respond to the customer's query if it is routine, or will take details and arrange for the allocated Client Manager to take the appropriate action.

Question 24: Are all telephone calls between policyholders and representatives of AAMI recorded? Were all telephone calls between policyholders and representatives of AAMI which took place in December 2010 and January 2011 recorded?

223. AAMI does not record telephone calls either at the time of lodgement or during the management of the claim. The only exception is if a claim has been referred to the investigation section because of possible irregularities. On these occasions, the customer is advised at the time the call is made, that the call is being recorded.

Question 25: How has AAMI responded to requests for copies of recordings or transcripts of telephone calls between policyholders and representatives of AAMI?

25.1 Have any copies of recordings/transcripts been provided to policyholders (or their legal representatives) in response to such requests? If so, in how many cases?

224. No copies of recordings/transcripts have been provided as no recordings have been made.

25.2 Have any such requests been refused or not responded to? If so:

25.2.1 In how many cases?

25.2.2 In the case of requests that have been refused —why have such requests been refused?

225. AAMI does not have any record of how many (if any) requests for copies of recordings or transcripts of recordings may have been received.
226. I am not aware of any request for a recording or transcript of a telephone call to AAMI which has not been responded to.

Question 26: In what circumstances were policyholders advised of their entitlement to

make a complaint or request a review of a decision through the internal dispute resolution process?

227. If a claim was lodged and AAMI made a decision to decline or partially decline the claim, AAMI advised the customer verbally by telephone. A letter was also sent which set out the reasons and basis for that decision. That letter set out the customer's rights under AAMI's internal dispute resolution (IDR) process.
228. If a claim was accepted and a dispute arose in the course of the claim as to a particular item being claimed, or the customer had a complaint of a customer service nature, the claims manager would verbally advise the customer of their right to escalate the dispute to the IDR process.

Question 27: Please outline each step, and by whom each step was or is taken, in the process which AAMI employed or has employed in responding to complaints and/or disputes in the internal dispute resolution process. Please also outline the information considered and relied upon in determining complaints/or disputes.

229. AAMI's dispute resolution process involves three steps, operational (frontline) level, the Internal Dispute Resolution (IDR) team and external review by the Financial Ombudsman Service (FOS).
230. At operational level, frontline staff members are required to refer unresolved complaints to a team leader or technical services officer who is required to review and attempt to resolve the complaint.
231. If unable to be resolved, the complaint must be elevated to the IDR team. The IDR team reviews complaints by customers for all Suncorp Group general insurance brands including AAMI Home, Contents, Landlords and Strata Title Landlords policy customers. It is independent of the AAMI claims team. Its decisions are binding on the claims team and cannot be challenged by AAMI.
232. The IDR team contacts the customer, considers all of the information on the AAMI file including expert and other reports, any written or verbal information provided by the policyholder, the terms of the policy of insurance, relevant legislation and insurance principles, previous determinations from the Financial Ombudsman Service (FOS), what is fair and reasonable in all the circumstances and good insurance practice.
233. If the IDR decision is to overturn the claims decision, the decision is binding on AAMI and the claim is referred back to the claims consultant for settlement.
234. If the IDR decision is to uphold the decline, a final decision letter is sent to the customer advising of the IDR decision and advising of the customer's right to a review by the FOS.
235. This is the process which was followed with any disputes in claims arising out of the Queensland floods.

Question 28: Were written responses given in response to all complaints/disputes?

236. Written responses (final decision letters) were provided by the IDR team to all unresolved complaints elevated for an IDR review.

Question 29: Were policyholders advised of all information upon which AAMI relied in determining their complaints/disputes? If so, was this advice given voluntarily or only if requested? If any piece of information was not provided or withheld for any period of time:

29.1 What was the nature of the information?

29.2 Why was it not provided?

237. As outlined above, if a claim was declined or partially declined, AAMI advised the customer in writing, setting out the reasons for the decline and either referring to or quoting relevant parts of any reports or other information relied on in making that decision. This information was provided voluntarily.
238. Similarly, if a claim was referred to IDR and the IDR team upheld the decline, a letter was sent to the customer setting out the reasons for that decision.
239. Save as set out in my response to Question 30, information was not withheld.

Question 30: Were policyholders given copies of all information relied upon in determining their complaints/disputes? If any information was not provided, or withheld for any period of time:

30.1 What was the nature of the information?

30.2 Why was it not provided?

240. Information relevant to the decision on the complaint or dispute was given to the customer as outlined in my response to Question 27. The only exception would be where investigations were being undertaken in relation to suspected fraudulent activity. In those cases, investigation reports and other documents may be withheld pending finalisation of the investigation, in accordance with the section 3.4.3 of the General Insurance Code of Practice.

Question 31: Please provide copies of all written responses by AAMI to all complaints and/or disputes (final decision letters). For each written response (final decision letter), please attach a "copy of the correspondence in which the substance of the complaint and/or dispute to which the response relates is set out.

241. Attached as Annexure 9 is a copy of all final decision letters by AAMI in relation to claims arising out of the Queensland floods.
242. Complaints and disputes arose for a range of reasons including:
- a. Customers who believed they were covered for flood whereas the policy did not cover flood.
 - b. Customers who believed their loss/damage was not caused by flood but by another type of event, eg rainwater runoff.
 - c. Customers who disputed the height of the water level determined by the hydrologist who assessed their home.
 - d. Customers who were dissatisfied with some aspect of claim management, such as disputing the amount offered for loss of particular contents items.

Question 32: Were policyholders kept informed of the progress of their complaint/dispute in accordance with the General Insurance Code of Practice? How did/does AAMI monitor whether the standard for providing information on progress of the dispute is adhered to?

243. As outlined above, AAMI obtained the agreement of the Financial Ombudsman to a timeframe regime for claims handling following the flood events. Code section 3.2.3

established a benchmark of advising customers of progress of their claim at least every 40 business days.

244. However, AAMI did not seek to extend the Code timeframes for IDR response.
245. I have made enquiries within the Suncorp Group and I am informed that policyholders were kept informed of the progress of complaint/disputes in accordance with the Code. The IDR team uses the Aequitas dispute recording system to register and track all IDR disputes. Once a dispute is registered dates for acknowledgement and finalisation of the review are set in accordance with Code requirements. The dispute is then allocated to a Dispute Resolution Officer (DRO).
246. The list of matters allocated to each DRO is monitored on a daily basis by the DROs and their team leaders to ensure tasks are completed in accordance with Code requirements. Any extension of time frames must be discussed with the customer and agreement reached as to an alternative timeframe and appropriate entries are made in the system. Daily monitoring is backed up by auditing of files to ensure DROs are complying with timeframes and quality requirements. Compliance with key result areas (KRA) is reported on a monthly basis and includes criteria to ensure Code compliance.

Question 33: Has AAMI received any complaint relating to inappropriate, insensitive or offensive conduct by a representative or agent of AAMI toward, or about, a policyholder?
If so:

33.1 How many such complaints have been received?

33.2 What did or does each complaint relate to?

33.3 What steps were or have been taken in respect of each complaint?

247. AAMI does not tolerate inappropriate, insensitive or offensive behaviour by any representative or agent toward or about a customer. If AAMI became aware of allegations of such behaviour, these would be fully investigated by management. If the allegations are proven, appropriate disciplinary action would be taken against staff members involved.
248. AAMI acknowledges that the Queensland flood events put extraordinary demands on staff and they were often dealing with emotional and stressed customers. AAMI recognised this and gave staff as much support as possible to ensure customers were treated with empathy, understanding and respect for their situation.
249. AAMI may have received some complaints of this kind, usually in combination with other complaints such as a complaint about settlement of a claim. AAMI does not have a separate record of any such complaint, as each dispute is classified according to the substantive complaint, for example, settlement amount. Therefore if a customer may have complained, for example, that AAMI had incorrectly rejected a claim for a damaged item and that the claims manager was rude when the customer questioned the rejection, the complaint would be classed as a complaint regarding the rejection of the claim for the damaged item.
250. Any complaints about the conduct of staff are elevated to a more senior member of staff in accordance with AAMI's human resources (HR) policies and its complaints handling process, and if the complaint involved a complaint about the claim itself (as well as behaviour), it would be reviewed by the IDR team. Contact would have been made with the customer investigate and review their concerns as part of this process.

Question 34: Has AAMI received any complaint, or dealt with any dispute, in the internal dispute resolution process, relating to:

- 34.1** Misrepresentation made by a representative of AAMI to a policyholder at the point of sale as to the existence or extent of flood cover under a policy bought by the policyholder; or
 - 34.2** Failure on the part of a representative of AAMI to adequately inform a policyholder that a policy bought by the policyholder excluded flood cover?
251. AAMI has dealt with disputes in its IDR process by customers asserting misrepresentation by a representative of AAMI to a customer at the point of sale as to the existence or extent of flood cover, and of failure by a representative of AAMI to adequately inform the customer that a policy bought by the customer excluded flood cover.

Question 35: If AAMI has received complaints, or dealt with any dispute, of the kinds referred to in sub-paragraphs 34.1 and 34.2:

- 35.1** How many of each kind has it received?
 - 35.2** Please outline the steps taken in investigating and responding to such complaints.
252. In response to this question, I have made enquiries within Suncorp's IDR service and I am advised that:
- a. AAMI has dealt with five IDR disputes by customers asserting misrepresentation by a representative of AAMI to a customer at the point of sale as to the existence or extent of flood cover.

These complaints were investigated by taking full details from the customer as to the conversations between the customer and the AAMI consultant, examining policy notations made at the time of policy inception to determine the nature and content of the conversation as noted by the sales consultant, interviewing and obtaining a statement from the sales consultant (where possible), and examining sales scripting applicable at the time of policy inception.
 - b. AAMI dealt with 39 IDR disputes by customers asserting failure by a representative of AAMI to adequately inform the customer that a policy bought by the customer excluded flood cover.

These complaints were investigated by considering AAMI's compliance with its obligations under the Insurance Contract Act, in particular checks to ensure that policy documents had been forwarded to the customer within 14 days of policy inception in accordance with section 69 of the Act. Policy notations were also examined to determine whether or not representations were made at the time of policy inception as to the existence or otherwise of flood cover. Sales scripting applicable at the time of policy inception were also considered.

Question 36: Is AAMI involved, or has AAMI been involved, in any matter with the Financial Ombudsman Service? If so:

- 36.1** How many?
 - 36.2** Please identify the cause(s) of the disputes.
253. As at 1 September 2011 AAMI had 50 matters for home and/or contents claims at FOS which required a Notice of Response to be completed.

254. The causes of these disputes were as follows:

Cause of dispute	Number of disputes
Insured believed they had flood cover	4
Cause of water damage	20
Contents claims	1
Initial intimation at time of claim lodgement that claim would be covered, when AAMI policy excluded cover	20
Jetty/pontoon (not covered by AAMI policy)	1
Loss of rent	1
TOTAL	50

Question 37: Please outline all steps involved in the process after a claim was or is accepted in order to get insured property repaired or restored or to otherwise settle the claim. What information or steps did or does AAMI require of policyholders in this process?

255. Once a claim has been accepted, AAMI's liability under the policy for insured property is ordinarily discharged in one of three ways:

- a. Repairing the damaged property (buildings and/or contents);
- b. Rebuilding the damaged property (buildings); or
- c. Paying the insured value of the damaged property (buildings and/or contents), known as 'cash settling'.

256. In broad terms, the typical steps in a AAMI home claim, following acceptance are:

- a. Assessment – the claim is passed to the assessing team who make decisions on what type of assessment is required on the claim (e.g. internal assessment, external assessment, repair assessment). The assessor can recommend a decline of individual items or the overall claim based on PDS, recommend and estimate repairs or, where applicable, assess an amount to be offered to cash settle the claim.
- b. Client Management – the client manager reviews the assessor report and decides if the claim decision should be changed and they will make this change on the system. The claim manager creates all jobs and assigns them to the Supplier or Repairer Coordination consultant. For major claims arising out of the flood events this involved referring claims to Lend Lease for project management. Following such referral, the claims manager continues to be the point of contact for the customer, to keep the claim under review as to the progress and to deal with other claim components not managed by the Project Manager such as arrangements for temporary accommodation for the customer during repairs.
- c. Supplier & Repairer Coordinators – Interact with the vendors regarding quotes, orders and completion of jobs. They approve vendor invoices and send a request

for payment to be made by the payments team.

- d. Recoveries & Settlements/Fraud & Investigations – claims are processed through these stages if required.

257. The settlement process depends on the nature of the claim (building or contents) and the amount of the claim.
258. The steps to complete small claims are outlined in my response to Question 6.
259. The steps to complete a typical large claim are set out in the process maps attached as Annexure 10. These process maps cover different regions of Queensland and, where common processes exist, cover more than one Suncorp Group brand. Please also refer to the answer to question 19, which includes examples of claim processing, both catastrophe and non-catastrophe claim types.
260. Where practicable or commercial feasible, AAMI will endeavour to accommodate a customer's requests, for example when a customer wishes to upgrade their building at the time of re-building.
261. The nature of the information requested from the customer differs according to the type of claim. Much of the information required is obtained during the property's assessment, or in the case of building damage, when a quote (or quotes) for repair are obtained. AAMI requires that customers make their property available for assessment and quoting. In the case of authorised building repairs, customers also may need to enter into a signed building contract with the authorised builder, and allow site access for the duration of the works. The commencement of the works, where practicable, can also be delayed where requested by the customer.
262. In contents claim, the customer may be asked for their preferred choice of settlement – for example individual replacement of goods or the issue of a stored value card for a mutually agreeable retailer, the latter providing the customer with the option to purchase different items of contents to the value of the settlement.
263. In certain situations AAMI may offer, or agree to, a cash settlement of a claim, for example in some contents claims, or with total loss claims.

Question 38: Has AAMI entered into any confidentiality agreement with any policyholder or otherwise required, advised or suggested to, any policyholder to keep matters concerning his or her claim confidential, whether before or after settlement of the claim? If so, please identify each matter which the policyholder was required to keep confidential.

264. To my knowledge, AAMI has not sought confidentiality agreements from any customer, and has not required, advised or suggested to any customer that matters concerning their claim are to be kept confidential.

Question 39: Has AAMI made any public statement, or commented in any public forum, about any individual policyholder (or an advocate for a policyholder)? If so, please provide copies of the statement or comments.

265. To AAMI's knowledge there have been two circumstances in which AAMI has made a public comment or a comment in a public forum regarding an individual customer. These were as follows:
- a. Customer Lynda Meulman of Emerald: Channel Seven's Today Tonight program featured an AAMI customer, [REDACTED] of Emerald, in a program in mid-January 2011. Channel Seven approached AAMI for comment ahead of airing

the program and AAMI provided a written statement to Channel Seven. A copy of that statement is attached as Annexure 11.

- b. Customer Mark Kempton of Yeronga: Channel Seven's Sunday Night program featured this customer in January 2011 and AAMI provided a verbal statement to the program which was of a general nature only.

266. So far as I am aware, AAMI has not made any public statement or commented in any public forum about any customer advocate.

Question 40: Is AAMI or has AAMI been the subject of any investigation by the Financial Ombudsman Service (other than disputes referred to in paragraph 35) or any other regulatory body about the manner in which AAMI has dealt with claims relating to the Queensland floods?

267. AAMI is not and has not been the subject of any investigation by FOS (other than disputes referred to in paragraph 35) or any other regulatory body about the manner in which AAMI has dealt with claims relating to the Queensland floods.

REFORMS

Question 41: Should any changes be made, to the General Insurance Code of Practice?

268. AAMI's position in relation to this issue is as follows.

269. The General Insurance Code of Practice (the Code) is a voluntary industry code of practice that has been developed by the general insurance industry in consultation with regulators. AAMI is a long-term Code signatory and adheres to the Code in relation to its general insurance operations. The Code is an effective self regulatory tool, and is far broader in its scope than its equivalents in New Zealand and the United Kingdom.

270. The general insurance industry is already revisiting the Code, following feedback from consumer advocates. The industry has been consulting (via an Insurance Council of Australia Working Group) with industry, consumer advocates and ASIC on the proposed changes. AAMI has contributed to those consultations. These changes are directed to ensuring that insurance companies encourage their customers to lodge claims if they contact the insurer about cover. This will solve a concern that a customer may not lodge a claim and therefore would not have access to a formal claim denial review process – which is regulated by various instruments.

271. Additionally the envisaged changes will introduce a timeframe for decision making on a claim - following feedback from various sources including government, consumers and consumer advocates. The proposed timeframe is some six months in total; four months to make a decision plus 45 days for any Internal Dispute Resolution (IDR) review (in circumstances where a decision has not been made and the consumer wishes to elevate the issue) .

272. It is understood that the Code will continue to include the present section 4.3 which allows a signatory insurer to not meet all Code standards during significant catastrophes or disasters. From a practical perspective AAMI believes that such a section is required, as the magnitude of any particular future catastrophe cannot be anticipated. However, it remains AAMI's practice that whenever a catastrophe occurs, AAMI will proactively consult on response time frames with the Code's regulator, the Financial Ombudsman Service, as occurred during these flood events.

273. AAMI supports the proposed changes to the claims handling section of the Code.

Sworn by the Deponent)
at Brisbane)
This 14th day of)
September 2011)
Before me)

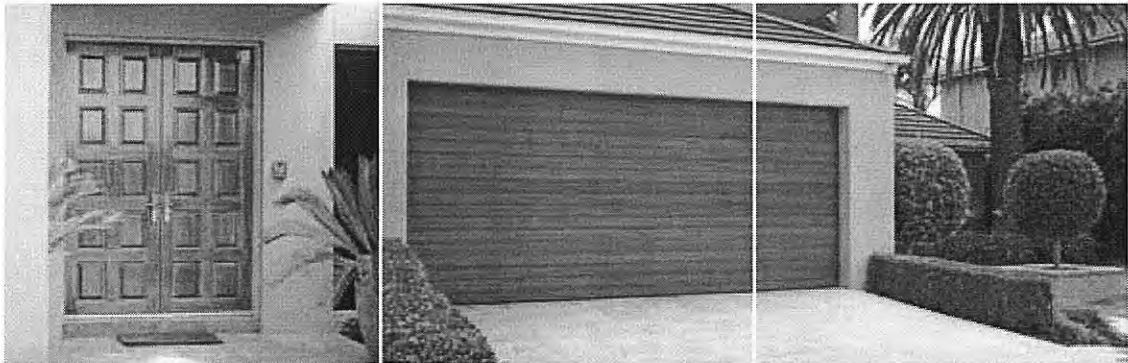

James Joseph Higgins


.....
Solicitor

**EXHIBITS TO RESPONSE OF JAMES JOSEPH HIGGINS TO REQUIREMENT TO
PROVIDE INFORMATION ISSUED TO AAMI INSURANCE DATED 5 SEPTEMBER
2011**

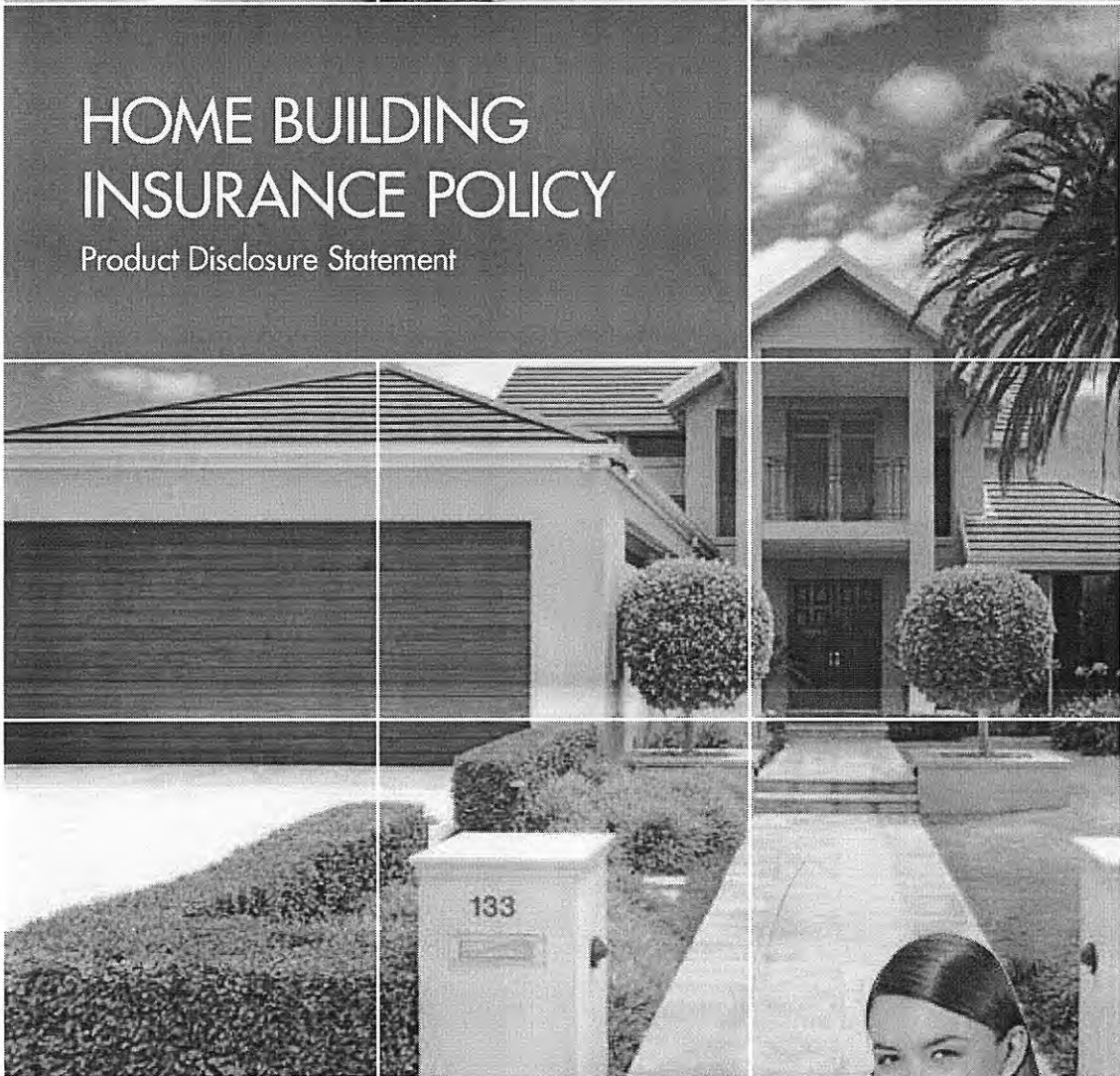
1	<p>AAMI Australia home and contents policies in force as at the 2010/2011 summer season:</p> <ul style="list-style-type: none"> • Home Building Insurance Policy • Home Contents Insurance Policy • Fire and Theft Contents Policy • Landlord Insurance Policy • Strata Title Landlord Insurance Policy
2	Media releases and advertisements issued by the Suncorp Group ahead of the 2010/2011 Queensland summer storm season, and in response to the 2010/2011 weather events
3	Copy of instructions to call centre operators
4	De-identified AAMI Queensland Flood claim illustrating steps to process, assess and determine claim
5	Instructions to assessors and Flood Questionnaire
6	Instructions to hydrologists
7	<p>Comparison of steps to complete:</p> <ul style="list-style-type: none"> • Brisbane flood claim • Working loss (business as usual) claim • Natural hazard (non-disaster situation) claim
8	Copies of all IDR final determination letters
9	Process maps outlining steps to complete typical major loss claim
10	Statement to Channel Seven

ANNEXURE 1



HOME BUILDING INSURANCE POLICY

Product Disclosure Statement



AAMI



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.

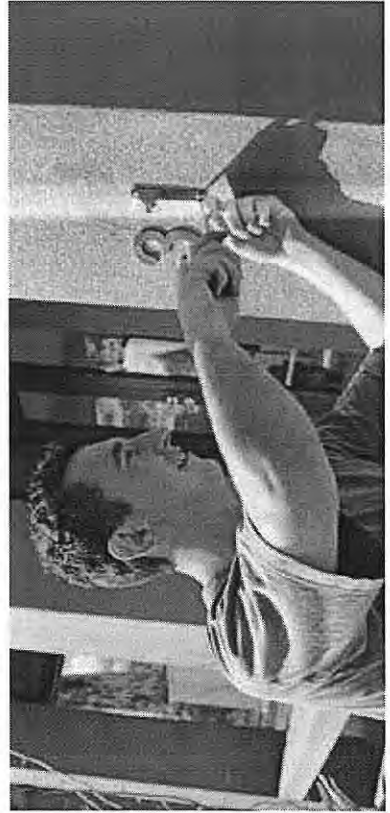
AAMI home building insurance with Complete Replacement Cover repairs or rebuilds insured damage or loss to your home buildings or pays the cost of repairing or rebuilding them:

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.



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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 vary 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 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 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 agree to pay us the premium we charge and any excesses that apply,

tell us if you renovate, improve or extend your building after the policy commences. If you don't do this, any payment we make for the repair 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 and 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 aware 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. See below for what the building includes.	Damage or loss caused by the insured events listed on pages 8 - 13.	The cost of repairing or rebuilding it with new materials to the same size and standard as your current home.

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

The building includes:

- outbuildings 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 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 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 any 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 construction,
- houseboats, watercraft, caravans, mobile buildings (fixed or free-standing), motorised 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

No

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

You are not covered for:

Animals and birds – the actions of animals and birds

Damage or loss caused by:

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

Earthquake including subsidence and landslide caused by an earthquake.

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

Explosion

Fire (burning with flames).

Damage or loss caused by:

any process involving the application of heat where there was no flame, for example, cigarette burn marks or scorch marks are 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

No

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 drain,
- sink, basin, bath, shower, toilet or spa bath,
- dishwasher or washing machine,
- fixed heating or cooling system,
- aquarium.

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.

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

Riot, civil commotion or labour disturbances

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 any water main, drain, pipe, street gutter, guttering or surface.

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

No

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 reservoir, 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.

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.

Theft – by persons who are not living with you.

Thunderbolt and lightning

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 motors' on page 22, mould, wet or dry rot, rising damp or dampness, flood, storm surge, being an increase in sea level that usually occurs with a severe storm or cyclone, tidal wave, tsunami, high tide or other actions of the sea, erosion or washing away of soil, earth or gravel, the washing 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 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 animals and birds kept in your building or at the site, the lawful taking or repossession of or from your building or site, for example, a bank taking possession as a result of a mortgage default, fraud or 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 or someone acting on your behalf or any person living with you, war, wartime activities or revolution including any looting or pillaging, asbestos, asbestos fibres, or derivatives of asbestos in any form,

but we will pay for the costs of removing and disposing of 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 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 combustion, detonation, fission and/or fusion of nuclear fuel or nuclear materials, directly or indirectly caused by, arising from, or connected with actual or threatened chemical or biological pollution or contamination; 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.

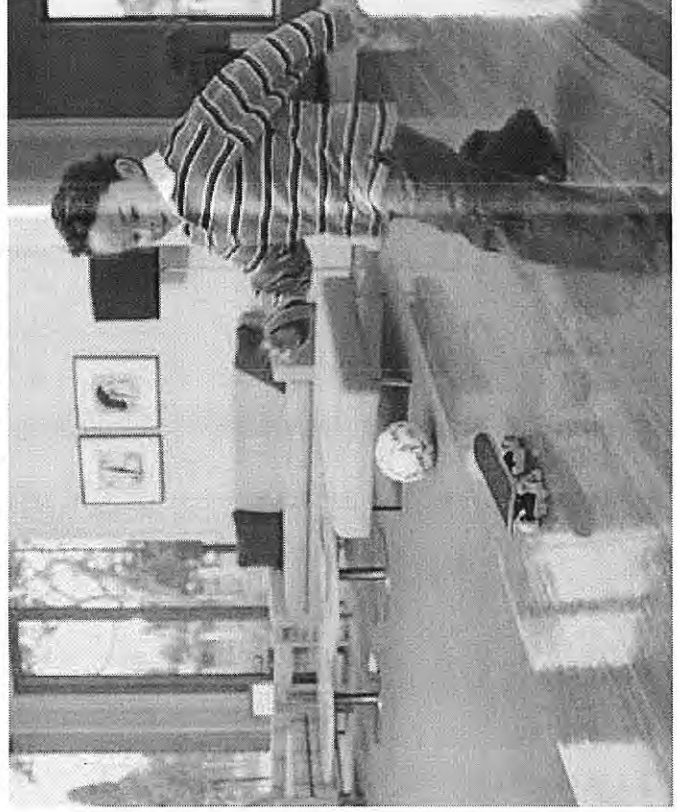
Precautions that you need to take

Precautions

You must at all times, and at your 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 to your building,
- to ensure compliance 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 or 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 can 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 reasonable 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 are paying your premium in instalments, we will require you to pay the total unpaid balance 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 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, passageway, stairwell or functional area where the damage occurred.

Fixed wall and floor coverings are items such as tiles, floating 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 home and contents that we arrange and authorise will be guaranteed for the life of the property.

If you are concerned 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 arrange any necessary rectification work. You must not authorise any rectification work without our written authority.

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 parts 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 cost of 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

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 accommodation 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, lavatory pans or cisterns in your building.

We will also repair or replace or pay the cost 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),
- 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 another home, we will amend 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 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 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 days of our notice, we may reduce the period of cover of your amended 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 payable for this cover.

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 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 damage 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 or 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 replacing or rekeying the locks operated by that key.

Damage to garden beds, trees, shrubs and other plants

We will help pay 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 at your home).

The most we will pay is shown on the most 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 arising from an accident or a series of accidents arising from any one occurrence 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 lot or unit,
you do not have any other liability insurance for 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 plan 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 provide 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, an 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, watercraft (including sail boats) or 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, 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 alcohol or drugs, if your consumption of them caused or contributed to the accident,

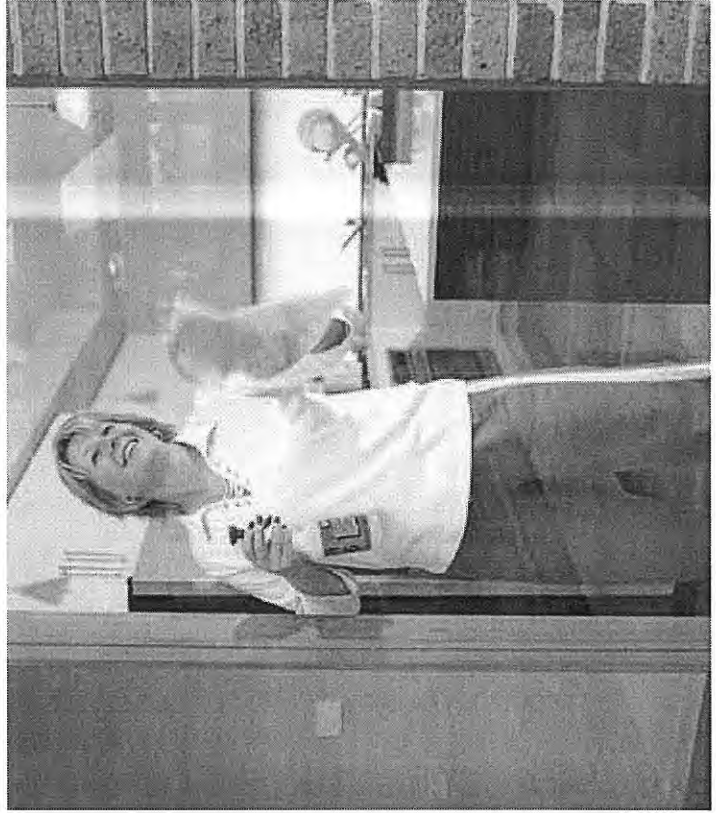
employees or workers who are covered or should have been covered by Workers' Compensation or similar legislation and who, at the time of the accident, were employed by you or any person living at your home, the use of any part of your building or the site for business, trade, professional services, farming of any type, **but not:**

that part of the building used for performing office work,

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

- by you or on your behalf,
- by or on behalf of any person living at 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 at 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 building, you help us make speedy and accurate 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 and 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 value of your claim, then we may reduce or refuse to pay your claim.

What happens when you claim on your AAMI policy

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

- for our assessor to meet with you, inspect your building and confirm the full details of the damage or loss,
- temporary repairs to and the securing of your building,
- temporary 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 repairing or rebuilding your building to the same size and standard as your current building.

Repairing or rebuilding your building

We ordinarily obtain independent, competitive quotes from repairers and suppliers recommended by AAMI. If you want, you can choose a repairer and/or supplier to provide one of the quotes. We review the quotes, including any quote 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 quote and that will be the repairer and/or supplier who repairs or rebuilds your building.

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


Changes to your building

You can have changes made to the design and structure of your building before repair or rebuilding. Any extra 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.

What happens to your policy when you claim?

When we establish that...	What happens to your policy
the damage or loss can be repaired, we decide either to...	Your policy continues for the remainder of the period of cover.
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 repaired and your building has to be rebuilt, we decide either to...	Your policy continues for the remainder of the period of cover.
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.



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 and the site to inspect damage or loss, arrange quotations, repair or rebuilding, and undertake 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 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,
- undergoing an interview or interviews about the circumstances of the claim,
- appearing 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 not 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 any claim made against you, provided 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 our benefit your legal right of recovery against any other party (including a party involved in making good any damage or 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 at 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 after your home building has not been occupied 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 for 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 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 safe, professional fees, extra costs to satisfy current council or government requirements, and temporary accommodation, our experience of the incidence and cost of building claims, 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 particular 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

You can pay your premium annually by cheque, credit card, BPAY, online through AAMI e-PAY, or in cash 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 instalments 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 applied before these additional costs are calculated.

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 date,
- your financial institution may also 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 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 contact us at least seven days before the debit day.

If you cancel 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 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 loss to your building is so severe that it will need to be rebuilt, we will require you to pay 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 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 cancellation

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

In both cases, we will refund you the unexpired portion of the premium less any cancellation processing charge to cover the reasonable administrative and transactions costs incurred by AAMI.

To cancel your policy, please call us on 13 22 44.

We can only cancel your policy by giving you written notice 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 appeal services are available to you. See page 41 for full details.

The General Insurance Code of Practice

AAMI is a signatory to the General Insurance Code of Practice 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 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 from the Financial Ombudsman Service (FOS). You can contact the FOS on 1300 780 808, toll free, or you can access the Code at www.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.

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 and 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 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 a claim.

Fire means burning with flames.

Fixtures and fittings means items used for domestic 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 (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, canal, dam or stormwater channel.

Flood 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 normally 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 status of your policy. These notices are the most 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 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.

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 as 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 fall of rain, snow or hail.

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 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

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 appeal to the Financial Ombudsman Service. We will help you do this.

The Financial Ombudsman Service is an independent industry dispute resolution scheme. You can contact the service on 1300 780 808 toll free or by email to info@fos.org.au. You can also visit the FOS website at www.fos.org.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 FOS makes. You always have the option of seeking remedies elsewhere.

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

How to contact AAMI

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 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@aami.com.au

How to contact the Financial Ombudsman Service

Telephone: 1300 780 808 toll free.

Email: info@fos.org.au

We're here to help you
24 hours a day
7 days a week

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®



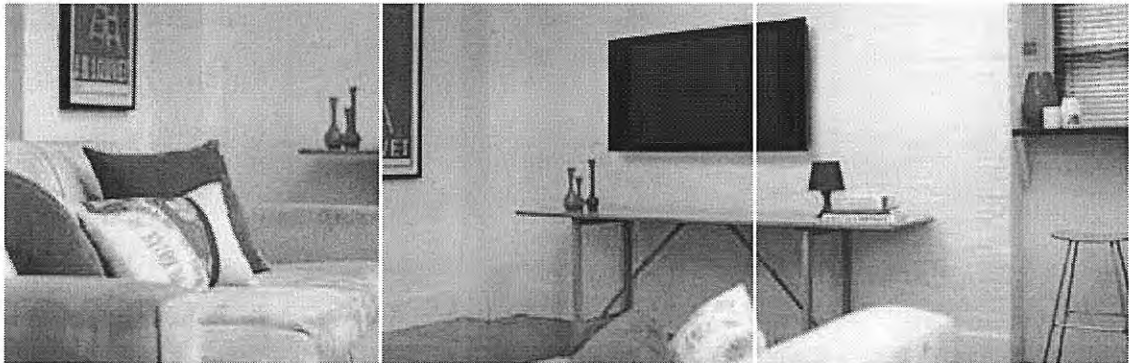
CONSUMER

AAMI uses
Greenhouse Friendly™
ENVI Coated Gloss Paper

ENVI Coated Gloss Paper is an Australian Government
certified Greenhouse Friendly™ Product

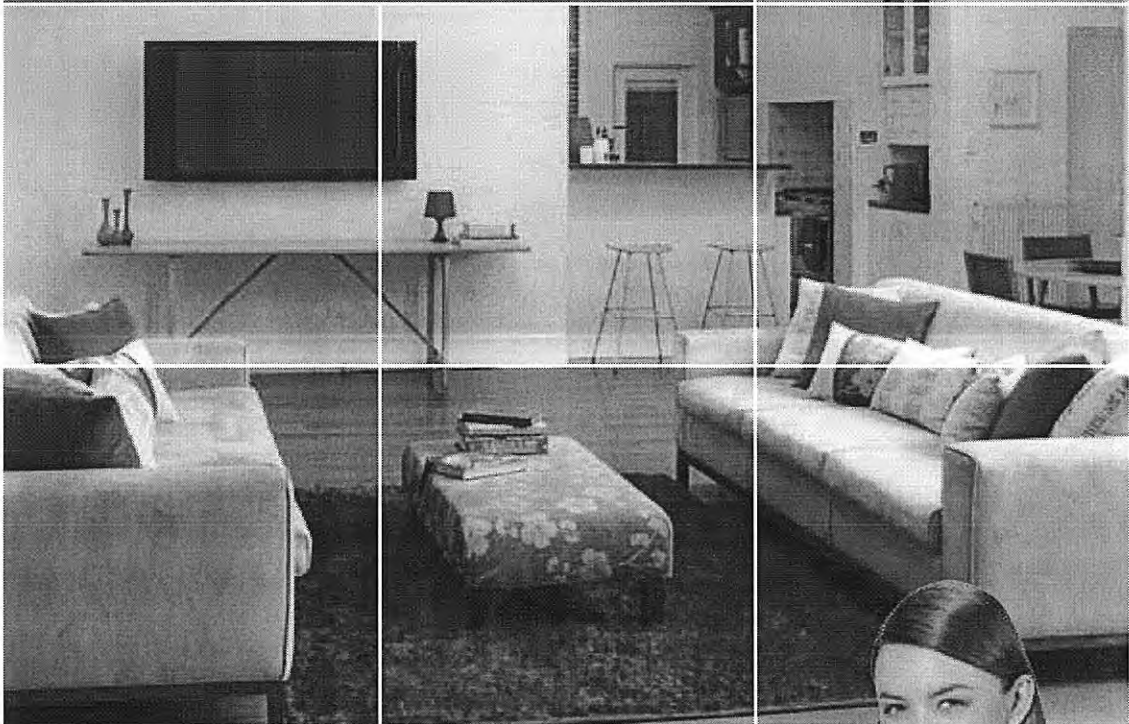
AAMI





HOME CONTENTS INSURANCE POLICY

Product Disclosure Statement



AAMI



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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 Home 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 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 contents have been damaged or stolen 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 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 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 about:

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 call us and we will update our records.

What we cover - the contents

We also require you to ...

observe the conditions contained in your AAMI policy;
pay or agree to pay us the premium we charge and any excesses that apply.

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 and their meanings, please read 'What do we mean by that?' 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.

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

The contents we cover

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

- ordinarily 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 responsible 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 for 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 or any other living material,

houseboats, watercraft (**other than** surfboards, sailboards, surf skis, canoes 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 spare parts or accessories of any of these items, fish, birds, pets or animals of any type, stock in trade or samples, business or trade cash takings or business assets, plant or equipment for any type of business including any type of farming (other than 'home business equipment' and 'tools of 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 and at the site.	Damage or loss caused 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 are 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 as furniture and furnishings; fixed wall and floor coverings such as carpets, curtains and internal 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 and equipment; sporting equipment.

General contents **do not** include 'contents with limited cover'. These are contents items where we limit the 'per item' and 'in total' amounts we will pay for damage 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	
	Limited cover unspecified items	Limited cover specified items
Cash, vouchers, certificates etc. Cash, money orders, gift vouchers, tickets, stamps (not in a set or collection), manuscripts, certificates of title, licences, registration papers, negotiable instruments or documents of any kind.	Up to \$200 in total.	Not available.

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



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

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 notice.
- 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

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 Cover unspecified items	Extra Cover specified items
Clothing	Up to \$1,000 for each item, set or collection.	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.
Equipment for babies and young children	Up to an overall limit between \$1,000 and \$5,000.	
Baby capsules, prams, children's car seats		
Personal accessories		
Watches, jewellery, spectacles, sunglasses, binoculars, telescopes, opera glasses, toiletries		
Handbags, purses, wallets, briefcases, travel bags, suitcases, but not their contents	You choose the overall limit.	
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		
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 Australia, and overseas for the first 30 days on each occasion you leave Australia.

Extra Cover insures your items collectively in the groups shown above 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 damaged or lost. 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 agree 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 proceed 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 damaged items.

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

The Extra Cover excess shown on 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

No

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:

You are not covered for:

Animals and birds - the actions of animals and birds

Damage or loss caused by:

vermin, rodents or insects (including termites), domestic animals, animals and birds kept by you in your building or at the site, scratching, chewing, tearing or soiling contents in the open air and within partially enclosed buildings at the site.

Earthquake including subsidence and landslide caused by an earthquake.

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

Explosion

Fire (burning with flames).

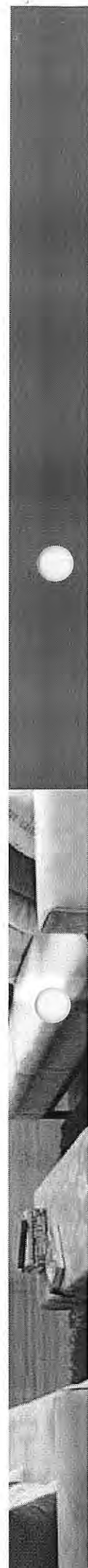
Damage or loss caused by:

any process involving the application of heat where there was no flame, for example, cigarette burn marks or scorch marks are 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		No	
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 drain, sink, basin, bath, shower, toilet or spa bath, dishwasher or washing machine, fixed heating or cooling system, aquarium.		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.	
Malicious acts and vandalism – actual or attempted by persons who are not living with you.			
Riot, civil commotion or labour disturbances		Damage or loss caused if you or anyone living with you participated in the event.	
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. Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.		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 reservoir, canal, dam or stormwater channel.	



Yes

No

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.

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

- the open air at the site,
- within motorised vehicles, caravans, campervans 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, courtyards and verandahs.

Theft – by persons who are not living with you.

Thunderbolt and lightning



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 damp or dampness,
flood,
storm surge, being an increase in sea level that usually occurs with a severe storm or cyclone,
tidal wave, tsunami, high tide or other actions of the sea,
erosion or washing away of soil, earth or gravel,
the washing 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 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 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 on 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 combustion, detonation, fission and/or fusion of nuclear fuel or nuclear materials,
directly or indirectly caused by, arising from, or connected with actual or threatened chemical or biological pollution or contamination; 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

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

- for the safety 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 an 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 pay the cost of repairing or replacing them.

If we decide to repair or replace your contents:

it will be with new materials or new contents,

we will make reasonable endeavours to match materials and contents.

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

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

we will pay 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 amount 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 pay the amount covered and you are paying your premium in instalments, we will deduct the total unpaid 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, passageway, stairwell or 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 replacing 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 replacement of undamaged contents or any undamaged part of them to match contents we have repaired or replaced, except as provided for under 'Damage to fixed carpets, curtains and internal blinds' on page 26,

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

damage or loss on a 'new for old' basis for old contents which have passed their 'use by' date and are stored away. We pay the reasonable market value for these contents based on their age and condition at 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 claim for damage or loss, your contents and your home have not been properly maintained and repaired, we may reduce our payment or refuse to pay your claim.

Other costs

Our payment will include, where applicable, 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 actual 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 reasonable cost and, at our option, make the necessary arrangements for any necessary removal and storage of your contents during the reasonable 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 amount 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

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 tops, 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 frame, 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, lavatory pans or cisterns.

We will also repair or replace or pay the cost 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 Australia, 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 from your old to your new home.

We will provide this cover and continue to cover your contents at your new address after 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 days 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 for spoilage 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 violent 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 estate. Where the policy is in joint names, the most we will pay is still \$5,000 but, if necessary, a proportionate 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 and outside the boundaries of your site.

If you **rent** or **lease** your home or if your home is a **strata 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 or a series of accidents arising from any one 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 involving:


any 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,



an 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 takes 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 or 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 or 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 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' Compensation 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,

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

by you or on your behalf,

by or on behalf of any person living at 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 contents have 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 at 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 regarding your claim and the repair or the replacement of your contents. This information helps establish ownership of property 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 contents; 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 value of your claim, then we may reduce or refuse to pay 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 recommended by AAMI. If you want, you can choose a 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 repair or 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. or to pay the cost of repairing or replacing your contents. Your policy continues for the remainder of the period of cover.
the damage or loss is likely to be greater than your contents amount covered, we decide to ...	pay the amount covered for your contents. Your 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 you in full, there is no refund of any portion of the premium. If you wish to reinstate 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 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 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 claims 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,

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

Unoccupied excess

Your contents are at greater risk of 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 unoccupied 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 for 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.

undergoing an interview or interviews about the circumstances of the claim, appearing 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 any relevant letters and notices that come into your possession.

You must tell us if you become aware 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 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 any claim made against you, provided 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 our benefit your legal right of recovery against any other party (including a party involved in making good any damage or 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 or be entitled to recover from you any monies paid under the claim.

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 Mail 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 access 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 contents at the end of each 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 pay 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 for further details.

Paying your premium

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



Paying by instalments

You may also be eligible to pay 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 date,
- your financial institution may also 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 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 contact us at least seven days before the debit day.

If you cancel 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 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 loss 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 policy at any time.

In both cases, we will refund you the unexpired portion 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 notice in accordance 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 to the policy.

Contents cover for landlords

We provide a separate policy for landlords 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 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 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 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 Practice 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 standards 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 Australia.

More information on the Code, or a copy of the Code, can be obtained from the Financial Ombudsman Service (FOS). You can contact the FOS on 1300 780 808 (local call cost), or you can 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 contents 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 or the site used for conducting a business, trade, professional services, or farming of any 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 construction,

- houseboats, watercraft, caravans, mobile buildings (fixed or free-standing), motorised 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.

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 and 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 economical 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 means items used for domestic 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 (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, canal, dam or stormwater channel.

Flood **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 above.

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

Insured event. The occurrences we have listed on pages 16 to 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 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 status of your policy. These notices are the most 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 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 and conditions of the tenancy.

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 as 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 fall of rain, snow or hail.

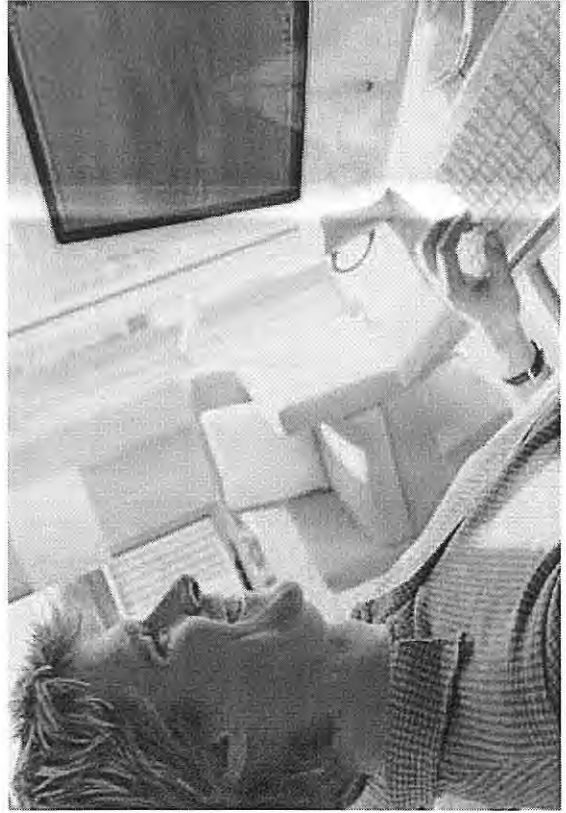
Tenant means all the persons named in the rental agreement and their family provided that they are normally living at the insured address.

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 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

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 appeal to the Financial Ombudsman Service. We will help you do this.

The Financial Ombudsman Service is an independent industry dispute resolution scheme. You can contact the service on 1300 780 808 (local call cost) or by email to info@fos.org.au. You can also visit the FOS website at www.fos.org.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 FOS makes. You always have the option of seeking remedies elsewhere.



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

How to contact AAMI

Telephone: 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@aami.com.au

How to contact the Financial Ombudsman Service

Telephone: 1300 780 808 (local call cost).

Email: info@fos.org.au

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We're here to help you
24 hours a day
7 days a week

13 22 44

aami.com.au

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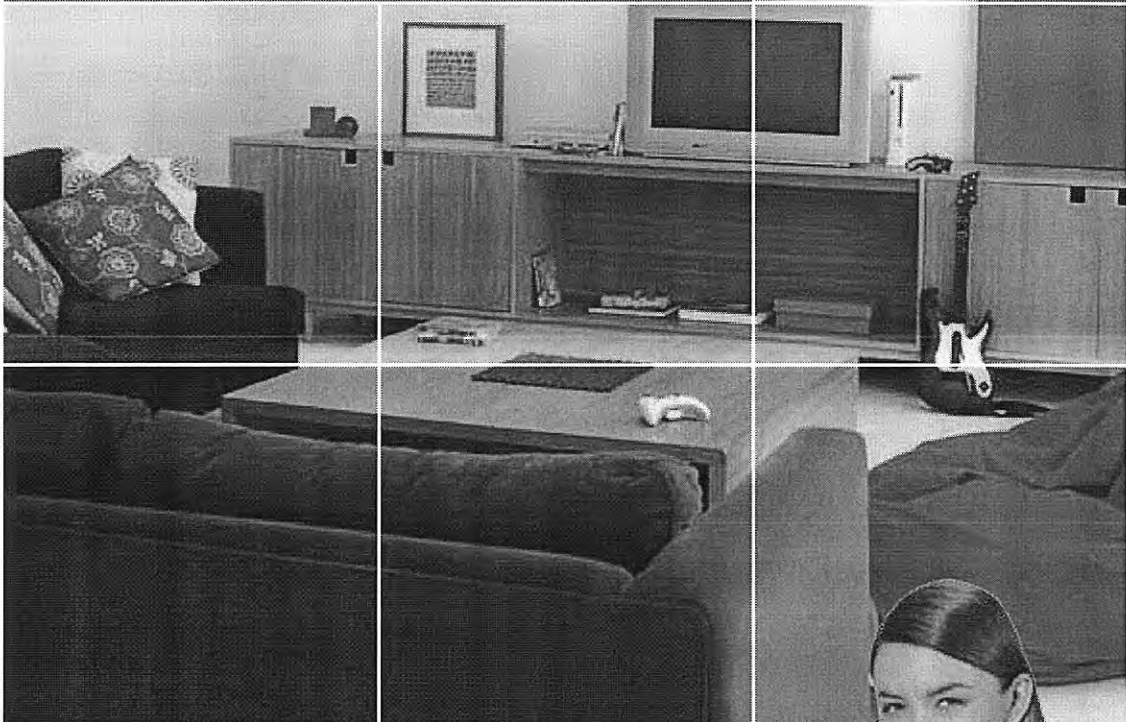
AAMI





FIRE AND THEFT CONTENTS INSURANCE POLICY

Product Disclosure Statement



AAMI





Fire and theft insurance for your home contents

AAMI Fire and Theft Contents Insurance covers your contents:
up to \$25,000 (new for old), against fire and theft while they are
within your home.

This policy also provides legal liability cover – see page 17.

Please read the policy wording carefully for full details.

Important

If the replacement value of your contents is higher than the \$25,000 maximum
cover provided under this policy, or you want wider cover for them, you should
consider insuring them under the AAMI Home Contents Policy.

See 'Cover your contents for their current replacement cost' on page 24.

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Important information

Your AAMI Product Disclosure Statement The AAMI Fire and Theft Home Contents Insurance Policy

This Product Disclosure Statement provides information about the product we offer: the AAMI Fire and Theft 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 32.

This Product Disclosure Statement was completed on 28 February 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 contents have been damaged or lost by fire or theft, or someone is claiming against you, please phone us immediately on 13 22 44.

Please read this booklet 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 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 or deny any claim you may make and/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 contents,
- any events involving your contents 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 agree to pay us the premium we charge and any excesses that apply.

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 and their meanings, please read 'What do we mean by that' on pages 30 - 32.

This policy does not cover some events, circumstances and situations

As you read through this policy, you will see there are 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 12.

See also 'Important general information for you' on pages 24 - 29.

What we cover - the contents

The contents we cover

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

- kept within your home,
- not permanently attached to your building, and
- owned by you or for which you are legally liable.

These are 'general contents' and 'contents with limited cover', as described on page 7.

Where and how your contents are covered

Which contents?	Where are they insured?	What are they covered against?	How much are they covered for?
General contents	At your home within buildings fitted with working locks to all external doors	The insured events of fire and theft	Up to \$25,000 (including any payment we may make for damage or loss to your 'contents with limited cover')
Contents with limited cover See the list of contents with limited cover and details of this benefit on pages 7 - 8	At your home within buildings fitted with working locks to all external doors	The insured events of fire and theft	Up to the amounts shown on the most recent of your insurance schedule and renewal notice

General contents

General contents are items such as furniture and furnishings; household linen and bedding; clothing; kitchen utensils; electrical and electronic equipment and appliances; sporting equipment.

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

General contents **do not** include items where we limit the amounts we will pay for damage or loss. These are 'contents with limited cover'.

Contents with limited cover are:

Valuables

Jewellery, watches, other items containing precious metals and stones, bullion

Artwork
Paintings, prints, pictures, tapestry, figurines, sculptures, curios, decorative items made of china, porcelain or like material

The amount covered for each of these groups and the total amount covered for 'contents with limited cover' are shown on the most recent of your insurance schedule and renewal notice

Antiques


Antiques (other than antique furniture)

Collections

Pair, set or collection of any kind (for example, bullion, cards, coins, crockery, cutlery, earrings, medals, stamps etc.)

Commercial electronic recordings

CDs, DVDs, videos, computer game software



We **do not pay** for damage or loss to 'contents with limited cover' items in more than one group; for example, damage or loss to CDs can be claimed only under 'commercial electronic recordings' **not** under both 'commercial electronic recordings' and 'collections'.

Cover for fixed wall and floor coverings

If your building is **not** insured with AAMI, we will cover your fixed wall and floor coverings as contents **provided** they are not otherwise insured, for example, under the building insurance you or your landlord have with another insurer. Fixed wall and floor coverings are items such as carpets, tiles, floating floors, cupboards, internal blinds, drapes and curtains.

When we repair or replace damage to fixed wall and floor coverings, the repair or replacement is limited to the room, passageway, stairwell or functional area where the damage occurred. See 'Damage to or loss of your contents - repairing or replacing your contents' on page 14 for further details.

Contents we do not cover

The contents we do not cover include:

cash, money orders, gift vouchers, tickets, stamps (not in a set or collection), manuscripts, certificates of title, licences, registration papers, negotiable instruments or documents of any kind,

home business equipment - the following business equipment ordinarily located in your home and used for the office work involved in conducting a business:

- computers, printers, CD-ROMs, discs, software and associated accessories; telephones, answering machines and fax machines;
- mobile phones, personal organisers and pagers; desks, chairs, filing or storage cabinets and other office furniture; sundry equipment normally used or associated with an office,

professional equipment and tools of trade,

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

houseboats, watercraft, 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 spare parts or accessories of any of these items,

fish, birds, pets or animals of any type,

stock in trade or samples, business or trade cash takings or business assets, plant or equipment for any type of business including any type of farming,

unset precious and semi-precious stones,

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





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 caused by the following events occurring during the period of cover to your contents while they are within your home:

No

You are not covered for:

Fire (burning with flames)

Damage or loss caused by:

any process involving the application of heat where there was no flame (for example, cigarette burn marks or scorch marks are not covered),

soot and smoke where your home or the site has not been damaged by fire,

unless there was an occurrence within your home where no flame resulted but soot and smoke damage was caused.

Theft – by persons who are not living with you

Damage to or loss of contents which were:

outside the home at the site,

in buildings at the site that were not fitted with working locks to all external doors,

away from the site.

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 contents, wear and tear, rust, deterioration or corrosion, fraud or fraudulent means or devices used by you or anyone acting on your behalf to obtain a benefit under this policy, deliberate or intentional acts committed by you or someone acting on your behalf, the lawful taking or repossession of your contents, for example, repossession of your contents by a finance company, 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 loss, damage, cost or liability:

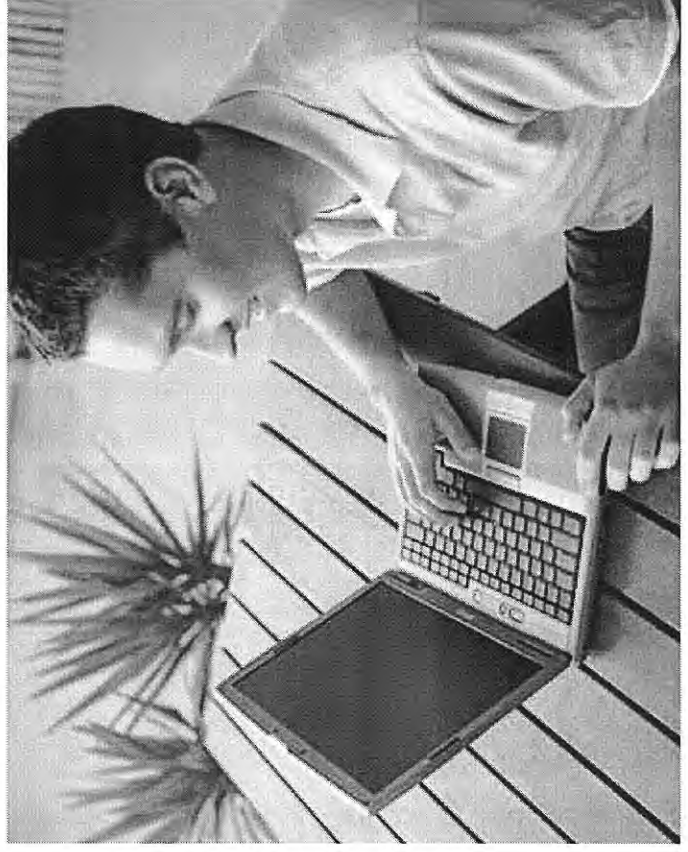
directly or indirectly caused by, arising from, or connected with the use, misuse or existence of nuclear weapons; or the use, misuse, escape or existence of nuclear fuel, waste or nuclear materials or ionising radiation or contamination from such fuels, waste or materials; or combustion, detonation, fission and/or fusion of nuclear fuel or nuclear materials, directly or indirectly caused by, arising from, or connected with actual or threatened chemical or biological pollution or contamination; 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

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

for the safety and protection of your contents, your home 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, relating to the safety of persons or property.

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





What we will pay – new for old

Damage to or loss of your contents - repairing or replacing your contents

If an insured event causes damage or loss to your contents during the period of cover, we will:

decide to repair or replace your contents or pay the cost of repairing or replacing them.

If we decide to repair or replace your contents:

it will be with new materials or new contents,

we will make reasonable endeavours to match materials and contents.

Where this does not achieve an exact match, materials and contents that in our opinion match the lost or damaged contents as near as reasonably practicable will be used.

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

our payment will not exceed the amount covered,

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

We do not pay for:

the repair or replacement of undamaged contents or undamaged part of them to match contents we have repaired or replaced.

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

damage or loss on a 'new for old' basis for old contents which have passed their 'use by' date and are stored away, for example, clothes which you have outgrown, old books or an old TV. We pay the reasonable market value for these contents based on their age and condition at the time of the loss.

the cost of installing or recreating computer software, or the cost of rewriting your records, working or entertainment files or any other information on your computer or held elsewhere at your home.

Our payment may be reduced if you do not maintain your contents in good repair

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

If, when you claim for damage or loss, your contents have not been properly maintained and repaired, we may reduce our payment to reflect your contents' diminished value.



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

Other costs

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

Removal of debris

If the removal from your home 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 home is damaged or destroyed by the insured events of fire and theft, we will pay the reasonable cost of any necessary removal and storage of your contents during the reasonable period up to 12 months required to repair or rebuild your home.

We will also pay for any additional damage or loss to your contents caused by the insured events of fire and theft while they are at the place of storage or repair, provided the amount covered is not exceeded.

If you **rent** or **lease** your home or if your home is a **strata-titled property**, your legal liability cover applies to accidents which happen anywhere in Australia including at your home or site.

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

When we will pay

We will cover you against your legal liability for claims arising from an accident or a series of accidents arising from any one 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
- loss of or damage to 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 cover your legal liability arising from, or in connection with, or involving:

- any of the causes listed under 'What we do not cover' on page 12, your occupancy or ownership of any residence, building or land other than your home 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, an event that you have organised or are legally responsible for **except where** you rent or lease your home, or your home is a strata-titled property, and the event takes place within the site,

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

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, watercraft (including sail boats), aircraft (including gliders) or facilities for the landing or harbouring of any craft. 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 re-decorations of your home 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 alcohol 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' Compensation or similar legislation and who, at the time of the accident, were employed by you or anyone normally living with you, the use of any part of your home or the site for business, trade, professional services, farming of any type, any business, trade, profession or occupation conducted or operated or undertaken by you or on your behalf, or on behalf of anyone normally living with you, or on behalf of any company, trust or other legal entity in which you or anyone normally living with you has an interest (legal, beneficial or otherwise), civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages however described.

If your contents have been damaged or lost by fire, please call AAMI immediately. If your contents have been stolen or damaged by theft, please report the matter immediately to the police and to AAMI. If someone is claiming against you, please phone us immediately. You can call AAMI at 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 regarding your claim and the repair or replacement of your contents. This information helps establish ownership of property and its value and condition.

This information includes:

receipts, bank and credit card statements, agreements and reports, evaluations and photographs (photographs do not have to be specifically of your contents; 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 contents in question and the value of your claim, then we may reduce or refuse to pay 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 decide either to repair or replace, or pay the cost of repairing or replacing your contents.

Repairing or replacing your contents

We ordinarily obtain independent, competitive quotes, from repairers and suppliers recommended by AAMI. If you want, you can choose a 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 repair or 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 or supplier who repairs or replaces your contents.

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

What happens to the amount covered after a claim has been paid?

If we do not consider your contents to be a total loss and the payments made by us are **less** than the amount covered, there is no change to the original amount covered and your policy continues for the remainder of the period of cover.

However, if we do consider your contents to be a total loss or we pay the amount covered for your contents, then the policy comes to an end.

When our payment is for the total loss of your contents, your policy, including the legal liability cover it provides, comes to an end. Because our payment meets all our obligations to you in full, there is no refund of any portion of the premium.

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 home and contents for the inspection of damage or loss, arranging quotations, repair or replacement, and progress inspections if required.

Obtaining our written authority for the repair or replacement of your contents

You must not authorise the repair or replacement of your contents, 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 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 evaluations, receipts or other evidence of ownership,
- providing written statements,
- undergoing an interview or interviews about the circumstances of the claim, appearing in court and giving evidence.

Excesses

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 any relevant letters and notices that come into your possession.

We shall be entitled, but not obliged, to defend or represent you in any legal proceedings relating to an accident or occurrence 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 any claim made against you, provided 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 our benefit your legal right of recovery against any other party.

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



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. An additional excess may also be payable depending on the circumstances of your claim.

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.

Standard

This is the basic excess you must contribute towards a claim.

Unoccupied excess

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

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

which occurs after your home has not been occupied for 60 continuous days, an additional compulsory excess is payable.

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: www.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.

Cover your contents for their current replacement cost

This policy provides for replacing or repairing your damaged or stolen contents at current cost up to a total of \$25,000 including GST.

If the replacement value of your contents is **higher** than this amount, you should consider insuring them under the AAMI Home Contents Insurance Policy.

To help you value your contents, AAMI provides a home contents value calculator. You can access it at the AAMI website www.aami.com.au or by calling AAMI on 13 22 44.

To help you decide if the cover this policy provides meets or continues to meet your needs, you should value your contents:

- at the commencement of your insurance,
- at each renewal, and
- when you make any substantial additions to your contents.

When you are a tenant or the owner-occupier of a stratified property, you should include the value of any fixtures and fittings you are responsible for and/or you own.

When we quote you a premium

When we quote a premium for AAMI Fire and Theft Contents Insurance, the factors we take into account include:

- the set limit the policy places on the amount covered,
- our experience of the incidence and cost of contents fire and theft claims,
- 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 pay your premium in instalments.

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



Paying your premium

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

Paying by instalments

You may also be eligible to pay in regular instalments 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 applied before these additional costs are calculated.

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 date,
- your financial institution may also 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 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 contact us at least seven days before the debit day.

If you cancel 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 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.

Government taxes and charges

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

GST

The amounts covered for your contents and legal liability 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.

Cooling off period and cancellation

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

In both cases, we will refund you the unexpired portion of the premium less any cancellation processing charge to cover the reasonable administrative and transactions costs incurred by AAMI.

To cancel your policy, please call us on 13 22 44.

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

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, which is reviewed annually, was drawn up through consultation with our staff, our customers and industry regulators. 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 appeal services are available to you. See page 33.

The General Insurance Code of Practice

The General Insurance Code of Practice is a commitment by the general insurance industry to aim for the best standards of service possible, and to promote better relations between customers and insurers.

The Code describes standards in the areas of buying insurance, claims handling 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 from the Insurance Council of Australia. You can contact the ICA on 02 9253 5100 or you can access the Code at www.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 damage and loss covered by your AAMI policy occurring during the period of cover. The amount covered includes GST. The current amount covered is shown on the most recent of your insurance schedule and your renewal notice.

Collection or set is a group of items of sufficiently common type, appearance or nature that they reasonably belong together and that is devalued if one or more of the group is lost or damaged.

Contents. See pages 6 - 9 for the contents that **are** covered and the contents that **are not** covered under this policy.

Cover and **covers** mean the protection provided by your policy.

Damage and **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 economical repair.

Loss does not mean items being accidentally misplaced.

Total loss means damage to your contents, to the extent that we reasonably consider that complete or near-complete repair or replacement is necessary to reinstate them, or where we have paid the whole of the amount covered.

Endorsement means a special condition that applies to your policy.

Any endorsements to your policy are shown on the most recent of your insurance schedule and renewal notice.

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

Fire means burning with flames.

Fixtures and **fittings** means items used for domestic and residential purposes, and which are permanently attached to your home by you or your landlord.

Home means the buildings at the site used for domestic or residential purposes that are fitted with working locks to all external doors.

Home **does not** include partially enclosed buildings or areas of a building such as carports, on-site car parking bays, balconies, courtyards and verandahs.

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

Insured event. The occurrences we have listed on page 10 which cause damage and loss to your contents.

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

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. When we make a total loss payment, the period of cover comes to an end. See also page 20.

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 any **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.

Site. 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 as well as those living with you are entitled to use, for example common property in a multi-dwelling development.

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 or 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 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

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 appeal to the Financial Ombudsman Service. We will help you do this.

The Financial Ombudsman Service is an independent industry dispute resolution scheme. You can contact the service on 1300 780 808 toll free or by email to info@fos.org.au. You can also visit the FOS website at www.fos.org.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 FOS makes. You always have the option of seeking remedies elsewhere.

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

How to contact AAMI

Telephone: Call 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 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@aami.com.au

How to contact the Financial Ombudsman Service

Telephone: 1300 780 808 toll free.

Email: info@fos.org.au

We're here to help you
24 hours a day
7 days a week

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®



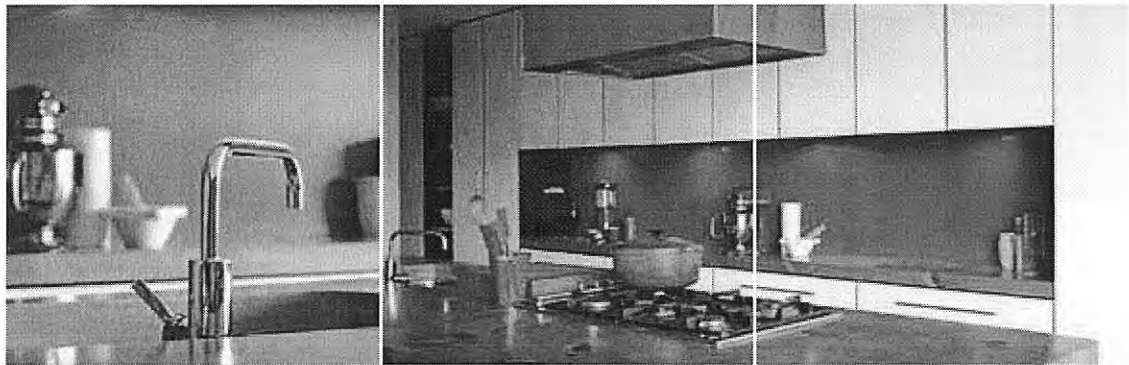
CONSUMER

AAMI uses
Greenhouse Friendly™
ENVI Coated Gloss Paper

ENVI Coated Gloss Paper is an Australian Government
certified Greenhouse Friendly™ Product

AAMI





LANDLORD INSURANCE POLICY

Product Disclosure Statement



AAMI





Flexible insurance from AAMI for residential investment property landlords

AAMI Landlord Insurance gives you the cover you need for your rental property.

In this booklet

AAMI Landlord Building and Landlord Contents

AAMI Landlord Building and Landlord Contents insurance provides building insurance for your rental home and, if you lease your rental home furnished, you can also choose to insure your landlord contents.

Peace of mind with complete replacement cover for your landlord building

AAMI Landlord Building Insurance with Complete Replacement Cover gives you absolute peace of mind.

We cover insured damage or loss to your landlord buildings for whatever it costs to repair or rebuild them.

AAMI Landlord Building Insurance with Complete Replacement Cover repairs or rebuilds insured damage or loss to your landlord buildings or pays the cost of repairing or rebuilding them:

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

Your landlord building will never be underinsured with AAMI. See page 21.

Peace of mind from guaranteed repair quality

The quality of workmanship and the materials used in any repair or rebuilding of your landlord building and landlord contents that we arrange and authorise will be guaranteed for the life of the property. See page 22.

AAMI Landlord Insurance with Tenant Protection

As well as covering your landlord building, and, if you choose, your landlord contents, this policy covers:

tenant rent default,
theft by your tenant, and
malicious damage by your tenant.

See page 35 for details.

Separately available from AAMI

Insurance for Landlords with Strata Title Rental Lots and Units

We offer two policies for landlords with strata title rental lots or units.

The first covers landlord fixtures and fittings, and, if you choose, landlord contents.

The second covers rent default, theft by your tenant and malicious damage by your tenant as well as landlord fixtures and fittings, and, if you choose, landlord contents.

Call 13 22 44 for full details.

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Important information

Your AAMI Product Disclosure Statement The AAMI Landlord Insurance policy

This Product Disclosure Statement provides information about the product we offer - the AAMI Landlord Insurance policy. When we agree to insure you, your policy comprises this booklet and your policy schedule which shows the detail of the policy particular to you. See page 56.

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 insured property has been damaged or stolen or someone is claiming against you, please phone us immediately. Call 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 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 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 about:

you,
your insured property,
the rental agreement between you and your tenant,
any events involving your insured property that result in a claim on your AAMI policy.



What we cover – the landlord building

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 agree to pay us the premium we charge and any excesses that apply,
- tell us if you renovate, improve or extend your landlord building after the policy commences. If you don't do this, any payment we make for the repair or rebuilding of your landlord 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 and their meanings, please read 'What do we mean by that on pages 54 - 57.

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 18.

See also 'Important general information for you' on page 46.

What do we cover as the landlord building?	What is it covered against?	How much is it covered for?	What optional cover is available?
The landlord 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 12 - 17.	The cost of repairing or rebuilding it with new materials to the same size and standard as your current home.	AAMI Landlord Insurance with Tenant Protection provides cover against tenant rent default, malicious damage and theft. See page 35.
See below for what the landlord building includes.			

This policy also covers 'other costs' see page 23, 'additional benefits' see page 28, and 'your legal liability' see page 32.

The building includes:

- outbuildings and permanent structural improvements,
- fixtures and fittings that are permanently attached to the landlord building or the site **except** those your tenant is liable for under the terms of your rental agreement,
- fixed wall or floor coverings such as carpets, tiles, floating floors, cupboards, internal blinds, drapes and curtains,
- that part of the building used for performing office work,



What we cover – landlord contents

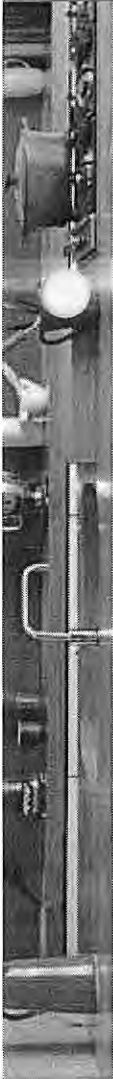
services, whether above or below ground, that are your property or for which you are liable,
any jett at your site owned by you and provided only for your tenant's domestic use.

The building excludes:

anything that is covered under 'What we cover as landlord contents' – see page 9,
any part of the landlord building or the site used for conducting a business, trade, professional services, or farming of any description,
any part of the landlord 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 construction,
houseboats, watercraft, caravans, mobile buildings (fixed or free-standing), motorised 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.

Where and how your landlord contents are covered

Which contents?	Where are they insured?	What are they covered against?	How much are they covered for?	What optional cover is available?
Landlord contents provided for your tenant's use, for domestic or residential purposes.	At your landlord building and within the site.	Damage or loss caused by the insured events listed on pages 12 - 17.	Up to the landlord contents amount covered, except for theft – see page 16.	AAMI Landlord Insurance with Tenant Protection provides cover against tenant rent default, malicious damage and theft. See page 35.



Your landlord contents

When you have insured your landlord building and your landlord contents under this policy, the contents items we cover are those provided for your tenant's use, for domestic or residential purposes, and which are:

- kept at the site,
- not permanently attached to any building,
- owned by you or for which you are legally liable.

These are contents such as furniture, loose floor coverings, wall hangings (for example, prints, paintings, framed photographs), sound and vision equipment (but not portable video cameras, cameras and other photographic equipment and not portable music systems), household linen, bedding, kitchen and dining equipment and free-standing appliances, computers and printers and associated equipment (but not their software and files), outdoor garden furniture and free-standing playground-type equipment.

Your landlord contents do not include

- Any: items that your tenant is liable for under the rental agreement,
- watches, jewellery, earrings; other items containing gold, silver, platinum, gems or precious or semi-precious stones; unset precious and semi-precious stones; bullion,
 - cards, coins, medals, stamps (whether or not in a set or collection),
 - cash, money orders, gift vouchers, tickets, manuscripts, certificates of title, licences, registration papers, negotiable instruments or documents of any kind,
 - clothing, furs; handbags, purses and wallets; travel bags, suitcases and briefcases; toiletries,
 - sunglasses and spectacles; binoculars, telescopes, opera glasses,

- portable video cameras, cameras and other photographic equipment, portable music systems,
- baby capsules, children's car seats and prams, sporting equipment,
- video tapes, CDs, DVDs and computer game software, computer software and files,
- contents temporarily removed from the site,
- motorised or other wheelchairs, medical equipment, artificial limbs and artificial body parts, aids and accessories,
- hedges (whether or not they form a fence), lawns, trees, shrubs, outdoor plants, flowers, garden beds or any other living material,
- houseboats, watercraft, aircraft, caravans, trailers and mobile homes (fixed or free-standing), motor vehicles, motorcycles, minibikes, go-karts and golf carts, motorised vehicles of any other type including wheelchairs and the spare parts and accessories of any of these items,
- fish, birds, pets or animals of any type,
- tools of trade, professional equipment and home business equipment, sundry equipment normally used or associated with an office; stock in trade or samples, business or trade cash takings or business assets, plant or equipment for any type of business including any type of farming,
- firearms stored at the site.

What we cover – insured events

This section describes under the headings:

Yes – the insured events you **are** covered for,

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

Yes

No

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

when your landlord building is insured, to that landlord building,

when your landlord contents are insured, to those landlord contents while they are in your landlord building or at the site.

You are not covered for:

Animals and birds - the actions of animals and birds

Damage or loss caused by:

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

Earthquake including subsidence and landslide caused by an earthquake.

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

Explosion

Fire (burning with flames).

Damage or loss caused by:

any process involving the application of heat where there was no flame, for example, cigarette burn marks or scorch marks are not covered, soot and smoke where your landlord building or the site has not been damaged by fire, **unless** there was an occurrence within your landlord building where no flame resulted but soot and smoke damage was caused.



Yes	No
Flood	Damage or loss caused by high tide.
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.	Damage or loss caused by: a tree or part of a tree being felled or lopped by a contractor engaged by your tenant or anyone living at the site.
Liquid escaping suddenly and unexpectedly from a: water main, drain, fixed pipe, gutter, guttering, fixed tank or drain, sink, basin, bath, shower, toilet or spa bath, dishwasher or washing machine, fixed heating or cooling system, aquarium.	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.
Malicious acts and vandalism – actual or attempted by persons who are not living at the site and who enter the building or site without your consent or the consent of any person living at the site.	Damage or loss caused by carelessness, lack of maintenance or poor housekeeping by you or your tenant or anyone living at the site. Damage or loss caused by: your tenant or anyone living at the site or anyone who has entered the landlord building or the site with their consent, unless you have insured the damaged or lost property under AAMI Landlord Insurance with Tenant Protection (see page 35) in which case malicious damage caused by your tenant or your tenant's visitors to your insured property at the site is covered. Damage or loss caused by you.



Yes

No

Riot, civil commotion or labour disturbances

Damage or loss caused if you or your tenant or anyone living at the site participated in the event.

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.

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

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

- a defect or fault in the design, structure or construction of your landlord 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 landlord building has not been otherwise damaged by storm.

Theft by persons who are not living at the site and who enter the building or site without your consent or the consent of any person living at the site.

Damage or loss caused by:

- your tenant or anyone living at the site or anyone who has entered the landlord building or the site with their consent,

unless you have insured the damaged or lost property under AAMI Landlord Insurance with Tenant Protection (see page 35) in which case damage or loss caused by your tenant or your tenant's visitors is covered.

Damage or loss caused by you.

If the damaged or lost landlord contents were in:

- the open air at the site, or
- any buildings or outbuildings that were not fitted with working locks, or partially enclosed buildings or areas of buildings such as carports, balconies, courtyards and verandahs,

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

Thunderbolt and lightning



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 insured property, 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 29, mould, wet or dry rot, rising damp or dampness, storm surge, being an increase in sea level that usually occurs with a severe storm or cyclone, tidal wave, tsunami, high tide or other actions of the sea, erosion or washing away of soil, earth or gravel, the washing 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, spa and their covers and liners, 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 animals and birds kept in your building or at the site,

the lawful taking or repossession of or from your insured property or the site, for example, a bank taking possession as a result of a mortgage default, fraud or 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 or someone acting on your behalf or by any person who enters the site or your landlord building with your consent; this includes your tenant **unless** you have covered your insured property under AAMI landlord insurance with Tenant Protection. See page 35,

war, warlike activities or revolution including any looting or pillaging, asbestos, asbestos fibres, or derivatives of asbestos in any form,

but when your landlord building is insured under this policy,

we will pay for the costs of removing and disposing of 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 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 combustion, detonation, fission and/or fusion of nuclear fuel or nuclear materials,

directly or indirectly caused by, arising from, or connected with actual or threatened chemical or biological pollution or contamination; 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

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

- for the safety and protection of your insured property,
- to prevent bodily injury or damage to property,
- to prevent damage to your insured property,
- to ensure compliance 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 or refuse to pay any claim you may make.



What we will pay – new for old

Repairing or rebuilding your landlord building

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

- can be properly repaired, or
- it is so severe that we reasonably believe your building will need to be rebuilt.

Repairing your landlord building

When we establish that your landlord building can be properly repaired, we will decide to:

- repair it, or
- pay the cost of repairing it.

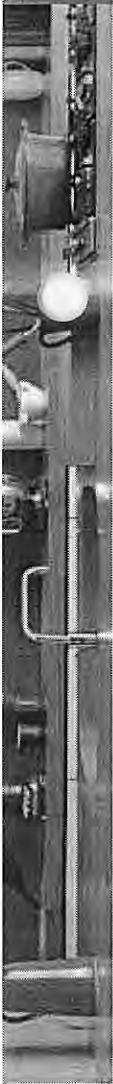
When we decide to repair your building, we will use new materials.

We will make reasonable 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 landlord building

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

- rebuild it to the same size and standard as your current landlord building, or
- pay the total cost of rebuilding it to the same size and standard as your current landlord building.



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

When we decide to rebuild your building and you are paying your premium in instalments, we will require you to pay the total unpaid balance 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 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, passageway, stairwell or functional area where the damage occurred.

Fixed wall and floor coverings are items such as tiles, floating floors, fixed cupboards and shelving.

The AAMI Repair Guarantee

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

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

Maintaining your landlord building; compliance with statutory requirements

We insure your landlord building 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 landlord building, and your landlord 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 landlord building,

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

removal from the site of fallen and unsafe parts of a tree when the tree or part of it has impacted with your landlord 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 landlord 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.

Legal costs to discharge your mortgage

We will pay your reasonable legal fees to discharge any mortgage on your landlord building when we pay the cost of rebuilding your landlord building.



Repairing or replacing your landlord contents

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

If we decide to repair or replace your landlord contents:

it will be with new materials or new contents,

we will make reasonable endeavours to match materials and contents. Where this does not achieve an exact match, materials and contents that in our opinion match the lost or damaged contents as near as reasonably practicable will be used.

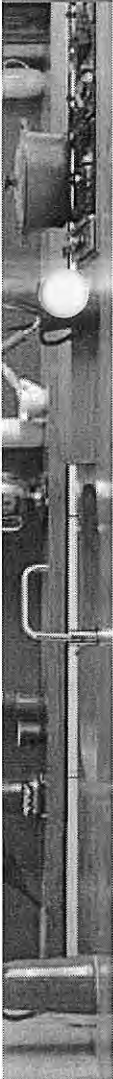
If we decide to pay the cost of repairing or replacing your landlord contents:

our payment will not exceed any limits detailed in this policy and it will not exceed the landlord contents amount covered, except as provided for under 'We also cover – additional benefits' on pages 30 and 31 of this policy,

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

We will pay up to the landlord contents amount covered shown on the most recent of your policy schedule and your renewal notice.

See 'The AAMI Repair Guarantee' on page 22.



We do not pay for

We do not pay for:

the repair or replacement of undamaged landlord contents or undamaged part of them to match landlord contents we have repaired or replaced,

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

damage or loss on a 'new for old' basis for old landlord contents which have passed their 'use by' date and are stored away. We pay the reasonable market value for these landlord contents based on their age and condition at the time of the loss.

Maintaining your contents

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

If, when you claim for damage or loss, your landlord contents have not been properly maintained and repaired, we may reduce our payment or refuse to pay your claim.

Other costs

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

Removal of debris

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

When your landlord contents are removed for storage or repair

If your landlord building is damaged or destroyed by an insured event, we will pay: the reasonable cost of any necessary removal and storage of your landlord contents during the reasonable period for up to 12 months while your landlord building is being rebuilt or repaired,

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



What we cover – additional benefits

When your landlord building is insured

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 landlord building, glass (but not light globes) in a fixed light fitting in your landlord building, fixed basins, sinks, baths, shower bases, lavatory pans or cisterns in your landlord building.

We will also repair or replace or pay the cost 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 is not covered),
any area of glass or item which is already damaged or in an imperfect condition.

We pay for loss of rent

We will pay for the loss of rent incurred by you while your landlord building is being rebuilt or repaired if:

your landlord building has been damaged or lost by an insured event, and we agree your landlord building is no longer habitable, and
your tenant was paying rent due under a current rental agreement with you for at least four consecutive weeks preceding the date the damage or loss occurred.

We also pay loss of rent if:

we agree that access to your landlord building is prevented by accidental damage or loss to other property near your landlord building, and

your tenant was paying rent due under a current rental agreement with you for at least four consecutive weeks preceding the date the damage or loss occurred.

Our payment will be actual loss of rent incurred by you during the reasonable period up to 12 months required to repair or rebuild your landlord building or to restore access to your landlord building and it is otherwise habitable.

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 piece of fixed domestic equipment forming part of your landlord building.


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

We help to locate water leaks

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



We help replace locks

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

When your landlord contents are insured together with your landlord building

Any payment we make under the following benefits will be additional to the landlord contents amount covered and will include GST.

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 landlord contents (including table tops, wall mirrors and free-standing lights).

We will not replace or pay for:

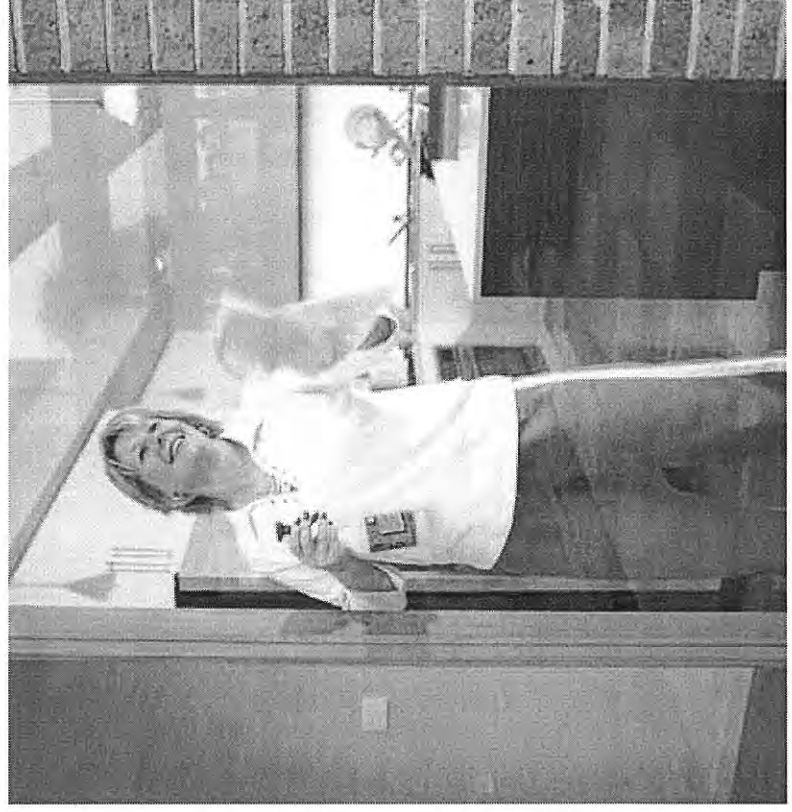
- any accidental breakage which has occurred while the item is outside your landlord building,
- any area of glass or item which is already damaged or in an imperfect condition,
- the picture tube or screen of any computer, television set or other type of visual display unit,
- any glass in a picture or photo frame, clock, radio, stereo or CD, video or DVD player
- glass vases, ornaments or light globes.

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 landlord contents.

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





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

When we will pay

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

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

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

Where your landlord building 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 lot or unit, you do not have any other liability insurance for your lot or unit, and we have agreed to provide Landlord 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 plan 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 provide cover for your legal liability arising from or involving:

any of the causes listed under 'What we do not cover' on pages 18 - 19 of this booklet,

your occupancy or ownership of any residence, building or land other than your landlord 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,

an event that you have organised or are legally responsible for, **except where** the event takes place on 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, watercraft (including sail boats) or 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,

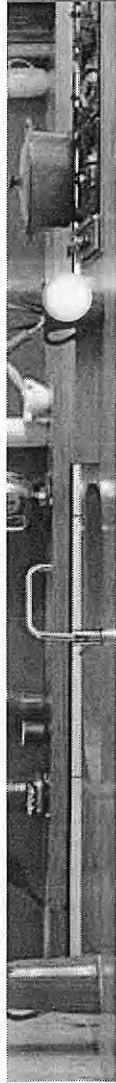
vibration, or the removal of, or interference with the support of land, buildings or other property,

alterations, additions, repairs or redecorations of your building or 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 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' Compensation or similar legislation and who, at the time of the accident, were employed by you or your tenant or anyone living at the site, the use of any part of your landlord building or the site for business, trade, professional services, farming of any type, **but not:**

the use of that part of the dwelling used for performing office work,



AAMI Landlord Insurance with Tenant Protection

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

- by you or on your behalf, **unless** the business is landlord of the insured property covered by this policy,
- by or on behalf of your tenant or anyone living at the site,
- by or on behalf of any company, trust or other legal entity in which you or your tenant or anyone living at the site has an interest (legal, beneficial or otherwise),
- civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages however described.

AAMI Landlord Insurance with Tenant Protection provides all the protection and benefits of AAMI Landlord Insurance plus cover for:

- rent default,
- malicious damage to your insured property by your tenant, and
- theft of your insured property by your tenant.

What we pay under tenant protection

Our payment for damage or loss to your landlord buildings caused:

- maliciously by your tenant, or
 - during theft by your tenant,
- will be up to the cost of repairing or rebuilding them:
- with new materials,
 - to the same size and standard of your current buildings.

When your landlord contents are insured, any payment we make will be within the landlord contents amount covered.

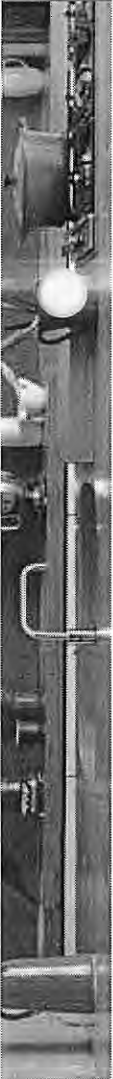
Any payments we make will include GST and will be subject to the same terms, conditions and exclusions as apply to AAMI Landlord Insurance, **other than** as set out below in this AAMI Landlord Insurance with Tenant Protection section.

When we will not pay

Once we have paid a claim arising during the period of cover against any of these benefits and:

- you make a further claim for a separate event, and
 - your tenant is the same tenant whose actions resulted in the first claim,
- we will not pay** the further claim regardless of which benefit is claimed against.





Our payment is reduced by the equivalent of the tenant's bond

Our payment for rent default claims does not cover the first four weeks your tenant is in default. Claims for theft or malicious damage by your tenant are reduced by the equivalent of four weeks rent.

Four weeks rent ordinarily is the amount of the security bond paid by tenants and retained by landlords when the rental agreement is sufficiently breached by the tenant.

Rent default

We will reimburse you for your loss of rent when your tenant stops paying and you stop receiving rent due under the current rental agreement and your tenant:

remains in default after you have issued any required notices, or
vacates your building permanently without providing the notice required under the current rental agreement.

We will pay the weekly equivalent of the rent provided by the rental agreement, commencing from

the fifth consecutive week your tenant is in default,
and continuing:

for 13 weeks , or

until rental payment re-commences, or

until your building is re-tenanted,

whichever comes first.

We will not pay for the first four consecutive weeks your tenant is in default.

We will not pay at all, unless your tenant has actually paid rent due under the current rental agreement for at least four consecutive weeks from the later of:

the commencement of that agreement, or
the commencement of this policy.

Malicious damage by your tenant

We will pay to repair or replace damage or loss maliciously caused by your tenant or your tenant's visitors to your insured property at the site.

Our payment will be reduced by an amount equivalent to four weeks rent at the rate payable under the current rental agreement.

We will not pay for damage or loss caused by carelessness, lack of maintenance or poor housekeeping by you or your tenant or anyone living at the site.

Theft by your tenant

We will pay to repair or replace damage or loss caused by theft of your insured property from the site by your tenant, or your tenant's visitors.

Our payment will be reduced by an amount equivalent to four weeks rent at the rate payable under the current rental agreement.



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 at 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 insured property, you help us make speedy and accurate decisions regarding your claim and the repair, replacement or the rebuilding of your insured property. This information helps establish ownership of property and its value and condition and the value of any lost rent you may be claiming

This information includes:

receipts, bank and credit card statements, agreements and reports, valuations and photographs (photographs do not have to be specifically of your insured property; 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 value of your claim, then we may reduce or refuse to pay your claim.

What happens when you claim on your AAMI policy

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

for our assessor to meet with you, inspect your landlord building and/or landlord contents and confirm the full details of the damage or loss, temporary repairs to and the securing of your landlord building and/or landlord contents.

We discuss with you what is necessary to make good the damage or loss and then we will decide:

for your landlord building, either to repair or rebuild your building or pay the cost of repairing or rebuilding your landlord building to the same size and standard as your current landlord building.

for your landlord contents, either to repair or replace your contents or pay the cost of repairing or replacing your landlord contents up to the landlord amount covered.

Repairing and/or replacing your insured property

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

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



Changes to your landlord building

You can have changes made to the design and structure of your landlord building before repair or rebuilding. Any extra 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.

What happens to your policy when you claim?

Damage or loss to your landlord buildings

When we establish that...	What happens to your policy
the damage or loss can be repaired, we decide either to...	repair your building. or pay the cost of repairing your building. Your policy continues for the remainder of the period of cover. Your policy continues for the remainder of the period of cover.
the damage or loss can't be repaired and your building has to be rebuilt, we decide either to...	rebuild your building. or pay the cost of rebuilding your building. Your policy continues for the remainder of the period of cover. 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.

Damage or loss to your landlord contents

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. or to pay the cost of repairing or replacing your contents. Your policy continues for the remainder of the period of cover. Your policy continues for the remainder of the period of cover.
the damage or loss is likely to be greater than your contents amount covered, we decide to...	pay the amount covered for your contents. Your contents cover 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. If you wish to reinstate 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 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 insured property to inspect damage or loss, arrange quotations, repair or rebuilding, and undertake progress inspections if required.

Obtaining our written authority for the repair of your insured property

You must not authorise the repair of your insured property, 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 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,
- undergoing an interview or interviews about the circumstances of the claim, appearing 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 any relevant letters and notices that come into your possession.

We shall be entitled, but not obliged, to defend or represent you in any legal

proceedings relating to an accident or occurrence 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 any claim made against you, provided 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 our benefit your legal right of recovery against any other party (including a party involved in making good any damage or 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 insured property is at greater risk of damage or loss when your building is unoccupied for a lengthy period.

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

which occurs after your landlord building has not been occupied for 60 continuous days, an additional compulsory excess is payable.

What happens when your building and contents are insured with AAMI

When your landlord building and landlord contents are insured with AAMI and your claim is for damage or loss to both, whichever is the higher of your total building and your total contents excesses, including any FlexiPremium 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 Mail Centre, Victoria 8001.

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

Value your landlord contents for their current replacement cost

We will pay up to the amount covered to replace your landlord 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 access 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 contents at the end of each period of cover to account for inflationary trends.

When we quote you a premium

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

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

- the value, when you wish to insure them, of your landlord contents, our experience of the incidence and cost of landlord building and, where applicable, landlord contents claims,

- the value of the benefits we include within your cover, your insurance history,

- the insured address (the address where your landlord 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 particular circumstances.

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

An excess may be payable on any claim you make on this policy. See page 44 for further details.

Secure contents

When your landlord contents are insured under this policy and they are protected by additional security at your landlord 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.

Premium discounts may also apply according to:

- your claims history as an AAMI Landlord Insurance policyholder,
- the number of AAMI insurance policies you hold.

Please call AAMI on 13 22 44 for further details.

Paying your premium

You can pay your premium annually by cheque, credit card, BPAY, online through AAMI e-PAY, or in cash 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 instalments 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 applied before these additional costs are calculated.

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 date,

your financial institution may also 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 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 contact us at least seven days before the debit day.

If you cancel 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 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 establish that the damage or loss to:

- your building is so severe that it will need to be rebuilt; and/or
- your contents is so extensive that we decide to pay the contents amount covered,

we will require you to pay the total unpaid balance of your landlord building and/or landlord contents 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 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 cancellation

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

In both cases, we will refund you the unexpired portion of the premium less any cancellation processing charge to cover the reasonable administrative and transactions costs incurred by AAMI.

To cancel your policy, please call us on 13 22 44.

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

Joint policyholders

When you insure your landlord property 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.

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 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 appeal services are available to you. See page 58 for full details.

The General Insurance Code of Practice

AAMI is a signatory to the General Insurance Code of Practice 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 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 from the Financial Ombudsman Service (FOS). You can contact the FOS on 1300 780 808, toll free, or you can access the Code at www.codeofpractice.com.au



What do we mean by that?

AAMI, we, us, 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.

Collection or **set** means a group of items of sufficiently common type, appearance or nature that they reasonably belong together and that is devalued if one or more of the group is damaged or lost.

Cover and **covers** mean the protection provided by your policy.

Damage and loss.

Damage means actual physical damage to your insured property.

Loss or **lost** means your insured property or a part of your insured property being destroyed, stolen or damaged beyond economical 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** means items used for domestic and residential purposes, and which are permanently attached to your landlord building or the site.

Insured address means the address at which your landlord building is located.

Insured event. The occurrences we have listed on pages 12 to 17 which cause damage and loss to your insured property.

Insured property means:

the landlord building, and

when you have insured them under this policy,

the landlord contents.

Landlord means the person named in the insurance schedule as the insured property owner and whose landlord building is being rented for domestic or residential purposes.

Landlord building means the building(s) covered under this policy.

See pages 7 to 8 for the buildings that **are** covered and **are not** covered.

Landlord contents means the contents covered under this policy.

See pages 9 - 11 for the contents that **are** covered and **are not** covered.

Landlord contents amount covered is the most we will pay, less any excesses and amounts we deduct from claims under AAMI Landlord Insurance with Tenant Protection, for any accidental damage and loss to your landlord contents covered by your AAMI policy occurring during the period of cover. The landlord contents amount covered includes GST. The current landlord contents amount covered is shown on the most recent of your insurance schedule and your renewal notice.

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

Occupied means your tenant or another person is living or staying in the landlord building or at the site 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 status of your policy. These notices are the most 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 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 your tenant and you or your agent which sets out the terms and conditions of the tenancy including the tenancy period and the amount of rent payable to you.

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 as 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 fall of rain, snow or hail.

Theft means actual or attempted theft and burglary.

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

Your tenant's family means the following people who normally live with your tenant:

- your tenant's spouse or partner,
- your tenant's children, parents, grandparents, grandchildren, brothers and sisters,

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

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.

Your tenant means all persons named in the rental agreement provided that they are normally living in the landlord building or at the site, and their family.





The AAMI Consumer Appeals Service

What to do if you are not satisfied with us

Here is how the AAMI Consumer 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

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
appeal to the Financial Ombudsman Service. We will help you do this.

The Financial Ombudsman Service is an independent industry dispute
resolution scheme. You can contact the service on 1300 780 808 toll free
or by email to info@fos.org.au. You can also visit the FOS website at
www.fos.org.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 FOS makes.
You always have the option of seeking remedies elsewhere.

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

How to contact AAMI

Telephone: 13 22 44 (24 hours a day, every day of the year).

How to contact AAMI Consumer Appeals

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

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@aami.com.au

How to contact the Financial Ombudsman Service

Telephone: 1300 780 808 toll free.

Email: info@fos.org.au

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We're here to help you
24 hours a day
7 days a week

13 22 44

aami.com.au

Customer Comment Line: 1300 360 361
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Greenhouse Friendly™
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AAMI





AAMI Landlord Insurance Policy Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement has been provided to explain a new limitation to cover that should be read together with and will form part of your AAMI Landlord Insurance Policy – Product Disclosure Statement ("your Policy") - completed 31 July 2006).

The following section replaces the sentence, "**We will not pay** for the first four consecutive weeks your tenant is in default" on page 36 of your Policy.

We will not pay for:

the first four consecutive weeks your tenant is in default,

loss of rent directly or indirectly caused by, arising from or connected with a human pandemic, epidemic or any other outbreak of infectious disease declared by any government, statutory or regulatory authority.

This Supplementary Product Disclosure Statement was completed on 17 May 2007.

Questions?

If you have any questions, please contact us on:

Ph: 13 22 44

www.aami.com.au

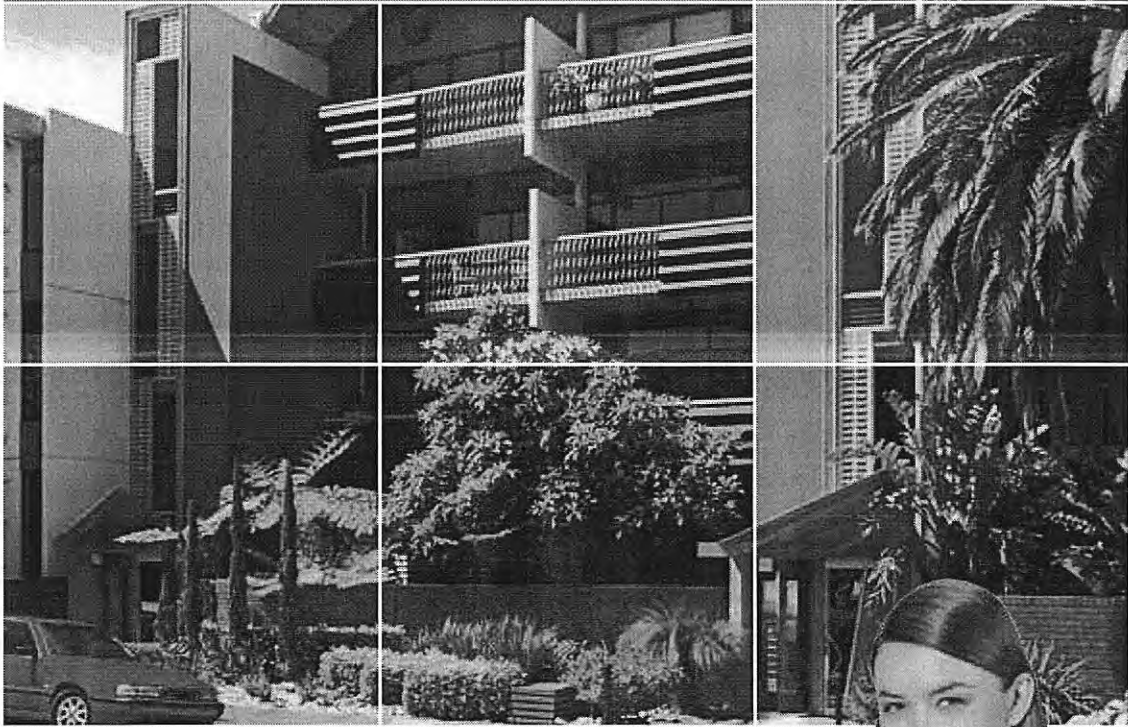
AAMI Customer Comment Line 1300 360 361

Australian Associated Motor Insurers Ltd
AFS Licence Number 238173
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STRATA TITLE LANDLORD INSURANCE POLICY

Product Disclosure Statement



AAMI



Flexible insurance from AAMI for residential investment property landlords

AAMI Strata Title Landlord Insurance gives you the cover you need for your rental property.

In this booklet

AAMI Strata Title Landlord Insurance

AAMI Strata Title Landlord Insurance removes any doubt about whether your landlord fixtures and fittings are insured. We cover damage or loss to your landlord fixtures and fittings when that damage or loss is caused by an insured event and it is not insurable by your body corporate. See page 7 for details.

When you lease your lot or unit partly or fully furnished, you can insure the contents you provide for your tenant's use for their replacement value with AAMI. See page 9 for details.

AAMI Strata Title Landlord Insurance with Tenant Protection

As well as covering your landlord fixtures and fittings, and, if you choose, your landlord contents, this policy covers:

- tenant rent default,
- theft by your tenant, and
- malicious damage or vandalism by your tenant.

See page 30 for details.

Separately available from AAMI

AAMI Landlord Building and Landlord Contents

AAMI Landlord Building and Landlord Contents insurance provides building insurance for your rental home and, if you lease your rental home furnished, you can also choose to insure your landlord contents.

AAMI Landlord Insurance with Tenant Protection

As well as covering your landlord building, and, if you choose, your landlord contents, this policy covers rent default, theft by your tenant and malicious damage by your tenant.

Call 13 22 44 for full details.

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Important information

Your AAMI Product Disclosure Statement The AAMI Strata Title Landlord Insurance policy

This Product Disclosure Statement provides information about the product we offer - the AAMI Strata Title Landlord Insurance policy. When we agree to insure you, your policy comprises this booklet and your policy schedule which shows the detail of the policy particular to you. See page 48.

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 insured property has been damaged or stolen or someone is claiming against you, please phone us immediately. Call 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 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 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 about:

- you,
- your insured property,
- the strata title building insurance policy covering your lot or unit at the insured address,

the rental agreement between you and your tenant, any events involving your insured property 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 agree to pay us the premium we charge and any excesses that apply.

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 and their meanings, please read 'What do we mean by that' on pages 46 - 49.

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 18.

See also 'Important general information for you' on pages 39 - 45.

What we cover

What we cover as the landlord fixtures and fittings

When your lot or unit is part of a strata title or similar development, the buildings, structures and common property at the development generally are insurable by the body corporate or similar entity.

That insurance may also cover fixtures and fittings within your lot or unit and loss of rent. In circumstances where it doesn't, AAMI provides the following cover:

When an event insured under AAMI Strata Title Landlord Insurance occurs during the period of cover, and:

- it causes damage or loss to your landlord fixtures and fittings or loss of rent at your lot or unit, and
- that damage or loss **is not insurable** by the body corporate for the strata title development at your insured address,

we cover your landlord fixtures and fittings and loss of rent as set out below.

Any payment we make will be within the amount covered and will include GST.

Protection for your landlord fixtures and fittings

We will pay to repair or replace loss or damage to your landlord fixtures and fittings, including fixed floor coverings, internal blinds and curtains, in your lot or unit that are not insurable by the body corporate.

We will pay up to the amount covered shown on the most recent of your policy schedule and your renewal notice.

We **will not** pay for loss or damage to landlord fixtures and fittings insurable by the body corporate for the strata title development at your insured address.



What we cover – the landlord contents

Protection for loss of rent

We will pay for the loss of rent incurred by you while your insured property is being repaired or replaced if:

- it has been damaged or lost by an insured event, and
- we agree your lot or unit is no longer habitable, and

your tenant was paying rent due under a current rental agreement for at least four consecutive weeks preceding the date the damage or loss occurred.

We also pay loss of rent if:

we agree that access to your lot or unit is prevented by accidental damage or loss to other property near your lot or unit, and

your tenant was paying rent due under a current rental agreement for at least four consecutive weeks preceding the date the damage or loss occurred.

We will pay for loss of rent at the weekly rental provided by the rental agreement:

for 13 weeks, or

until your insured property has been repaired or replaced, or access has been restored to your lot or unit and it is otherwise habitable, whichever comes first.

We **will not** pay for loss of rent insurable by the body corporate for the strata title development at your insured address.

Where and how your landlord contents are covered

Which contents?	Where are they insured?	What are they covered against?	How much are they covered for?	What optional cover is available?
Landlord contents provided for your tenant's use, for domestic or residential purposes.	At your landlord lot or unit.	Damage or loss caused by the insured events listed on pages 12 - 17.	Up to the amount covered except for theft - see page 16.	AAMI Strata Title Landlord Insurance with Tenant Protection provides cover against tenant rent default, malicious damage and theft. See page 30.

Your landlord contents

When you have insured your landlord fixtures and fittings and your landlord contents under this policy, the contents items we cover are those provided for your tenant's use, for domestic or residential purposes, and which are:

- kept at the lot or unit,
- not permanently attached to the land or structure at the lot or unit, owned by you or for which you are legally liable.

These are contents such as furniture, loose floor coverings, wall hangings (for example, prints, paintings, framed photographs), sound and vision equipment (but not portable video cameras, cameras and other photographic equipment and not portable music systems), household linen, bedding, kitchen and dining equipment and free-standing appliances, computers and printers and associated equipment (but not their software and files), outdoor garden furniture and free-standing playground-type equipment.

Your landlord contents do not include

Any:

items that your tenant is liable for under the rental agreement,

- watches, jewellery, earrings; other items containing gold, silver, platinum, gems or precious or semi-precious stones; unset precious and semi-precious stones; bullion,
- cards, coins, medals, stamps (whether or not in a set or collection),
- cash, money orders, gift vouchers, tickets, manuscripts, certificates of title, licences, registration papers, negotiable instruments or documents of any kind,
- clothing, furs; handbags, purses and wallets; travel bags, suitcases and briefcases; toiletries,
- sunglasses and spectacles; binoculars, telescopes, opera glasses,
- portable video cameras, cameras and other photographic equipment,
- portable music systems,
- baby capsules, children's car seats and prams,
- sporting equipment,
- videotapes, CDs, DVDs and computer game software,
- computer software and files,

contents temporarily removed from your lot or unit,

- motorised or other wheelchairs, medical equipment, artificial limbs and artificial body parts, aids and accessories,
- hedges (whether or not they form a fence), lawns, trees, shrubs, outdoor plants, flowers, garden beds or any other living material,
- houseboats, watercraft, aircraft, caravans, trailers and mobile homes (fixed or free-standing), motor vehicles, motorcycles, minibikes, go-karts and golf carts, motorised vehicles of any other type including wheelchairs and the spare parts and accessories of any of these items,
- fish, birds, pets or animals of any type,
- tools of trade, professional equipment and home business equipment, sundry equipment normally used or associated with an office; stock in trade or samples, business or trade cash takings or business assets, plant or equipment for any type of business including any type of farming,
- firearms stored at the lot or unit.



What we cover – insured events

This section describes under the headings:

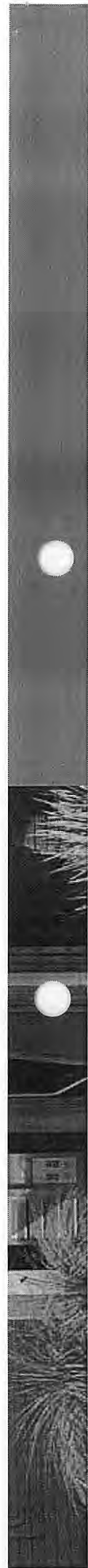
Yes – the insured events you **are** covered for,

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

Yes	No
You are covered for damage or loss occurring during the period of cover and caused by the following events to: your insured property while it is in your lot or unit.	You are not covered for: damage or loss to any building, structure or land that comprises or forms part of your lot or unit, or the boundary of it.
Animals and birds – the actions of animals and birds	Damage or loss caused by: vermin, rodents, insects (including termites), domestic animals, animals and birds kept in your landlord building or at the lot or unit, scratching, chewing, tearing or soiling the exterior of all buildings and the interior of partially enclosed buildings.
Earthquake including subsidence and landslide caused by an earthquake.	Damage or loss caused by tidal wave, tsunami, high tide or other actions of the sea.
Explosion	
Fire (burning with flames).	Damage or loss caused by: any process involving the application of heat where there was no flame, for example, cigarette burn marks or scorch marks are not covered, soot and smoke where your lot or unit has not been damaged by fire, unless there was an occurrence within your lot or unit where no flame resulted but soot and smoke damage was caused.



Yes	No
Flood	Damage or loss caused by high tide.
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.	Damage or loss caused by: a tree or part of a tree being felled or lopped by a contractor engaged by your tenant or anyone living at your lot or unit.
Liquid escaping suddenly and unexpectedly from a: water main, drain, fixed pipe, gutter, guttering, fixed tank or drain, sink, basin, bath, shower, toilet or spa bath, dishwasher or washing machine, fixed heating or cooling system, aquarium.	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.
Malicious acts and vandalism – actual or attempted by persons who are not living at the lot or unit and who enter the lot or unit without your consent or the consent of any person living at the lot or unit.	Damage or loss caused by carelessness, lack of maintenance or poor housekeeping by you or your tenant or anyone living at your lot or unit. Damage or loss caused by: your tenant or anyone living at your lot or unit or anyone who has entered the lot or unit with their consent, unless you have insured the damaged or lost property under AAMI Strata Title Landlord Insurance with Tenant Protection (see page 30) in which case malicious damage caused by your tenant or your tenant's visitors to your insured property at the lot or unit is covered. Damage or loss caused by you.



Yes

No

Riot, civil commotion or labour disturbances

Damage or loss caused if you or your tenant or anyone living at the lot or unit participated in the event.

Storm including stormwater runoff from areas surrounding the lot or unit, 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 lot or unit due to:

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

a defect or fault in the design, structure or construction of your lot or unit 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 lot or unit has not been otherwise damaged by storm.

Theft – by persons who are not living at the lot or unit and who enter the building or lot or unit without your consent or the consent of any person living at the lot or unit.

Damage or loss caused by:

your tenant or anyone living at the lot or unit or anyone who has entered the lot or unit with their consent,

If the damaged or lost landlord contents were in:

unless you have insured the damaged or lost property under AAMI Sirata Title Landlord Insurance with Tenant Protection (see page 30) in which case damage or loss caused by your tenant or your tenant's visitors is covered.

the open air at the lot or unit,

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

partially enclosed buildings or areas of buildings such as carports, on-site car parking bays, balconies, courtyards and verandahs,

Damage or loss caused by you.

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

Thunderbolt and lightning



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 insured property, 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 25,

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

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

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

erosion or washing away of soil, earth or gravel,

the washing 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, spa and their covers and liners, septic tank or other inground structure **unless** caused by the insured events of earthquake or impact,

the actions of trees, plants or their roots,

scratching, chewing, tearing or soiling by animals and birds kept in your lot or unit,

actions of insects (including termites) or vermin,

the lawful taking or repossession of or from your lot or unit, for example, a bank taking possession as a result of a mortgage default,

fraud or 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 or someone acting on your behalf or by any person who enters your lot or unit with your consent; this includes your tenant **unless** you have covered your insured property under AAMI Strata Title Landlord Insurance with Tenant Protection. See page 30.

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 combustion, detonation, fission and/or fusion of nuclear fuel or nuclear materials,

directly or indirectly caused by, arising from, or connected with actual or threatened chemical or biological pollution or contamination; 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.

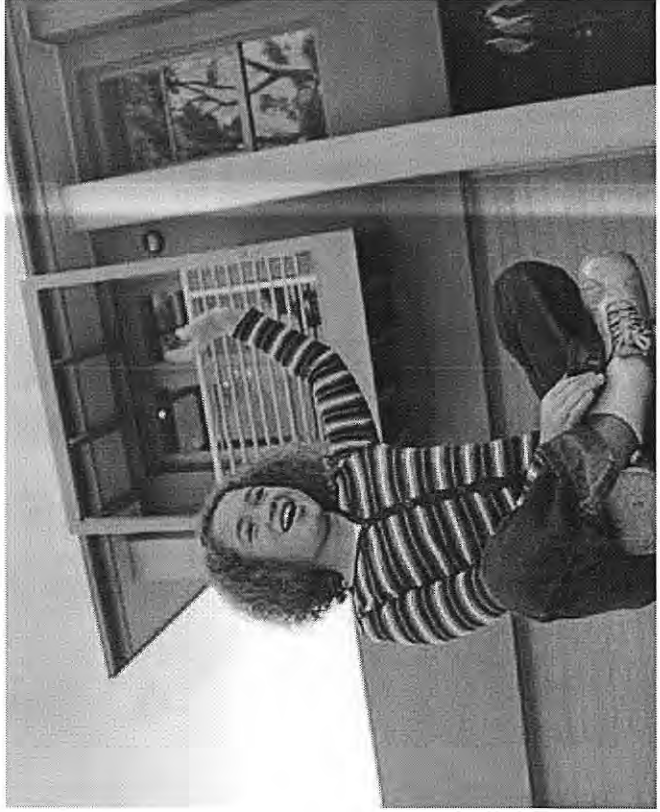
Precautions that you need to take

Precautions

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

- for the safety and protection of your insured property,
- to prevent bodily injury or damage to property,
- to prevent damage to your insured property,
- to ensure compliance 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 or refuse to pay any claim you may make.



What we will pay – new for old

Repairing or replacing your insured property

When an insured event causes damage or loss to your insured property during the period of cover, we will pay up to the amount covered shown on the most recent of your policy schedule and your renewal notice.

We will decide either to repair or replace your insured property or to pay the cost of repairing or replacing it.

If we decide to repair or replace your insured property: it will be with new materials or new items.

We will make reasonable endeavours to match materials. Where this does not achieve an exact match, materials and contents that in our opinion match the damaged or lost materials and contents as near as reasonably practicable will be used.

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

our payment will not exceed any limits detailed in this policy and it will not exceed the amount covered, except as provided for under 'We also cover – additional benefits' on page 25 of this policy,

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

When we decide to pay you the total amount covered for your insured property and you are paying your premium in instalments, we will require you to pay the total unpaid balance 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 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, passageway, stairwell or functional area where the damage occurred.

Fixed wall and floor coverings are items such as tiles, floating floors, fixed cupboards and shelving.

The AAMI Repair Guarantee

The quality of workmanship and the materials used in any repair or replacement of your landlord fixtures and fittings and landlord contents that we arrange and authorise will be guaranteed for the life of the property.

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

We do not pay for

We do not pay for:

the repair or replacement of undamaged insured property or undamaged part of it to match property we have repaired or replaced,

any decrease in the value of a pair, set or collection when the damaged or lost contents forms part of the pair, set or collection.

We pay only for the repair or replacement of the item which was damaged or lost,

damage or loss on a 'new for old' basis for old contents which have passed their 'use by' date and are stored away. We pay the reasonable market value for these contents based on their age and condition at the time of the loss.

Maintaining your insured property; compliance with statutory requirements

We insure your property 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 insured property, and your insured property:

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.



What we cover – additional benefits

Other costs

Our payment will include, where applicable, the following costs and any payment we make will be included within the amount covered. Where we decide to reimburse a cost you have incurred, our payment will not be more than the actual cost you incur.

Removal of debris

If necessary, we will pay the reasonable cost of, and, at our option, arrange for the removal from your lot or unit of damaged or destroyed insured property.

When your insured property is removed by us for storage or repair

If your lot or unit is damaged or destroyed by an insured event, we will pay: the reasonable cost of any necessary removal and storage of your insured property during the reasonable period up to 12 months required to repair or rebuild your lot or unit, for any additional loss or damage to your insured property caused by an insured event while it is at the place of storage or repair, provided the amount covered is not exceeded.

Any payment we make under the following benefits will be additional to the amount covered and will include GST.

When your landlord fixtures and fittings are insured

Accidental breakage

We will either replace or pay the reasonable cost of replacing the following when they are part of your landlord fixtures and fittings and they are accidentally broken:

- any area of glass forming part of your landlord fixtures and fittings, fixed basins, sinks, baths, shower bases, lavatory pans or cisterns.

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 is not covered),
- any area of glass or item which is already damaged or in an imperfect condition.

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 piece of fixed domestic equipment forming part of your landlord fixtures and fittings,

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



When your landlord contents are insured together with your landlord fixtures and fittings

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 landlord contents (including table tops, 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 lot or unit,

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

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

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

- glass vases, ornaments or light globes.

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 insured property.

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

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

When we will pay

We will cover your legal liability arising from accidents that happen within your lot or unit.

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

- bodily injury or death to any person other than you or your family, damage to or loss of property, other than property which you or your family 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 involving:

- any of the causes listed under 'What we do not cover' on pages 18 to 19 of this booklet,
- your occupancy or ownership of any residence, building or land other than your lot or unit,
- 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, an event that you have organised or are legally responsible for, **except** where the event takes place at your lot or unit,
- 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, watercraft (including sail boats) or 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 lot or unit 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 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' Compensation or similar legislation and who, at the time of the accident, were employed by you or your tenant or anyone living at the lot or unit,

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

the use of that part of the lot or unit used for performing office work,

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

by you or on your behalf, **unless** the business is landlord of the insured property covered by this policy,

by or on behalf of your tenant or anyone living at the lot or unit,

by or on behalf of any company, trust or other legal entity in which you or your tenant or anyone living at the lot or unit has an interest (legal, beneficial or otherwise).

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



AAMI Strata Title Landlord Insurance with Tenant Protection

AAMI Strata Title Landlord Insurance with Tenant Protection provides all the protection and benefits of AAMI Strata Title Landlord Insurance plus cover for:

- rent default,
- theft of your insured property by your tenant,
- malicious damage to your insured property by your tenant.

What we pay

Any payment we make will be:

- within the amount covered for your insured property and will include GST,
- subject to the same terms, conditions and exclusions as apply to AAMI Strata Title Landlord Insurance, other than as set out below in this AAMI Strata Title Landlord Insurance with Tenant Protection section.

When we will not pay

Once we have paid a claim arising during the period of cover against any of these benefits and:

- you make a further claim for a separate event, and
- your tenant is the same tenant whose actions resulted in the first claim, **we will not pay** the further claim regardless of which benefit is claimed against.

Our payment is reduced by the equivalent of the tenant's bond.

Our payment for rent default claims does not cover the first four weeks your tenant is in default. Claims for theft or malicious damage by your tenant are reduced by the equivalent of four weeks rent.

Four weeks rent ordinarily is the amount of the security bond paid by tenants and retained by landlords when the rental agreement is sufficiently breached by the tenant.

Rent default

We will reimburse you for your loss of rent when your tenant stops paying and you stop receiving rent due under the current rental agreement and your tenant:

- remains in default after you have issued any required notices, or
- vacates your lot or unit permanently without providing the notice required under the current rental agreement.

We will pay the weekly equivalent of the rent provided by the rental agreement, commencing from

- the fifth consecutive week your tenant is in default,

and continuing:

- for 13 weeks, or
- until your lot or unit is re-tenanted, or
- until payment re-commences, whichever comes first.

We will not pay for the first four consecutive weeks your tenant is in default.

We will not pay at all, unless your tenant has actually paid rent due under the current rental agreement for at least four consecutive weeks from the later of:

- the commencement of that agreement, or
- the commencement of this policy.

Malicious damage by your tenant

We will pay to repair or replace damage or loss maliciously caused by your tenant or your tenant's visitors to your insured property at your lot or unit.

Our payment will be reduced by an amount equivalent to four weeks rent at the rate payable under the current rental agreement.

We will not pay for loss or damage caused by carelessness, lack of maintenance or poor housekeeping by you or your tenant or anyone normally living at the lot or unit.

Theft by your tenant

We will pay to repair or replace damage or loss caused by theft of your insured property from your lot or unit by your tenant, or your tenant's visitors.

Our payment will be reduced by an amount equivalent to four weeks rent at the rate payable under the current rental agreement.



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 at 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 insured property, you help us make speedy and accurate decisions regarding your claim and the repair or the replacement of your insured property. This information helps establish ownership of property 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 insured property; 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 value of your claim, then we may reduce or refuse to pay your claim.

When you claim against the cover we provide for landlord fixtures and fittings and loss of rent (see pages 7 - 8), you will need to provide us with a copy of the Strata Title Building Insurance policy covering your lot or unit so we can establish if the cover we provide applies to your claim.

What happens when you claim on your AAMI policy

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

for our assessor to meet with you, inspect your insured property and confirm the full details of the loss or damage, temporary repairs to and the securing of your insured property.

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

Repairing and/or replacing your insured property

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

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

What happens to your policy when you claim?

When we establish that...	What happens to your policy
the damage or loss can be repaired, we decide either to...	Your policy continues for the remainder of the period of cover.
or to pay the cost of repairing or replacing your property.	Your policy continues for the remainder of the period of cover.
the damage or loss is likely to be greater than your amount covered, we decide to...	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.

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 insured property to inspect damage or loss, arrange quotations, repair or rebuilding, and undertake progress inspections if required.

Obtaining our written authority for the repair of your insured property

You must not authorise the repair of your insured property, 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 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,
- undergoing an interview or interviews about the circumstances of the claim,
- appearing 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 any relevant letters and notices that come into your possession.

We shall be entitled, but not obliged, to defend or represent you in any legal proceedings relating to an accident or occurrence 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 any claim made against you, provided 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 our benefit your legal right of recovery against any other party (including a party involved in making good any damage or 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 insured property is at 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 insured property:

which occurs after your lot or unit has not been occupied for 60 continuous days, an additional compulsory excess is 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 Mail Centre, Victoria 8001.

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

Value your insured property for its current replacement cost

Because this policy provides for replacing or repairing your damaged or destroyed insured property at current cost, it is your responsibility to value your insured property for the current cost of replacing it if it was completely destroyed.

The value you decide upon will be the amount your insured property will be covered for under this policy. Therefore, it is in your own best interests to make sure that this value is accurate when you first insure your property and that you update the value when you renew your policy.

To help you do this, AAMI provides an insured property value calculator. You can access it 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 contents at the end of each period of cover to account for inflationary trends.

When we quote you a premium

When we quote you a premium for AAMI Strata Title Landlord Insurance, the factors we take into account include:

the value of your landlord fixtures and fittings, the value, when you wish to insure them, of your landlord contents, our experience of the incidence and cost of landlord fixtures and fittings and contents claims, the value of the benefits we include within your cover, your insurance history, the insured address (the address where your lot or unit 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 particular circumstances. Government taxes and charges are included in the premium we quote. An excess may be payable on any claim you make on this policy. See page 38 for further details.

Secure contents

When your landlord contents are insured under this policy and they are protected by additional security at your lot or unit, 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 lot or unit or the building, video surveillance of access to the lot or unit or the building, doorman, security guard or security patrol.

Premium discounts may also apply according to:

- your claims history as an AAMI Landlord Strata Title Insurance policyholder,
- the number of AAMI insurance policies you hold.

Please call AAMI on 13 22 44 for further details.

Paying your premium

You can pay your premium annually by cheque, credit card, BPAY, online through AAMI e-PAY, or in cash 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 instalments 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 applied before these additional costs are calculated.

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 date,

your financial institution may also 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 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 contact us at least seven days before the debit day.

If you cancel 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 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 establish that the damage or loss to your insured property is so extensive that we decide to pay the amount covered,

we will require you to pay 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 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 cancellation

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

In both cases, we will refund you the unexpired portion of the premium less any cancellation processing charge to cover the reasonable administrative and transactions costs incurred by AAMI.

To cancel your policy, please call us on 13 22 44.

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

Joint policyholders

When you insure your property 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.

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 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

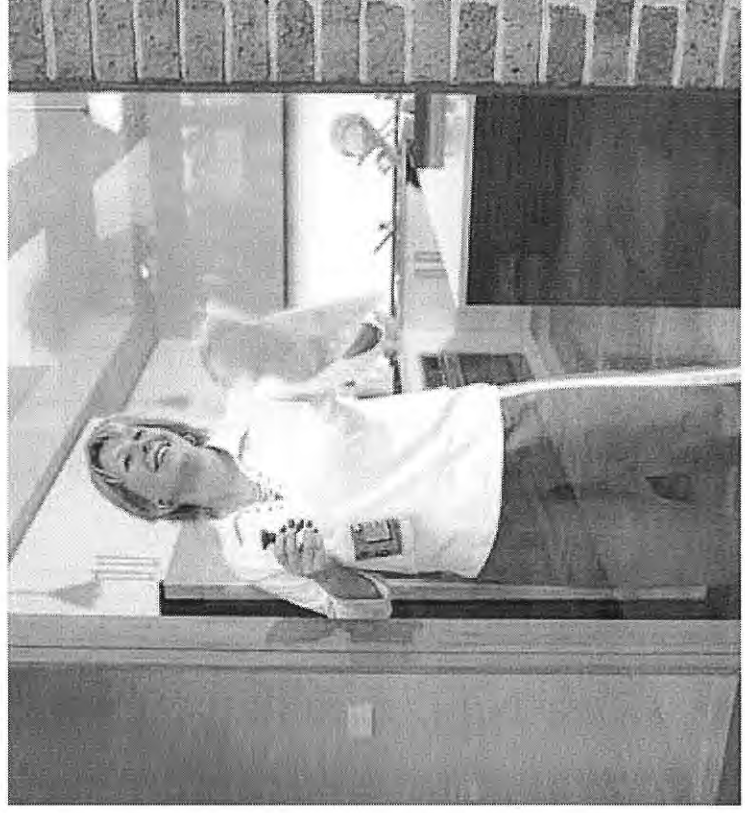
If you are unhappy with anything we have told you or done for you, we want you to tell us about it. If we cannot resolve the matter to your satisfaction, other appeal services are available to you. See page 50 for full details.

The General Insurance Code of Practice

AAMI is a signatory to the General Insurance Code of Practice 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 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 from the Financial Ombudsman Service (FOS). You can contact the FOS on 1300 780 808, toll free, or you can access the Code at www.codeofpractice.com.au



What do we mean by that?

AAMI, we, us, 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 excesses and payments we require for claims under AAMI Strata Title Landlord Insurance with Tenant Protection, for any accidental damage and loss covered by your AAMI policy occurring during the period of cover. The amount covered includes GST. The current amount covered is shown on the most recent of your insurance schedule and your renewal notice.

Collection or set means a group of items of sufficiently common type, appearance or nature that they reasonably belong together and that is devalued if one or more of the group is damaged or lost.

Cover and covers mean the protection provided by your policy.

Damage and loss.

Damage means actual physical damage to your insured property.

Loss or lost means your insured property or a part of your insured property being destroyed, stolen or damaged beyond economical 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.

Insured address means the address at which your lot or unit is located.

Insured event. The occurrences we have listed on pages 12 - 17 which cause damage and loss to your insured property.

Insured property means:

the landlord fixtures and fittings, and
when you have insured them under this policy,
the landlord contents.

Landlord means the person named in the insurance schedule as the insured property owner and whose lot or unit is being rented for domestic or residential purposes.

Landlord contents means the contents covered under this policy.

See pages 9 - 11 for the contents that **are** covered and **are not** covered.

Landlord fixtures and fittings mean items provided for your tenant's use for domestic or residential purposes, which you own and which are fixed to the land or building at the lot or unit. The fixtures and fittings that we cover **do not include** anything that is:

insurable by the body corporate, or
covered under 'What we cover - as landlord contents' - see pages 9 - 11.

Living with your tenant. Any person normally living or staying with your tenant in your lot or unit.

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.

Occupied means your tenant or another person is living or staying in the lot or unit 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 status of your policy. These notices are the most 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 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 your tenant and you or your agent which sets out the terms and conditions of the tenancy including the tenancy period and the amount of rent payable to you.

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 and burglary.

You and **your** mean the person, persons or entity 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.

Your tenant means all persons named in the rental agreement provided that they are normally living in the lot or unit, and their family.

Your tenant's family means the following people who normally live with your tenant:

- your tenant's spouse or partner,
- your tenant's children, parents, grandparents, grandchildren, brothers and sisters,
- the children, parents, grandparents, grandchildren, brothers and sisters of your tenant's spouse or partner.



The AAMI Consumer Appeals Service

What to do if you are not satisfied with us

Here is how the AAMI Consumer 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

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 appeal to the Financial Ombudsman Service. We will help you do this.

The Financial Ombudsman Service is an independent industry dispute resolution scheme. You can contact the service on 1300 780 808 toll free or by email to info@fos.org.au. You can also visit the FOS website at www.fos.org.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 FOS makes. You always have the option of seeking remedies elsewhere.

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

How to contact AAMI

Telephone: 13 22 44 (24 hours a day, every day of the year).

How to contact AAMI Consumer Appeals

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

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@aami.com.au

How to contact the Financial Ombudsman Service

Telephone: 1300 780 808 toll free.

Email: info@fos.org.au

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We're here to help you
24 hours a day
7 days a week

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®



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AAMI





AAMI Strata Title Landlord Insurance Policy Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement has been provided to explain a new limitation to cover that should be read together with and will form part of your AAMI Strata Title Landlord Insurance Policy – Product Disclosure Statement (“your Policy”) - completed 31 July 2006).

The following section replaces the sentence, “**We will not pay** for the first four consecutive weeks your tenant is in default” on page 31 of your Policy.

We will not pay for:

the first four consecutive weeks your tenant is in default,

loss of rent directly or indirectly caused by, arising from or connected with a human pandemic, epidemic or any other outbreak of infectious disease declared by any government, statutory or regulatory authority.

This Supplementary Product Disclosure Statement was completed on 17 May 2007.

Questions?

If you have any questions, please contact us on:

Ph: 13 22 44

www.aami.com.au

AAMI Customer Comment Line 1300 360 361

Australian Associated Motor Insurers Ltd

AFS Licence Number 238173

ABN 92 004 791 744 © AAMI®

ANNEXURE 2



NEWS RELEASE

Tuesday 11 January 2011

Suncorp Toowoomba Call Centre Affected by Flash Flooding

Suncorp's Toowoomba Call Centre was affected by local flash flooding yesterday leading to the evacuation of all staff and its temporary closure.

Suncorp Acting Executive General Manager of Insurance Claims, Jimmy Higgins, said the call centre had already been extremely busy managing claims from recent weather events right across the state.

"Our staff had been working hard to support those in regional Queensland who had been affected by recent floods but yesterday many were faced with the same personal situation," Mr Higgins said.

"I am pleased that all of our staff are safe and we have started immediate work to repair any damage to the call centre.

"Unfortunately the temporary closure of the call centre will mean that there will be some longer than normal delays in processing Suncorp and GIO Insurance claims over the phone however I ask that people please be patient and we will get to them as soon as possible.

"We are hopeful that any repairs needed to the building will be done quickly and staff can safely return to work.

"Suncorp is a proud part of the Toowoomba community and we will be working with local authorities to support staff and residents affected by today's terrible events," he said.

Mid afternoon on the 10th January 2011, the Toowoomba Call Centre was inundated with water. Approximately 40cm of water rushed through the ground floor of the building situated on the corner of Margaret St and Kitchener Streets

The Toowoomba Call Centre houses more than 340 staff responsible for claims lodgement, sales and service for the Suncorp and GIO Insurance brands.

At the peak of this incident staff were stranded on the 2nd level during the event and local management liaised with SES to get them out when safe.

Some staff member's cars are flooded and homes have been impacted.

For further information contact:

Ph - [REDACTED]



NEWS RELEASE

Suncorp mobile insurance claims office operational in Cardwell

Suncorp's mobile claims and assessment office is now operational in Cardwell and ready to assist cyclone affected customers.

Located in Balliol Street, the Customer Response Team (CRT) is a fully self-sufficient mobile office which allows Suncorp, AAMI, AMP, Vero, Shannons and APIA customers to lodge claims and get insurance advice.

Executive General Manager of Suncorp Personal Insurance, Jason McCracken, said Suncorp had invested in the latest mobile technology to ensure customers get the best possible claims service.

"Having CRT offices and claims staff on the ground in affected areas allows customers to commence the claim process even if they are still without power or telecommunications," Mr McCracken said.

"We understand that there are very challenging times for many people but we are dedicated to moving mobile offices through North Queensland so we can help locals start rebuilding their lives," he said.

If customers cannot get to a CRT they can also make home and motor claims by calling 13 25 24.

Commercial insurance claims for Vero, GIO, AAMI and AMP business customers can also be made through the Customer Response Teams.

Vero is also encouraging its business customers to contact their insurance broker to lodge claims as soon as possible.

Suncorp Bank is also providing financial assistance to its many personal and business customers in the region.

Some of the options available include:

- An opportunity to suspend home loan repayments for a period
- Residential, business and agricultural loan restructuring
- Waived early withdrawal fees for those customers wishing to withdraw from term deposits
- Credit card relief where necessary

Suncorp Banking customers can contact 13 11 75.

For claims information and Suncorp CRT locations can be found on the SuncorpCRT facebook page and on twitter @SUNCORPCRT.

More information:

██████████ - Personal Insurance - ██████████
██████████ - Commercial Insurance - ██████████
██████████ - Suncorp Bank - ██████████



NEWS RELEASE

Suncorp mobile insurance claims office operational in Tully

Suncorp's mobile claims and assessment office is now operational in Tully and ready to assist cyclone affected customers.

Located at the Tully Showgrounds, the Customer Response Team (CRT) is a fully self-sufficient mobile office which allows Suncorp, AAMI, AMP, Vero, Shannons and APIA customers to lodge claims and get insurance advice.

Executive General Manager of Suncorp Personal Insurance, Jason McCracken, said Suncorp had invested in the latest mobile technology to ensure customers get the best possible claims service.

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Suncorp Banking customers can contact 13 11 75.

For claims information and Suncorp CRT locations can be found on the SuncorpCRT facebook page and on twitter @SUNCORPCRT.

More information:

- **Personal Insurance** - [REDACTED]
- **Commercial Insurance** - [REDACTED]
- **Suncorp Bank** - [REDACTED]



NEWS RELEASE

21 February, 2010

The Suncorp Group Alerts Customers to Assessor Scam Victims of Floods and Cyclone Yasi in Northern Queensland Targeted

The Suncorp Group is advising Queensland customers to ensure they are dealing with an authorised Suncorp Group assessor in relation to any recent claim they may have.

The Suncorp Group has received information that people falsely claiming to be assessors from companies in the Suncorp Group are active in the Northern Queensland region.

In alerting customers of this today, Jimmy Higgins, Executive Manager Queensland Event Recovery, said:

"Our assessors will always be able to identify themselves, and demonstrate that they work for one of our companies in the Suncorp Group. To ensure the assessor is an authorised Suncorp Group assessor, customers should always ask for the appropriate paperwork and details before allowing assessors into their homes.

"We have also seen cases of suppliers and repairers misrepresenting themselves as preferred partners. In some cases these people request excesses to be paid up front before any repairs can take place. Customers should never hand over cash to assessors or repairers prior to any work taking place.

"We are carefully balancing the need to support local tradespeople with the need to get our customers back in their homes as quickly as possible. Already we've engaged a panel of over fifty Queensland building companies across the state, who in turn are engaging local trades people and suppliers where possible.

"If there is any doubt in a customer's mind about the legitimacy of the person they are dealing with, they should contact their insurer immediately," said Mr Higgins.

ENDS

More information:

[REDACTED]



NEWS RELEASE

27 September 2010

Spring into action as storms and rainy weather looms

Simple steps to help you face the Queensland storm season

While warmer weather promises relief from winter chills, it can also bring sudden storms and heavy rains.

New research by leading insurer Suncorp reveals that not everyone is learning from the experience of past storms. In fact, of the Queensland respondents whose homes suffered storm damage in recent years, only slightly more than half (59%) have made any changes to better prepare their homes for future storms.

Suncorp executive manager, [REDACTED] said this apparent complacency was concerning, particularly as Queenslanders know how quickly storms can hit and how devastating they can be.

"We've seen that storms can bring damaging strong winds, hailstones, lightning, heavy rain and flash flooding, and severe thunderstorms cause more damage in Australia each year than any other natural hazard," he said.

Suncorp's research revealed that hail had created the most damage to Queensland respondents' homes (24%), closely followed by wind (21%) and flood water (19%). Outside Brisbane, flood and wind each accounted for 28% of storm damage to homes.

Nationally, responses showed that wind (27%) caused the most damage, followed by flood water (23%) and hail (15%).

"Home maintenance doesn't have to cost a lot, but it has the potential to save a lot of money and heartbreak if a storm hits," he said.

[REDACTED] suggested that perhaps Queensland residents weren't always aware that there were simple things they could do to mitigate damage.

"With storm season approaching, it's always wise to trim overhanging branches, both to prevent them falling onto roofs and to stop fallen leaves from clogging gutters. During heavy rain, water can overflow from clogged gutters and enter homes causing extensive damage, even if the roof holds firm," [REDACTED] said.

While 88% of Queensland respondents who had experienced damage reported that their insurance cover had been adequate to cover the storm damage to their homes and contents, [REDACTED] advised that it might not be possible to replace family keepsakes.



NEWS RELEASE

"While insurance can help repair damage, it can't replace the irreplaceable, such as photos and other treasured possessions," he said.

"As storm season approaches, it's important for householders to take the time to clean up around their home. This may help avoid the need for a larger and more costly clean-up later."

What you can do now

- Check gutters and downpipes. Backed up gutters can send water flowing into your home during heavy rains.
- Check the roof for damaged or loose tiles, or raised corners of corrugated sheets. A roof in good repair is more likely to withstand high winds and to keep out water.
- Trim overgrown tree branches. Check with your local council if you're unsure about which trees / branches you can cut. DO NOT attempt to trim trees near powerlines.
- Remove or secure loose items around the garden which could become projectiles during high winds.
- Keep a battery operated torch and AM radio handy in case of loss of electricity. Use the radio for power restoration updates and possible evacuation notices.
- Put together a small evacuation package of keepsakes and things you would hate to lose, in case you need to evacuate quickly.
- Keep spare batteries, canned non-perishable food, can opener, water, first-aid kit and blankets handy and identify a shelter room in your house if evacuation isn't possible.

What you can do as a storm approaches or during a storm

- Outside furniture, ornaments, bikes, toys and pot plants should be secured or locked away.
- Secure doors, windows and awnings. Covering windows with plywood can be a good last minute protection.
- Move cars into the garage if you have one.
- If you have a garage door, back your car against the inside of the door to help prevent it twisting in high winds.
- Stay indoors away from windows. Move furniture away from windows and doors.
- Make sure mobile phones are fully charged.
- If power is cut, turn off and unplug electrical items especially computers. DO NOT use wet or damp electrical appliances.
- Fill containers with drinking water.
- Listen to your local radio station, with a battery operated radio, for storm and power supply updates and any evacuation plans if needed.
- Stay clear of fallen powerlines.

– ENDS –



FACT SHEET

Suncorp Insurance and Banking Flood Assistance Information

Insurance Claims

- The Suncorp Group suggest customers of its insurance brands can do the following to speed up their insurance claim process and ensure their safety:
 - Always put personal and family safety first. Avoid contact with flood water whenever possible. Do not drive into floodwater, even if you believe it is shallow and that you can make it through. Always obey the directions of emergency services personnel.
 - Once safe we encourage you to lodge your claim and start the assessment process immediately - you **do not** need to return to your home or business before contacting us.
 - When you return to your home or business do your best to dry it out by keeping it as ventilated as possible. This will also help avoid the quick build up of mould.
 - If you can, get your wet contents out of the house/business – and make a list of damaged items. You can group lots of smaller/similar items together like 'food in pantry' or 'clothes in chests of drawers'.
 - Where possible, take photos of your damaged belongings to show what you have lost.
 - If you are throwing things out in clean-ups, make a note of brands and models for electrical items. Keep the manufacturer manuals if possible.
 - Keep a piece of damaged carpet or photograph the carpet back where the make and brand is stamped so we can replace it with similar carpet and colour where possible.
- The Suncorp Group owns some of Australia's largest insurance brands and is well prepared to handle major weather events, especially in Queensland.
- As a major insurance group we utilise our scale during major events to quickly respond to customers by dispatching extra claims and assessment staff and increasing call centre capacity.
- We have new Customer Response Teams that are wireless self sustainable claims centres that go to the heart of affected regions and process claims and assessments quickly.
- Customer Response Teams can lodge claims for Personal and Business Insurance customers.



FACT SHEET

Personal Insurance Claims

- The Suncorp Group's Personal Insurance division – which incorporates brands such as Suncorp Insurance, Apia, GIO and AAMI – is the market leader in Queensland.
- Our Suncorp Insurance, GIO and Apia brands each include automatic flood cover as a standard feature in their personal home and contents insurance policies. This covers flood damage to buildings and contents caused by river flooding, flash flooding, rainwater run-off and storm.
- AAMI's domestic home and contents policies include cover for storm and rainwater run-off but not river flooding. In determining cover, all claims are assessed on an individual case by case basis. AAMI's landlord insurance policies (both landlord building and strata-title landlord cover) include cover for flood.
- Each of our insurance brands' comprehensive motor insurance policies provide cover for flood damage.
- Personal Insurance claims phone numbers:
 - Suncorp - **13 25 24**
 - AAMI - **13 22 44**
 - Apia - **13 50 50**
 - GIO - **13 14 46**

Commercial Insurance Claims

- Business customers should contact their insurance broker and to lodge claims as soon as possible. If insured with us directly, customers should contact their insurer on the number below.
- Business insurance claims phone numbers:
 - Suncorp - **1800 797 554**
 - VERO - **1800 222 043**
 - GIO - **13 14 46**
 - AAMI - **13 22 44**
 - AMP - **13 14 46**
- Intermediated (through brokers) personal insurance claims phone numbers:
 - VERO - **1300 888 073**
 - AMP - **13 14 37**

Banking

- Suncorp Bank provides financial assistance to its many personal and business customers when affected by major weather events.
- Some of the options available include:



FACT SHEET

- An opportunity to suspend home loan repayments for a period
- Residential, business and agricultural loan restructuring without the cost of most bank fees
- Waived early withdrawal fees for those customers wishing to withdraw from term deposits
- Credit card relief where necessary
- Suncorp Bank branches are also collecting donations for the Queensland Premier's flood relief appeal.
- Suncorp Banking customers can contact 13 11 75.

SUNCORP CONTACTS

Personal Insurance: [REDACTED] - [REDACTED]
Commercial Insurance: [REDACTED] - [REDACTED]
Bank: [REDACTED] - [REDACTED]
Government Relations: [REDACTED] - [REDACTED]



NEWS RELEASE

Friday 31 December 2010

Suncorp Insurance: Steps to process your flood claim faster

Suncorp Insurance is providing flood affected Queenslanders with some simple tips to help speed up the insurance claim process.

Suncorp Insurance Acting Executive General Manager for Claims, Jimmy Higgins, said the company had received approximately 1,450 claims to date but was encouraging other affected customers to make their claim as soon as possible.

"We know dealing with property loss or damage can be very challenging but we encourage our customers to put their personal and family safety first," Mr Higgins said.

"Once safe we encourage them to lodge their claim and start the assessment process immediately - they do not need to return to their home or business before contacting us.

"There are also some very simple things that can help speed up the personal and business claims process including:

- Do your best to dry out your home or business by keeping it as ventilated as possible. This will also help avoid the quick build up of mould.
- Get your wet contents out of the house/business – and make a list of damaged items. You can group lots of smaller/similar items together like 'food in pantry' or 'clothes in chests of drawers'.
- Where possible, take photos of your damaged belongings to show what you have lost.
- If you are throwing things out in clean-ups, make a note of brands and models for electrical items. Keep the manufacturer manuals if possible.
- Keep a piece of damaged carpet or photograph the carpet back where the make and brand is stamped so we can replace it with similar carpet and colour where possible."

Mr Higgins said that Suncorp was one of Australia's biggest insurers and was well prepared to handle major weather events, especially in Queensland.

"As a major insurer we can utilise our scale during major events to quickly respond to customers.

"We have dispatched extra claims and assessment staff into affected areas and increased our call centre capacity.

"We also have three of the company's new Customer Response Teams on route to the area.

"These teams are effectively wireless self sustainable claims centres that will go to the heart of affected regions and process claims and assessments quickly.



NEWS RELEASE

"Commercial insurance claims for Vero, GIO, AAMI and AMP business customers can also be made through the Customer Response Teams."

Suncorp is encouraging its business customers to contact their insurance broker and to lodge claims as soon as possible.

Home and motor claims can be made by calling 13 25 24.

Commercial customers should lodge their claims through their normal channels.

Suncorp Bank is also providing financial assistance to its many personal and business customers in the region.

Some of the options available include:

- An opportunity to suspend home loan repayments for a period
- Residential, business and agricultural loan restructuring without the cost of most bank fees
- Waived early withdrawal fees for those customers wishing to withdraw from term deposits
- Credit card relief where necessary

Suncorp Banking customers can contact 13 11 75.

Suncorp has donated \$100,000 to the Queensland Premier's flood relief appeal, and is collecting donations through the Suncorp Bank branch network.

For further information contact:

██████████ – Insurance

Ph - ██████████

██████████ – Bank

Ph - ██████████

ANNEXURE 3



PI Claims Assist Communications

Event Response Information

QLD Storms/Flooding (24.12.10 – 31.12.10)

AAMI/APIA Event Advice - Updated 14.01.11

Attention

- AAMI/APIA Claims Assist

Summary

****items in red indicate most recently updated information**

- Flood Coverage: Advice to Customers
- Listing contents
- Identifying Date of Loss
- Process amended for Flooded Carpet
- Capturing Contact Details
- Repairers/Suppliers wanting to become Suncorp Recommended Repairers/Suppliers
- CRT Locations
- Priority Categories
- Ensure you are assigning the correct Cat Code to all event claims.
- Ensure all QLD storm/flood event claims are lodged to reflect date parameters of 24.12.10 – 31.12.10.
- Process announced for Home Assessing SLA advice.
- Process clarified re: Internal vs. External Assessment
- Process announced for Flood Damaged Content items

General Information

1. Customer Response Team

The Customer Response Team is located in **Bundaberg Community Recovery Centre – 37 Maryborough Street, Bundaberg** (PCYC building).

The CRT will be in this area on Tuesday 4th January 2011 & Wednesday 5th January 2011 from 9am – 4pm.

2. Catastrophe Codes

Please ensure you assign the correct Catastrophe codes to all QLD storm/flooding claims within the date parameters of 24.12.10 – 31.12.10.

APIA: 4542 (Home/Motor)

AAMI: H113 Home

H115 Motor

Home Information

1. Assessing SLA

We will contact the customer within **48 hours** to advise that we have their claim. We will arrange to assess the property once the town/area is accessible.

2. Internal Assessment Process

Internal Assessors will be travelling to the affected areas in western and northern Queensland as soon as the waters have subsided and they can safely gain access. Therefore, all claims lodged during working and afterhours requiring an assessor should be sent through to the Internal Assessing Team.

We will NOT be sending any claims to our External Assessors at this stage.

3. Flood Damaged Content Items

Please advise the insured to remove damaged items from the building and make a detailed list of each item, noting Quantity, Make, Model and age.

4. Flood Coverage: Advice to Customers

Please ensure that you advise customers that flood damage is not covered under the AAMI Home policy. However, still lodge the claim, and advise the IO that an assessor will be in contact to discuss the claim.

5. Listing Contents

Please advise the customer to compile a list of contents items that have been damaged. The attached template can be emailed to those customers who still have access to email. Otherwise, advise customers to begin to list items room by room.

6. Identifying Date of Loss

Please endeavour to determine correct date of loss for each claim. We need to be as accurate as possible. You may use the below scripting to determine the best possible date of loss to enter on the claim:

- Do you know the date of loss...the first date your insured property or contents were damaged?
- If you left your home or were evacuated before damage occurred, what is the likely date that damage first happened to your insured property?
- If you cannot estimate the date damage occurred, what date you were evacuated or flooding peaked in the area.

7. Flooded Carpet

It was previously advised that AAMI Customers should remove flooded carpet, and keep only a piece to show the Assessor. Effective immediately, please disregard this advice. Under no circumstances are we to advise an AAMI customer to remove their carpet. On attendance the Assessor may be able to advise if the carpet is restorable. If the insured decides to remove carpet themselves, please ask them to keep a portion for the Assessor.

8. Capturing Contact Details

Please ensure that you obtain 2 contact phone numbers for the insured, to ensure that Case Managers and Assessors are able to get in contact with the customer, particularly where homes have been evacuated. If the customer does not have a mobile phone, please try to obtain a number of a friend or family member, through whom we may be able to contact the insured if necessary.

9. Recommended Repairers/Suppliers

If you receive a call from a Repairer/Supplier wishing to become a Suncorp Recommended

Repairer/Supplier during the QLD event, please advise them they will need to complete a

Supplier Registration Form.

The TSO Team will email the Repairer/Supplier the Supplier Registration form.

Please obtain the Repairer/Supplier's name and email address and forward this information

on to the TSO inbox – piclaimsassisttechnicalteam@suncorp.com.au

10. CRTs Locations

CRT Bundaberg is in the Biloela & Theodore region until Wednesday 12th January 2011.

Location: TBA (it is likely to be the local RSL)

CRT Dalby is in Chinchilla from Saturday 8th January 2011.

Location: Chinchilla Cultural Centre

80/86 Heeney Street, Chinchilla

CRT Emerald is operational until Friday 14th January 2011.

Location: Emerald McIndoe Park

Opal Street, Emerald

CRT Rockhampton is still in planning and once access is granted from the South the CRT will be deployed.

Location: TBA

11. Assigning Priority Categories

Please ensure you are assigning the correct priority category in the HU screen. This will only allow you to populate a Priority Category if you have applied the Cat Code.

Please use the below Priority Categories:

PRIORITY CATEGORY	DESCRIPTION
A	Home unliveable/unsafe Emergency actions required
B	Home liveable/safe. Secure and assessment required
C	Home liveable/safe. No secure required. Assessment required
D	Home Damage is minor. Contents items affected.

Please refer any questions to a Technical Support Officer



PI Claims Assist Communications

Event Response Information

All Current Events

Update #1 Process Alignment
Building and Content Repairs

Attention

- All Claims Assist

Summary

- Please see the below process alignment which applies to all current events.

Details

- If the customer believes that building repairs or contents repairs/replacement are \$2000 or under and the customer can arrange repair for the building or repair/replacement of the contents, please authorise & ask the customer to forward in their invoice for payment.
- If the customer believes that building repairs or contents repairs/replacement would be between \$2000 - \$5000 please advise the customer to send us one quote before commencing work. The quote will then be reviewed for acceptance.
- If the customer believes that building repairs or content repairs/replacement would be over \$5000 lodge claim as normal and it will follow the usual assessment process.

Please refer any questions to a Technical Support Officer

Effective: 03/02/2011

ANNEXURE 4

AAMI Flood claim denied

Insurer: AAMI Claim Number: [REDACTED] Date of Loss: 12/1/11 Claim Lodgement: 15/2/11 Claim Summary: Customer's property was effected in the Brisbane Flooding Customer Name: Mr R & Mrs [surname deleted] Address: [property address deleted] CHELMER 4068									
Step 1 – Assessment Timeframe: 1 day	Step 2 – Assessment Requested Timeframe: 6 Weeks	Step 3 – Assessment Completed Timeframe: 2 weeks 3 days	Step 4 – 1st Review Timeframe: 4 days	Step 5- Complete 1st Review Timeframe: 2 weeks 1 day	Step 6 – Hydrologist Requested Timeframe: 1 day	Step 7 – Report Received Timeframe: 3 weeks 5 days	Step 8 – 2nd Review Timeframe: 1 day	Step 9 – Review Completed Timeframe: 1 week 1 day	Step 10 – Claim Decision Timeframe: 1 day
The claim is referred to an assessor to view and assess the customer's property.	Assessor is requested on the claim.	Assessment is finished on the customers property and report submitted.	The claim and the documents supporting the claim are referred for review.	The review is completed on the claim. The Claims Manager is advised that further information is required.	Client Manager requests an onsite Hydrologist to attend and other supporting documents requested.	Hydrologist report received on the claim and other supporting documents gathered.	Further information is received back and the claim is referred for a second review.	Review is completed on the claim and claims decision given to the Client Manager.	Final review is finished and claims decision is reached.

Step 1 – Assessment

15/2/11	Customer lodges claim with AAMI and is told that the claim is for consideration.
---------	--

Step 2 – Assessment Requested

28/3/11	The claim is reviewed and is sent for an assessment to be completed.
---------	--

Step 3 – Assessment Completed

14/4/11	Assessment is completed and the Assessment Report Received.
---------	---

Step 4 -- 1st Review

20/4/11	The claim documents are printed and a hardcopy of the Claim file created and sent for review.
---------	---

Step 5 -- 1st Review

11/5/11	The review requested an onsite hydrologist report to be completed and that we contact the assessor to obtain pictures taken onsite at the property.
---------	---

Step 6 -- Hydrologist Request Sent

11/5/11	Request is sent for an Onsite Hydrology report to WRM and pictures from Assessor are requested.
---------	---

Step 7 -- Report Received

17/5/11	Photo's received from assessor and added to the claim file.
6/6/11	Received WRM Hydrology Report, printed and added to the claim file and referred for second review.

Step 8 -- 2nd Review

6/6/11	Claim sent to management for review. The review team review all the documents on the claim including the onsite hydrology report and pictures obtained from the assessor and make a claim decision. This claim decision is checked by the review manager and confirmed. Claims Decision letter is also created for the Client Manager to issue to the customer after contact is made.
--------	---

Step 9 -- Review Completed

14/6/11	Claim Decision is sent from the review team to the Client Manager to advise the customer of the decision.
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Step 10 -- Claim Decision

14/6/11	The customer is advised that the claim decision is a decline and advises that they will send a letter to them confirming the information from the conversation and next steps if the customer is wishing to dispute the claim.
---------	--

ANNEXURE 5

QLD FLOODS (EXCLUDING TOOWOOMBA/LOCKYER VALLEY) CAT DECEMBER/JANUARY 2010/11


Client Instructions 4 March 2011



- AAMI policy doesn't cover Flood. Therefore we must communicate sensitively with the customer that no decision has been made as yet pending collection of further site information.
- AAMI Landlords policy does cover flood. Please refer to the PDS for full coverage details and Apia instructions in this report for reporting and settlement processes for Landlord claims.
- With the AAMI decline/flood claims, AAMI do not require the customer or Assessor to fill out a detailed schedule of contents or scope of works, rather an overview of both building and contents damages with estimates.
- AAMI need photos on every claim. Just a shot from of the front of the house, and some from inside of the damage, and of the contents if still there. Also good to get a photo of the water level on a wall or door etc.
- AAMI are controlling the appointment of hydrologists to provide an area overview in the first instance. If necessary a hydrologist will be appointed to conduct a site specific assessment.
- AAMI has enclosed computer printouts containing the insured's initial report of the claim and claim messages.
- In addition to assessment of the resultant damage and quantum, AAMI request that you provide a preliminary report as to the cause of the inundation.
- Please note AAMI believe it is important to act as quickly as possible in storm/inundation claims. Customers are suffering considerable stress and in need of a decision on the claim from AAMI as soon as possible. It is important to obtain as much information as possible regarding the inundation, at an early date and whilst recollection of witnesses is fresh and the evidence on the ground is still there.

The following is the wording set out in AAMI's home insurance policies.

Covered for:	Not Covered for:
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. Storm means violent wind (including a cyclone or tornado),	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



thunderstorm or a heavy fall of rain, snow or hail.	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, 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.

- The onus is on the Insurer to prove that the flood exclusion applies and to obtain the necessary proofs.
- Given the serious consequences for the insured of a claim denial, the evidence relied upon needs to be of a high quality.
- If there is a possibility that there was an initial inundation resulting from stormwater runoff and a later inundation caused by flood waters, the level of water inside the property from each event needs to be established as best it can, as AAMI is responsible for damage caused by the initial inundation, but not any additional damage caused by the subsequent inundation.
- If there is a possibility that the water resulting in the inundation was a mixture of stormwater runoff and flood water at the same time, the 'competing causes' insurance principle should apply, i.e. where the damage has two proximate causes, one of which is covered by the policy and other is subject to a policy exclusion, the exclusion applies to the whole of the damage and the insurer is not liable.

Requirements for our First report

Opinion

- Please provide a preliminary opinion as to whether or not you believe the inundation may have been caused by flood as defined in the policy.

Factual Evidence

- Set out briefly the factual evidence you rely upon to reach your preliminary opinion. We should provide information collected from the Cunningham Lindsey Flood Checklist
- Eyewitness accounts – as much eyewitness evidence as possible should be obtained. Statements should be obtained from the insureds, owners of neighbouring properties, local council officials, emergency organisations, police and others. Principally this should be factual in nature and include the time of the peak of the inundation, direction of flow of water, colour of water, presence of debris and any other relevant observations.
- Whilst the FOS has indicated that where possible statements from witnesses should be taken by experienced investigators, rather than hydrologists or assessors, usually in Cats this is not practical. In such cases, you should make detailed contemporaneous notes of the conversation and obtain the name and address of the witness. If necessary an investigator can be instructed to obtain a formal statement from the witness at a later date. Should you believe an investigator should be engaged please contact the AAMI Home Claims department to obtain instructions.

- Obtain amateur or professional photographs and videos of the inundation where possible. If this is not possible these should be viewed and notes taken of what they contain. The name and contact details of the person holding the material should also be obtained. If necessary an investigator can be instructed to obtain copies of these from the witness at a later date.
- Observations – if reliance is placed on any observations, full details of the observations should be recorded in the report and where possible photographs with identifying marks provided.
- Copies of media reports.

Reporting

- We have created a team in Brisbane to process the first report on behalf of adjusters visiting from overseas and consultants providing assistance.
- The team will include adjusters to assist in mentoring of the reports
- The adjuster/consultant is required to complete the handwritten report template, Flood Checklist, Building Damage Repair Assessment, Contents Schedule of loss and attach a photograph schedule in ClaimFlow prior to handing the file over to the team for processing.
- First and Final reports are to be submitted to AAMI.
- Reports should be sent to:

[Redacted]

cc

[Redacted]

- Our report should include a high level overview of the damage in the damage repair assessment and a list of the major damaged contents items (brand and model/capacity).
- You must note on every report the category of every claim you assess.
- **Category "A"** = house is unliveable, and customer needs temporary accom.
- **Category "B"** = customers can live in home until repairs start, then home will be unliveable, and customer will then need temporary accom.
- **Category "C"** = minor damage and no need for any temporary accom at any stage.

AAMI Policy Codes:

- BLD - Building
- CTS - Contents
- PVS – PVS Extra Cover
- LLB – Landlord Building
- LLC – Landlord Contents
- LTB – Landlord Tenant Protection Building
- LTC – Landlord Tenant Protection Contents
- SRC – Strata Contents
- STC – Strata Tenant Protection Contents
- FTC – Home Fire and Theft Contents
- CRC – Complete Replacement Cover (Building Total Replacement Cost)

PROPERTY ASSESSMENT REPORT		DATE: / /
Company Name: Assessor's Name: Claim No: Customer Name: Property Address:		

The assessor to ask the insured the questions as those below , but in addition **MUST** do the following;

	CHECK
1. Take photographs of the property, buildings, home etc , particularly those that show maximum level of water inundation.	
2. Attach a Google Map showing relative position of property to a watercourse	
3. Photos that identify any nearby watercourse and that indicate directional flow of floodwater	
4. Check with insured as to whether there was any and what damage caused by water through the roof or by overflowing gutters and that date and time of that event.	
a) What type of house is on the property – low set, highset, double storey, split level, etc?	
b) Is the house on stumps or slab-on-ground?	
c) Approximately how high is the habitable floor level above surrounding ground level?	
d) Is the ground level at the house higher than the street level?	
e) What date and time was the rain heaviest?	
f) What time did the heavy rain stop?	
g) When did the property get inundated (date)?	
h) What time did the inundation of the property (yard) commence?	
i) What time did water come into the house, garage, shed, etc?	
j) What date and time did the water level in the property peak?	
k) At its peak, how deep was the water inside the house, garage, shed, etc?	
l) At its peak, how deep was the water in the yard?	
m) Which direction did the water come into the property?	
n) Was the water inundating the property 'clean' or 'dirty'?	
o) Was there any and if so what damage caused by rainwater through the roof or by overflowing gutters ?	

ANNEXURE 6

SHORT FORM CONTRACT

AGREEMENT FOR THE PROVISION OF CONSULTING SERVICES



Driving Business Success for Consulting Firms in the Built and Natural Environment

Business | Engineering | Design

BETWEEN **Arup Pty Limited**

(the "Consultant")

AND

(the "Client")

- 1 The Consultant shall provide to the Client the consulting services described in the accompanying letter together with such other services as may be agreed from time to time (the "Services").
- 2 The Consultant shall provide the Services with such skill, care and diligence as is generally exercised by competent members of the consulting profession performing services of a similar nature, at the time the Services are provided.
- 3 The Services will be performed at either or both the site of the project (the "Site") or at other places reasonably required by the Client. Where the locations of the Consultant's work are not under the Consultant's control (including the Site), the Client must provide reasonable access to allow the Consultant to fulfil its obligations (including to provide the Services).
- 4 The Client shall, at its own cost, as soon as practicable make available to the Consultant all information, documents and other particulars relating to the Client's requirement for the project as is necessary for the Consultant to carry out the services as expressly set out in this Agreement (the "Requirements"). The Consultant is entitled to rely on such information, documents and other particulars as are provided by the Client pursuant to or in connection with this Agreement.
- 5 The Client shall pay to the Consultant:
 - a) the Fee and the Reimbursable Expenses as set out in the accompanying letter together with such other amounts in respect of other services agreed to be provided;
 - b) reasonable adjustments to the Fee and the Reimbursable Expenses to reflect the additional costs, expenses, liabilities, losses or other amounts incurred or suffered by the Consultant in the performance of the Services and arising out of or in connection with any event or matter beyond the Consultant's control; and
 - c) to the extent that amounts payable under this Agreement are not expressed to be GST inclusive, an additional amount for the GST incurred by the Consultant in relation to the supply of the Services ("GST").
- 6 The Consultant may claim payment in accordance with the times set out in the accompanying letter or, if no time is set out, monthly in arrears. The Client must pay to the Consultant, without set-off or deduction:
 - a) the amount payable under this Agreement for the Services provided during the relevant period, within 30 days of the Consultant's invoice; and
 - b) the GST payable under this Agreement for the Services provided during the relevant period, within 30 days of receiving a valid tax invoice.
- 7 If the Client does not pay the Consultant in accordance with this Agreement then, without prejudice to any other rights or remedies the Consultant Engineer may have, interest will be payable from the date of invoice until payment at a rate per annum equal to the Unsecured Personal Overdraft Rate as most recently published by Westpac, plus 1% per annum.
- 8 To the maximum extent permitted by law:
 - a) subject to paragraphs (b), (c) and (d) below, the Consultant's liability to the Client arising out of or in connection with this Agreement (including the performance or non-performance of the Services), whether under the law of contract, in tort, in equity, under statute or otherwise, shall be limited in aggregate to the amount specified in the accompanying letter or \$300,000, if no amount is stated in the letter.
 - b) the Consultant is not liable to the Client in respect of any indirect, consequential or special losses (including loss of profit, loss of business opportunity and payment of liquidated sums or damages under any other agreement);
 - c) the Consultant shall be deemed to have been discharged from all liability in respect of the Services whether under contract, in tort, in equity, under statute or otherwise, at the expiration of the period specified in the accompanying letter, or if no date is specified, on the expiration of 3 years from the completion of the Services;
 - d) if, and to the extent that, any of this clause is void as a result of section 68 of the Trade Practices Act 1974 (Cth), then the Consultant's liability for a breach of a condition or warranty is limited to:
 - (i) the supplying of the relevant Services again; or
 - (ii) the payment of the cost of having the Services supplied again.
- 9 Subject to the Client complying with its obligations under the Agreement, the Consultant grants to the Client a non-exclusive, royalty-free and irrevocable licence to use (and allow others to use) any intellectual property (including all drawings, reports, specifications, bills of quantity, calculations and other documents, including "works" as defined in the Copyright Act 1968 (Cth) created or produced by the Consultant) arising out of provision of the Services ("IP Rights") for the purposes of completing the Project. As between the Client and the Consultant, the ownership of the IP Rights vests in the Consultant.

- 10 Neither the client nor the Consultant shall disclose to third parties or use for any purpose (other than providing or benefiting from the Services) any information provided by the other unless:
 - a) required by law;
 - b) the information is already generally known to the public; or
 - c) the other consents to the disclosure.All documentation and materials containing confidential information provided by one party to the other shall be returned upon request.
- 11 Any dispute or difference ("Dispute") between the Client and the Consultant may be notified by a party to the other party and the parties shall:
 - a) firstly meet to negotiate, in good faith, resolution of the Dispute; and
 - b) secondly, if negotiation fails to achieve a resolution of the Dispute within 5 working days of the notification of the Dispute, attend mediation, administered in accordance with procedures as set out by the Institute of Arbitrators and Mediators Australia, provided that this provision shall not prevent the Consultant from instituting legal action at any time to recover moneys owing by the Client to the Consultant.
- 12 The Client may, without prejudice to any other rights or remedies it may have, by written notice served on the Consultant terminate its obligations under this Agreement:
 - a) if the Consultant is in breach of the terms of the Agreement and the breach has not been remedied within 28 days of a written notice served by the Client on the Consultant specifying the breach and requiring the breach to be remedied; or
 - b) upon the Client giving the Consultant 60 days' written notice of its intention to do so; or
 - c) if the Consultant informs the Client that it is insolvent, becomes bankrupt, or becomes subject to any official management, receivership, liquidation, provisional liquidation, voluntary administration, winding up or external administration ("Insolvency Event").
- 13 The Consultant may, without prejudice to any other rights or remedies it may have, by notice in writing served on the Client suspend its obligations under this Agreement:
 - a) immediately by written notice if the Client has failed to pay in accordance with this Agreement; or
 - b) if the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 10 working days (or longer as the Consultant may allow) of a written notice served by the Consultant on the Client specifying the breach and requiring the breach to be remedied.
- 14 The Consultant may, without prejudice to any other rights or remedies it may have, terminate its obligations under this Agreement:
 - a) if the breach referred to in clause 13(a) has not been remedied within 5 days of a written notice served by the Consultant on the Client specifying the breach and requiring the breach to be remedied; or
 - b) if the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 28 days of a written notice served by the Consultant on the Client specifying the breach and requiring the breach to be remedied; or
 - c) upon the Consultant giving the Client 60 days' written notice of its intention to do so; or
 - d) if an Insolvency Event occurs in relation to the Client.
- 15 If the Consultant considers it appropriate to do so, it may, with the Client's prior approval, which shall not be unreasonably withheld or delayed, engage other consultants to assist the Consultant in specialist areas. The other consultant shall be engaged at the Client's risk, cost and expense, and on its behalf.
- 16 Neither party may assign, transfer or sublet any obligations under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or subletting shall release the assignor from any obligation under this agreement.
- 17 In the interpretation of this Agreement, no rule of construction applies to the disadvantage of one party on the basis that it put forward this Agreement or any part of it.

SIGNED by the parties on

20

CLIENT

CONSULTANT

From: UNWIN, Peter

Sent: Wednesday, 11 May 2011 1:02 PM

To: ' [REDACTED] wrmwater [REDACTED]'

Subject: On site hydrology report required - [REDACTED]

Attention Greg Roads

Greg

Insured: [REDACTED]

Claim No: [REDACTED]

Location of loss: [REDACTED]

Date of loss: 12/1/2011

Contact Nos: [REDACTED]

Relevant documents are attached.

Peter

Peter Unwin

Acting Technical Event Manager | Qld Event Recovery | Suncorp

Mob: [REDACTED]

GPO Box 2988 Brisbane QLD 4001

This e-mail is sent by Suncorp Group Limited ABN 66 145 290 124 or one of its related entities "Suncorp".

Suncorp may be contacted at Level 18, 36 Wickham Terrace, Brisbane or on 13 11 55 or at suncorp.com.au.

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Cunningham Lindsey Australia Pty Ltd
Chartered Loss Adjusters
ABN:49 003 437 161
PO Box 392
FORTITUDE VALLEY QLD 4006
Telephone [REDACTED]
Facsimile [REDACTED]
Email [REDACTED] qld@cl-au.com



Tuesday, 22 February 2011

Australian Associated Motor Insurers Limited
GPO Box 1155
Brisbane QLD 4001

Property Claim – First and Final Report

Insured:	[REDACTED]
Claim Reference:	[REDACTED]
Policy No:	[REDACTED]

CL Adjuster:	[REDACTED]
	E-mail: [REDACTED]
	Mobile: [REDACTED]
CL Reference:	[REDACTED]

Reserve:	BD \$32,000.00 CT \$17,000.00
-----------------	----------------------------------

Date of Loss: 12 January 2011

Place of Loss: [REDACTED] Verney Road, Greenville, QLD, 4075

Policy: Home & Contents [REDACTED] due 22 June 2011

Excess: \$400.00 -Applicable

GST:

The insured is not registered for GST.

ITCE: NIL

Introduction:

- > We contacted your Customer on: 31 January 2011
- > Our inspection was carried out on: 4 February 2011

Description of Premises:

Single storey house on stumps clad in weatherboard. Approx. 100m².

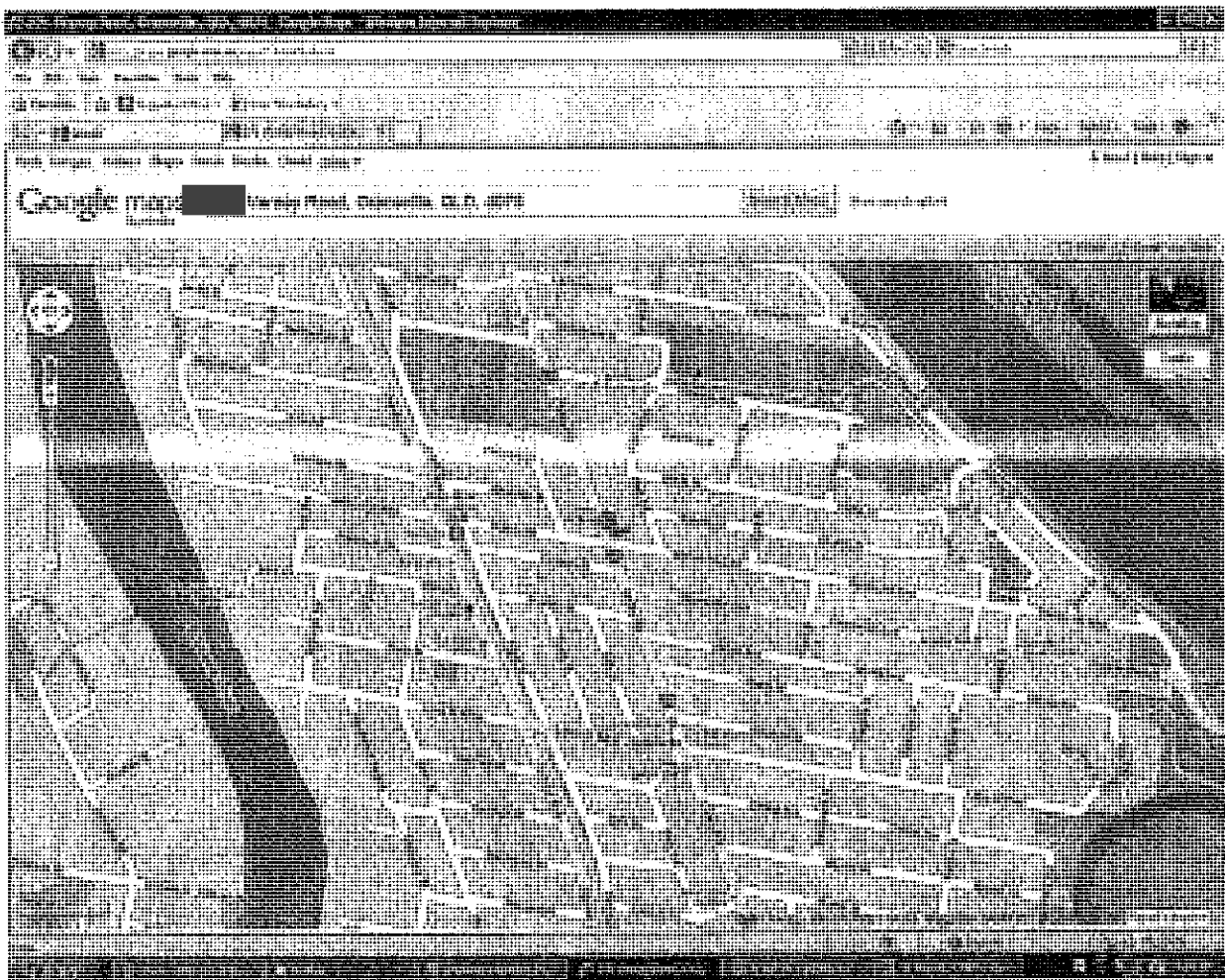
Cause:

Torrential rainfall of more than 160mm in the upper reaches of the Brisbane River catchment area from 9th January 2011 combined with massive releases of water from the Wivenhoe Dam caused river levels to rise rapidly over the period from the 10th to the 13th of January 2011. The river peaked at a near record height of 4.6m on the afternoon of Thursday 13th January 2011. The Bremer River in Ipswich also rose to near record levels peaking at 19.4m.

Rising water caused severe inundation in the Brisbane CBD and more than 55 suburbs. Ipswich was similarly affected. More than 20, 000 homes were evacuated with about 5, 500 properties flooded above floor level.

In the insured's case, your insured believes two road drains located one their side of the road, at the front of the property have overflowed causing the inundation. The property is located within 2 kilometres of the Brisbane River.

The following map shows the location of the risk address.



Loss/Damage:

See attached schedule

Building: ICA Category C

See attached schedule

Contents:

One bed, four pillows	\$1,500.00
Two mattresses, two bed-quilts, two blankets, two sheets	\$1,000.00
One carpet, two bedside rug	\$3,000.00
Two bedside, same toolies	\$1,000.00
One entertainment corner unit base	\$ 600.00
Two bookshelves, some books bought 9 July 2006	\$ 500.00
DVD home theatre including 66cm TV and	
Loud speakers	\$2,100.00
DELL AR SNP E-Smart one bought	\$2,828.00
Sofa, Gibson 2.5 + chaise + ottoman bought 10 June 2006	\$1,667.00
Simson washer large door bought 26 May 2006 without GST	\$ 519.00
Fisher and Paykel fridge bought 26 May 2006	\$1,067.00
Kitchen oven	\$1,100.00
One new fan	\$ 33.00
Bike repair bike hub	\$ 120.00
One coffee table	\$ 400.00
Four dining chairs	\$ 300.00
Hoover	\$ 300.00
One armchair	\$ 200.00
DVD player Panasonic SAMT895	\$ 500.00

Temporary Accommodation:

Not required.

Policy Liability:

From the evidence available at the time of inspection we are unable to determine if flood waters or overflowing road drains are the the cause of the damage.

We recommend insurers appoint a hydrologist to determine toe exact cause of damage.

Adequacy of Insurance:

Sums Insured described seem adequate.

Recovery:

Nil prospect.

Title:

Future Action:

Insured:	Await insurer advice.
Insurer:	Re: policy response.
CL:	Await further instructions.

Cunningham Lindsey

To speak to [REDACTED] please phone [REDACTED] or mobile: [REDACTED]

E-mail address: [REDACTED]

Assistant to [REDACTED] : [REDACTED]

Encl.

Flood Checklist

Building Damage Repair Assessment

Content Schedule of Loss

Schedule of Photographs

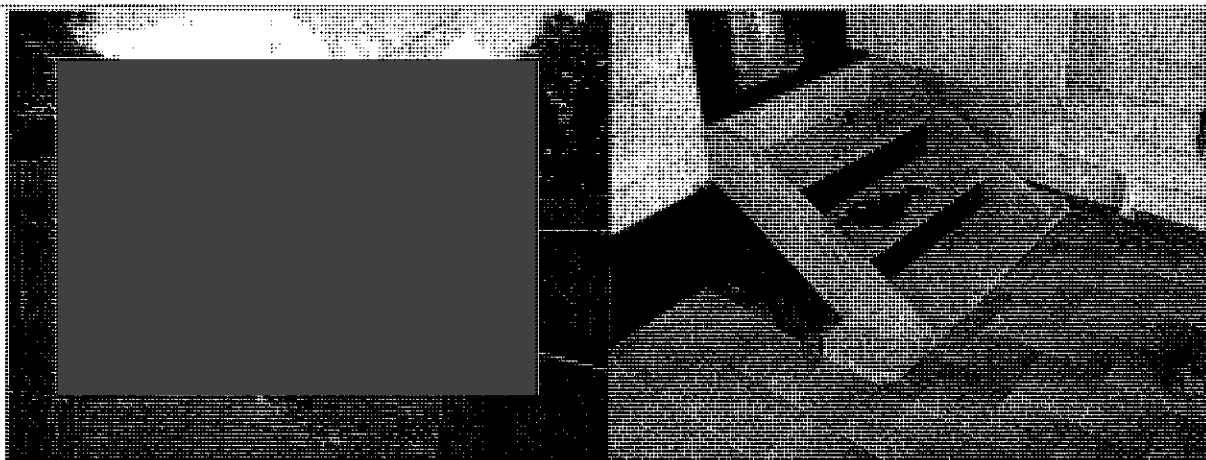


Photo 1. General view of the risk property.

Photo 2. Showing damage to steps and floors.



Photo 3. Showing damage to laundry and appliances.

Photo 4. Showing damage to kitchen cabinets.



Photo 5. Showing damage to kitchen and electricals.

Photo 6. Showing water level on door.

CUNNINGHAM LINDSEY FLOOD QUESTIONNAIRE

The adjuster to ask the insured the questions as those below, but in addition **MUST** do the following:

	Check
1. Take photographs of the property, building, home etc... particularly those that show maximum level of water inundation	Yes
2. Attach a Google Map showing relative position of property to a watercourse	Yes
3. Photos that identify any nearby watercourse and that indicate directional flow of floodwater	Yes
4. Check with insured as to whether there was any and what damage caused by water through the roof or by overflowing gutters and the date and time of that event.	NIL
5.	
6. What type of house is on the property – low set, high set, double storey, split level, etc?	High set 1 m.
7. Is the house on stumps or slab-on-ground?	Stumps
8. Approximately how high is the habitable floor level above surrounding ground level?	1m.
9. Is the ground level at the house higher than the street level?	Same
10. What date and time was the rain heaviest?	11 January 2011 PM
11. What time did the heavy rain stop? 11 January 2011	11 January 2011 PM
12. When did the property get inundated (date)?	12 – 14 January 2011
13. What time did the inundation of the property (yard) commence? 12 January 2011	12 January 2011
14. What time did water come into the house, garage, shed, etc?	12 January 2011
15. What date and time did the water level in the property peak? 12 January 2011 PM	12 January 2011 PM
16. At its peak, how deep was the water inside the house, garage, shed, etc?	400 mm
17. At its peak, how deep was the water in the yard? 1.4m	1.4 m.
18. Which direction did the water come into the property?	Road at front property
19. Was the water inundating the property 'clean' or 'dirty'?	Dirty
20. Was there any and if so what damage caused by rainwater through the roof or by overflowing gutters?	NIL

Customer Note

Building

Outside paint ??????

- Doors to all rooms – x 5
- Kitchen cupboards 3.5m
- Bathroom cupboards
- Main bed robes
- Stove
- Painting – internal

Contents see list

Neighbours can email photo.

Left 6-7pm Monday no overflowing

Tuesday saw house over fence (back)

200mm below bathroom window

(15000???? above ground)

DAMAGE REPAIR ASSESSMENTAGREED WITH CUSTOMER: YES ☐ No ☐

Page 1 of

DAMAGED AREA (INCL. ROOM & DIMENSIONS)	WORK REQUIRED (DETAIL LIST OF ITEMS FOR CONTRACTORS TO QUOTE ON)	COST ESTIMATE
	5 x internal doors @ \$450.00	\$2,250.00
	Kitchen cupboards 3.5m @	\$2,700.00
	Bathroom vanity 1.5m @	\$1,200.00
	Main bedroom 1 built-in robes 4m @ \$650.00	\$2,600.00
	Stove	\$1,000.00
	Internal painting 240m ² @ \$16/m	\$3,840.00
	Split system Air conditioner	\$1,254.00
		\$14,844.00
	25%	\$18,555.00
	50%	\$27,832.50
	GST	\$2,783.25
	TOTAL:	\$30,615.75

Page 1 of

*Ownership: Insured, Hire Purchase, Business use, Owned by Others
 ** Method of Settlement: Cash, Repair, Replace

AAMI home claim - Second Assessment Form

Customer's name:

[REDACTED]

Customer's phone no: [REDACTED]

Claim no: [REDACTED]

Home address: [REDACTED]

Assessor: [REDACTED]

Second assessment date:

Customer's recollection of events:

- a) Where did the water that first inundated the home come from?
- b) On what date/time did this occur?
- c) To what height did it rise?
- d) On what date/time did the water rise to its peak?
- e) How high inside the home did the water rise at its peak?
- f) Any other information the customer wishes to provide?

I.O'S CONTACT ([REDACTED]) HAS ADVISED AS LISTED BELOW:

- A) WATER WAS FLOWING BACK UP AND OUT THROUGH STREET DRAINS TO FRONT RIGHT SIDE OF HOME (PHOTO TO PROVE HAS BEEN SIGHTED AND FORWARDED TO AAMI).
- B) NOT SURE ON THE 12/1/11.
- C) WATER PEAKED AT APPROX. 1.8MTS TO AROUND YARD AREAS OF HOME.
- D) NOT SURE ON THE 12/1/11.
- E) WATER HEIGHT TO INSIDE HOME GOT TO APPROX. 500MM ABOVE FLOOR LEVEL.
- F) THE COLOUR OF THE WATER COMING FROM THE STREET DRAINS WAS DIRTY.

Discuss any specific information relevant to the customer's claim.

SABINA POINTED OUT 1 X STREET DRAIN TO FRONT RIGHT SIDE OF HOME, AND SHE HAS ADVISED THAT AS FAR AS SHE IS AWARE THIS IS WHERE THE WATER CAME FROM THAT WATER DAMAGED HOME.

Conduct site walk and document relevant information.

I HAVE WALKED PART OF VERNEY ROAD AND I HAVE FOUND THAT THERE IS 1 X STREET DRAIN LOCATED APPROX. 5>10MTS AWAY FROM THE FRONT RIGHT CORNER OF I.O'S PROPERTY. THE BRISBANE RIVER IS APPROX. 500MTS AWAY AND UP OVER AN INCLINE FROM I.O'S PROPERTY. I HAVE ALSO FOUND THAT THIS DRAIN AND I.O'S HOUSE APPEAR TO BE IN A LOW PART/GULLY AREA OF VERNEY ROAD. FROM MY OBSERVATION OF THE LAY OF THE LAND TO AROUND I.O'S PROPERTY, IT WOULD APPEAR POSSIBLE AND/OR MOST LIKELY THAT ANY WATER THAT OVERFLOWED FROM THE STREET DRAINS AND/OR STORMWATER RUNOFF FROM SURROUNDING AREAS ENTERED THE INSURED SITE AND POOLED AND/OR CAUSED DAMAGE TO HOME. NO DISCERNABLE EVIDENCE OF HEIGHT OF ANY DRAIN WATER CAN BE OBSERVED/DETERMINED.

<p>If accessible, photograph the customer's home and surrounding street, including:</p> <ul style="list-style-type: none"> a) The front b) The backyard c) Each side d) The street (looking from home) e) The street (looking to left) f) The street (looking to right) g) Behind/each side of property 	PHOTOS TAKEN
<p>Photograph all nearby watercourses or other features relevant to claim</p>	PHOTOS TAKEN
<p>General comments:</p>	<p>OTHER INFORMATION AS PER CUNNINGHAM & LINDSEY ASSESSORS REPORT.</p>
<p>Local resident enquiry no.1:</p> <ul style="list-style-type: none"> a) Were you here when the flooding happened back in January? b) Can you tell me how it happened? c) How high did the water get at your place? d) Where exactly did the water come from? (what direction) e) What colour was the water? (clean/dirty) 	<p># [REDACTED]</p> <p>A) YES. B) DURING HEAVY RAIN, WATER HAS BACKED UP AND FLOWED OUT OF STREET DRAIN TO FRONT RIGHT SIDE OF MY HOME. C) APPROX. 1.8MTS TO AROUND YARD AREAS OF HOME/1.5MTS TO INSIDE HOME. D) STREET DRAIN TO FRONT RIGHT SIDE OF HOME. E) DIRTY.</p>

<p>f) (if appropriate) Has this street flooded before?</p>	
<p>Local resident enquiry no.2:</p> <p>a) Were you here when the flooding happened back in January?</p> <p>b) Can you tell me how it happened?</p> <p>c) How high did the water get at your place?</p> <p>d) Where exactly did the water come from? (what direction)</p> <p>e) What colour was the water? (clean/dirty)</p> <p>f) (if appropriate) Has this street flooded before?</p>	

ANNEXURE 7

Brisbane Flood Claim – Claim life

Insurer: Suncorp

Claim Number: [REDACTED]

Date of Loss: 12/01/11

Claim Lodgement: 12/01/11

Estimated completion of repairs: 14/09/2011

Claim Summary: Customer's property was affected in the Brisbane Flooding

Customer Name: xxxxxxxx

Address: xxxxxxxx

Step 1 – Claim Lodged Timeframe: 1 Day	Step 2 – Book Assessment Timeframe: 8 days	Step 3 – Claim Assessed Timeframe: 3 weeks	Step 4 – Assessment Report Received Timeframe: 5 days	Step 5 – Repair Process Initiated Timeframe: 2 weeks 3 days	Step 6 – Repairs Authorised Timeframe: 3 weeks	Step 7 – Contents Settlement Timeframe: 4 weeks	Step 8 – Engineer Requested Timeframe: 4 weeks 6 days	Step 9 – Engineer Report Received Timeframe: 1 week	Step 10 – Repairs Progress Timeframe: 5 weeks 2 days	Step 11 – Repairs Finalisation Timeframe: 10 weeks
Claim Lodged with client.	The claim is referred to an assessor to view and assess the customer's property.	Assessment is completed on the customers property and report submitted.	Assessor submits his report and supporting documents to Client Manager.	Repairer is engaged to quote on repairs.	Repairer is authorised and repairs commence.	Contents are reviewed to ensure that information is adequate and then settled.	Engineer is requested through Lend Lease.	Lend Lease submit the engineer report to Suncorp.	Repairs commence, delay is identified so estimated repair time is extended.	Progress payment submitted and paid to the repairer. Confirmed repair time.

Step 1 – Claim Lodgement

12/1/11	Claim is lodged, customer advises they have been evacuated.
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Step 2 – Book Assessment

20/1/11	Assessor is appointed to claim, this was requested at claim lodgement.
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Step 3 – Claim Assessed

10/02/11	Assessor attends onsite and has advised the customer to seek alternate accommodation as the home is unliveable. Assessor also takes a description of the major building and major contents items damaged, take pictures and estimates cost of repairs to the home and contents replacement required.
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Step 4 – Assessment Report Received

15/2/11	Assessor Report, pictures and customer's contents list received on claim.
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Step 5 – Repairs Authorised

04/03/11	Claim sent to Lend Lease to arrange builder inspection and quotes.
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Step 6 – Authorisation of Repairer

24/3/11	Received Authority To Proceed from Lend Lease, this is authorising the builder on the claim to proceed with repairs. Estimated repair timeframe 18/4/11 to 8/8/11.
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Step 7 – Contents Settlement

2/4/11	Customer's contents list reviewed by Client Manager and discussed with customer, customer was to review and confirm this was all the items. Temporary Accommodation documents also received and reviewed, updated claim to pay temporary accommodation reimbursement. As payment was large required approval before proceeding.
15/4/11	Customer's amended contents list received, case manager reviewed and updated claim to pay contents, as large amount required approval before processing. Case Manager also paid temporary accommodation.
20/4/11	Case Manager paid contents to customer as had been approved.

Step 8 – Engineer Requested

24/5/11	Lend Lease advised that Engineer is required and that they have appointed Morgan's to inspect the property.
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Step 9 – Engineer Report Received

1/6/11	Lend Lease suppliers Engineer's Report.
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Step 10 – Repairs Progress

8/6/11	Lend Lease advised that the repairs started on the 11/5/11. Received email from Lend Lease with a works variation to proceed with amended Scope of Works.
8/7/11	Lend Lease were advised by the repairer that there are delays to the home repairs. This is due to home structure requiring to be dried out, this was going to cause about a two week delay. Repairers advised the estimated completion date of 14/9/11.

Step 11 – Repairs Finalisation

16/5/11	Received first progress invoice, repairs are 25% completed.
2/9/11	Confirmed with Lend Lease that the claim is on track for completion on the 14/9/11.
Note: Claim is not yet closed as repairs are not completed should be completed by 14/9/11, once final invoice received claim will be closed.	

Working Loss Claim – Claim life

Claim Type	Cause of Damage	Claim Value	Lodged	Claim Assessed	Contents Settled	Repairs Authorised	Repairs Commenced	Repairs Completed	Claim Closed	Total Days
Working Loss	Water	\$ 12,505	15-Jun-11	Nil	10-Jul-11	22-Jul-11	31-Jul-11	05-Sep-11	08-Sep-11	85
Natural Hazard	Hail & Rain	\$ 2,510	02-Jun-11	Nil	24-Jun-11	24-Jun-11	05-Jul-11	02-Aug-11	16-Aug-11	75
Natural Hazard (Event)	Flood	\$ 288,579	02-Jan-11	10-Feb-11	20-Apr-11	24-Mar-11	11-May-11	14-Sep-11	Active	255 #

Based on repairs completion date.

Insurer: AAMI

Claim Number: [REDACTED]

Claim Type: Working Loss

Date of Loss: 13/06/2011

Claim Lodgement: 15/06/2011 (lodged on weekend)

Repairs complete: 08/09/2011

Claim Summary: Leak in the wall detected when moving furniture

Customer Name: Mr xxxxxxxx

Address: xxxxxxxx, SUNRISE BEACH, QLD 4567

Step 1 – Assessment Timeframe: 1 day	Step 2 – Assessment Requested Timeframe: 1 day	Step 3 – Supply Team Request Timeframe: 1 day	Step 4 – 1 st Review Timeframe: 4 days	Step 5- Repair Team/Assessment Timeframe: 6 days	Step 6 – Supply Team Timeframe: 11 days	Step 7 – Repair Team Timeframe: 2 weeks	Step 8 – Authorise all repairs and replacements Timeframe: 1 day	Step 9 – Contact Insured Timeframe: 1 day	Step 10 – Claim Decision Timeframe: 1 day
On intro call insured advised to stop leak. Restoration to be arranged as soon as complete.	Assessing co-ordinator determines that an assessment is not required.	Request sent to the supply team to organise restoration and report on carpet	File Review completed on claim. Restoration report in and customer's documentation.	Request sent to the Repair Team to organise a builder to quote on repairs.	Supply team review restoration report and organise replacement of carpet.	Repair Team review builders report and authorise repairs to commence	Review all information and authorised repairs and replacement of items	Contact insured to confirm repairs have been completed and are satisfactory	Final review is finished and all repairs and replacement has been completed

Step 1 – Assessment

15/6/2011	Customer lodges claim with AAMI and insured is advised to stop the leak. Once completed the restoration is commenced.
Step 2 – Assessment Requested	
16/6/2011	Assessing team determine no assessment is required and that a builder can be assigned to quote on the repairs
Step 3 – Supply Team Engaged	
16/6/2011	Supply team organise for restoration and quote on carpet.
Step 4 – 1st Review	
30/6/2011	Insured has contacted advising his plumber will send reports. (Insured's plumber holds this up at this stage for 5 working days). Claim is reviewed, reports are read including restoration report. Request sent to supply to organise replacement quote on carpet. Request sent to builder to quote and report on repairs. Based on reports to hand, assessment is required and actioned.
Step 5 –Assessment/Repair Team engaged	
5/7/2011	Assessment is conducted determining that insured can supply quotes for contents and some minor works. Repair co-ordinator organised for thorough inspection of area surrounding damages. Repair team has engaged builder to quote and report.
Step 6 – Supply Team	
10/7/2011	Supply Team determine insured's quotes F&R and advise to cash settle these items.
Step 7 –Repair Team	
15/7/2011	Repair team review builders report
22/7/2011	Repair team are authorised to engage builder for repairs.
Step 8 – All Repairs and Replacement authorised	
31/7/2011	Review completed, invoice paid for carpet replacement. All repairs authorised and have commenced. Work is proceeding very well
Step 9 – Review Completed	
8/8/2011	Insured contact to ensure all repairs are completed and to the insured satisfaction. Insured o/s for 4 weeks and not contactable.
Step 10 – File Review	

5/9/2011	Insured contacts on return to advise all works complete and very happy with the entire result. Advising would recommend AAMI and our builder to friends.
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Step 10 – Claim finalisation

8/9/2011	All works confirmed complete, all supplied contents complete. Insured very satisfied with works. Invoices waiting to be finalised for AAMI builder.
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Natural Hazard Claim (Non disaster situation) – Claim life

Insurer: Suncorp Claim Number: [REDACTED] Claim Type: Natural Hazard Date of Loss: 03/05/2011 Claim Lodgement: 02/06/2011 Claim Finalised: 16/08/2011 Claim Summary: Hail storm blocked the gutters causing water to flow back into the roof cavity Customer Name: Mr xxxxx Address: xxxxx Greenbank QLD 4124									
Step 1 – Assessment Timeframe: 1 day	Step 2 – Assessment Requested Timeframe: 1 day	Step 3 – Supply Team Request Timeframe: 1 day	Step 4 – 1 st Review Timeframe: 4 days	Step 5- Repair Team Timeframe: 6 days	Step 6 – Supply Team Timeframe: 11 days	Step 7 – Repair Team Timeframe: 2 weeks	Step 8 – Authorise all repairs and replacements Timeframe: 1 day	Step 9 – Contact Insured Timeframe: 1 day	Step 10 – Claim Decision Timeframe: 1 day
The claim is referred to an assessor to view	Assessing co-ordinator determines that an assessment is not required.	Request sent to the supply team to organise restoration and report on carpet	File Review completed on claim. Restoration report in and customers documentation	Request sent to the Repair Team to organise a builder to quote on repairs.	Supply team review restoration report and organise replacement of carpet.	Repair Team review builders report and authorise repairs to commence	Review all information and authorised repairs and replacement of items	Contact insured to confirm repairs have been completed and are satisfactory	Final review is finished and all repairs and replacement has been completed

Step 1 – Assessment

2/6/2011	Customer lodges claim with Suncorp and claim is sent to determine with assessment is required.
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Step 2 – Assessment Requested

2/6/2011	Assessing team determine no assessment is required and that a builder can be assigned to quote on the repairs
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Step 3 – Supply Team Engaged

2/6/2011	Supply team organise for restoration and quote on carpet
Step 4 – 1st Review	
6/6/2011	Claim is reviewed, reports are read including restoration report. Request sent to supply to organise replacement quote on carpet. Request sent to builder to quote and report on repairs.
Step 5 –Repair Team engaged	
8/6/2011	Review of the builders quotes and report and the customers. Our builder is deemed complete and accurate. Request sent to authorise repairs to commence.
Step 6 – Supply Team	
14/6/2011	Supply Team raise job for carpet quote.
Step 7 –Repair Team	
14/6/2011	Repair team review builders report
24/6/2011	Repair team are authorised to engage builder for repairs.
Step 8 – All Repairs and Replacement authorised	
24/6/2011	Review completed, invoice paid for carpet replacement. All repairs authorised
Step 9 – Review Completed	
2/8/2011	Insured contact to ensure all repairs are completed and to the insured satisfaction.
Step 10 – Claim Decision	
16/8/2011	Final Review completed and claim finalised

ANNEXURE 8

27 April 2011

[REDACTED]
[REDACTED] Agnes Street
Rockhampton QLD 4700

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Eleventh Avenue, Theodore on 28 December 2010.

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 Hydrology Area Report from WRM Water & Environment that has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Castle Creek and Dawson River at the time (28 December 2010) your property was affected. This report is 39 pages. If you would like a copy please let us know.

We have also obtained a site-specific report from WRM Water & Environment which confirms that Castle Creek and Dawson River inundated your property. It also concludes that stormwater runoff did not inundate your property. A copy of this report is enclosed.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, overland floodwaters from Castle Creek initially inundated your property before overland floodwaters from the Dawson River later inundated your property. We are satisfied that stormwater runoff did not inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

9 May 2011

[REDACTED]
[REDACTED] Kilkenny Drive
BURPENGARY QLD 4505

Dear Mr & Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your fence and air conditioner located at [REDACTED] Kilkenny Drive, Burpengary, QLD on or around 11 January 2011.

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

Geography

We understand that your property is situated approximately 100 m to the west of Burpengary Creek.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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, we are satisfied that the damage to your fence and air conditioner was caused by overland flood. More specifically, Burpengary Creek located approximately 100m behind your property has risen and overflowed, causing inundation to your yard on or around 11 January 2011. As your Policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

18 July 2011

Mr [REDACTED]
[REDACTED] Skyline Drive
Kholo QLD 4306

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the disappearance of your canoe, from your Skyline Drive property on 11 January 2011.

As you know, we appointed an Assessor to attend your property and discuss the circumstances of your claim. We thank you for allowing this to happen.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your canoe was witnessed floating away down River. This report is substantial (over 130 pages). You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that the low-lying area of your property was inundated by Brisbane River floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that the policy covers damage or loss to your contents while they are in your home or at the site, occurring during the period of cover and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011, Volume 1: An Overview*'.

"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."

It also states:

"You are not covered for:

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 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."

The term 'flood' is also defined on page 50, as it applies to wording throughout your policy.

Your policy further states in the section "**What we do not cover – general exclusions**" on page 22:

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

flood..."

On page 49, your policy specifically defines the following words:

"Damage and 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 economical repair.

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

Page 51 of your policy defines 'storm' as:

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

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, we confirm our understanding that your canoe was displaced from its mooring on your property and floated away down river, at the time the Brisbane River rose significantly across the low-lying part of your property. You have advised that that one of your neighbours witnessed your canoe being swept away.

We have reviewed the nature of your canoe's disappearance against all covers available under your policy. Unfortunately we do not believe that any part of your policy can respond to the circumstances claimed for. Specifically:

- a) Your claim has not been accepted under the insured event of storm and rainwater, as those causes of loss are not relevant. The policy specifically defines storm on page 51, to relevantly only include the heavy fall of rain, which was not the proximate cause of your claim.
- b) We have additionally considered your claim against the \$1,000 limited cover you hold under the Extra Cover for Portable Valuables section of your policy. Unfortunately the general exclusion on page 22 prevents your claim under that cover, since the policy excludes claims for the cost of any property when the claim arises from or involves flood, as that term is defined on page 50.

We accept that the event claimed for is unusual in their nature, as your canoe has not been 'lost' or 'damaged' as your policy defines those words. However, its disappearance did arise as a result of river flooding. We must therefore regretfully confirm that your claim has not been accepted, as the general exclusion for flood is applicable.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

19 May 2011

[REDACTED]
[REDACTED] Springall Street
Basin Pocket QLD 4305

Dear Ms [REDACTED]

Mr Frank Curr AAMI building and contents insurance claim: H006290863

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Springall Street, Basin Pocket 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River has affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Bremer River adjacent to your property rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

19 May 2011

██████████
██████████ Brisbane Road
Redbank QLD 4301

Dear Mr ██████████

Your AAMI building and contents insurance claim: H006290863

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Springall Street, Basin Pocket 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River has affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Bremer River adjacent to your property rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 June 2011

[REDACTED]
[REDACTED] Layfield Road,
Anstead Qld 4070

Dear Mr [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Layfield Road, Anstead 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8 to 13) under the heading, '**What we cover – insured events**' explains the specific insured events that your Policy covers.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your Policy also states in the section, **"What we do not cover – general exclusions"** on page 14:

"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 Government mapping, it is evident that the damage to your fencing was caused by flood. Specifically, the substantive cause of loss is floodwaters from the tributary of Pullen Pullen Creek to the south of your property rising to inundate your property, causing damage to your fences. A minor contribution to the overall flooding may have been overflows from the dam on your neighbour's property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

19 July 2011

██████████
██████████ Tyack Street
TOOWOOMBA QLD 4350

Dear Ms ██████████

Your AAMI contents insurance claim ██████████

Thank you for contacting AAMI to tell us about water damage to your contents at ██████████ Pierpoint Street, Stanthorpe on 10 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.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology which indicates that there was minor rainfall in your area on and around 10 January 2011.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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"

Your Policy further states in the section "**What we do not cover – general exclusions**" on page 22:

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

mould, wet or dry rot, rising damp or dampness"

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your contents was not caused by an insured event.

We understand that the damage to the various contents items you have claimed for was as a result of:

- a) water seepage through the wall at the front of your property and via bricks at ground level; and/or
- b) mould, mildew and dampness.

We are satisfied that you were reasonably aware of the presence of a defect in the building that allowed for water seepage, as you indicated to us that you were aware of ongoing problems across the seven years during which you have resided at the property.

As your policy does not cover loss or damage of the types described above, we regret to inform you that this claim has not been accepted on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 July 2011

[REDACTED]
[REDACTED] Cliveden Avenue
Corinda Qld 4075

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Cliveden Avenue, Corinda on 12 – 13 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 Reports:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwaters from the Brisbane River have back flowed down Oxley Creek and then into Pennywort Creek approximately 400 metres south east and approximately 300 metres east of your property respectively. These floodwaters have subsequently risen and overflowed to cover ordinarily dry land and to inundate your property on or around 12 January, 2011.

As your policy does not cover loss or damaged caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

04 May 2011

[REDACTED]
[REDACTED] Leybourne Street
Chelmer QLD 4068

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Leybourne Street Chelmer QLD 4068 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that was affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 250m to the east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

4 May 2011

██████████
██████ Mount Ommaney Drive
JINDALEE QLD 4074

Dear Mr & Mrs ██████████

Your AAMI building insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building located at ████████ Mount Ommaney Drive, Jindalee QLD 4074 on or around 11 January 2011.

In particular you have claimed for damage to your pontoon and jetty.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time (11 January 2011) your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, **'What we cover – insured events'** explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building is not as a result of an event that is insured under your Policy. Specifically:

- a) In relation to the damage to your wooden decking connecting to your pontoon gangway, the Brisbane River adjacent to your property has risen and overflowed, causing floodwaters to travel overland and inundate those parts of your wooden decking that are ordinarily over dry land. Your Policy does not cover damage caused by flood of this type.
- b) In relation to the damage to your gangway and any damage to your pontoon, it is evident that this damage was caused by the heightened level of the Brisbane River

(including the significantly increased velocity of the water at the time). This event, in itself, is unfortunately not covered by any part of your building policy.

Whilst we acknowledge that different parts of the policy have been referred to above, we have carefully reviewed the specific circumstances of your claim and must confirm that there is no coverage under your policy on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 August 2011

[REDACTED]
[REDACTED] Taylor Street
DINMORE QLD 4303

Dear Mr [REDACTED]

Your AAMI landlord building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your landlord building located at [REDACTED] Dunlop Street Redbank 4301 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.

Morgans Consulting Engineer Report

Morgan Consulting Engineers attended your property on 29 July 2011 to inspect the damage caused by the flood waters. They have noted the following in relation to the double garage and the purlins:

4.5 Shed

The shed is a single storey, steel framed and sheet metal clad structure on a concrete slab, with a sheet metal roof. Corrosion was noted along each of the edge purlins. It appeared that this corrosion may have penetrated under the galvanising of the purlin. The sheeting was pan fixed to the purlins.

5.0 Evaluations & Conclusions

The corrosion to the purlins has occurred as a result of damage to the protective coating (galvanising). The process of corrosion occurs over a period of many years and would not be affected by a brief one-off flood event. Furthermore, the extent of corrosion indicates that it was initiated prior to the flood event. The pan fixing of the roof sheeting is poor building practice and can lead to water ingress and corrosion of the roof sheeting and purlins.

6.0 Recommendations

We recommend that the corrosion to the purlins be removed and the protective coating repaired as part of regular maintenance. As this corrosion has not been affected by the flood, we are unable to comment whether this would be covered by the policy.

Your AAMI Landlord Insurance Policy

Your AAMI Landlord Insurance Policy Product Disclosure Statement (your Policy) on pages 12 & 14 under the heading '**What we cover – insured events**', explains that you are covered for damage or loss to your landlord building occurring during the period of cover and caused by:

"Flood"

Your Policy further states in the section **"What we do not cover – general exclusions"** on page 18:

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

Wear and tear, rust, deterioration or corrosion"

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage present to the purlins and the double garage has occurred as a result of general wear and tear and rust which has occurred over a long period of time.

As your policy does not cover damage caused by wear and tear or rust, we regret to inform you that the replacement of the purlins and the double garage will not be covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

jenna zimmermann

Technical Support Officer
PI Home Claims QLD/NT

11 April 2011

[REDACTED]
[REDACTED] Allandale Drive
DUBBO NSW 2830

Dear [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Fifth Avenue, Theodore QLD 4719 on 28 December 2010.

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

Geography:

We understand that your property is located in the central part of Theodore between the Dawson River and Castle Creek.

Hydrology Report:

We have obtained a Hydrology Area Report from hydrologists WRM Water and Environment. This firm has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Dawson River at the time (28 December 2010) your property was affected. We enclose a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Dawson River approximately 100m to the west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

9 May 2011

[REDACTED]
C/- PO [REDACTED]
JERICHO QLD 4728

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Pasteur St, Jericho on or around 25 December 2010.

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

Geography:

We understand that your property is located in Jericho and that Jordan Creek runs past the town approximately 900m east of your property.

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 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 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, it is evident that the damage to your building and contents was caused by flood. Specifically, we are satisfied that Jordan Creek has risen and overflowed to inundate your property on or around 25 December. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

23 February 2011

[REDACTED]
PO Box 239
EMERALD QLD 4720

Dear Gillian,

Claim Number [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home contents at [REDACTED] Edgerton Street Emerald 4720 on the 30th December 2010.

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 Hydrologist Area Report from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoa River from 29/12/2010 to 03/01/2011. We enclose a copy of the report for your information.

We also obtained an individual Water Damage Assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We enclose a copy of this assessment for your perusal.

Your Insurance Policy:

Your Home Contents Insurance Policy Product Disclosure Statement (PDS) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', provides that 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 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."

It also states:

"You are not covered for:

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 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 Home Contents Insurance Policy PDS further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 have 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.aumailto:.

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 the decision of our Consumer Appeals Service. 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 Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
PO Box [REDACTED]
THEODORE QLD 4719

Dear Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your property located at [REDACTED] Cracow Road, Theodore, QLD on 28 December 2010.

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

Geography:

We understand that your property is situated within close proximity to the Dawson River which runs west of the township of Taroom.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). At Woodleigh (17.5km northwest of your property), the highest short duration rainfall intensity over the period December 2010 to 1st January 2011 was a 5 minute burst of 39mm/h. The hydrologist opined that rainfall of this intensity would not normally cause local stormwater inundation.

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 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 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 there is no evidence to suggest the occurrence of an insured event i.e. storm (as the term is specifically defined in the policy) or stormwater runoff. On this basis, we accept the hydrologist's conclusion that the damage to your property was caused by flood. Specifically, inundation caused by the floodwater flowing up the irrigation drainage channel under Cracow Road to the subject property on or around 28 December 2010. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

22 February 2011

[REDACTED]
[REDACTED] Garnet Street
EMERALD QLD 4720

Dear [REDACTED]

Claim Number [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home contents at [REDACTED] Garnet Street, Emerald QLD 4720 on the 31/12/2010.

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 Hydrologist Area Report from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoa River from 29/12/2010 to 3/01/2011. We enclose a copy of the report for your information.

We also obtained an individual Water Damage Assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We enclose a copy of this assessment for your perusal.

Your Insurance Policy:

Your Home Contents Insurance Policy Product Disclosure Statement (PDS) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', provides that 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 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."

It also states:

"You are not covered for:

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 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 Home Contents Insurance Policy PDS further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 have 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.aumailto:.

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 the decision of our Consumer Appeals Service. 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 Unwin
Technical Event Claims Manager - Queensland

24 June 2011

George Street
BUNDABERG QLD 4670

Dear Miss

Your AAMI building insurance claim:

Thank you for contacting AAMI to tell us about the water damage to your building located at George Street Bundaberg on 28 December 2010.

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

We also thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. The report explains that the initial inundation of the shed and laundry was initially caused by local stormwater runoff. Higher levels of floodwater from the Burnett River subsequently inundated your home. Please find enclosed a complete copy of this report for your records.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest BOM recording station to your property is the Bundaberg Aero Rainfall Station. The relevant rainfall data is included in the **enclosed** WRM onsite hydrology report. Rainfall data leading up to 30 December indicates that there was heavy rainfall over 27 and 28 December 2010.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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, viewing publically available aerial mapping and reviewing the documents you have provided, it is our view that the damage to your property was caused by an initial inundation of stormwater runoff, followed by overland flood to a far higher inundation level.

We are satisfied that the damage to your contents in your shed & laundry up to and including 5cms above ground level was not caused by overland flood. Rather, the damage was caused by stormwater runoff. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

Unfortunately the information and reports we have obtained indicate that the damage to your contents located higher than 5cms above the shed and laundry was caused by flood. Specifically, the Burnett River has risen and overflowed causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

In order to process the accepted portion of this claim, we will require you to complete a list of contents which were in the shed and laundry and that were damaged by the 5cm of water.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

1 April 2011

[REDACTED]
[REDACTED] Donald Street
BUNDABERG QLD 4670

Dear Mr & Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Donald Street, Bundaberg QLD on 29 December 2010.

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

We also thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. The report indicates that the inundation was caused by flood water escaping and overflowing from the Burnett River at the time (Thursday, 30 December 2010) your property was affected. Please find **enclosed** a copy of this report for your records.

Geography:

We understand that your property is situated approximately 450m north of the Burnett River which runs through the township of Bundaberg.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest BOM recording station to your property is the Bundaberg Aero Rainfall Station. The relevant rainfall data is included in the **enclosed** WRM onsite hydrology report. Rainfall data leading up to 30 December indicates that there was heavy rainfall over 27 and 28 December 2010.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, **'What we cover – insured events'** explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 publically available aerial mapping, it is our view that the damage to your property was caused by flood.

Specifically, the Burnett River located approximately 450m south of your property has risen and overflowed due to the heavy rains in the area, causing floodwaters to travel overland and inundate your property. Furthermore, the WRM onsite hydrology report concludes that the source of inundation to your property was overland floodwater from the Burnett River.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

4 May 2011

[REDACTED]
PO Box 1918
BUNDABERG QLD 4670

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] George Street, Bundaberg QLD on 29 December 2010.

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

We also arranged for WRM Water and Environment to attend your property and investigate the cause and timing of water inundation at your property's specific location. **Enclosed** for your information is a copy of the WRM Water and Environment hydrology report.

Geography:

We understand that your property is situated a short distance to the south east of Saltwater Creek which runs through the centre of the Bundaberg township.

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 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 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:

You will note that the WRM Water and Environment report states that:

" The initial inundation of the down-stairs bathroom above floor level may have occurred from Burnett River floodwaters backflowing up sewer pipes and into the toilet drains within the bathroom. It could not have been stormwater runoff because the most intense rainfall, which produces the greatest stormwater runoff ceased some 12 hours earlier.

It is likely that water inundation from this source would have only been to a shallow depth (up to 100mm) above floor level. The main living area of the house, which is elevated about 1 m above the bathroom could not have been inundated by water from this source."

After careful consideration of the WRM Water and Environment report, in conjunction with other information we have obtained and viewing relevant Government mapping, we are satisfied that the damage to your bathroom vanity, carpet and underlay was not caused by overland flood. Rather, this initial damage was caused by water backflowing up sewer pipes and into the toilet drains within your home. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

As you are aware, we will also be reimbursing you for the cost of your temporary accommodation in the amount of \$640.00.

Unfortunately, the damage to the remainder of your property was caused by floodwater inundation from the overflow of Saltwater Creek which is located within close proximity of your property, on or around 29 December 2010. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that the damage to the remainder of your building and contents is not covered under this claim.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Dawn Street
ROCKLEA 4106

Dear M [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Elmes Road, Rocklea, 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Stable Swamp Creek and/or Rocky Water Holes Creek. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Stable Swamp Creek and/or Rocky Water Holes Creek, approximately 350m to the south and 250m to the north east respectively of your property, received floodwaters from the Brisbane River via Oxley Creek causing it/them to rise and floodwaters to subsequently travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

09 May 2011

Mr [REDACTED]
[REDACTED] Furlong Street
Indooroopilly QLD 4068

Dear [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Furlong Street Indooroopilly QLD 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River to the east of your property rose and overflowed, causing floodwaters to travel overland and inundate your property on via Cubberla Creek to the south which affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River to the east of your property rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011 via Cubberla Creek to the south of your property. As your policy does not

cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

3 May 2011

[REDACTED]
[REDACTED] Kiamba Road
KIAMBA QLD 4560

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your property located at [REDACTED] Kiamba Road, Kiamba, QLD on or around 11 January 2011.

In particular, you are claiming for damage to your fencing around your property.

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

Geography:

We understand that your property is situated adjacent to South Maroochy River.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

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

Flood;

Subsidence or landslide unless caused by the insured event of earthquake."

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, and viewing publically available aerial mapping, it is our view that the damage to one of your fences (approximately 150 metres of post and wire fencing) was caused by flood. Specifically, South Maroochy River located adjacent to your property, has risen and overflowed causing floodwaters to travel overland and sweep your fence away.

In relation to the damage caused to your other fence by a landslide (approximately 50 metres of post and wire fencing), we note your policy does not cover for landslides unless caused by an earthquake. In this case, the landslide was not caused by an earthquake.

As your policy does not cover loss or damage caused by flood or excluded landslides, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Longfellow Street
Norman Park 4170

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Longfellow Street Norman Park 4170 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Norman Creek approximately 200m to the west of your property has received floodwaters from the Brisbane River, subsequently causing Norman Creek to rise and overflow. Floodwaters have then travelled overland to inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

10 May 2011

[REDACTED]
[REDACTED] Long Street East
Graceville QLD 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Long St East Graceville QLD 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek which adjoins the Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Oxley Creek, which adjoins the Brisbane River and is situated approximately 500m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

01 April 2011

[REDACTED]
62 Hyde Rd
YERONGA QLD 4104

Dear [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Hyde Rd Yeronga QLD 4104 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 850 metres to the north of your property on or around 13 January 2011. As your policy does not

cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED] Long Street E
Graceville QLD 4075

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Long St E, Graceville on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Oxley Creek, which is located approximately 500 meters east of your property, and the Brisbane River which is approximately 600 meters north east of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We are pleased to inform you that your policy will cover your claim for spoilage of frozen food. As discussed we have organized a cheque for \$400.00 to your address.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 June 2011

[REDACTED]
[REDACTED] Mount Mee Road
Delaneys Creek QLD 4514

Dear M [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your property located at [REDACTED] Budgen Street, Yarraman.

In particular you have claimed for water damage that occurred on or around 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.

Rainfall data

The Bureau of Meteorology rainfall data for the days leading up to and including the 11 January 2011 indicates that there was significant rainfall in your area.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (on page 6) under the heading, **'What we cover- the building'** excludes:

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

You Policy (on pages 8, 12 and 13) 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."

Our decision on your insurance claim:

Floating floors in open plan entry, lounge room, meals room and kitchen areas

After careful consideration of the information and reports we have obtained, and taking into account the rainfall records from the Bureau of Meteorology, it is evident that the damage to your floating floors in the open plan entry, lounge room, meals room and kitchen areas was

caused by stormwater runoff. As your policy covers damage caused by stormwater runoff, we are pleased to inform you that this portion of your claim is accepted.

Carpet and underlay located in the main bedroom and the second bedroom

Carpets are specifically excluded under your home building policy. Unfortunately at the time of loss you did not have contents cover which normally covers carpet damage caused by a storm and rainwater event. This being the case we regret to inform you that this portion of your claim is not covered.

Cracked lounge room ceiling

On the evidence available we are unable to establish the cause of damage to your lounge room ceiling. Without knowing the cause of damage we cannot make a decision on this aspect of your claim. We believe it is necessary to have a builder inspect your ceiling and provide us with a written report. Once this has occurred we will be in a better position to make a decision on this component of your claim.

Your client manager will contact you shortly to arrange a building inspection.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 June 2011

[REDACTED]
[REDACTED] Moggill Road
MOGGILL QLD 4070

Dear Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your pontoon and walkway located at [REDACTED] Moggill Road, Moggill.

We understand that the events you have claimed for took place between 9 and 14 January 2011 at the time of the Brisbane floods.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your property was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your pontoon and walkway is not as a result of an event that is insured under your Policy.

Specifically:

- a) In relation to your pontoon and walkway, they were washed away due to the heightened level of the Brisbane River (including the significantly increased velocity of the water at the time). This event, in itself, is unfortunately not covered by any part of your building policy.
- b) In relation to any parts of your walkway that were situated on/over normally dry land, the Brisbane River adjacent to your property rose and overflowed, causing floodwaters to travel overland and inundate those parts. Your Policy does not cover damage caused by flood as defined in your Policy.

Whilst we acknowledge that different parts of your Policy have been referred to above, we have carefully reviewed the specific circumstances of your claim and must confirm that there is no coverage under your Policy on this occasion.

We apologise for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Mandalay Street
Fig Tree Pocket QLD 4069

Dear Mr & M [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Mandalay St, Fig Tree Pocket 4069 on 14 January 2011.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located to the rear of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Kendall Street
OXLEY QLD 4075

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kendall St Oxley QLD 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

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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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Oxley Creek, which is located approximately 65 metres to the east of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 June 2011

██████████
PO BOX ██████████
Morningside QLD 4170

Dear Mr Galea

Your AAMI contents insurance claim ██████████

Thank you for contacting AAMI to tell us about the loss of your pump located at ██████ Nawala Court, Karana Downs.

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

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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:

Under Australian insurance law a policy holder must establish on the balance of probabilities that the covered risk has been damaged by an event insured under their policy. After careful consideration of the information and reports we have obtained, we are not satisfied that you have established that the damage to your pump was caused by an insured event.

Specifically, there is no evidence to indicate that a falling tree impacted your pump and caused it physical damage. The pump was not available for inspection by the Assessor and to our knowledge has not been retrieved by you since the January flood event.

In our view, even if physical damage to the pump could be proved, it is likely that such damage was caused by overland flooding which is excluded under your policy. In this case, overflow from the rising Brisbane River is highly likely to have inundated the pump's structure, which you have advised us was located on ordinarily dry land (the river bank).

On the basis of the above, we regret to inform you that your claim has not been accepted.

We apologise for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

19 May 2011

[REDACTED]
[REDACTED] Annette Court
BURPENGARY QLD 4505

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the damage to your bridge located at [REDACTED] Annette Court, Burpengary 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.

Geography:

We understand that a gully runs through your property which has been dammed to the east. The resultant dam runs across both your and neighbouring properties.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM) which provides an indication of the rainfall totals in your area at the time your property was inundated. It is noted that there was heavy rainfall on and around the date of loss.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your bridge is not as a result of an event that is insured by your Policy.

It is our view that dammed gully which runs through your property has received stormwater runoff, causing the dam to rise and overflow and inundate ordinarily dry land in its vicinity.

Consequently, we accept that the damage to your bridge was caused by two discrete events:

- a) The water level of the dam rose above the height of your bridge and the lateral force against its structure has caused it to fail. This event, in itself, is unfortunately not covered by any part of your building policy.
- b) The foundations of your bridge, which were ordinarily on dry land, were inundated by the rising and overflowing dam. We are satisfied that the damage they sustained was either the result of this floodwater inundation alone or a combination of the floodwater and the lateral force against the body of the bridge itself. Flood of this type is excluded by your Policy.

Whilst we acknowledge that different parts of the policy have been referred to above, we have carefully reviewed the specific circumstances of your claim and must confirm that there

is no coverage under your Policy on this occasion and regret to inform you that your claim is not covered.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.

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Yours sincerely

Peter Unwin
Technical Event Claims Manager - Queensland

16 May 2011

Mr [REDACTED]
[REDACTED] Colwel Street
Oxley QLD 4075

Dear Mr [REDACTED] & Miss [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Colwel St, Oxley 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek has affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek approximately 150m north east of your property has risen and overflowed causing floodwaters to travel overland and inundate your property on or around 12 January 2011.

We have considered the possibility of inundation to your home by water escaping from drains near your property and/or stormwater runoff. However, we are satisfied that rainfall of any significance ceased well prior to your home being inundated and that any water which escaped nearby drains and/or stormwater runoff that had pooled in your street mixed with overland floodwaters from Oxley Creek before inundating your property.

We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain and/or stormwater runoff.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

17 May 2011

Mr [REDACTED]
[REDACTED] Belmore Court
PINE MOUNTAIN QLD 4306

Dear Mr & Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your driveway located at [REDACTED] Belmore Court Pine Mountain on 27 December 2010.

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

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, **'What we cover – insured events'** explains that you are covered for damage or loss to your home building 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) under the heading, **"You are not covered"**, further states that you are not covered for:

"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."

Your Policy also states in the section, **"What we do not cover – general exclusions"** on page 14:

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

Wear and tear, rust, deterioration or corrosion,

Erosion or washing away of soil, earth or *gravel*,

The washing 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."

Your Policy also states in the section, "**What we cover – the building**" on page 7:

"The building excludes:

The *loose surfaces* of tennis courts, *driveways* and paths."

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained it is evident that the damage to your driveway is not covered by your policy. We regret to inform you that your claim is not covered on this occasion.

The basis for our decision:

We are satisfied that the damage to your driveway was caused by rainwater inundation contributed to by a number of other factors that are excluded by your policy.

Based on the policy wording explained above, we believe that your driveway is not a part of your building (as this word is defined in the policy) as considerable parts of the driveway are made up of a loose surface. Alternatively, if it was to be accepted that your driveway does constitute a building, the specific exclusions shown above prevent your policy from responding as:

- 1) The storm event caused the loose surface of the driveway to be washed away, subsequently allowing the base surface to be exposed and weakened resulting in cracks and pot holes. The loose surface consisted of gravel, stone and dirt.
- 2) Damage was caused during the storm event by water seeping into or otherwise entering your driveway due to a defect in its design, structure or construction. It is our view that your driveway has not been constructed properly (it is too thin to hold up against vehicle traffic) and as a result is defective. You could be reasonably expected to be aware of this because of ongoing wear and tear issues and the appearance of cracks and potholes during normal use, which has led to you making a previous claim under your policy.
- 3) The damage to your driveway also involved wear and tear, and such damage is excluded by your policy.

The acceptance of your previous claim for damage to your driveway was at AAMI's discretion. We confirm that AAMI considers each claim for damage separately and is under no contractual obligation to accept a future claim as a consequence of any previous claim decisions.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
UNIT [REDACTED] BUCHANAN STREET
WEST END 4101

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Buchanan Street, West End, 4101 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane river on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane river, which is located approximately 55 metres to the north east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 May 2011

██████████
██████████ Curchins Road
BUNGADOO QLD 4671

Dear Mrs ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Curchins Road, Bungadoo QLD on 9 January 2011.

In particular you have claimed for damage to your jetty, walkway/steps, water pump and canoe.

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

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 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 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, it is evident that the damage to your building and contents is not as a result of an event that is insured under your Policy. Specifically:

- a) In relation to the damage to your walkway/steps and water pump, the Burnett River adjacent to your property has risen and overflowed, causing floodwaters to inundate your water pump and those parts of your walkway/steps that are ordinarily on/over dry land. Your Policy does not cover damage caused by flood of this type.
- b) In relation to the damage to your jetty and canoe, it is evident that this damage was caused by the heightened level of the Burnett River (including the significantly increased velocity of the water at the time). This event, in itself, is unfortunately not covered by any part of your Policy.

After carefully reviewing the specific circumstances of your claim we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

10 May 2011

[REDACTED]
[REDACTED] Leybourne Street
CHELMER QLD 4068

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Leybourne Street, Chelmer, QLD 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 600 metres to the east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

18 May 2011

██████████
██████ Egmont Street
SHERWOOD QLD 4075

Dear Mr ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ████████ Egmont Street Sherwood 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek on or around 12 January. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

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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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek approximately 600m east of your property has received floodwaters from the Brisbane River causing it to rise and overflow. It initially inundated the low lying parklands east of your property adjacent to the Oxley Creek. As water levels continued to rise, overland floodwaters inundated your property to cause damage on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED] Agnes St
ROCKHAMPTON QLD 4700

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Eleventh Avenue, Theodore on 28 December 2010.

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 Hydrology Area Report from WRM Water & Environment that has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Castle Creek and Dawson River at the time (28 December 2010) your property was affected. This report is 39 pages. If you would like a copy please let us know.

We have also obtained a site-specific report from WRM Water & Environment which confirms that Castle Creek and Dawson River inundated your property. It also concludes that stormwater runoff did not inundate your property. A copy of this report is enclosed.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, overland floodwaters from Castle Creek initially inundated your property before overland floodwaters from the Dawson River later inundated your property. We are satisfied that stormwater runoff did not inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 Unwin
Technical Event Claims Manager - Queensland

12 July 2011

Mrs [REDACTED]
PO Box 18
GREENMOUNT QLD 4359

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Gerald Lane Greenmount 4359 on 10 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.

Flooring Report

We have obtained a report from Townsend Building Services who attended and inspected the damage present to the veranda/deck flooring. Their report states the following:

"In my opinion the damage I inspected appears to be the result of a faulty product. There was evidence of excessive cupping, bowing, mould and movement to the boards"

Your AAMI Building and Contents Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (on pages 8 - 13) and your AAMI Contents Insurance Policy Product Disclosure Statement (on pages 16 - 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 a specific list of insured events.

On pages 38 and 39 of your Building Policy and pages 48 and 50 of your Contents Policy it states under the heading "**What do we mean by that**" it explains that the definition of an insured event is:

Insured event – The occurrences we have listed on pages 8 - 13 (building policy) and pages 16 - 21 (contents policy) which cause damage or loss to your building and contents.

Our decision on your insurance claim:

While we have previously accepted this claim for storm and rainwater damage, we have since received additional information. After reviewing this information, it is evident that the damage present has been caused by a faulty product. This product has since failed further after being affected by the recent weather conditions.

As the original cause of damage is due to the faulty product you will need to refer this issue to the Queensland Building Services Authority (QBSA) for them to review and determine if reworks are required to be done under the original QBSA warranty. If the QBSA deem that the damage is solely related to water damage, then AAMI will at this stage arrange for the replacement of the damaged flooring.


Your right to have this decision reviewed:

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.

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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,


Client Manager
Home Claims QLD/NT

21 April 2011

[REDACTED]
[REDACTED] Westlake Drive
Westlake 4074

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Westlake Drive Westlake 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River and Westlake at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading **'What we cover – insured events'**, explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River and Westlake, both of which are located within a short distance of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Keogh Street
West Ipswich QLD 4305

Dear Ms [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Keogh St, West Ipswich 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Bremer River approximately 200m to the west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

09 May 2011

[REDACTED]
[REDACTED] Westlake Drive
Westlake QLD 4074

Dear Mr & Miss [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Westlake Drive Westlake QLD 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River which is adjacent to your property inundated your property on or around 12 January 2011 when it rose and overflowed. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Inskip Street
Rocklea 4106

Dear Mr [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Inskip Street Rocklea 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Rocky Water Holes Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Rocky Water Holes Creek, which is located approximately 150 m to the north east of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

06 May 2011

Ms [REDACTED]
69-71 Domnick Street
Caboolture QLD 4510

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Domnick Street, Caboolture QLD 4510 on or around 10 January 2011.

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

Geography:

We understand that your property is situated within close proximity to Platypus Creek which is a tributary of the Caboolture River.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at Morayfield - Mark Street. Rainfall data from the days leading up to 10 January 2011 indicates that there was heavy rainfall in your area which caused the Caboolture River to break its banks and overflow into Platypus Creek, which in turn broke its banks and overflowed into nearby properties.

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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Platypus Creek, which is located approximately 300 m to the north west of your property, on or around 10 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Morgan Street
Norman Park 4170

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at 45 Brisbane Corso Fairfield 4103 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River which is adjacent to your property, rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

3 May 2011

████████████████████
████████████████████ Richmond Street
CORINDA QLD 4075

Dear Mrs ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Richmond Street Corinda 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 150m to the north of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

19 April 2011

[REDACTED]
[REDACTED] Eversley Terrace
YERONGA QLD 4104

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Eversley Terrace Yeronga 4104 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 800m to the north of your property rose and overflowed to inundate the parklands to the north of your property. The floodwaters continued overland, crossing Hyde Road to inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

4 July 2011

[REDACTED]
[REDACTED] Caddie Avenue
KYOGLÉ NSW 2474

Dear Mr & Mrs [REDACTED]

Your AAMI Landlord building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the damage to your building located at [REDACTED] Haig Street Milton 4064 on 13 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.

Engineers Report:

We have obtained an engineer's report from Morgan Consulting Engineers who attended your property on 12 May 2011 to inspect the stumps and front boundary retaining wall to determine if any structural damage has occurred as a result of the flood event.

Their report states the following:

Front Boundary Retaining Wall

"The retaining wall bows outwards along its length and there are several significant cracks. This wall appears to be formed from two skins of brickwork and is unreinforced. The cracks are not fresh and appear to be quite old. A review of Google Maps shows that the wall had large trees immediately adjacent to the wall."

Stumps

"The stumps are quite old and many are leaning and have packing shims at the top. The bearer under the front wall is twisted and the joists that are notched into this bearer are no longer supported in the notches. There are previous repairs in an attempt to support the joists, indicating that the bearer has been in this condition for many years."

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 12, 14 and 16) under the heading, '**What we cover – insured events**' explains that you are

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

"Flood"

"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 page 18) under the heading, **"You are not covered – general exclusions"**, further states:

"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 insured property
- Wear and tear, rust, deterioration or corrosion
- The actions of trees, plants or their roots
- Soil movement or settlement
- Erosion or washing away of soil, earth or gravel

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, it has been determined that the damage to the retaining wall and stumps has not occurred as a result of the flood event.

Rather the damage to the retaining wall has been caused by the action of trees and their roots. The outward force created by the trees and roots has caused the cracking and movement which is present to the wall.

In relation to the stumps, it has been found that large and relatively random pattern of settlement previously experienced in the stumps indicates that the soil supporting these stumps has failed in bearing. There does not appear to be any recent increase in settlement and the settlement observed is atypical of flood related movement. Therefore the movement and damage present is not considered to be as a result of the flood event.

As your policy does not cover loss or damage caused by the action of trees and their roots or soil movement or settlement we regret to inform you that we are unable to accept this part of the claim for you. AAMI has however accepted the damage relating to the electrical works completed and this has already been settled to you less the applicable claims excess.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 May 2011

██████████
██████████ Lyndon Way
KARALEE QLD 4306

Dear Mr and Mrs ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Lyndon Way, Karalee on 12 January 2011.

In particular you have claimed for spoilage of frozen food, damage to contents in your garage and damage to your tennis court and septic tank.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Their report indicates that some inundation to your property was caused by flood water escaping and overflowing from the Brisbane River.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your property was ultimately partially inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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,

the moving, shifting or dislodging of any 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,"

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, we are satisfied that the damage to your building and contents was caused by several separate events:

- a) your spoilage of frozen food was a result of the failure of the public electricity supply;

- b) the contents in your garage were damaged by stormwater runoff;
- c) any damage to your tennis court was caused by the rising and overflowing of the Brisbane River which ultimately inundated your tennis court on or around 12 January 2011; and
- d) the damage to your septic tank was caused by it moving, shifting or dislodging to effectively collapse.

As your policy covers loss or damage by stormwater runoff but not for loss or damage caused by flood or by the moving, shifting or dislodging of any septic tank or other inground structure, 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 stormwater runoff and to the spoilage of frozen food as a result of the public electricity supply failure which is a benefit under your policy.

We will contact you shortly in relation to the accepted components of your claim, which have been accepted subject to the relevant terms of your policy and any applicable excesses.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

23 May 2011

Mr [REDACTED]
[REDACTED]
Macquarie Street
St Lucia 4067

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Uni [REDACTED]
[REDACTED] Macquarie Street St Lucia 4067 on 14 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River adjacent to your garage rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 March 2011

[REDACTED]
Woodstock
Mail Service [REDACTED]
[REDACTED] Pink Lily Road
Rockhampton MC Qld 4702

Dear Mr [REDACTED],

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [REDACTED] Pink Lily Rd, Rockhampton on the 31 December 2010 at 6.00pm.

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

Manning Constructions Report:

We have obtained an assessment report by Manning's Construction who have advised the internal damage was not caused by storm water or flood water. There was no water entry through the roof and they believe damage could not be from moisture in the air. Based on the report no insured event has occurred to the internals of your property. We enclose a copy of the report for your information.

Hydrology Report:

We also obtained an individual water damage assessment of your claim by WRM, confirming the inundation to your shed and its contents was caused by flood. Their report shows that the inundation was caused by flood water escaping and overflowing from the Fitzroy River. We enclose a copy of the report for your information.

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, 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."

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 9 and 13) and for your Home Contents Insurance Policy (on pages 17, 19 and 21) under the headings, "**You are not covered for**", provides that you are not covered for:

"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 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. "**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:

flood"

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home building and home contents was caused by flood. Other areas of damage within your building are due to poor workmanship and not from a defined event. As your policies do not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 Appeals Service is independent of this Department and has the appropriate experience, knowledge and authority to carry out a review.

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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 the decision of our Consumer Appeals Service. 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,

jenna zimmermann

Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED]
[REDACTED] Phillip Street
LEICHHARDT QLD 4305

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your property located at [REDACTED] Phillip Street, Leichhardt, QLD on or around 11 January 2011.

In particular you have claimed for damage sustained to your bitumen driveway, chest freezer and fridge and spoilage of frozen food.

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

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 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 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"

Your Policy in the section, **"What we cover – additional benefits"** on page 28 and 31 for
Contents explains that you are covered for:

"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"

In the section, **"What we cover – additional benefits"** on page 28 and 31 for Contents
further states that you are covered up to a maximum of \$400.00 for:

"spoilage of frozen food caused by:

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

Our decision on your insurance claim:

Damage to your bitumen driveway

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located within a short distance to the west of your property, on or around 11 January 2011. As your Policy does not cover loss or damage caused by flood, we regret to inform you that this portion of your claim is not covered on this occasion.

Damage to your chest freezer and fridge

We are satisfied that the damage to your chest freezer and fridge was not caused by flood. Rather, the damage was caused by Energex cutting off the power supply to your property for a period of 46 hours. On this basis we are pleased to inform you that your Policy will cover this portion of your claim on this occasion.

Spoilage of frozen food

Given that the spoilage of your frozen food was due to the failure of public electricity supply to your home, we are pleased to inform you that your Policy will cover the cost of replacing your spoiled frozen food up to a maximum of \$400.00.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

03 May 2011

██████████
██████████ Campana Street
Oxley Qld 4075

Dear Ms ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Campana Street Oxley Qld 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River, which flowed into Wolston Creek and then into Bullock Head Creek causing them to rise and overflow and affect your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwaters from the Brisbane River have flowed into Wolston Creek and then into Bullock Head Creek causing them to rise and overflow. Bullock Head Creek has overflowed to inundate the reserve adjacent to your property with floodwaters then inundating surrounding properties including yours on or around 12 January

2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Harte Street
Chelmer QLD 4068

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Harte St, Chelmer 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building occurring during the period of cover and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located less than 200m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Enid Street
GOODNA QLD 4300

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Enid Street Goodna 4300 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Woogaroo Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, the property damage was caused by floodwater inundation from the overflow of Woogaroo Creek, which is located within a close proximity of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

4 April 2011

██████████
██████ Hargreaves Ave
Chelmer 4068

Dear Mrs Marion ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ████████ Hargreaves Ave Chelmer 4068 on 11th of 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 150m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

However, in relation to your claim for spoilage of frozen food, we can advise you that this component of your claim will be covered. We are sorry for any inconvenience caused by previous representations that this component would not be covered. I can clarify that AAMI is satisfied that your food spoilage loss was due to the failure of the public electricity supply to your property and therefore will be covered under your policy.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

10 May 2011

[REDACTED]
[REDACTED] Range View Drive
MOUNT SAMSON QLD 4520

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your driveway located at [REDACTED] Range View Drive, Mount Samson on 10 January 2011.

As you know, we appointed assessors from Cunningham Lindsey and Construct Services to attend your property and inspect the damage and we thank you for allowing this to happen.

Geography:

We understand that there is a dam approximately 400m south east of your property and the natural watercourse which runs through your property receives overflow from the dam once it exceeds its capacity.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at Samsonvale, QLD. Rainfall data on 10 January 2011 indicates that there was heavy rainfall in your area at the time your driveway was damaged.

Engineer's Report:

We thank you for allowing an engineer to attend your property and inspect the damage. Their report concludes that the damage sustained to the underneath of your driveway is not a direct result of any storm event but rather due to poor building practice, significantly inadequate drainage and inadequate design. The inadequate drainage has resulted in long periods of erosion to the soil materials that form part of the underneath of your driveway. The force generated from water flow through the natural watercourse in the latest storm event has finally triggered the collapse of the material underneath the driveway. A copy of this report is attached.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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."

"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."

Your Policy also states in the section, "**What we do not cover – general exclusions**" on page 14:

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

flood,
erosion or washing away of soil, earth or gravel,
soil movement or settlement,
subsidence or landslide **unless** caused by the insured event of earthquake."

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, it is our view that the damage sustained to your driveway is not covered by your policy.

Specifically, we believe that the damage to your driveway was caused by the dam south east of your driveway rising and overflowing to inundate normally dry land (i.e. your driveway) via the natural watercourse which runs through your property on or around 10 January 2011.

We also note that the damage has arisen and/or involves soil movement and erosion that has been occurring over time due to a defect in the design and construction of your driveway that has allowed prolonged water seepage into the driveway.

We have considered the possibility of stormwater runoff causing the damage due to the heavy rainfall experienced in your area. However, we are satisfied that any stormwater runoff in the area would have entered (or have been prevented from entering because it was

already full or overflowing) the dam and/or natural watercourse to form part of the floodwaters which damaged your driveway.

As your policy does not cover loss or damage caused by flood or involving the erosion or washing away of soil or soil movement or settlement, we regret to inform you that your claim is not covered on this occasion.

The construction of your driveway:

We refer you to the engineer's report of Censeo which explains engineering and building concerns with the construction of your driveway at its lowest point across the natural watercourse on your property. We confirm by way of this letter that you are now aware of these construction/defect issues and we ask that you take advice from a qualified builder and/or engineer when rebuilding this part of your driveway.

Please note that your Policy restricts cover under page 13 and 16 for structures that are not designed or constructed properly (when you are reasonably aware) or do not comply with statutory building requirements. This means that AAMI may not accept a future claim for this part of the driveway unless it is repaired as described above.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely

Peter Unwin
Technical Event Claims Manager - Queensland

13 April 2011

Mr [REDACTED]
[REDACTED] Panton Street
Woodend QLD 4305

Dear Mr & Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Panton Street, Woodend 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River which is located a short distance to the east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Amaranthus Street
Runcorn 4113

Dear Mr [REDACTED] & Miss [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Hefferan Street Fairfield 4103 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River approximately 150m to the west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

18 April 2011

Mr [REDACTED]
[REDACTED] Baroona Road
ROSALIE QLD 4064

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Baroona Road Paddington 4064 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or about 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, floodwaters from the Brisbane River have flowed down the stormwater channel approximately 400m to the south of your property, causing it to rise and overflow. The overflowing floodwaters have inundated Milton Park, continuing over Milton Road, Haig Road and into Barooka Road to inundate your property on or about 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

06 April 2011

[REDACTED]
Apartment [REDACTED]
[REDACTED] Grey Street
South Bank 4101

Dear [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Apartment [REDACTED] Grey Street South Bank 4101 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, overland floodwaters from the Brisbane River have inundated your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

4 April 2011

[REDACTED]
[REDACTED] Manson Parade
Yeronga 4104

Dear Mrs [REDACTED],

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Manson Parade Yeronga 4104 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 1km to the north of your property has risen and overflowed, causing floodwaters to travel overland via the parklands to the north to cross over Hyde Road and inundate properties along Manson Parade, including yours, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
Indooroopilly Road
Indooroopilly QLD 4068

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Indooroopilly Rd Indooroopilly QLD 4068 on 12 January 2011.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Sandy Creek on or about 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Sandy Creek, which is located a short distance to the north east of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

23 June, 2011

[REDACTED]
[REDACTED] Kennedy Street
Condamine QLD 4416

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kennedy Street Condamine 4416 on 28 December 2010.

As you know, we appointed an Assessor to attend your property and inspect the damage. We additionally appointed a hydrological engineer to inspect your property and its surrounds and provide a written report as to the cause of the water inundation. We thank you for allowing both assessments and your continued patience in allowing us to complete our enquiries into your claim.

Hydrology Report:

The WRM hydrology investigation specific to your home indicates that the inundation was caused by flood water escaping and overflowing from the Condamine River on 11 - 12 January, 2011. We enclose a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Rainfall Data

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is in Condamine. Rainfall data leading up to December 28 indicates that there was heavy rainfall over 27 and 28 December. We enclose the relevant rainfall data for your records.

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 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 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 publically available aerial mapping, it is our view that the damage to your property was caused by flood. Specifically, the Condamine River approximately 90m to the north west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss of damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

19 April 2011

[REDACTED]
[REDACTED]
PO BOX [REDACTED]
Brassall, QLD 4305

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Haig Street, Brassall, QLD 4305 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Mihi Creek at the time on or about 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Mihi Creek, which is located approximately 300 meters north east of your property, on or about 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

17th March 2011

[REDACTED]
[REDACTED] Bolsover Street
Depot Hill QLD 4700

Dear M [REDACTED]

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [REDACTED] Bolsover Street, Depot Hill QLD 4700 on the 1st of 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 also obtained a Hydrologist Area Report WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home and contents. Their report shows that the inundation was caused by flood water escaping and overflowing from the Fitzroy River from the 27/12/2010 to mid January, 2011. We enclose a copy of the report for your information.

We also obtained an individual water damage assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We also enclose a copy of this assessment]

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, 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."

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 9 and 13) and for your Home Contents Insurance Policy (on pages 17, 19 and 21) under the headings, **"You are not covered for"**, provides that you are not covered for:

"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 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. **"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:

flood"

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home building and home contents was caused by flood. As your policies do not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 Appeals Service 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 mailto:.

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 the decision of our Consumer Appeals Service. 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,

Jenna Zimmermann

Technical Event Claims Manager - Queensland

04 April 2011

██████████
██████████ Wendouree Crescent QLD Westlake 4074

Dear Ms ██████████

Your AAMI building insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building located at ██████████ Wendouree Crescent QLD Westlake 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River adjacent to your property has risen and overflowed to inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 April 2011

[REDACTED]
[REDACTED] Marshall Rd
ROCKLEA QLD 4106

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Marshall Rd, Rocklea, QLD 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Stable Swamp Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Stable Swamp Creek which runs around your property to the north and east received significant volumes of floodwaters from Oxley Creek and the Brisbane River causing it to rise and overflow. Floodwaters have subsequently travelled overland and inundated your property.

We have reviewed the information you have provided in relation to the watercourse to the east of your property. We do not accept that this watercourse is a drain. Rather, given its size, function and water-carrying capacity we regard it to be properly characterised as a stormwater channel, designed to carry significant volumes of water through the lower suburban catchment area it passes through. We confirm that even if this watercourse was to be characterised as a drain (which we do not accept), then any water escaping from it, or

from nearby street drains around your property, would have been a minor contributor to the significant overland water flow across the south west Rocklea area during the main flood event.

We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water that would in isolation be covered (in this case, if your property was inundated only by water escaping from a drain).

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

05 April 2011

Ms [REDACTED]
[REDACTED] Stevens Street
YERONGA QLD 4104

Dear Ms [REDACTED],

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Stevens Street, Yeronga QLD 4104 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River adjacent to your property has risen and overflowed, causing your property to be inundated by floodwaters. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

05 May 2011

Mr [REDACTED]
[REDACTED] Leybourne Street
Chelmer QLD 4068

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Leybourne Street Chelmer QLD 4068 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 350m east of your property rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Boundary Road
INDOOROOPIILY 4068

Dear Mr & Mrs Pedley,

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Boundary Road, Indooroopilly, 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located within a short distance to the east of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
Bowen Street
Windsor QLD 4030

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Bowen St, Windsor 4030 on the 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Breakfast Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

'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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, Breakfast Creek approximately 300m to the east of your property which connects to the Brisbane River has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

30 June 2011

[REDACTED]
[REDACTED] Fred St
Red Hill QLD 4059

Dear Mr and Mrs [REDACTED],

Your clients' AAMI home insurance claim no. [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at [REDACTED] Payne Street, Auchenflower on 11 and 12 January 2011.

In particular, you have claimed for damage to camping equipment, gardening tools and a number of kids' toys due to rain water inundating the ground floor area of your home to a depth of 10-15cms 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the ultimate inundation was caused by flood water escaping and overflowing from the Brisbane River at the time (on or around 12 January 2011) your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was ultimately inundated by floodwater.

Your AAMI Contents Insurance Policy:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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:

We confirm that your claim for rain water damage to a depth of 15cms causing damage to your camping equipment, gardening tools and a number of kids' toys. As well as the items in your garage area and garden shed listed on the spreadsheet your provided, on 11 January 2011 has been accepted. Your Client Manager will be in touch with you shortly to discuss this claim further.

However, after careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that the additional damage to your building and contents was caused by flood. Specifically, the additional damage was caused

by floodwater inundation from the overflow of the Brisbane River, which is located approximately 1 km to the south east of your property on or around 12 January 2011.

As your policy does not cover loss or damage caused by flood, we regret to inform you that the additional damage to your building and contents is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Esplanade
Yeronga QLD 4104

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Esplanade Yeronga QLD 4104 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River directly to the south of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

03 May 2011

[REDACTED]
[REDACTED] Thomas Street
SHERWOOD QLD 4075

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Thomas Street, Sherwood QLD on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek approximately 350m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Macquarie Street
ST LUCIA QLD 4067

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Uni [REDACTED]
[REDACTED] Macquarie Street St Lucia 4067 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which runs past your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED] Brisbane Corso
Fairfield QLD 4103

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Brisbane Corso Fairfield QLD 4103 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 75 m north west of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

07 April 2011

Mrs [REDACTED]
UNIT [REDACTED] Egmont Street
SHERWOOD QLD 4075

Dear Mrs & M [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Egmont Street, Sherwood QLD on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading **'What we cover – insured events'**, explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, Oxley Creek approximately 350m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED] Coombel Street
Jindalee QLD 4074

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Coombel Street, Jindalee, QLD 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 400m to the north of your property has risen and overflowed, causing a connecting watercourse that runs past your property through the Jindalee Golf Course approximately 400m to the east of your property to rise and overflow, which has then caused floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

17 May 2011

[REDACTED]
[REDACTED] Doris Street
Hill End QLD 4101

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Doris St, Hill End 4101 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River has affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, overland floodwaters from the Brisbane River travelled through low lying properties on Ryan Street and into Doris Street before inundating your property (including your internal home and electric gate) on or around 12 January 2011. We specifically refer you to the flood imagery of your street on the Queensland Reconstruction Authority website.

We acknowledge that an insignificant amount of floodwater may have escaped nearby drains in front of your property however we are satisfied that any drain escape water would have promptly mixed with overland floodwater rising into and over Doris Street.

Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 March 2011

Ms [REDACTED]
[REDACTED] Baronsfield Street
GRACEVILLE QLD 4075

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Baronsfield Street, Graceville, 4075 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek located at the side of your property, on or around 13 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of Oxley Creek located at the side of your property, on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 April 2011

[REDACTED]
[REDACTED] Penaton Street
CORINDA QLD 4075

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Penaton Street Corinda 4075 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek on or around 13 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, overland floodwaters from Oxley Creek approximately 200m to the north and south of your property inundated your house on or around 13 January 2011.

We confirm that any water escaping from nearby street drains around your property would have been a minor contributor to the significant overland water flow from the Oxley Creek during the main flood event.

We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under

your policy) and water that would in isolation be covered (in this case, if your property was inundated only by water escaping from a drain).

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

19 April 2011

Mr [REDACTED]
[REDACTED] Boyle Road
Pullenvale QLD 4069

Dear Mr & M [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Boyle Road Pullenvale on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Pullen Pullen Creek on the 12 January 2011 that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Pullen Pullen Creek approximately 200 metres to the east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

12 April 2011

Mr [REDACTED]
[REDACTED] Elizabeth Street
ROSALIE QLD 4064

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Elizabeth Street ROSALIE QLD 4064 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, the property damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located within a short distance to the south east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
Unit [REDACTED] Haig Street
BRASSALL QLD 4305

Dear Ms & Mr [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit 1 [REDACTED] Haig Street Brassall on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Mihi Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading **'What we cover – insured events'**, explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled *'Flooding in the Brisbane River Catchment, January 2011'* and is made up of Volume 1 "An Overview" and Volume 3, *'Flooding in Ipswich City LGA'*.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Mihi Creek, which is a tributary of the Bremer River and located a short distance from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

16 May 2011

[REDACTED]
P [REDACTED]
TOOWONG 4066

Dear Mr & Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Rani Close, Mount Ommaney, 4074 on 14 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Mt Ommaney Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood.

Specifically, Mt Ommaney Creek approximately 100m north west of your property has received floodwaters from the Brisbane River causing it to rise and overflow and floodwaters to inundate the low lying parts of the McLeod Country Golf Club adjacent to your property.

As the Brisbane River and Mt Ommaney Creek continued to rise, floodwaters continued to travel overland and subsequently inundate your property on or around 12 January 2011.

We are satisfied any stormwater runoff that had been pooling in the McLeod Country Golf Club adjacent to your property mixed with the overland floodwaters well prior to the inundation of your property. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and stormwater runoff.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

28 March 2011

Mr [REDACTED]
Mrs [REDACTED]
[REDACTED] Koorungal Dr
JINDALEE QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Koorungal Drive Jindalee 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 publically available aerial mapping, it is our view that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 50 m from the rear of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 April 2011

Mr [REDACTED]
Mrs [REDACTED]
[REDACTED] Clinker Street
Darra 4076

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lather Road Bellbowrie 4070 on 11th 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, your pontoon has come loose and floated away due to the rising Brisbane River in which it was situated. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

05 April 2011

Ms [REDACTED]
[REDACTED] Edith Street
PORT CURTIS 4700

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Edith Street, Port Curtis, 4700 on 02 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 Hydrology Area Report from hydrologists WRM Water and Environment. This firm has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the nearby watercourses, including Gavial Creek and the Fitzroy River, located to the east of your property. We enclose a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the nearby watercourses, including Gavial Creek and the Fitzroy River, located to the east of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

Ms [REDACTED]
[REDACTED] Edith Street
PORT CURTIS 4700

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Edith Street, Port Curtis, 4700 on 02/01/2011.

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 Hydrology Area Report from hydrologists WRM Water and Environment. This firm has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from nearby watercourses, including Gavial Creek and the Fitzroy River, located to the east of your property. We enclose a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the nearby watercourses, including Gavial Creek and the Fitzroy River, located to the east of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

6 June 2011

[REDACTED]
[REDACTED] Fairfield Road
Fairfield Qld 4103

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Fairfield Road, Fairfield on 12 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage. We additionally appointed a qualified hydrologist to attend your property and its surrounds and provide a written report as to the cause of the water inundation. We thank you for allowing both assessments and your continue patience in allowing us to complete our enquiries into your claim.

Hydrology Reports:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

The WRM hydrology investigation specific to your home explains that its internal inundation was caused by floodwaters from the Brisbane River on 12 – 13 January, 2011. Please find enclosed a complete copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane river, which is located approximately 350 metres from your property on 12 – 13 January 2011.

We have specifically considered the information and photographs you have provided to us and confirm that all relevant information was made available to the WRM hydrologist to allow them to compile a complete report into the cause of water inundation at your property. We refer to you the comment, conclusions and Figure 1 of that report, for detailed analysis of water origin, flow direction and relative inundation depths. We accept the conclusion provided by the hydrologist in this instance, being that the internal inundation of the lower of your home was caused by Brisbane River floodwater which had risen due to overland flow to reach the level of your home's floor (and above).

As your policy does not cover loss or damage caused by flood, we must regretfully inform you that your claim has not been accepted by AAMI.

We apologise for the delay in providing you with our decision and enclose information about the QLD Premier's Relief fund which may be of assistance to you.

Your right to have this decision reviewed:

If you do not agree 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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

21 April 2011

[REDACTED]
[REDACTED] Neata Street
Corinda QLD 4075

Dear Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Neata Street Corinda QLD 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Oxley Creek, which is located approximately 150 metres to the north of your property on or around 11 or 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

28 April 2011

Mr [REDACTED]
PO [REDACTED]
GOODNA 4300

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Lyndora Close Riverhills 4074 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 11 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the stormwater channel behind your property which adjoins the Brisbane River, which is located approximately 250m from your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

1 April 2011

████████████████████
████ King Arthur Terrace
TENNYSON QLD 4105

Dear Mr ██████████

Your AAMI building insurance claim ██████████

Thank you for contacting AAMI to tell us about the water damage to your building located at █████ King Arthur Terrace, Tennyson QLD 4105 on 12 January 2011.

In particular you have claimed for damage to your pontoon and gangway.

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

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8 to 13) under the heading, '**What we cover – insured events**' explains the specific insured events that your Policy covers.

"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."

Our decision on your insurance claim:

You have advised us that the damage to your pontoon and gangway was most likely as a result of pontoons and debris impacting with your pontoon and gangway. Subsequently, your pontoon was washed away.

On this occasion, we are not satisfied that an impact by an object covered by your Policy, for example by a watercraft, has caused the damage you have claimed for. Further, the loss of your pontoon as a result of it being washed away is also not covered by your Policy.

We regret to inform you that your claim is not covered on this occasion since the damage you have claimed for is not as a result of an event that is insured under your Policy.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

7 April 2011

Mr [REDACTED]
[REDACTED] Carnegie Street
Westlake QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Carnegie St Westlake 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your home contents was caused by flood. Specifically, the Brisbane River has risen and overflowed, inundating your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

27 April 2011

[REDACTED]
[REDACTED] Markham Street
Darra QLD 4076

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Markham Street Darra 4076 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bullockhead Creek at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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:

We note that you discussed the damage to your fencing, fascia and granny flat with the Assessor on 15 April and agreed to withdraw these aspects of your claim.

Unfortunately, after careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that the damage to the remainder of your building and contents was caused by flood.

Specifically, it appears the damage was caused by floodwater inundation from the overflow of Bullockhead Creek which is located a short distance to the north east of your property, on or around 12 January 2011. Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event.

We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

9 May 2011

[REDACTED]
[REDACTED] Coldstream Street
ULMARRA NSW 2462

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Coldstream Street Ulmarra 2462 on or around 13 January 2011.

In particular you have claimed for damage sustained to three internal doors and the following content items:

- Mechanical chainsaw
- Electric frypan
- Two electric hand held mixers
- Breville toaster
- Selection of framed photographs
- Bamix food mixer

Assessment Report

We have received an Assessment report from Cunningham Lindsey who attended your property on 16 February 2011.

Their report states 'water has flowed from the Clarence River in the township of Ulmarra and flooded the low-lying paddock area, which runs east to Tucabia, this water has then entered the property on 13 January 2011.'

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 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 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, it is evident that the water damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Clarence River on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim for water damage is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

7 March 2011

[REDACTED]
[REDACTED]
EMERALD QLD 4720

Dear [REDACTED]

Claim Number [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home contents at [REDACTED] Blue Gum Drive Emerald 4720 on the 30 December 2010.

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 Hydrologist Area Report from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoia River from 29 December 2010 to 3 January 2011. We enclose a copy of the report for your information.

We also obtained an individual Water Damage Assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We enclose a copy of this assessment for your perusal.

Your Insurance Policy:

Your Home Contents Insurance Policy Product Disclosure Statement (PDS) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', provides that 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 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."

It also states:

"You are not covered for:

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 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 Home Contents Insurance Policy PDS further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 have 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.aumailto:.

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 the decision of our Consumer Appeals Service. 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,

je [REDACTED] n

Technical Event Claims Manager - Queensland

7 April 2011

PO [REDACTED]
Kenmore 4069

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Fig Tree Pocket Rd, Fig Tree Pocket 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 500m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Goburra Street
ROCKLEA QLD 4106

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Goburra Street Rocklea 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Stable Swamp Creek and/or Rocky Water Holes Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Stable Swamp Creek and/or Rocky Water Holes Creek, approximately 200m to the south and 250m to the north east respectively of your property, received floodwaters from the Brisbane River via Oxley Creek causing it/them to rise and floodwaters to subsequently travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

4 April 2011

[REDACTED]
[REDACTED] Brisbane Corso,
Fairfield QLD 4103

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Brisbane Corso, Fairfield QLD 4103 on 11/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 150 metres to the northwest of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

27 April 2011

Mr [REDACTED]
[REDACTED] Moores Pocket Road
IPSWICH QLD 4305

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Moores Pocket Rd, Ipswich, QLD 4305 on 05 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River which is located within a short distance from both sides of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
[REDACTED] Elaine Street
BOOVAL QLD 4304

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Elaine St, Booval, QLD 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bundamba Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled *'Flooding in the Brisbane River Catchment, January 2011'* and is made up of Volume 1 "An Overview" and Volume 3, *'Flooding in Ipswich City LGA'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Bundamba Creek which is located approximately 250m from your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

3 May 2011

[REDACTED]
[REDACTED] Don Lee Close
SAMSONVALE QLD 4520

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Don Lee Crescent, Samsonvale QLD on or around 11 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage on 2 February 2011 and we thank you for your cooperation in this regard.

We also thank you for allowing a further onsite assessment to be conducted on 20 April 2011.

Geography:

We understand that your property is situated within close proximity of both North Pine River and Armstrong Creek.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at Samsonvale. Rainfall data from the days leading up to and including 11 January 2011 indicates that there was heavy rainfall in your area which caused the North Pine River to break its banks and overflow into Armstrong Creek, which in turn broke its banks and overflowed into nearby properties.

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 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 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, it is evident that the damage to your fencing located in the back paddock was caused by flood. Specifically, it appears that the damage was caused by overland floodwater inundation from the overflow of Armstrong Creek which runs to the rear of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that this portion of your claim is not covered.

We are satisfied that the damage to the carpet in your office (adjacent to your garage) was not caused by flood. Rather, the damage was caused by stormwater runoff. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

We will contact you shortly to discuss the settlement of the covered component of your claim.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

14 April 2011

[REDACTED]
[REDACTED] Mount Crosby Rd
Chuwar QLD 4306

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Elanora Way Karalee QLD 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which borders the south west end of your property, on or about 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

9 May 2011

████████████████████
████ Lawson St
OXLEY QLD 4075

Dear Mr and Mrs ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████ Lawson Street Oxley on 12th 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek on the 12th January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek approximately 250m east of your property has received floodwaters from the Brisbane River causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property.

We accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property (at the time of the main flood event) however any water that did escape mixed with overland floodwaters before inundating your property.

We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under

your policy) and water escaping from a drain and/or stormwater runoff. We are satisfied that your property was not inundated prior to the arrival of overland floodwaters.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Guthrie Street
PADDINGTON 4064

Dear Ms [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Baroona Road Rosalie 4064 on or around 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 11 January. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building occurring during the period of cover and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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) 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 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 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:

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

Wear and tear, rust, deterioration or corrosion,

Flood,"

Our decision on your insurance claim:

(a) Damage to your gutters and fascia

After careful consideration of the information and reports we have obtained, it is evident that the damage to your gutters and fascia was caused by the heavily rusted condition of the gutters. Your property is insured on the condition that it has been and will continue to be properly maintained and repaired. Unfortunately rust itself and any consequent damage arising from rust is not covered by your policy. Accordingly, we regret to inform you that this portion of your claim is not covered on this occasion.

(b) Glass breakage

You have told us that during the cleanup process glass breakage occurred when a volunteer moved some debris on the premises. We are pleased to inform you that you will be covered for the broken glass on this occasion. You may have to lodge a separate claim for the glass damage.

Remaining property

Based on the available evidence, including viewing relevant Government mapping, we are satisfied that the remaining damage to your home and contents was caused by flood. Specifically, the property damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located within a short distance south east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that the remainder of your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
[REDACTED] Kingsley Parade
Yeronga QLD 4104

Dear Ms [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Kingsley Parade, Yeronga QLD 4104 on or around 12 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage on 10 February 2011. We thank you for your cooperation in this regard.

We also thank you for allowing a further onsite assessment to be conducted on 7 April 2011.

Hydrology Report:

Following the Queensland floods of December 2010 and January 2011 the Insurance Council of Australia (ICA) appointed a panel consisting of three expert hydrologists¹ to assess and report on flooding across the state. A two-volume report (which is accessible on the ICA website (www.insurancecouncil.com.au)) deals with the Brisbane area.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time (Wednesday, 12 January 2011) your property was affected.

Geography:

We understand that the Brisbane River runs to the north, west and south of your property.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 publically available aerial mapping, we believe that the damage to your building located up to and including 30 cm above ground level was not caused by flood. Rather, the damage was caused by water escaping from the stormwater drains located on your street.

Unfortunately the information and reports we have obtained indicate that the damage to your building located higher than 30 cm above ground level was caused by flood. Specifically, the Brisbane River running to the north of your property has risen and overflowed causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that you are not insured for damage that occurred 30cm above ground level.

We understand that the lower level of your house is a basement. Therefore, we do not believe that your building has sustained any insured damage on this occasion, however, please telephone us if you believe your building did sustain damage between the ground and 30cm above ground level.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

08 April 2011

[REDACTED]
[REDACTED] Rocklea QLD 4106

Dear [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Galah Street Rocklea QLD 4106 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Stable Swamp Creek and/or Rocky Water Holes Creek, which received floodwaters from the Brisbane River via Oxley Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Stable Swamp Creek and/or Rocky Water Holes Creek, approximately 100m to the south and 300m to the north east respectively of your property, received floodwaters from the Brisbane River via Oxley Creek causing it/them to rise and floodwaters to subsequently travel overland and inundate your property on or around 12

January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

07 April 2011

[REDACTED]
[REDACTED] Lather Road
Bellbowrie QLD 4070

Dear Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Lather Road Bellbowrie 4070 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Pullen Pullen Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Pullen Pullen Creek approximately 10m behind your property which connects to the Brisbane River has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Strong Avenue
GRACEVILLE 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Strong Avenue, Graceville, 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River on or around the evening of 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 250m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around the evening of 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

3 May 2011

[REDACTED]
PO Box [REDACTED]
GRACEVILLE EAST QLD 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Strong Avenue, Graceville, 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River on or around the evening of 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 250m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around the evening of 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Mill Street
GOODNA QLD 4300

Dear Ms [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at Unit [REDACTED] Mill St, Goodna, Qld 4300 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Woogaroo Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, The Brisbane River has risen and overflowed, causing floodwaters to travel overland and flow down Woogaroo Creek which has also then risen and overflowed, causing floodwaters to inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

14 April 2011

[REDACTED]
[REDACTED] Burns Street
FERNVALE QLD 4306

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your property located at [REDACTED] Burns Street, Fernvale, QLD on or around 12 January 2011.

In particular you have claimed for damage sustained to your floorboards.

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

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on page 14 under the heading, '**What we do not cover – general exclusions**' explains that you are not covered for loss or damage caused by:

"mould, wet or dry rot, rising damp or dampness".

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, it is our view that the damage to your property was caused by rising moisture from water pooling underneath your home. As your policy does not cover loss or damage caused by rising damp, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Golf Links Rd
Rocklea QLD 4106

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Golf Links Rd Rocklea QLD 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Rocky Waterhouse Creek, which is located a few hundred metres from the rear of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

04 April 2011

[REDACTED]
[REDACTED] Thomas Street
Sherwood QLD 4075

Dear M [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Thomas Street Sherwood QLD 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek and Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek approximately 350m to the east of your property has received floodwaters from the Brisbane River, causing it to rise and overflow, sending floodwaters overland to inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

27 April 2011

[REDACTED]
[REDACTED] Rosecliffe Street
HIGHGATE HILL QLD 4101

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the damage to your building located at [REDACTED] Rosecliffe Street, Highgate Hill on 12 January 2011.

In particular you have claimed for damage to your pontoon.

As you know, we appointed an Assessor to attend your property on 8 February 2011 and inspect the damage and we thank you for allowing this to happen.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8 to 13) under the heading, '**What we cover – insured events**' explains the specific insured events that your Policy covers.

Our decision on your insurance claim:

You have advised us that the damage to your pontoon was most likely as a result of a neighbour's pontoon impacting with your pontoon. Subsequently, your pontoon was washed away.

On this occasion, we are not satisfied that an impact by an object covered by your Policy, for example by a watercraft, has caused the damage you have claimed for. Further, the loss of your pontoon as a result of it being washed away is also not covered by your Policy.

We regret to inform you that your claim is not covered on this occasion since the damage you have claimed for is not as a result of an event that is insured under your Policy.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

07 April 2011

[REDACTED]
[REDACTED] Markham Street
Darra Qld 4076

Dear Mrs & M [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Markham Street Darra Qld 4076 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bullockhead Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Bullockhead Creek, which is located approximately 100 m to the west of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

07 April 2011

[REDACTED]
[REDACTED] Nathan Street
East Ipswich QLD 4305

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Nathan Street East Ipswich QLD 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, the property damage was caused by floodwater inundation from the overflow of Bremer River, which is located within a close proximity of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Donatello Street
Fig Tree Pocket 4069

Dear Mr & M [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Donatello Street Fig Tree Pocket 4069 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 150m to the east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED]
[REDACTED]
Hamilton 4007

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Pedder Street Albion 4010 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwaters from the Brisbane River have flowed into Breakfast Creek. Breakfast Creek approximately 100m to the west of your property has subsequently risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Kanangra Close
Karana Downs QLD 4306

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kanangra Cl, Karana Downs 4306 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Kholo Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled *'Flooding in the Brisbane River Catchment, January 2011'* and is made up of Volume 1 "An Overview" and Volume 3, *'Flooding in Ipswich City LGA'*.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Kholo Creek which is located a short distance to the east of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

15 June 2011

[REDACTED]
[REDACTED] Redcliffe Avenue
SEAFORTH QLD 4741

Dear [REDACTED]

Your Landlord Building Claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your landlord building located at [REDACTED] McDonald Street Hawthorne 4171 on 13 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. The assessor attended to determine if the damage present has been caused by the claimed event of flood.

The assessor has reported on the damage as listed below:

- Main bedroom cupboard doors and drawers to be adjusted
- Rear sunroom sliding doors to be adjusted
- Two rear timber shed doors and wall paint

Additional damage was noted by Dankav to the front entry staircase.

Your AAMI Building and Contents Insurance Policy:

Your AAMI Landlord Insurance Policy Product Disclosure Statement states on page 12 and 14 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:

- Flood

Your Policy on pages 18 under the heading, "**You are not covered**", further states that you are not covered for:

- An unreasonable failure to properly maintain or repair your insured property,
- Wear & tear, rust, deterioration or corrosion and
- Mould, wet or dry rot, rising damp or dampness

Our decision on your insurance claim:

After careful consideration of all the information available to us, we are now able to accept the damage to the main bedroom cupboard doors and drawers and the rear sunroom sliding doors as being related to the flood event:

As discussed we will arrange for a builder to attend to rectify these repairs and the builders will be in touch with your real estate agent directly.

Unfortunately, the information and reports we have obtained indicate that the damage present to the rear shed doors, wall paint and the front entry staircase appear to be related to general wear & tear, rust and dry rot. As your policy does not cover loss or damage caused by the above we regret to inform you that this portion of your claim has not been accepted.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

19 May 2011

[REDACTED]
[REDACTED] Redcliffe Ave
Seaforth 4741

Dear Mr [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the damage to your building located at [REDACTED] McDonald Street Hawthorne 4171, on 13 January 2011.

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

The Builder has advised in their report on closer inspection of the damages noted by Cunningham and Lindsay assessor that the damage is consistent with wear and tear maintenance.

The builder has supplied an expert report detailing the damages are pre-existing to the Brisbane floods of January 2011, please see attached for the detailed information in this report.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around the 13 January your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

While we acknowledge water was present at your property however, our builder report identifies that the damages that are being claimed are consistent with wear, tear and maintenance of the property.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on page 14) under the heading, **'What we do not cover – general exclusion'** states the following:

"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 insured property, wear and tear, rust, deterioration or corrosion.

Mould, wet or dry rot, rising damp or dampness."

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that water has been at your property.

However, the damages that you are claiming are consistent with wear, tear and maintenance as outlined within the builder's expert report.

We have enclosed a copy of the builder report.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Sandford Street
ST LUCIA 4067

Dear M [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Sandford Street, St Lucia, 4067 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River adjacent to your property rose and overflowed to inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Looranah Street
JINDALEE QLD 4074

Dear Miss [REDACTED] and Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Looranah Street, Jindalee, QLD 4074 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the watercourse running through the Jindalee Golf Course to the east of your property at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the watercourse running through the Jindalee Golf Course to the east of your property has risen due to a backflow of floodwater from the Brisbane River. The resultant overland flooding of the watercourse has inundated your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

14 April 2011

[REDACTED]
[REDACTED] Archer Court
Karalee QLD 4306

Dear Mr & Mrs [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Duncan St Riverview QLD 4303 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Six Mile Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building occurring during the period of cover and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

"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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Six Mile Creek, which is located approximately 400 metres east of your property, on or about 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 June 2011

[REDACTED]
[REDACTED] Edmonson Street
Corinda Qld 4075

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at unit [REDACTED] Edmonson Street, Corinda on 11 - 13 January 2011.

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

Hydrology Reports:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, Pennywort Creek, approximately 100m south of your property and a tributary of the Oxley Creek, has received floodwaters from Oxley Creek which caused it to rise and overflow, with floodwaters subsequently travelling overland to inundate your property on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 March 2011

[REDACTED]
[REDACTED] Maribor Street
Westlake QLD 4074

Dear M [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Maribor Street Westlake QLD 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building and Contents Insurance Policy:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River which is adjacent to your property inundated your property on or around 12 January 2011 when it rose and overflowed. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

25 June 2011

[REDACTED]
[REDACTED] Carnegie Street
WESTLAKE QLD 4074

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Carnegie Street Westlake QLD 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River which is adjacent to your property inundated your property on or around 12 January 2011 when it rose and overflowed. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Elanora Way
KARALEE 4306

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Elanora Way, Karalee, 4306 on 10/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Bremer River approximately 200m to the south of your property rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 April 2011

[REDACTED]
F [REDACTED]
GRACEVILLE QLD 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Haldane Street Graceville 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek to the east of your property received significant volumes of floodwaters from the Brisbane River, causing it to rise and overflow. Floodwaters have subsequently travelled overland and inundated your property. Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or

damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 April 2011

Mr [REDACTED]
Mrs [REDACTED]
[REDACTED] Haldane Street
GRACEVILLE QLD 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Haldane Street Graceville 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek to the east of your property received significant volumes of floodwaters from the Brisbane River, causing it to rise and overflow. Floodwaters have subsequently travelled overland and inundated your property. Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or

damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 May 2011

[REDACTED]
Kingsley Pde
YERONGA QLD 4104

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kingsley Parade, Yeronga on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that your property was ultimately inundated by flood water escaping and overflowing from the Brisbane River at the time (12 January 2011) your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was ultimately inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, we are satisfied that the damage to your building and contents was caused by flood after an initial lower inundation by water escaping nearby drains.

Specifically, we accept that your property was inundated up to a maximum depth of 1.25m above the ground floor level by water escaping nearby drains before mixing with floodwaters from the Brisbane River that travelled overland and inundated your property to a height of approximately 4.5m above ground floor level on or around 12 January 2011.

As your policy covers loss or damage caused by water escaping drains but not for loss or damage caused by overland flood, we regret to inform you that your claim is not covered in full on this occasion. We confirm that under Australian insurance law an insurer is not

obligated to accept a claim for water damage when that damage was caused by a mixture of overland floodwater (excluded under your policy) and water escaping from drains.

Your policy will only respond to the damage caused by the initial inundation of water escaping drains, subject to the relevant terms of your policy.

We will contact you shortly in relation to the accepted portion of your claim.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

4 April 2011

[REDACTED]
Allamanda Street
Fairfield 4103

Dear [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Allamanda Street Fairfield 4103 on 11th of 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 11 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 200 m metres from the rear of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Elanora Way
KARALEE QLD 4306

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Elanora Way, Karalee, QLD 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Bremer River, which is located approximately 200m from your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Aldersgate Street
Oxley 4075

Dear M [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Aldersgate Street Oxley 4075 on the 12th 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of the Oxley Creek, which is located approximately 300m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

04 April 2011

Neata Street
CORINDA, QLD 4075

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Neata Street, Corinda, QLD 4075 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

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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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Oxley Creek approximately 100m to the north of your property which connects to the Brisbane River has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

15 April 2011

██████████
██████ Deniven Street
Corinda QLD 4075

Dear Mr ██████████

Your AAMI building and contents insurance claim ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ████████ Deniven St, Corinda QLD 4075 on or around 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek approximately 200m to the north of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Gordon Street
Milton 4064

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Gordon Street Milton 4064 on 13th 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 300m to the south east of your property has risen. A watercourse branching off the Brisbane River underneath Coronation Drive which runs adjacent to Douglas Street has therefore also risen.

As a result of the rising waters, the watercourse has overflowed and inundated Douglas Street causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

3 May 2011

[REDACTED]
[REDACTED] Fig Tree Pocket Road
Fig Tree Pocket QLD 4069

Dear Mr & [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Fig Tree Pocket Road Fig Tree Pocket QLD 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at or around 12 January 2011 that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 300m north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

10 May 2011

[REDACTED]
[REDACTED] Fig Tree Pocket Road
Fig Tree Pocket QLD 4069

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Fig Tree Pocket Road, Fig Tree Pocket QLD 4069 on 12 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage on and we thank you for your cooperation in this regard.

We also obtained a hydrology report from WRM Water and Environment. Please find enclosed a copy of this report for your records.

Hydrology Report:

Following the Queensland floods of December 2010 and January 2011 the Insurance Council of Australia (ICA) appointed a panel consisting of three expert hydrologists¹ to assess and report on flooding across the state. A two-volume report (which is accessible on the ICA website (www.insurancecouncil.com.au) deals with the Brisbane area.

Their report indicates that the inundation was ultimately caused by flood water escaping and overflowing from the Brisbane River at the time (Wednesday, 12 January 2011) your property was affected.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home (building, garage and swimming pool) was inundated by Brisbane River floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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, viewing publically available aerial mapping and reviewing the documents you have provided, we are satisfied that the damage to your building and contents was caused by overland flood from the Brisbane River.

More specifically, the hydrology report (attached) has indicated that water initially escaped from nearby drains inundating the lowest part of your site to a level of 0.8 metres. In this instance, given the range of ground levels at your property we accept that the lowest level of your property, which was inundated was only the surface of your driveway, to the height of your front wooden retaining wall. Unfortunately inundation above this level was caused by the later rise and overflow of the Brisbane River which is located a short distance from your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that your claim for building, contents and swimming pool damage has not been accepted.

Please note that your Client Manager will contact you shortly to discuss whether you are eligible to claim for the spoilage of your frozen food. This is an additional benefit under your policy that is excess free and may apply in this instance.

Given that there was drain escape water inundation across the front of your site, AAMI is prepared to consider a claim for electrical wiring damage at your site but only to the height of the fuse box connection, if your property is serviced by an underground power line. Please advise your Client Manager if you would like us to consider this potential claim. We confirm that such a claim would be subject to your \$1000 policy excess.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

10 June 2011

[REDACTED]
[REDACTED] Newcastle Street
Fairfield Qld 4103

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Newcastle Street, Road, Fairfield on 11 - 12 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage. We additionally appointed a qualified hydrologist to attend your property and its surrounds and provide a written report as to the cause of the water inundation. We thank you for allowing both assessments and your continue patience in allowing us to complete our enquiries into your claim.

Hydrology Reports:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

The WRM hydrology investigation specific to your home explains that the internal inundation was initially caused by water escaping drains and then higher levels of floodwater flowed from the Brisbane River on 11 - 13 January, 2011. Please find enclosed a complete copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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, viewing publically available aerial mapping and reviewing the documents you have provided, it is our view that the damage to your property was caused by an initial inundation of water escaping stormwater drains then and overland flood to a far higher level.

We are satisfied that the damage to your building and contents located on the lowest level of your home namely your carport, sheds and laundry up to and including 40 cms above their ground level was not caused by overland flood. Rather, that damage was caused by water escaping from drains in the vicinity of your property. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

Unfortunately the information and reports we have obtained indicate that the damage to your building and contents located higher than 40 cms as at the carport, sheds, laundry areas of your home was caused by flood. Specifically, the Brisbane River which is located 150 m from of your property has risen and overflowed causing floodwaters to travel overland and inundate your property to this greater height. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

We apologise for the delay in providing you with our decision.

Your Client Manager will be in contact with you shortly to arrange the necessary repair costing assessment required now that AAMI has determined its liability.

Your right to have this decision reviewed:

If you do not agree 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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

08 April 2011

[REDACTED]
[REDACTED] Wendouree Cres
WESTLAKE QLD 4074

Dear Mr Tran,

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Wendouree Crescent, Westlake QLD on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, 'What we cover – insured events' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River adjacent to your property has risen and overflowed to inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

4 May 2011

[REDACTED]
[REDACTED] Beatty Road
Rocklea QLD 4106

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Beatty Rd Rocklea QLD 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Stable Swamp Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of Stable Swamp Creek, which is located approximately 300m from your property, adjoining the Oxley Creek which itself flows from the Brisbane River, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

24 March 2011

[REDACTED]
[REDACTED] Nero Close
JINDALEE 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Nero Close, Jindalee, 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, the property damage was caused by floodwater inundation from the overflow of an unnamed tributary adjoining the Brisbane River (located approximately 1.25km northeast of your property), on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

████████████████████
██████████ Cormack Street
SHERWOOD 4075

Dear Mr ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Koorringal Drive, Jindalee, 4074 on 12/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River approximately 150m to the north of your property and the unnamed creek which runs behind your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 150m to the north of your property and the unnamed creek which runs behind your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

4 May 2011

██████████
██████ Heaton Street
Rocklea QLD 4106

Dear Ms ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ████████ Heaton St Rocklea QLD 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Stable Swamp Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of Stable Swamp Creek, which is located less than 100m from your property, which runs into Oxley Creek itself adjoining the Brisbane River, on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 May 2011

██████████
██████ Laurel Court
MOORES POCKET 4305

Dear Mr ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ████████ Laurel Court, Moores Pocket, 4305 on 10 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, the property damage was caused by floodwater inundation from overflowing of the Bremer River which surrounds the insured's property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

01 April 2011

[REDACTED]
[REDACTED] Stanfell Street
Corinda QLD 4075

Dear Mr [REDACTED] & M [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Stanfell Street Corinda QLD 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building and Contents Insurance Policy:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located approximately 100m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

3 May 2011

[REDACTED]
[REDACTED] Camelot Street
Tennyson QLD 4105

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Camelot Street Tennyson QLD 4105 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, overland floodwaters from the Oxley Creek approximately 400m to the west of your property have mixed with water escaping from drains and resulted in the inundation of your house on 12 January 2011. Under Australian insurance law an insurer is not obliged to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

19 April 2011

[REDACTED]
[REDACTED] Scenic Road
KENMORE 4069

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Scenic Road, Kenmore, 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, we are satisfied that the water that inundated your property to cause damage was water that escaped or overflowed from the Brisbane river approximately 400m to the south of your property and/or water that could not enter the Brisbane River because it was already full or overflowing. Your policy does not cover loss or damage caused by flood of this type. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Siemon Street
One Mile QLD 4305

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Siemon St, One Mile 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River which is located a short distance to the east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

27 April 2011

[REDACTED]
[REDACTED] Owen Stanley Place
Darra Qld 4076

Dear Mrs & [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Owen Stanley Place Darra Qld 4076 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek , which travelled overland and inundated the property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, Oxley Creek approximately 200m north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
PO Box [REDACTED]
GRACEVILLE EAST QLD 4075

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit 70 [REDACTED] Long Street East Graceville 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from both the Brisbane River and Oxley River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the Brisbane River approximately 500 m north east and Oxley Creek approximately 300 m east of your property have risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

08 April 2011

[REDACTED]
[REDACTED] Clara Street
Corinda QLD 4075

Dear Mrs & Mr May

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Clara Street Corinda QLD 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek, causing floodwaters to travel overland and inundate your property via the Benarrawa Reserve that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, Oxley Creek approximately 400m to the south east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property via the Benarrawa Reserve on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Goodwin Street
KANGAROO POINT QLD 4169

Dear Mrs and [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Goodwin St, Kangaroo Point QLD 4169 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

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"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located to the rear of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18May 2011

[REDACTED]
[REDACTED] Duncan Street
Riverview 4303

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Duncan Street Riverview 4303 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Six Mile Creek at the time on or around 11 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, overland floodwaters from Six Mile Creek back flowed into the unnamed watercourse running along the northern boundary of your property which in turn overflowed and inundated your home, on or around 11 January 2011.

The high floodwaters within Six Mile Creek were the result of high floodwaters travelling down the Brisbane River causing very high levels of back flow flooding in the River's tributaries, including Six Mile Creek.

We acknowledge that an insignificant amount of floodwater may have escaped nearby street drains around your property however we are satisfied that any drain escape water would have promptly mixed with overland floodwater from the watercourse prior to inundating your home.

Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

We sincerely apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
House [REDACTED]
[REDACTED] Moores Pocket Road
Tivoli QLD 4305

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at house [REDACTED] Moores Pocket Road Tivoli 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located approximately 100 metres north of your property, on or about 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Junction Road
Karalee QLD 4306

Dear Miss [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Logan St, North Booval 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bundamba Creek and the watercourse running through MJ Kinnane Park affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Bundamba Creek and the watercourse running through MJ Kinnane Park, which are both located a short distance from the rear of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED]
CARINDALE 4152

Dear Ms & Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Gordon Street, Hawthorne, 4171 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River adjacent to your property rose and overflowed to inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

25 May 2011

[REDACTED]
[REDACTED] Lancelot Street
Tennyson QLD 4105

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lancelot Street Tennyson QLD 4105 on 30 December 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek approximately 300m west of your property rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

9 May 2011

[REDACTED]
[REDACTED] Moores Pocket Road
Moores Pockets QLD 4305

Dear Mr [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Moores Pocket Rd Moores Pocket QLD 4305 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building occurring during the period of cover and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

"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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River located approximately 300 metres to the north, east and south of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Brisbane Rd
RIVERVIEW QLD 4303

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Brisbane Rd Riverview 4303 on 30 December 2010.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River located approximately 250 metres to the north of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 April 2011

████████████████████
████████████████████
████████████████████ Strong Avenue
Graceville QLD 4075

Dear Mr ████████████████████

Your AAMI building and contents insurance claim ████████████████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Strong Av, Graceville 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River and the Oxley Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

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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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River and Oxley Creek, both of which are located within a short distance of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 March 2011

[REDACTED]
[REDACTED] Lincoln Street
OXLEY QLD 4075

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lincoln St Oxley 4075 on or around 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Oxley Creek approximately 750m to the east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

10 May 2011

[REDACTED]
[REDACTED] Selwyn Street
North Booval QLD 4304

Dear Mr & M [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Selwyn Street North Booval QLD 4304 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bundamba Creek approximately 200m north of your property received floodwaters from the Bremer River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, it appears that Bundamba Creek approximately 200m north of your property received floodwaters from the Bremer River causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Lower James Street
GOODNA QLD 4300

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lower James Street, Goodna, Qld 4300 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River approximately 200m north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

24 March 2011

[REDACTED]
[REDACTED] Tekapo Street
WESTLAKE 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tekapo Street, Westlake, 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Mt Ommaney Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, overland floodwaters from Mt Ommaney Creek approximately 400 metres to the west of your property inundated your house on or around 12 January 2011.

We are satisfied that the proximate cause of the damage to your property was from flood waters entering from the rear of your property. We note that your property slopes downwards from the street to the rear of the property where McLeod Country Golf Club is located. We are satisfied that the water levels in the Brisbane River caused Mt Ommaney Creek to overflow and flood the McLeod Country Golf Club, rising to a point to a where it inundated your property.

Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 May 2011

[REDACTED]
[REDACTED] Twilight Street
Kenmore QLD 4069

Dear Mrs & M [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Twilight Street Kenmore QLD 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River, which travelled overland towards and inundate your property from the direction of the parklands. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood.

Specifically, the Brisbane River approximately 450m south of your property rose and overflowed to inundate the low lying parklands adjacent to your property. The Brisbane

River continued to rise which caused floodwaters to travel overland towards and inundate your property from the direction of the parklands.

We accept that a minor contribution to the overall flooding of your property may have come from water escaping nearby drains in the parklands at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

27 April 2011

Mr [REDACTED]
[REDACTED] Mankinna Street
Jindalee QLD 4074

Dear Mr & Ms [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Mankinna St, Jindalee 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 100 metres north of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

08 April 2011

[REDACTED]
[REDACTED] Torwood Street
Auchenflower QLD 4066

Dear Mrs [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Torwood Street Auchenflower QLD 4066 on 10 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected the property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwaters from the Brisbane River have flowed down the stormwater channel approximately 250m to the south east of your property, causing it to rise and overflow and overland floodwaters to subsequently inundate your property. As your policy

does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

06 April 2011

[REDACTED]
George Street
TIVOLI 4305

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] George Street, Tivoli, 4305 on 12/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the overflow of Sandy Creek, which is located approximately 200 metres to the east of your property on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Sandy Creek, which is located approximately 200 metres to the east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18 May 2011

[REDACTED]
Progress Street
QUINALOW QLD 4403

Dear Ms [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at Progress Street, Quinalow on 9 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.

Geography:

We understand that your property is located in Quinalow adjacent to Progress Road and that Myall Creek is located to the north and east of your property.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM) which provides an indication of the rainfall totals in your area at the time your property was inundated.

Hydrologist Report:

As you know, we appointed WRM Water & Environment to provide us with a hydrologist report to specifically address the cause of water inundation to your property and we thank you for allowing them to visit your property and speak with you. The report indicates the drainage features in your area and the behaviour of rainfall and Myall Creek water levels around the time your property was inundated. It concludes that your property was not inundated by stormwater runoff but by overflows from Myall Creek. A copy of their report is enclosed.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood.

Specifically, Myall Creek to the north of your property rose and overflowed initially into the northern end of the township of Quinalow. The overland floodwaters then flowed in a southerly direction along Progress Street to inundate your property on or around the evening of 9 January 2011.

Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from stormwater runoff near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim

for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We apologise for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] William Terrace
OXLEY QLD 4075

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] William Terrace Oxley 4075 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, Oxley Creek approximately 750m to the east of your property has risen and overflowed after receiving floodwaters from the Brisbane River, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy

does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

27 April 2011

Miss [REDACTED]
[REDACTED] Selwyn Street
North Booval QLD 4304

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Selwyn St, North Booval 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bundamba Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bundamba Creek, which is located approximately 300 metres north of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 April 2011

████████████████████
████ Michelangelo Street
LONE PINE QLD 4069

Dear Mr ████████ and Ms ████████

Your AAMI contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your contents at █████ Michelangelo St Lone Pine QLD 4069 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River which runs around your property approximately 250m to the west, 600m to the east and 400m to the south, has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

17 May 2011

[REDACTED]
[REDACTED] Raven Court
Karalee QLD 4306

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Raven Court, Karalee on or around 10 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage on 2 February 2011 and we thank you for your cooperation in this regard.

We also thank you for allowing a second assessment to be conducted on 4 May 2011.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (page 7) under the heading, **"What we cover – the building"** explains that the definition of building excludes:

"the loose surfaces or 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."

Your Policy further explains (page 8 and 12) under the heading, **"What we cover – insured events"** that you are covered for damage or loss to your home building 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 (page 14) under the heading, **"What we do not cover – general exclusions"**, further states that you are not covered for damage or loss caused by:

"wear and tear, rust, deterioration or corrosion,

erosion or washing away of soil, earth or gravel,

soil movement or settlement,
subsidence”

Our decision on your insurance claim:

Retaining wall

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that the damage to your retaining wall was caused by soil movement and subsidence as a result of stormwater runoff. As your Policy covers loss or damage due to stormwater runoff, we are pleased to inform you that this portion of your claim is accepted.

Outside deck

Based on the evidence available, we are satisfied that this damage was not caused by stormwater runoff, but rather, deterioration over time. Unfortunately your Policy does not respond to claims for damage resulting from wear and tear and/or deterioration. On this basis, we further regret to inform you that we cannot accept this portion of your claim.

Grass and topsoil

As your Policy does not include soil itself nor *hedges, lawns, trees, shrubs, plants, flowers, garden beds or any other living material* within its definition of building, and further does not cover damage arising from *erosion or washing away of soil, earth or gravel*, we again regret to advise that we are unable to respond to this aspect of your claim.

Frozen food spoilage

We confirm that this component of your claim has been withdrawn.

We also apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

24 June 2011

[REDACTED]
[REDACTED] Lather Road
Bellbowrie QLD 4070

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lather Road Bellbowrie QLD 4070 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping from Pullen Pullen Creek, which received floodwaters from the Brisbane River, causing it to rise and overflow and subsequently travel overland and inundate your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Pullen Pullen Creek received floodwaters from the Brisbane River, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] East Street
DEPOT HILL QLD 4700

Dear Mr [REDACTED]

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [REDACTED] East Street Depot Hill 4700 on the 10 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 also obtained a Hydrologist Area Report WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home and contents. Their report shows that the inundation was caused by flood water escaping and overflowing from the Fitzroy River from 27 December 2010 to mid January 2011. We enclose a copy of the report for your information.

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, 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."

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 9 and 13) and for your Home Contents Insurance Policy (on pages 17, 19 and 21) under the headings, "**You are not covered for**", provides that you are not covered for:

"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 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. **"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:

flood"

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home building and home contents was caused by flood. As your policies do not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 Appeals Service 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 mailto:.

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 the decision of

our Consumer Appeals Service. 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 Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
PO BOX [REDACTED]
Milton 4064

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Waterline Crescent Bulimba 4171 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or about 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River located 20 meters west of your property, on or about 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We are pleased to inform you that your policy will cover your claim for spoilage of frozen food. We will be in contact with you shortly to discuss the particulars of this claim in further detail.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Nalya Crescent
KARANA DOWNS 4306

Dear Mr [REDACTED] & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Nalya Crescent Karana Downs 4306 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 100 metres north east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 May 2011

[REDACTED]
PO [REDACTED]
Mackay Caneland QLD 4740

Dear Mr & M [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Eversley Tce Yeronga 4104 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane affected the property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located approximately 1km from the property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Tarcoola Street
IPSWICH QLD 4305

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tarcoola St, Ipswich, QLD 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Bremer River which is located a short distance to the east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Moores Pocket Road
TIVOLI QLD 4305

Dear Mrs & Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Moores Pocket Road Tivoli 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Bremer River, which borders the south end of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
[REDACTED] Fortrose Street
Kenmore QLD 4069

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Fortrose St, Kenmore 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Moggill affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of Moggill Creek, which is located approximately 50m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

19 April 2011

[REDACTED]
[REDACTED] Brisbane Valley Hwy
WANORA QLD 4306

Dear Mr [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Brisbane Valley Hwy, Wanora on 12 January 2011.

In particular you have claimed for damage to your driveway, embankment, and submersed water pump.

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

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

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

flood,
erosion or washing away of soil, earth or gravel,
the washing 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"

Your Policy also states in the section, "**What we cover – the building**" on page 7:

"The building excludes:

the loose surfaces of tennis courts, driveways and paths"

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, it is our view that the damage to your building was caused by the heightened level of the dam on your property. Specifically, the dam on your property has risen and overflowed causing damage to your driveway, embankment and submersed water pump on or around 12 January 2011. Your policy does not cover loss or damage caused by flood.

It is also our view that any damage to your driveway or embankment as a result of stormwater runoff is not covered under your Policy due to the general exclusions on page 14 of your Policy, specifically those noted above.

We also refer you to page 7 of your Policy and confirm that your building does not include any loose surfaces of driveways and therefore your Policy cannot respond to a claim for loss or damage to a driveway of this type.

We regret to inform you that your claim is not covered on this occasion since the damage you have claimed for to your building is not covered under your Policy.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

07 April 2011

[REDACTED]
[REDACTED] Perth Street
Karalee QLD 4306

Dear Miss [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
Gladstone Street Oxley QLD 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek that affected the property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the property damage was caused by floodwater inundation from the overflow of Oxley Creek, which is located within a close proximity of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Gareel Street
Jindalee QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Gareel St, Jindalee 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek and/or Pennywort Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Oxley Creek and/or Pennywort Creek, which are located within close proximity of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED] Egmont St
Sherwood QLD 4075

Dear Ms [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit [REDACTED] Egmont St Sherwood QLD 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located approximately 200m north east of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
[REDACTED] Oxley Road
Oxley QLD 4075

Dear Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Oxley Road Oxley QLD 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek and an unnamed tributary of Oxley Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, Oxley Creek and an unnamed tributary of Oxley Creek (approximately 600m and 350m to the east of your property respectively) received floodwaters from the Brisbane River causing it to rise and overflow and floodwaters to subsequently travel overland and inundate the insured property on or around 12 January 2011. As your policy

does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED] Long Street E
GRACEVILLE QLD 4075

Dear [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Long Street E, Graceville 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Oxley Creek, which is located approximately 200 m east of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

01 April 2011

[REDACTED]
[REDACTED] Astolat Street
Yeronga QLD 4104

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Astolat Street Yeronga QLD 4104 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located less than 100m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

23 May 2011

[REDACTED]
[REDACTED] Bernborough Avenue
OORALEA QLD 4740

Dear Mr [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Rodboro St Berserker 4701 on 28 December 2010.

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 Hydrology Area Report from hydrologists WRM Water and Environment. This firm has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Fitzroy River at the time your property was affected. We enclose a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

20 May 2011

[REDACTED]
[REDACTED] Keith Street
BUNDAMBA QLD 4304

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Keith Street, Bundamba on 11 January 2011.

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

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Their report indicates that the inundation was caused by the backflow effects of Brisbane River flood water into the Bremer River and Bundamba Creek, at the time (11 January 2011) your property was affected. We specifically refer you to section 8.4.4 titled Bundamba Creek on page 48 and 49 of the Volume 3 report which provides a description of the causes of flooding in your area and a graph (Figure 8.8) which indicates the height and corresponding time of water levels in the vicinity of your property.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater. We specifically refer you to the 2010-2011 Flood and Cyclone Imagery which depicts that the floodwaters which inundated your property have come from the overflowing Bremer/Brisbane River.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood.

Specifically, the Bremer River has received floodwaters from the Brisbane River which have caused it to rise and overflow. Floodwaters from the Brisbane and Bremer Rivers subsequently travelled overland to inundate your property on 11 January 2011.

We note that you have additionally claimed for damage that you have advised us was the result of stormwater ingress through your roof before the arrival of overland floodwaters. Unfortunately, as the overland floodwaters inundated your property to a height above your ceiling, causing substantial damage to your building (including the collapse of the ceiling), AAMI is not in a position to assess or verify the occurrence or extent of any damage that may have happened as a result of any water ingress through the roof.

We confirm that under Australian insurance law, the onus rests on the policy holder to establish that an event insured under their policy has caused damage to property insured by the policy. Whilst we have carefully considered the circumstances you have described to us, we are not able to satisfy ourselves on this occasion that internal damage first occurred as a result of rainfall.

Given the above, as your Policy does not cover loss or damage caused by flood, we regret to inform you that your claim, in its entirety, has not been accepted by AAMI.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Victoria Street
Fairfield 4103

Dear Miss [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit 2 [REDACTED] Victoria Street Fairfield 4103 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River approximately 400m to the North West of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Rocklea Street
Archerfield QLD 4108

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Rocklea St Archerfield QLD 4108 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, Stable Swamp Creek which leads into Oxley Creek which connects to the Brisbane River has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

01 April 2011

[REDACTED]
[REDACTED] Strickland Terrace
GRACEVILLE 4075

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Strickland Terrace, Graceville, 4075 on 10 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek, which is located approximately 60 metres to the southeast of your property, on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Oxley Creek, which is located approximately 60 metres to the southeast of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Victoria Street
Fairfield QLD 4103

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Victoria Street Fairfield QLD 4103 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 200m to the north west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Elaine Street
North Booval QLD 4304

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Elaine St, North Booval 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bundamba Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Bundamba Creek which is located a short distance to the east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

31 March 2011

[REDACTED]
[REDACTED] Inskip Street
Rocklea QLD 4106

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Inskip Street Rocklea QLD 4106 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the overflow of Rocky Water Holes and Oxley Creek adjoining the Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of Rocky Water Holes and Oxley Creek adjoining the Brisbane River, which are located nearby your property, on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

05 April 2011

[REDACTED]
Fortrose Street
KENMORE QLD 4069

Dear [REDACTED],

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Fortrose Street, Kenmore QLD 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Moggill Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of Moggill Creek, which is located behind your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

George Street
Tivoli 4305

Dear M

Your AAMI building and contents insurance claim

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at George Street Tivoli on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Sandy Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Sandy Creek which is located a short distance from the rear of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto::

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Gareel Street
Jindalee QLD 4074

Dear Mr & Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Gareel St, Jindalee 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek and/or Pennywort Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Oxley Creek and/or Pennywort Creek, which are located within close proximity of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED]
[REDACTED]
Marburg QLD 4346

Dear Mr and M [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your property located at [REDACTED] Edmond Street, Marburg, QLD on or around 11 January 2011.

In particular you have claimed for damage sustained to your driveway, retaining wall and stone fence.

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

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 6 and 7) under the heading, '**What we cover – the building**' explains that you are not covered for any loss or damage to:

"the loose surfaces of tennis courts, driveways and paths."

Your Policy further states (on page 14) under the heading, '**What we do not cover – general exclusions**' that you are not covered for loss or damage caused by:

"erosion or washing away of soil, earth or gravel,

Our decision on your insurance claim:

Driveway

Unfortunately the information and reports we have obtained do not satisfy us that stormwater runoff washed away the surface of your driveway. Even if this was the case, your Policy does not cover damage to loose surfaces of driveways. Accordingly, we regret to inform you that this aspect of your claim is not covered on this occasion.

Retaining wall and stone fence

After careful consideration of the information and reports we have obtained, it is our view that the damage to your retaining wall and stone fence was caused by stormwater washing away the earth beneath the retaining wall which in turn moved and caused cracking to the stone fence. As your policy does not cover damage caused by erosion, we regret to inform you that this aspect of your claim is also not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Sumners Road
Riverhills 4074

Dear Mrs J [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Sumners Road Riverhills 4074 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 400m to the north of your property has risen and overflowed, causing floodwaters to travel overland via a reserve to inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

16 May 2011

[REDACTED]
PO B [REDACTED]
NORMAN PARK 4170

Dear Mr [REDACTED] Miss [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Norman Avenue, Norman Park, 4170 on 13 January.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Norman Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Norman Creek approximately 200m south west of your property has received floodwaters from the Brisbane River causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on the evening of 12 January 2011 and/or the morning of 13 January 2011.

Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Walcott Street
ST LUCIA QLD 4067

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Hopetown Street Tivoli 4305 on 14 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Tivoli Creek (consequent overflow of the Bremer River) on or around 14 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Tivoli Creek (consequent overflow of the Bremer River), which is located approximately 4 metres to the left hand side of your property on or around 14 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

28 June 2011

[REDACTED]
[REDACTED] Westlake Drive
Westlake QLD 4074

Dear Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Westlake Drive, Westlake QLD 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or about 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, 'What we cover – insured events' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which borders the north side of your property, on or about 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto::

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Goburra Street
Rocklea Qld 4106

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Goburra St Rocklea 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River to the North and a significant tributary to the West of your property have risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

08 April 2011

[REDACTED]
Rani Close
Mount Ommaney QLD 4074

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Rani Close Mount Ommaney QLD 4074 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River flowed down Mount Ommaney Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, floodwaters from the Brisbane River flowed down Mount Ommaney Creek which subsequently rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

21 April 2011

[REDACTED]
[REDACTED] Sumner Road
Riverhills QLD 4074

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Sumner Road Riverhills QLD 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, overland floodwaters from the Brisbane River located approximately 400m to the north of your property to inundate your house on or around 12 January 2011.

Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or

damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Ashville Street
EAST BRISBANE 4169

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Ashville Street, East Brisbane, 4169 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Norman Creek on or around 13 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

Ms [REDACTED]

[REDACTED] Harte Street

Chelmer QLD 4068

To Whom May Concern,

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Harte Street, Chelmer QLD 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

'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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 200 m north east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
PO Box [REDACTED]
TOOWONG QLD 4066

To Whom May Concern,

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Harte Street, Chelmer QLD 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

'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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 200 m north east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED]
Booval 4304

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lyndon Way Karalee 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Bremer River which is located a short distance from the rear of your property, on or around 11 January 2011.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 May 2011

[REDACTED]
[REDACTED] McDougall Street
MILTON QLD 4064

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Macquarie Street St Lucia 4067 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River immediately to the north of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18 May 2011

[REDACTED]
[REDACTED] Witt Street
North Rockhampton QLD 4701

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Witt St, North Rockhampton 4701 on 6 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 Hydrology Area Report from hydrologists WRM Water and Environment. This firm has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Frenchmans Creek has affected your property. We enclose a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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 Government mapping, it is evident that the damage to your laundry building was caused by soil movement and subsidence as a result of flood. Specifically, overland floodwaters from Frenchmans Creek, which is located approximately 400 metres to the east of your property, have inundated your property on or around 6 January 2011. We are satisfied that floodwater pooling on your property caused soil saturation and movement, which in turn caused the laundry wall to shift and break away from the remainder of the structure. As your policy does not cover loss or damage caused by flood nor does it cover damage arising from soil movement or settlement and subsidence (page 14 of your policy), we regret to inform you that your claim has not been accepted.

We do note that a section of stormwater drain pipe is exposed at the ground level to the rear of your laundry structure. Even if AAMI was to accept that stormwater runoff overflowing from this exposed pipe caused or contributed to the damage, we would not accept your claim on the basis that your policy does not cover (on page 13):

"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."

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

28 April 2011

[REDACTED]
[REDACTED]
ARCHERFIELD 4108

Dear Mrs and Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Gladston St, Archerfield, QLD 4108 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Stable Swamp Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, Stable Swamp Creek to the north of your property received significant volumes of floodwaters from Oxley Creek and the Brisbane River, causing it to rise and overflow. Floodwaters have subsequently travelled overland and inundated your property.

We have reviewed the information you have provided in relation to the watercourse to the east of your property. We do not accept that this watercourse is a drain. Rather, given its size, function and water-carrying capacity we regard it to be properly characterised as a stormwater channel, designed to carry significant volumes of water through the lower suburban catchment area it passes through. We confirm that even if this watercourse was to be characterised as a drain (which we do not accept), then any water escaping from it, or from nearby street drains around your property, would have been a minor contributor to the significant overland water flow across the Archerfield area during the main flood event.

Under Australian insurance law an insurer is not obliged to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water that would in isolation be covered (in this case, if your property was inundated only by water escaping from a drain).

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

08 April 2011

[REDACTED]
[REDACTED] Riversleigh Road
Bellbowrie QLD 4070

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Riversleigh Road Bellbowrie QLD 4070 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Pullen Pullen Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Pullen Pullen Creek which runs through your property and is approximately 150m from your home has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED]
[REDACTED] Gordon Street
Milton QLD 4064

Dear Ms [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at [REDACTED] Gordon Street Milton QLD 4064 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected the property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwaters from the Brisbane River have flowed down the stormwater channel approximately 200m to the south of your property, causing it to rise and overflow. The overflowing floodwaters have inundated Dorsey and Douglas Streets, continuing down Douglas Street to inundate your property from the rear on 12 January 2011.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

17 May 2011

[REDACTED]
[REDACTED] Umina Street
Jindalee QLD 4074

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Umina St Jindalee 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River travelled through the Jindalee Swimming Pool into the low lying IGA car park located at the intersection of Looranah Street and Umina Street before finally entering Umina street and rising to reach your property at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, overland floodwaters from the Brisbane River travelled through the Jindalee Swimming Pool into the low lying IGA car park located at the intersection of Looranah Street and Umina Street before finally entering Umina street and rising to reach your property, on or around 12 January 2011. We refer you to the flood imagery of your street on the Queensland Reconstruction Authority's website.

We acknowledge that an insignificant amount of floodwater may have escaped nearby drains around your property however we are satisfied that any drain escape water would have promptly mixed with overland floodwater rising over Umina Street.

Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

16 May 2011

[REDACTED]
[REDACTED] Ferry Road
WEST END QLD 4101

Dear [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit 5, [REDACTED] Ferry Road West End 4101 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood.

We accept that overland floodwaters from the Brisbane River approximately 300m north west of your property mixed with water escaping nearby drains before inundating your property on or around 12 January 2011. Specifically, we understand that your unit was only inundated and flooded at the very peak of the flood event. Given the information available to us, we necessarily accept that this peak inundation only occurred after floodwaters crossed over dry land from the Brisbane River at or very close to the flood peak height.

We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from drains.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

31 May 2011

[REDACTED]
[REDACTED] Vivian Street
Tennyson 4105

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Vivian Street Tennyson 4105 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek adjacent to your property rose and overflowed to inundate your property on or around 12 January 2011.

We accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. Our assessment of your home and site has confirmed that the land both in front and behind your home is lower than the internal living area of your home. Accordingly, we do not accept that any drain water pooling in your street first inundated your home before the arrival of overland floodwaters from Oxley Creek.

We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

14 April 2011

Boundary Street
MOORES POCKET QLD 4305

Dear Mrs & Mr

Your AAMI building and contents insurance claim:

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at Boundary St, Moores Pocket, QLD 4305 on 14 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River located approximately 20 metres to the east of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

██████████
██████████ Markham Street
DARRA QLD 4076

Dear Mr ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Markham Street Darra 4076 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River via Wolston Cree at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Bullock Head Creek approximately 100m to the north west of your property has received floodwaters from the Brisbane River via Wolston Creek, subsequently causing it to overflow and send floodwaters overland towards your property which was then inundated on or around 12 January 2011. As your policy does not cover

loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Tarcoola Street
East Ipswich QLD 4305

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tarcoola Street East Ipswich QLD 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located within close proximity of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Kangaloon Street
JINDALEE QLD 4074

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kangaloon Street Jindalee 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 250m to the north of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

31 March 2011

[REDACTED]
[REDACTED] Garnet Street
CLAYFIELD QLD 4011

Dear Mrs and Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Rosecliff Street, Highgate Hill, QLD 4101 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, your pontoon has come loose and floated away due to the rising Brisbane River in which it was situated. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

31 March 2011

[REDACTED]
[REDACTED] Rosecliff Street
HIGHGATE HILL QLD 4101

Dear Mrs and Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Rosecliff Street, Highgate Hill, QLD 4101 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, your pontoon has come loose and floated away due to the rising Brisbane River in which it was situated. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Tarcoola Street
East Ipswich QLD 4305

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tarcoola St, East Ipswich 4305 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Bremer River approximately 250m to the north of your property has risen and overflowed, causing floodwaters to inundate your property both by travelling overland and via the stormwater channel to the rear of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

04 May 2011

[REDACTED]
[REDACTED] Duncan Street
Riverview QLD 4303

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Duncan Street Riverview QLD 4303 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Six Mile Creek, a tributary of the Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Six Mile Creek, a tributary of the Brisbane River which is located a short distance to the east of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

1 April 2011

[REDACTED]
[REDACTED] Boundary Road
WACOL QLD 4076

Dear Miss [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Ormonde Road Yeronga 4104 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 100m to the north of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

6 April 2011

[REDACTED]
[REDACTED] Boundary Road
INDOORROOPILLY QLD 4068

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Boundary Road Indooroopilly 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 11 January. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of Brisbane River, which is located approximately 500m from your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Eversley Terrace
Yeronga 4104

Dear Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit [REDACTED]
[REDACTED] Eversley Terrace Yeronga 4104 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 1km to the north of your property has risen and overflowed, causing floodwaters to travel over the parklands to the north, over Hyde Road and then into Eversley Terrace to inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
Kenny Street Fig Tree
Pocket QLD 4069

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kenny Street Fig Tree Pocket QLD 4069 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 200m to the east and 600m to the west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Elmes Road
Rocklea QLD 4106

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Elmes Rd Rocklea 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Stable Swamp Creek and/or Rocky Water Holes Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Stable Swamp Creek and/or Rocky Water Holes Creek, approximately 250m to the west and 350m to the north east respectively of your property, received floodwaters from the Brisbane River via Oxley Creek causing it/them to rise and floodwaters to subsequently travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

4 April 2011

[REDACTED]
[REDACTED] Fairfield Road
Fairfield 4103

Dear Miss Carole [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Fairfield Road Fairfield 4103 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 400m to the north west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

27 June 2011

Family Law

East Perth WA 6892

Dear Ms

Re: your ref.

AAMI building and contents insurance claim:

Thank you for your most recent letters dated 1 and 2 June in relation to your clients' claim.

This claim has been made for water damage to both building and contents located at Gascoyne Drive, Karalee in January 2011.

As you are aware, we appointed two property assessors to attend your clients' property and inspect the damage. More recently we appointed a hydrologist engineer from WRM Water & Management to inspect your clients' property and to provide an opinion as to the cause of their home's internal inundation. We thank you for allowing this to happen.

Hydrology Reports:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your clients' home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River at the time (11-13 January 2011) your clients' property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

The WRM hydrology investigation specific to your clients' home confirms that its internal inundation was caused overflowing from the Bremer River and travelling overland. Please find enclosed a complete copy of this report for your clients' records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

mapping, made available by the Queensland Government, indicates that your clients' home was inundated by overland floodwater from the Bremer River.

Your clients' AAMI Building and Contents Insurance Policy:

Your clients' AAMI Building Insurance Policy Product Disclosure Statement (on pages 8, 12 and 13) and your clients' AAMI Contents Insurance Policy Product Disclosure Statement (on pages 16, 18, 19 and 21) (together referred to in this letter as your clients' Policy) under the heading, **'What we cover – insured events'** explains that you clients are covered for damage or loss to their 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 clients' 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 they are not covered for:

"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 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 clients' 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 clients' insurance claim:

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that the damage to your clients' building and contents was caused by flood. Specifically, the Bremer River which is located some 1,000m from your clients' property has risen and overflowed causing floodwaters to travel overland and inundate their property. *(the lesser distance in the hydrological engineer's report is noted)*

I confirm that AAMI has carefully considered the answers your clients have provided in your letter of 1 June 2011, against the known rainfall and Bremer River height during the January flood event. On the information available we are not satisfied that your clients' home was internally inundated by water on Sunday 9 January 2011. The rainfall in the Karalee area was not in our view of sufficient intensity to create a body of water, moving north to south, immediately to the east of our clients' home, to a height sufficient to cause its internal inundation. We refer you to the QLD Reconstruction Authority's interactive mapping, which clearly depicts a continuous body of Bremer River flood water filling this adjacent eastern area.

As such, AAMI accepts that the Bremer River rose significantly on Tuesday 11 January to Thursday 13 January 2011, inclusive, and it was during this river flooding event that your clients' home was inundated. As your clients' policy does not cover loss or damage caused by overland flood, I regret to inform you that AAMI is not prepared to accept your clients' claim.

Please accept AAMI's apology for the delay in providing this decision.

Your clients' right to have this decision reviewed:

If your clients are not satisfied with our decision, they are entitled to have it reviewed at no cost to them 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 them within 5 working days of receiving their 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 clients' participation in this review process does not affect or compromise their entitlement to seek remedies elsewhere or to issue legal proceedings. Should they wish to exercise this right, they can 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 (9am–5pm AEST Monday to Friday) or e-mail to consumerappeals@aami.com.aumailto:

If they are not satisfied with the response from our Consumer Appeals Service they 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 Unwin
Technical Event Claims Manager - Queensland

04 April 2011

[REDACTED]
[REDACTED] Long St E
GRACEVILLE QLD 4075

Dear Mrs and Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Long St E, Graceville, QLD 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 300m south east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

04 April 2011

[REDACTED]
[REDACTED] Morely Street
Chelmer QLD 4068

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Morely Street, Chelmer, QLD 4068 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River adjacent to your property has risen and overflowed, causing floodwaters to inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

8 April 2011

[REDACTED]
[REDACTED] Derby Street
HIGHGATE HILL QLD 4101

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Derby Street, Highgate Hill QLD 4101 on 12 January 2011.

In particular you have claimed for damage to your pontoon, gangway and external stairs.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time (12 January 2011) your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8 to 13) under the heading, '**What we cover – insured events**' explains the specific insured events that your Policy covers.

Your Policy also states in the section, "**What we do not cover – general exclusions**" on page 14:

"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 Government mapping, it is evident that the damage to your building is not as a result of an event that is insured under your Policy. Specifically:

- a) In relation to the damage to your stairs, the Brisbane River adjacent to your property has risen and overflowed, causing floodwaters to travel overland and inundate those parts of your stairs that are ordinarily over dry land. Your Policy does not cover damage caused by flood of this type.
- b) In relation to the damage to your gangway and any damage to your pontoon, it is evident that this damage was caused by the heightened level of the Brisbane River (including the significantly increased velocity of the water at the time). This event, in itself, is unfortunately not covered by any part of your building policy.

Whilst we acknowledge that different parts of the policy have been referred to above, we have carefully reviewed the specific circumstances of your claim and must confirm that there is no coverage under your policy on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

27 April 2011

██████████
██████████ Graceville Avenue
GRACEVILLE QLD 4075

Dear Ms ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Graceville Avenue Graceville 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 150m north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

18 May 2011

[REDACTED]
[REDACTED] Cunningham Street
Oakey QLD 4401

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Cunningham Street, Oakey on 11 January 2011.

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

We also thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. The report indicates that the inundation was caused by initial stormwater runoff followed by floodwater escaping and overflowing from the Oakey Creek at the time (11 January 2011) your property was affected. Please find **enclosed** a copy of this report for your records.

Geography:

We understand that your property is situated approximately 300 m south west of Oakey Creek which runs through the township of Oakey.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest BOM recording station to your property is the Oakey Aero Rainfall Station. The relevant rainfall data is included in the **enclosed** WRM onsite hydrology report. Rainfall data leading up to and including 11 January 2011 indicates that there was heavy rainfall in the vicinity of your property.

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 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 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, viewing publically available aerial mapping and reviewing the documents you have provided, it is our view that the damage to your property was caused by initial stormwater runoff followed by a higher level of overland flood.

We are satisfied that the damage to your property located up to and including 10 cm above floor level in your two sheds and BBQ area was not caused by overland flood. Rather, the damage was caused by stormwater runoff. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

Unfortunately the information and reports we have obtained indicate that the damage to the remainder of your property (the higher portions including your above-ground pool) was caused by flood. Specifically, Oakey Creek which is located approximately 300 m to the north east of your property has risen and overflowed causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

08 April 2011

[REDACTED]
Clydesdale Place
Sumner QLD 4074

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Clydesdale Place Sumner QLD 4074 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Wolston Creek, which received floodwaters from the Brisbane River, causing it to rise that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Wolston Creek approximately 75m to the south west of your property has received floodwaters from the Brisbane River, causing Wolston Creek to rise and overflow and floodwaters to subsequently travel overland and inundate your property on 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Bannerman Street
Oxley QLD 4075

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Bannerman St, Oxley 4075 on the 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

'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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Oxley Creek, which is located approximately 40 m east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

31 March 2011

████████████████████
████ Mt Ommaney Drive
JINDALEE QLD 4074

Dear Mrs and Mr ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at █████ Mt Ommaney Dr, Jindalee, QLD 4074 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 200 metres to the northwest of your property on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 April 2011

Mr [REDACTED]
[REDACTED] Heaton Street
ROCKLEA QLD 4106

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Heaton Street Rocklea 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from a watercourse which adjoins the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of a watercourse which adjoins the Brisbane River, and is located approximately 100m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011



Manyung Street
KENMORE QLD 4069

Dear Mr & Mrs

Your AAMI building and contents insurance claim:

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at Manyung Street Kenmore 4069 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Moggill Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of Moggill Creek, which is located approximately 200m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

04.05. 2011

██████████
██████ Mirren Street
Gailles Qld 4300

Dear Ms ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ████████ Mirren Street Gailles Qld 4300 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Woogaroo Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Woogaroo Creek, which is located approximately 300m from your property, on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Koorringal Drive
JINDALEE 4074

Dear Mr & Mrs [REDACTED],

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Koorringal Drive, Jindalee, 4074 on 11/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River approximately 50m to the north of your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 50m to the north of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

3 March 2011

[REDACTED]
[REDACTED] Ormadale Street
YERONGA QLD 4101

Dear [REDACTED]

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [REDACTED] Ormadale Street Yeronga 4101 on the 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.

Assessment Report:

Cunningham Lindsey attended on 11 February 2011 to assess the damage to your property. Cunningham Lindsey has confirmed that water initially entered the lower level of your property on Tuesday 11 January 2011 from surrounding blocks and streets to a level of approximately 1.5m. We also enclose a copy of this assessment report.

Cunningham Lindsey supplied a Scope of Works required to repair the damage sustained by rainwater inundation and have obtained a quote from BMR Building Solutions. BMR Building Solutions quoted \$53,103.60. We also enclose a copy of this quote.

Hydrology Report:

We have also obtained a individual water damage assessment from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report states that the initial inundation above floor level was caused by stormwater runoff and subsequent inundation to maximum depth was caused by Brisbane River floodwaters. We enclose a copy of this report.

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss

to your home building and your home contents while they are in your home or at the site, 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."

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 9 and 13) and for your Home Contents Insurance Policy (on pages 17, 19 and 21) under the headings, **"You are not covered for"**, provides that you are not covered for:

"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 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. **"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:

flood"

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home building and home contents was caused by both an inundation of rainwater runoff and flood. We have therefore been able to partially accept your claim.

Based on the Scope of Works supplied by Cunningham Lindsey and the quote received from BMR Building Solutions, we have processed a settlement to you for:

Building Repairs - \$52,703.60 (net \$400 policy excess)
Contents Settlement - \$ 6,198.00

As your policies do not cover loss or damage caused by flood, we regret to inform you that that portion of your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 Appeals Service 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 the decision of our Consumer Appeals Service. 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,

 Jens Zimmermann

Technical Event Claims Manager - Queensland

18 April 2011

██████████
George Holt Drive
Mount Crosby 4306

Dear Ms ██████████

Your AAMI building insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building located at ██████████ Durness Street Kenmore 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Moggill Creek at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Moggill Creek which is located within a short distance of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 March 2011

██████████
██████████ Cascade Close
RIVERHILLS QLD 4074

Dear Mrs ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Cascade Close, Riverhills, QLD 4074 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River, which is located less than 1km from your property, on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located less than 1km from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 May 2011

[REDACTED]
[REDACTED] Waratah Avenue
GRACEVILLE QLD 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Waratah Avenue Graceville 4075 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 13 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located a few hundred metres north east of your property on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 March 2011

[REDACTED]
[REDACTED] Kenny Street
FIG TREE POCKET, QLD 4069

Dear [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kenny Street, Fig Tree Pocket, QLD 4069 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located approximately 200m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 May 2011



Chapel Hill Road
Chapel Hill QLD 4069

Dear Mr [REDACTED]

Re your client: Dr Wase - AAMI building and contents insurance claim: [REDACTED]

C We thank you for your letter dated 15 April 2011.

As you are aware, your client lodged a building and contents claim for water damage to her home located at [REDACTED] Kenny Street, Fig Tree Pocket, Brisbane. This claim was effectively denied in our letter of 31 March 2011.

Subsequently, we have obtained a hydrology report from WRM Water and Environment dated 11 May 2011 which has caused us to revisit our initial assessment and decision in your client's claim. Please find **enclosed** a full copy of this report for your records.

AAMI is always prepared to review a claim outcome when further information that is relevant to a claim becomes available.

C We apologise to your client for any inconvenience caused as a consequence of us having to reassess and revise our decision on this claim.

We additionally comment on your correspondence, insofar as it relates to section 35 of the Insurance Contracts Act 1984 (the Act).

Our revised decision on your client's insurance claim:

After careful consideration of the information and reports we have obtained, viewing publically available aerial mapping and reviewing the documents we have been provided, it is our view that the damage to your client's property was caused by initial water escaping stormwater drains within the vicinity of Biambi Yamba Park and surrounding streets, followed by a higher level of overland flood directly from the Brisbane River.

Accordingly, we are satisfied that the damage to your client's property located up to and including 1.6 metres above ground level was not caused by overland Brisbane River floodwater. Rather, the damage was caused by water escaping stormwater drains, which is an event that is covered under your client's policy. On this basis we are pleased to inform you that your client's policy will cover this portion of the claim. We do note however that the cost of removing debris from the swimming pool is specifically excluded under your client's

policy (please refer to page 13 of the Building Product Disclosure Statement (PDS) and page 21 of the Contents PDS).

Unfortunately the information and reports we have obtained indicate that the damage to the remainder of your client's property (the higher portions) was caused by overland flood. Specifically, the Brisbane River which is located a short distance from your client's property has risen and overflowed causing floodwaters to travel overland and inundate the property. As your client's policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your client's claim has not been accepted.

Please note that we will contact you (or should you advise us otherwise, your client directly) shortly to discuss:

1. Whether your client is eligible to claim for the spoilage of their frozen food. This is an additional benefit under your client's policy that is excess free and may apply in this instance.
2. your client's landscaping repairs. Any coverage for repairs will be limited to those structures which fall within the AAMI definition of building (page 6 of the Building PDS). This definition does not extend to "*hedges, lawns, trees, shrubs, plants, flowers, garden beds or any other living material*" which are specifically excluded on page 10.

Our position with respect to section 35 of the Act:

In relation to your submission with respect to section 35 of the Act, we can confirm that at the time your client purchased her policy (by phone) AAMI was not obligated under relevant financial services laws (the Act, the ASIC Act 2001 nor the Corporations Act 2001) to orally inform her of the flood limitation within both its home and contents insurance policies.

However, we can confirm that both PDS booklets were posted to your client within five working days of the sale transaction. This is a standardised process utilised by AAMI and AAMI is able to verify its delivery of these PDS documents, together with the relevant insurance schedule to Australia Post service which is then responsible (at law) to deliver these documents to our customers.

Accordingly, we do not accept that AAMI breached section 35 of the Act in relation to your client's insurance policy. This means that AAMI does rely on the flood exclusion for water damages above the 1.6 metre level communicated by way of this letter.

Your client's right to have this revised outcome reviewed:

Since the decision about your client's claim has been made following a major flooding event, we confirm that your client is entitled to ask us to review our decision if your client believes it was not correct or complete. We ask that you or your client contact our Claims Department within the next six months should your client wish to ask us to review any component of this claim.

If we cannot resolve any disagreement about this claim with your client, your client will also have access to our internal dispute resolution process, the details of which have already been provided by way of our initial letter dated 31 March 2011.

Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

05 May 2011

PO Box [REDACTED]
Ipswich QLD 4305

Dear [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Ferguson Street North Ipswich QLD 4305 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears the damage was caused by floodwater inundation from the overflow of the Bremer River which is located a short distance to the east of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 March 2011

Mr [REDACTED]
[REDACTED] Leybourne Street
CHELMER Qld 4068

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Leybourne Street Chelmer Qld 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane river, which is located approximately 150 metres to the east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

14 April 2011

[REDACTED]
[REDACTED] Oakhill Street
One Mile QLD 4305

Dear Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Oakhill St One Mile QLD 4305 on 10 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building occurring during the period of cover and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

"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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River located approximately 200 metres to the east of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

24 March 2011

[REDACTED]
[REDACTED] Campbell Street
TOOWONG 4066

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit [REDACTED] Campbell Street, Toowong, 4066 on 12/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River approximately 600m to the north east of your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 600m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property via a nearby unnamed creek. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

14 April 2011

[REDACTED]
[REDACTED] White Street
Bundamba 4304

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] White Street Bundamba 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River at the time on or around 11 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer river, which is located approximately 400 metres to the north of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

8 April 2011

[REDACTED]
[REDACTED] Baroona Road
PADDINGTON QLD 4064

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Baroona Road Paddington on 14 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, floodwaters from the Brisbane River have flowed down the stormwater channel approximately 500m to the south of your property, causing it to rise and overflow. The overflowing floodwaters have inundated Milton Park, continuing over Milton Road, Haig Road and into Barooka Road to inundate your property on 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

24 March 2011

[REDACTED]
[REDACTED] Golflinks Road
ROCKLEA 4106

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Golflinks Road, Rocklea, 4106 on 13/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River and Rocky Waterholes Creek, which is located nearby your property, on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of Brisbane River and Rocky Waterholes Creek, which is located nearby your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

16 May 2011

[REDACTED]
[REDACTED] Sugarwood Street
BELLBOWRIE 4070

Dear Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at unit [REDACTED] Sugarwood Street, Bellbowrie, 4070 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by overland flood.

Specifically, the unnamed tributary of the Brisbane River (a small creek) which runs through Booker Place Park east of your property has received floodwaters from the Brisbane River causing it to rise and overflow. The floodwaters have inundated the low lying areas of the parklands and have continued to rise, travelling overland to inundate your property on or around 12 January 2011.

Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim has not been accepted.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] William Parade
FAIRFIELD 4103

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit [REDACTED]
[REDACTED] William Parade, Fairfield, 4103 on 11/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River approximately 300m to the north of your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 300m to the north of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

21 April 2011

[REDACTED]
[REDACTED]
Indooroopilly QLD 4068

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Aaron PI, Indooroopilly 4068 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 200m to the east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. Alternatively, we accept that a minor contribution to the overall flooding of your property may have come from water escaping from nearby drains, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

19 May 2011

[REDACTED]
[REDACTED] Johnstone Street
Sherwood 4075

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Johnstone Street Sherwood 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwaters from Oxley Creek flowed down an unnamed tributary of the creek approximately 200m south of your property which extends west from the creek to Egmont Street. The tributary and creek continued to rise, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 May 2011

[REDACTED]
[REDACTED] Botticelli Street
Fig Tree Pocket QLD 4069

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

We refer to our letter dated 11 April 2011 informing you of our decision to deny this claim in full under your AAMI policy.

Subsequently, we have obtained a hydrology report from WRM Water and Environment dated 11 May 2011 which has required us to revisit our initial assessment and decision in this claim. Please find **enclosed** a copy of this report for your records.

AAMI is always prepared to review a claim outcome when further information that is relevant to a claim becomes available.

We apologise for any inconvenience caused as a consequence of us having to reassess and revise our decision on this claim.

Our revised decision on your insurance claim:

After careful consideration of the information and reports we have obtained, viewing publically available aerial mapping and reviewing the documents you have provided, it is our view that the damage to your property was caused by initial water escaping stormwater drains followed by a higher level of overland flood.

We are satisfied that the damage to your property located up to and including 1.3 metres above the internal floor level of your home building was not caused by overland flood. Rather, the damage was caused by water escaping stormwater drains. On this basis we are pleased to inform you that your policy will cover this portion of your claim. However, your policy (on page 13 for Building and page 21 for contents) does not cover "*the cost of cleaning or clearing debris from any pool or spa*" and therefore will not respond to any claim for costs incurred for the removal of debris from your pool.

Unfortunately the information and reports we have obtained indicate that the damage to the remainder of your property (the higher portions) was caused by flood. Specifically, the Brisbane River which is located approximately 150 m to the east of your property has risen and overflowed causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

We further note that your Client Manager will contact you shortly to discuss whether you are eligible to claim for the spoilage of your frozen food. This is an additional benefit under your policy that is excess free and may apply in this instance.

Your right to have this outcome reviewed:

Since the decision about your claim has been made following a major flooding event, we confirm that you are entitled to ask us to review our decision if you believe it was not correct or complete. We ask that you contact our Claims Department within the next six months should you wish to ask us to review any component of this claim.

If we cannot resolve any disagreement about this claim with you, you'll also have access to our internal dispute resolution process, the details of which were provided to you in our previous letter.

Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Botticelli Street
Fig Tree Pocket 4069

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

C Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Donatello Street Fig Tree Pocket 4069 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

C Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

C We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 150m to the east has risen and overflowed, causing floodwaters to travel overland and inundate the insured property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 April 2011

[REDACTED]
[REDACTED] Prestwick Street
OXLEY QLD 4075

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Prestwick Street Oxley 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek approximately 300m east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

01 APRIL 2011

[REDACTED]
[REDACTED] Bayford Street
OXLEY QLD 4075

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Bayford Street Oxley QLD 4075 on 14 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Oxley Creek which is located approximately 50 m to the east of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

23 May 2011

[REDACTED]
[REDACTED] Tekapo Street
Westlake QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tekapo St Westlake QLD 4074 on 12 January.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Mt Ommaney Creek (consequent overflow of the Brisbane River), which is located approximately 500 metres to the east of your property on or around 12 January 2011.

We accept that the overland flood flow from Mt Ommaney Creek travelled across the golf course behind your property and rose to inundate your home.

In this instance, we specifically refer you to the Government aerial mapping which depicts the flood movement and extent in the vicinity of your property.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

28 April 2011

[REDACTED]
[REDACTED] Heritage Street
Riverhills QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Heritage Street Riverhills QLD 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 200m north of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

1 April 2011

[REDACTED]
[REDACTED] Waratah Av
Graceville QLD 4075

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Waratah Av, Graceville 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River, approximately 400m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property via Faulkner Park on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

14 April 2011

[REDACTED]
[REDACTED] Herbert Street
BUNDAMBA QLD 4304

Dear Mr [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Herbert Street Bundamba 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the overflow of the stormwater channel and Bundamba Creek on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the property damage was caused by floodwater inundation from the overflow of the stormwater channel and Bundamba Creek which are both located within a short distance of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

13 April 2011

████████████████████
████ Siemons Street
One Mile QLD 4305

Dear Mr & Mrs ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at █████ Siemons St, One Mile 4305 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Bremer River which is located a short distance to the east of your property, on or around the 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
[REDACTED] Oxley Road
Oxley QLD 4075

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Oxley Road Oxley 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater

inundation from the overflow of the Oxley Creek, which is located approximately 500 metres east of your property, on or about 12 January 2011. As your policy does not cover loss or

damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
[REDACTED] Harte Street
Chelmer QLD 4068

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Harte St, Chelmer 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located approximately 150 m to the north east of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

4 April 2011

[REDACTED]
[REDACTED] Marshall Road
Rocklea 4106

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Marshall Road Rocklea 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwaters from the Brisbane River have flowed down Oxley Creek and then into Stable Swamp Creek which is approximately 300m to the north east of your property. Stable Swamp Creek subsequently rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 May 2011

[REDACTED]
TBC
TBC

Dear M [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Jacaranda Street, East Ipswich, 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River on or around 10 and 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the damage was caused by floodwater inundation from overflowing of the Bremer River which is located approximately 350m north of your address, on or around 10

and 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We acknowledge that an insignificant amount of floodwater may have escaped nearby drains around your property however we are satisfied that any drain escape water would have promptly mixed with overland floodwater rising over Jacaranda Street and surrounding streets.

Under Australian insurance law an insurer is not obliged to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

████████████████████
████ Crawford Road
Chelmer QLD 4068

Dear Mr & Mrs ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at █████ Crawford Rd, Chelmer 4068 on the 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

'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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River located on the eastern side of your property on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

4 April 2011

[REDACTED]
[REDACTED] Thornburgh Street
Corinda 4075

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Thornburgh Street Corinda 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwaters from the Brisbane River have flowed down Oxley Creek and then into Pennywort Creek.

Both Oxley Creek and Pennywort Creek, approximately 200m south east and approximately 150m to the north east of your property respectively, have subsequently risen and overflowed and a combination of floodwaters from these watercourses has travelled overland to inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
[REDACTED] Torwood Street
AUCHENFLOWER 4066

Dear Ms [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Torwood Street, Auchenflower, 4066 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, overland floodwaters from the large stormwater channel (consequent to the overflow of the Brisbane River) located approximately 100m to the south east of your property to inundate your house on or around 11 January 2011.

Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

27 April 2011

[REDACTED]
[REDACTED] Sleath Street
TOOWONG QLD 4066

Dear Ms [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Torwood Street, Auchenflower, 4066 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, overland floodwaters from the large stormwater channel (consequent to the overflow of the Brisbane River) located approximately 100m to the south east of your property to inundate your house on or around 11 January 2011.

Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or

damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

05 April 2011

[REDACTED]
[REDACTED] Kirri Avenue
Petrie QLD 4502

Dear Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Kirri Avenue Petrie 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.

Geography:

We understand that your property is situated within close proximity to the North Pine River which runs to the south of Petrie.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at Amcor – Petrie Mill. Rainfall data from the days leading up to 11 January 2011 indicates that there was heavy rainfall in your area which caused the North Pine River to break its banks and overflow into nearby properties.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 publically available aerial mapping, it is our view that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the North Pine River on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

06 April 2011

[REDACTED]
[REDACTED] Capitol Drive
Jindalee QLD 4074

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Capitol Drive Jindalee QLD 4074 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 1.2km to the north of your property has risen and overflowed, causing a connecting watercourse that runs south from the Brisbane River through the Jindalee Golf Course to approximately 200m to the north of your property to rise and overflow, which has then caused floodwaters to travel overland and inundate your

property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Crawford Road
Chelmer QLD 4068

Dear Mr [REDACTED] & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Crawford Road Chelmer QLD 4068 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 800m to the east and 800m to the west has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED] Derby Street
HIGHGATE HILL QLD 4101

Dear Mr [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Derby Street, Highgate Hill on 12 January 2011.

In particular you have claimed for damage to your pontoon.

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

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8 to 13) under the heading, '**What we cover – insured events**' explains the specific insured events that your Policy covers.

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that the damage to your pontoon was not caused by an insured event. Specifically, we are not satisfied that an impact by an object covered by your Policy, for example by a watercraft, has caused the damage you have claimed for. Further, the loss of your pontoon from it being washed away is also not covered by your Policy. We regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

31 March 2011

Miss [REDACTED]
[REDACTED] Turley Street
Fairfield QLD 4103

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Turley Street Fairfield QLD 4103 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane river, which is located approximately 150 metres to the north of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED] Westlake Drive
Mount Ommaney 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Westlake Drive Mount Ommaney 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Mount Ommaney Creek at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Mount Ommaney Creek approximately 75m to the south east of your property has received floodwaters from the Brisbane River, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Westlake Drive
Westlake 4074

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Westlake Drive Westlake 4074 on 12th 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time Wednesday 12 January, with the likely flood peak in the early hours of Thursday 13 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 10m to the rear of your property. This flooding was severe on Wednesday 12 January, with the likely flood peak in the early hours of Thursday 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED]
[REDACTED] Park Avenue
Auchenflower QLD 4066

Dear Miss [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Park Av, Auchenflower 4066 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane river, which is located approximately 600 metres to the southeast of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED]
WEST END QLD 4101

Dear [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Grey Road West End 4101 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 13 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, overland floodwaters from the Brisbane River approximately 150m south of your property have mixed with water escaping from drains in your street to inundate your house on or around 13 January 2011. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

3 May 2011

[REDACTED]
PO Box 6543
Fairfield QLD 4103

Dear [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at **UNIT 3** [REDACTED] Fairfield Rd Fairfield QLD 4103 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 500m to the north west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

27 April 2011

Mr [REDACTED]
[REDACTED] Warren Street
St Lucia QLD 4067

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Warren St, St Lucia 4067 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 200 metres north of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 April 2011

[REDACTED]
[REDACTED] Ramada Place
FIG TREE POCKET QLD 4069

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Ramada Place, Fig Tree Pocket on 12 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.

Geography:

We understand that Cubberla Creek (a tributary of the Brisbane River) runs through the parklands adjacent to your property and converges with the Brisbane River approximately 400m north east of your property.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au.

Their report indicates that inundation in the general vicinity of your home was caused by flood water escaping and overflowing from the Brisbane River at the time (12 and 13 January 2011) your property was affected. The report also indicates that no rainfall of note fell in the Brisbane Local Government Area after 9.00 am on 12 January 2011. We comment on your property specifically over the page.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater. This mapping depicts the passage of water behind and to the south of your home.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by overland flood.

Specifically, Cubberla Creek and the Brisbane River rose and overflowed to inundate the low lying areas of Fig Tree Pocket including the parklands immediately behind and to the south of your property. The overland floodwaters continued to rise to inundate your property on 12 January 2011 rising to its peak on the evening of 12 January.

We do acknowledge the presence of drains near your property, however, based on the mapping and photography available to us we are not satisfied that any inundation of your home, substantive or otherwise, occurred as a result of water escaping from any drain/s.

We have additionally considered your allegation that rainwater was a significant contributor to the damage to your house. We confirm that we are not satisfied any stormwater runoff inundation occurred on grounds that the rainfall data available to us and the time of inundation is entirely inconsistent with stormwater runoff inundation. Further, we are satisfied that any stormwater runoff into the parklands was either prevented from entering the watercourses as they were already full or overflowing or mixed with overland floodwaters from the rising watercourses before the main body of overland floodwater arrived to inundate your property. We confirm that water inundation of this nature, if it occurred, is not covered under the flood exclusion of your policy.

We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain and/or stormwater runoff.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim has not been accepted.

Your right to have this decision reviewed:

You are entitled to have this decision 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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Moores Pocket Road
TIVOLI QLD 4305

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Moores Pocket Road Tivoli 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer river which surrounds your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

21 April 2011

[REDACTED]
[REDACTED] Elmes Road
ROCKLEA QLD 4106

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Elmes Road, Rocklea on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time (13 January 2011) your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to the lower level of your home, and the contents located there, was caused by flood. Specifically, it appears that the damage to this lower level was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 300 metres to the south of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that this damage to your lower level building and contents is not covered on this occasion.

However, we can advise that the water damage to your curtains, carpet and walls located in the upper level of your property has now been accepted as under the insured event of storm

and rainwater. We confirm that you have provided us with the following receipts and estimate:

Carpet Call invoice	\$1,200.00
Curtain Wonderland invoice	\$839.35
Your payment to the painter	\$200.00

We therefore propose to cash settle your claim on the following basis:

Sub-total (from above)	\$2,239.35
Less your \$300.00 policy excess	-\$300.00
Total claim payment	\$1,939.35

Your AAMI Client Manager will be in contact with you shortly to finalise the above payment.

Your right to have this decision reviewed:

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 Unwin
Technical Event Claims Manager - Queensland

14 April 2011

[REDACTED]
[REDACTED] Kirk Street
BUNDAMBA QLD 4304

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kirk Street Bundamba 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bundamba Creek on or about 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bundamba Creek, which is approximately 300m west of your property, on or about 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

06 May 2011

[REDACTED]
[REDACTED] Ashfield St
East Brisbane QLD 4169

Dear Mrs and Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Ashfield St East Brisbane on 14 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Norman Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Norman Creek approximately 300m north of your property has received floodwaters from the Brisbane River causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 12 January 2011.

Whilst we do not believe that water escaping from nearby drains caused or contributed to the damage you have claimed for, we advise that if any minor amounts of water did escape they would have done so at the time the overland floodwater moved north to south along Ashfield Street. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 May 2011

[REDACTED]
[REDACTED] Ryan St
HILL END QLD 4101

Dear Mrs [REDACTED],

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Ryan St Hill End QLD 4101 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 100m to the south of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. Alternatively, we accept that a minor contribution to the overall flooding of your property may have come from water escaping from nearby drains at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

07 April 2011

[REDACTED]
[REDACTED] Westlake Drive
WESTLAKE QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Westlake Drive, Westlake Qld 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River and/or the Mt Ommaney Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

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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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Brisbane River and/or Mt Ommaney Creek, which are both located within close proximity to your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

14 April 2011

[REDACTED]
[REDACTED] Kilkivan Ave
Kenmore 4069

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kilkivan Ave Kenmore 4069 on 12th of 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Moggill Creek at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Moggill Creek, which is located a few hundred metres west of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

19 April 2011

[REDACTED]
[REDACTED]
[REDACTED] Horizon Drive
Westlake QLD 4074

Dear Ms & Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit [REDACTED]
[REDACTED] Horizon Drive Westlake QLD 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected the property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River approximately 500m to the north of your property rose and overflowed, causing Westlake and the Brisbane River to become one body of water which continued to rise and overflow. Floodwaters subsequently travelled overland to inundate your property on or around 12 January 2011. Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from

drains near your property, at the time of the main flood event. We confirm that under Australian insurance law, an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 May 2011

[REDACTED]
[REDACTED] Lodge Street
Toowong 4066

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lambert Road Indooroopilly 4068 on 12th of 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 1km to the east of your property has risen and overflowed, causing Sandy Creek which branches off the Brisbane River to also rise and overflow. The resulting floodwaters have travelled overland to inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

19 May 2011

██████████
██████████ Doonas Road
GRANDCHESTER 4340

Dear Mr ██████████

Your AAMI contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your contents at ██████████ Doonas Road, Grandchester, 4340 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brown Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood.

Specifically, Brown Creek, which runs through your property and on which a dam of significant capacity has been constructed on your property, has received significant amounts of water from the south, from the catchment which drains into it, causing both Brown Creek and the dam on your property to rise and break their banks. These floodwaters eventually rose high enough to travel overland and inundate your laundry and granny flat on or around the evening of 11 January 2011.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

18 May 2011

[REDACTED]
[REDACTED] Blackall Street
Basin Pocket 4305

Dear Mr Nathan [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Blackall Street Basin Pocket 4305 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, overland floodwaters from the Bremer River rose and inundated your property on or around 12 January 2011.

Whilst we do not believe that any drain escape water inundated your property we confirm that if an insignificant amount of such water was present at the time of the flooding event, it would have promptly mixed with overland floodwater prior to entering your property.

Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

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C₂

20 April 2011

[REDACTED]
[REDACTED] McNabb Street
CABOOLTURE QLD 4510

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] McNabb Street, Caboolture on or around 11 January 2011.

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

Geography:

We understand that your property is situated approximately 150 m to the north west of Lagoon Creek.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at Morayfield - Mark Street. Rainfall data from the days leading up to and including 11 January 2011 indicates that there was heavy rainfall in your area which caused Oakey Creek to break its banks and overflow into Lagoon Creek, which in turn broke its banks and overflowed into nearby properties.

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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Lagoon Creek, which is located approximately 150 m to the south east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

7 May 2011

[REDACTED]
[REDACTED] Waratah Avenue
GRACEVILLE QLD 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Waratah Avenue Graceville 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 300m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Iris Street
GAILES QLD 4300

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Iris Street Gailes 4300 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Woogaroo Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Woogaroo Creek, which is located approximately 200 metres west of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Clydesdale Place
Sumner QLD 4074

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Clydesdale Place Sumner QLD 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Wolston Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Wolston Creek, which is located approximately 50 m south of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

12 May 2011

[REDACTED]
[REDACTED] Lancelot Street
Tennyson QLD 4105

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Lancelot St Tennyson QLD 4105 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, overland floodwaters from Oxley Creek which is located approximately 500m to the west of your property have inundated your property on or around 12 January 2011.

We acknowledge that an insignificant amount of floodwater may have escaped nearby drains around your property however we are satisfied that any drain escape water would have promptly mixed with overland floodwater rising over Lancelot Street and surrounding streets.

Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

19 May 2011

[REDACTED]
[REDACTED] Tekapo Street
Westlake 4074

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Tekapo Street Westlake 4074 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Mt Ommaney Creek at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your building and contents was caused by flood.

Specifically, Mt Ommaney Creek approximately 500m east of your property has received floodwaters from the Brisbane River causing it to rise and overflow and floodwaters to inundate the low lying parts of the McLeod Country Golf Club immediately behind your property. As the Brisbane River and Mt Ommaney Creek continued to rise, floodwaters continued to travel overland and subsequently inundate your property on or around 12 January 2011.

We accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager – Queensland

6 May 2011

[REDACTED]
[REDACTED] Nalya Crescent
Karana Downs 4306

Dear Mr and Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at [REDACTED] Verney Road East, Graceville, QLD 4075 on or around 12 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage on 25 January 2011. We thank you for your cooperation in this regard.

We also thank you for allowing a further onsite assessment to be conducted on 12 April 2011.

Hydrology Report:

Following the Queensland floods of December 2010 and January 2011 the Insurance Council of Australia (ICA) appointed a panel consisting of three expert hydrologists¹ to assess and report on flooding across the state. A two-volume report (which is accessible on the ICA website (www.insurancecouncil.com.au) deals with the Brisbane area.

Their report indicates that the ultimate inundation was caused by flood water escaping and overflowing from the Brisbane River at the time (Wednesday, 12 January 2011) your property was affected.

Geography:

We understand that your property is situated approximately 400 m to the south west of the Brisbane River.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was ultimately inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (on pages 16, 18, 19 and 21) (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 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 17, 19 and 21) 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 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 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 22):

"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, viewing publically available aerial mapping and reviewing the documents you have provided, it is our view that the damage to your property was caused by water initially escaping from the stormwater drain to the rear of your property and then later by overland floodwater from the Brisbane River.

We are satisfied that the damage to the following items was not caused by overland floodwater from the Brisbane River:

1. washing machine, book shelf, clothes and 2-3 sleeping bags located in the laundry;
2. golf clubs, 2 bookshelves, wall unit, desk, guitar amp, older style stereo and tools located in the storeroom;
3. computer desk, single bed, shelf unit, office chair and stool located in your daughter's bedroom;
4. 200L Mitsubishi fridge, wardrobe, foam mattress and timber drawer filing cabinet located in the downstairs foyer; and
5. miscellaneous items in the garage.

Rather, the damage to the items above was caused by water escaping from the stormwater drain to the rear of your property. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

Unfortunately the information and reports we have obtained indicate that the damage to the following items was caused by excluded floodwater:

1. furniture located in the middle messanine level of the house;
2. the electric Yamaha full keyboard piano and children's clothes located in the spare bedroom; and
3. the contents kept on the balcony.

Specifically, the Brisbane River which is located 400 m to the north east of your property has risen and overflowed causing floodwaters to travel overland and inundate your property to the peak height. As your policy does not cover loss or damage caused by flood, we regret to inform you that this portion of your claim is not accepted.

Please note that our claims department will be in contact with you shortly to discuss the settlement of your claim and specifically, the frozen food component of your claim.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Karelia Street
Fig Tree Pocket QLD 4069

Dear [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Karelia Street Fig Tree Pocket QLD 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 800m to the east of your property has risen and overflowed, causing floodwaters to travel overland inundate your property via an unnamed watercourse 250m to the north east of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Cyprus Street
NORTH IPSWICH 4305

Dear Mrs [REDACTED],

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Cyprus Street, North Ipswich, 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River, on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located approximately 400 metres south east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 May 2011

[REDACTED]
[REDACTED] Verney Road East
GRACEVILLE QLD 4075

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents at [REDACTED] Verney Road East, Graceville on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that your property was ultimately inundated by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was ultimately inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 publically available aerial mapping, we accept that some initial damage to your property was caused by water escaping drains near your property, followed by a later event where a higher level of Brisbane River floodwater entered your home.

As such, we are satisfied that the damage to your building and contents located up to and including a maximum depth of ninety centimetres (90cm) above the ground floor level of the raised section of your house was not caused by overland floodwaters.

On this basis we are pleased to inform you that water damage to the 90cm level will be covered under your Policy.

We will be in contact with you shortly to proceed with the necessary assessment of damage and loss to the above level.

Unfortunately the information and reports we have obtained indicate that the damage to the remainder of your property (the higher portions of your home/contents) was caused by flood. Specifically, the Brisbane River approximately 150m north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

Please accept our apology for the delay in providing you with this decision.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 May 2011

██████████
██████████ Verney Road East
GRACEVILLE QLD 4075

Dear Mr and Mrs ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Verney Street East, Graceville QLD on or around 12 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage on 15 March 2011 and we thank you for your cooperation in this regard. We also thank you for allowing a further assessment to be conducted on 20 April 2011.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that your property was ultimately inundated by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was ultimately inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 publically available aerial mapping, we accept that some initial damage to your property was caused by water escaping drains near your property, followed by a later event where a higher level of Brisbane River floodwater entered your home.

As such, we are satisfied that the damage to your building and contents located up to and including a maximum depth of one hundred centimetres (100cm) above the ground floor level of your home was not caused by overland floodwaters.

On this basis we are pleased to inform you that water damage to the 100cm level will be covered under your Policy.

We will be in contact with you shortly to proceed with the necessary assessment of damage and loss to the above level.

Unfortunately the information and reports we have obtained indicate that the damage to the remainder of your property (the higher portions of your home/contents) was caused by flood. Specifically, the Brisbane River approximately 100m north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

Please accept our apology for the delay in providing you with this decision.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

1 April 2011

Lyndora Close
Riverhills QLD 4074

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Lyndora Cl Riverhills 4074 on the 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected the property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow from the Brisbane River, which is located approximately 200m from the property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

01 April 2011

[REDACTED]
[REDACTED] Newcastle Street
Fairfield QLD 4103

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Newcastle Street Fairfield QLD 4103 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow from the Brisbane River, which is located approximately 250m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Short Street
ROCKLEA QLD 4106

Dear Mr Anupindi & Mrs [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Short Street Rocklea 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Stable Swamp Creek on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of Stable Swamp Creek, which is located approximately 500m south east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED]
BOOVAL 4304

Dear Ms [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Helen Street North Booval QLD 4304 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bundamba Creek which has received floodwaters from the Bremer River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, Bundamba Creek has received floodwaters from the Bremer River, causing it to rise and overflow and floodwaters to subsequently travel overland to inundate your property on the evening of 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 May 2011

[REDACTED]
[REDACTED] Verney Road East
GRACEVILLE QLD 4075

Dear Miss Anne [REDACTED] and Miss Lara [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents at [REDACTED] Verney Road East, Graceville on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that your property was ultimately inundated by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was ultimately inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 publically available aerial mapping, we accept that some initial damage to your property was caused by water escaping drains near your property, followed by a later event where a higher level of Brisbane River floodwater entered your home.

As such, we are satisfied that the damage to your building and contents located up to and including a maximum depth of one hundred and twenty centimetres (120cm) above the ground floor level of the raised section of your house was not caused by overland floodwaters.

On this basis we are pleased to inform you that water damage to the 120cm level will be covered under your Policy.

We will be in contact with you shortly to proceed with the necessary assessment of damage and loss to the above level.

Unfortunately the information and reports we have obtained indicate that the damage to the remainder of your property (the higher portions of your home/contents) was caused by flood. Specifically, the Brisbane River approximately 150m north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

Please accept our apology for the delay in providing you with this decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED] Birkin Rd
BELLBOWRIE QLD 4070

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Birkin Rd Bellbowrie 4070 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 300m to the east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. Further, our investigations indicate that there was no rainfall in your area for some 12 hours or more prior to the time of inundation of your property ruling out the possibility of stormwater runoff as a cause of damage. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

06 May 2011

████████████████████
██████████ Penong Street
Westlake Qld 4074

Dear Mr & Mrs ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Penong Street Westlake Qld 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the initial inundation was caused by stormwater runoff and/or water escaping nearby drains on 11 January 2011 and later by water escaping and overflowing from Westlake which received floodwaters from the Brisbane River and runoff from surrounding areas. This caused flood waters to rise and overflow and subsequently inundate your property to a depth of approximately 2.2m above ground level on 12 January 2011.

This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, we are satisfied that the damage to your building and contents was caused by flood after an initial lower inundation by stormwater runoff and/or water escaping nearby drains.

Specifically, we accept that your property was inundated up to a maximum depth of seven centimetres (7cm) above the ground floor level by stormwater runoff and/or water escaping

nearby drains on 11 January 2011. This inundation was preceded by later inundation by Westlake which received floodwaters from the Brisbane River and runoff from surrounding areas, causing it to rise and overflow and subsequently inundate your property to a depth of approximately 2.2m above ground level on 12 January 2011.

As your policy covers loss or damage caused by stormwater runoff and water escaping drains but not for loss or damage caused by overland 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 inundation of stormwater runoff and/or water escaping drains, subject to the relevant terms of your policy.

We apologise to you for the delay in providing you with our decision and we will contact you shortly in relation to the accepted portion of your claim.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

19 May 2011

[REDACTED]
[REDACTED] Riversleigh Road
BELLBOWRIE QLD 4070

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Riversleigh Road Bellbowrie 4070 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Kangaroo Gully on or around 12 January. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of Kangaroo Gully, which is located approximately 500m south east of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

31 March 2011

HAIG Road Milton QLD 4064

Dear Miss

Your AAMI contents insurance claim:

Thank you for contacting AAMI to tell us about the water damage to your contents at HAIG Road Milton QLD 4064 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwaters from the Brisbane River that flowed up a channel approximately 200m to the south of your property overflowed from the channel, causing the floodwaters to travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED]
GRACEVILLE 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] HARGRAVES AV CHELMER 4068 on 11/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River approximately 75m to the north east of your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 75m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

01 April 2011

[REDACTED]
[REDACTED] Lanena Street
Jindalee QLD 4074

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lanena St, Jindalee 4074 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River which is located approximately 150 m north of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

18 April 2011

PO Box [REDACTED]
Goodna QLD 4300

Dear Mr & Mrs [REDACTED],

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at 2 Boundary St, Tivoli 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located approximately 18 metres to the south of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Glen Ruther Street
Mount Crosby QLD 4306

Dear Ms [REDACTED],

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Nathan St, East Ipswich 4305 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building occurring during the period of cover and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer river, which is located approximately 400 metres to the north of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

13 April 2011

Moore's Pocket Road
Tivoli QLD 4305

Dear Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Moore's Pocket Rd, Tivoli 4305 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River affected the property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Bremer River adjacent to your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around the evening of 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

04 April 2011

[REDACTED]
[REDACTED] Long St E
GRACEVILLE QLD 4075

Dear Mrs and Mr [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents
[REDACTED] Long St E, Graceville, QLD 4075 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River approximately 400m to the north east and 300m to the east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

08 April 2011

[REDACTED]
[REDACTED] Kent Street
North Ipswich QLD 4305

Dear [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kent Street North Ipswich QLD 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Tivoli Creek and/or Bremer River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Tivoli Creek and/or Bremer river on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 March 2011

[REDACTED]
[REDACTED] Beatty Road
ROCKLEA QLD 4106

Dear Mrs and M [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Beatty Road, Rocklea, QLD 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Stable Swamp Creek (which is a tributary to the Oxley Creek) at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Stable Swamp Creek which is a tributary to Oxley Creek is approximately 350m to the north east of your property. Due to the rising Brisbane River, Oxley Creek and Stable Swamp Creek have also risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

██████████
██████████ Strong Avenue
GRACEVILLE QLD 4075

Dear Mr & Mrs ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Strong Avenue Graceville 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

cover – insured events¹ 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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located approximately 400m away, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

9 May 2011

[REDACTED]
[REDACTED] Cleary Street
Bundamba QLD 4304

Dear M [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Cleary St, Bundamba 4304 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bundamba Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Bundamba Creek approximately 100m to the west of your property has received floodwaters from the Brisbane River, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

19 April 2011

[REDACTED]
[REDACTED] Thalia Court
CORINDA QLD 4075

Dear Mr & [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Thalia Court Corinda 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek on or about 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Oxley Creek, which is located approximately 50 metres north of your property, on or about 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

19 April 2011

[REDACTED]
[REDACTED] Fairney View Road
Fernvale 4306

Dear Mr [REDACTED] & Ms [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Fairney View Road Fernvale 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Black Snake Creek at the time on or about 11 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Black Snake Creek, which is located in close proximity to your property, on or about 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED] Scenic Rd
KENMORE QLD 4069

Dear Mrs and Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Scenic Rd Kenmore, QLD 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

cover – insured events¹ 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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located approximately 128m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Horizon Drive
Westlake QLD 4074

Dear Mrs [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Horizon Dr Westlake QLD 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, Westlake which is approximately 100m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
PO BOX [REDACTED]
[REDACTED] Adelaide Street
BRISBANE QLD 4000

Dear Ms [REDACTED],

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit 2, [REDACTED] Broadfoot Drive Goodna 4300 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River which is located within a short distance to the east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Thornburgh Street
OXLEY 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Thornburgh Street, Oxley, 4075 on 11/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek and/or Pennywort Creek, which are located within close proximity to your property, on or about 13 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Oxley Creek and/or Pennywort Creek, which are located within close proximity to your property, on or about 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Brisbane Road
RIVERVIEW 4303

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Brisbane Road, Riverview, 4303 on 11/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Six Mile Creek, which is approximately 500m east of your property, on or about 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Six Mile Creek, which is approximately 500m east of your property, on or about 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Clateau Drive
Springwood 4127

Dear Mr [REDACTED],

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Waratah Ave Graceville 4075 on 13th of 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 300m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] White Street
Graceville 4075

Dear Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] White Street Graceville 4075 on 12th of 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 300m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

24 March 2011

[REDACTED]
SOUTH BRISBANE 4101

Dear Mr [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Rosecliffe Street Highgate Hill 4101 on the 12th of 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around the 12th of January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

covered for damage or loss to your home building 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) 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 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 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:

"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 publically available aerial mapping, it is our view that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located at the rear of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

27 June 2011

[REDACTED]
[REDACTED] Brisbane Street
St Lucia Qld 4067

Dear Dr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at [REDACTED] Brisbane Street, St Lucia on 11 - 13 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage. We thank you for allowing this to happen. We additionally appointed a hydrological engineer to provide a written report as to the cause of your home's inundation.

Hydrology Reports:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

The WRM hydrology investigation specific to your home indicates that an initial level of its internal inundation was caused by water escaping stormwater drains. Higher levels of floodwaters from the Brisbane River subsequently inundated your home on 11 - 13 January, 2011. Please find enclosed a complete copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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, viewing publically available aerial mapping and reviewing the documents you have provided, it is our view that the damage to your property was caused by an initial inundation of water escaping stormwater drains, followed by overland flood to a far higher inundation level.

We are satisfied that the damage to your contents in your home located at up to and including 30 cms above it ground floor level was not caused by overland flood. Rather, the damage was caused by water escaping drains near your property. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

Unfortunately the information and reports we have obtained indicate that the damage to your contents located higher than 30 cms above the ground floor level of your home was caused by flood. Specifically, the Brisbane River which is located some 400 m from your property has risen and overflowed causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

We confirm that under Australian insurance law an insurer is not obliged to accept a claim for damage caused by a mixture of drain water (covered water) and excluded overland flood water.

We apologise for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

01 April 2011

[REDACTED]
PO [REDACTED]
SUMNER PARK BUSINESS CENTRE QLD 4074

Dear Ms Schouten,

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Wendouree Crescent, Westlake, QLD on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow from the Brisbane River, which is located approximately 250m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

26 May 2011

[REDACTED]
[REDACTED] Haldane Street
GRACEVILLE QLD 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Haldane Street Graceville 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood.

Specifically, Oxley Creek approximately 400m south east of your property received significant volumes of floodwaters from the Brisbane River, causing it to rise and overflow. These floodwaters have subsequently travelled overland, including via the watercourse immediately east of your property (itself a tributary of Oxley Creek), to inundate your property on or around 12 January 2011.

Alternatively, we accept that a minor contribution to the overall flooding of your property may have come from water escaping from drains in Haldane Street at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Helen Street
NORTH BOOVAL QLD 4304

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Helen Street North Booval 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bundamba Creek on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Bundamba Creek which is located a short distance to the east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Dewar Drive
Sherwood QLD 4075

Dear Miss [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Neata Street Corinda QLD 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, Oxley Creek which connects to the Brisbane River and runs around your property approximately 200m to the north, 400m to the east and 150m to the south, has risen and overflowed, causing floodwaters to travel overland and inundate your property. As

your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

27 April 2011

██████████
██████████
██████████
██████████ Haldane Street
GRACEVILLE 4075

Dear MR & Mrs ██████████

Your AAMI building and contents insurance claim ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Haldane Street, Graceville, 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek on 11 and 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears the damage was caused by floodwater inundation from the overflow of the watercourse than runs near the cul de sac one block away from your property and the Oxley Creek approximately 400 metres to the east of your property, on 11 and 12 January 2011. Your policy does not cover damage caused by overflow of water from the normal confines of any watercourse, including a watercourse modified by human intervention.

Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from the stormwater drains near your property, at the time of the main flood event. Under Australian insurance law an insurer is not obliged to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

10 August 2011

[REDACTED]
[REDACTED] Sandon Street,
Graceville Qld 4075

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Sandon Street, Graceville on 12 – 13 January 2011.

As you know, we appointed two Assessors to attend your property to inspect the damage. We additionally appointed a hydrological engineer to conduct an investigation into the cause of the inundation of your property and provide a report. We thank you for allowing these assessments to take place.

Hydrology Reports:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

The WRM hydrology investigation specific to your home indicates that its inundation of its ground floor level was caused by floodwaters from the Brisbane River on 12 - 13 January, 2011. Please find enclosed a complete copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

This mapping, made available by the Queensland Government, indicates that your home level was inundated by floodwater.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater

inundation from the overflow of the Brisbane River, which is located approximately 300 - 400 metres from your property on 12 - 13 January 2011.

Alternatively, we accept that a minor contribution to the overall flooding of the ground level of your home may have come from water escaping from drains near your property, at the time of the main flood event. We accept the hydrological engineer's advice, in that the main street drain at the front of your property is located below the level of your home's ground floor.

We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damaged caused by flood, we regret to inform you that your claim is not covered on this occasion.

We apologise for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

13 May 2011

[REDACTED]
C/- PO [REDACTED]
INDOOROOPIILLY QLD 4068

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Birkin Rd, Bellbowrie on or around 12 January 2011.

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

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that your property was ultimately inundated by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was ultimately inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 publically available aerial mapping, we accept that some initial damage to your property was caused by stormwater runoff, followed by a later event where Brisbane River floodwater entered your home.

As such, we are satisfied that the damage to your building and contents located up to and including a maximum depth of twenty centimetres (20cm) above the ground floor level of your home was not caused by overland floodwaters.

On this basis we are pleased to inform you that water damage to the 20cm level will be covered under your Policy.

We will be in contact with you shortly to proceed with the necessary assessment of damage and loss to the above level.

Unfortunately the information and reports we have obtained indicate that the damage to the remainder of your property (the higher portions of your home/contents) was caused by flood. Specifically, the unnamed tributary of the Brisbane River (a small creek) which runs through Booker Place Park south east of your property has received floodwaters from the Brisbane River causing it to rise and overflow and inundate the low lying areas of the parklands. As the floodwaters have continued to rise and travel overland they subsequently inundated your property on or around 12 January 2011.

As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

Please accept our apology for the delay in providing you with this decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 May 2011

[REDACTED]
[REDACTED] Sherwood Road
ROCKLEA 4106

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Sherwood Road, Rocklea, 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Rocky Water Holes Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, Rocky Water Holes Creek (a tributary of Moolabin Creek; a tributary of Oxley Creek; a tributary of the Brisbane River) has received floodwaters from the Brisbane River, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

11 May 2011

[REDACTED]
[REDACTED] Callaghan Street
East Ipswich 4305

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Callaghan Street East Ipswich 4305 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located approximately 500 metres north of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

07 April 2011

N [REDACTED]
[REDACTED] Lawson Street
OXLEY QLD 4075

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lawson Street, Oxley Qld 4075 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Oxley Creek approximately 200m to the east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Brisbane Terrace
Goodna 4300

Dear Mr [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Lower William Street Goodna 4300 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River and/or Woogaroo Creek, which are located within close proximity to your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Marshall Road
Rocklea QLD 4106

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Marshall Road Rocklea on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Stable Swamp Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Stable Swamp Creek approximately 300m to the north east of your property has received floodwaters from the Brisbane River via Oxley Creek, causing it to rise and floodwaters to subsequently travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

3 May 2011

[REDACTED]
[REDACTED] Donatello Street
Fig Tree Pocket QLD 4069

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Donatello Street, Fig Tree Pocket QLD on or around 12 January 2011.

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

We also thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. Please find **enclosed** a copy of this report for your records.

Geography:

We understand that your property is situated approximately 150 m to the west of the Brisbane River.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was ultimately inundated by Brisbane River floodwater.

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 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 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, viewing publically available aerial mapping and reviewing the documents you have provided, it is our view that the damage to your property was caused by a combination of water escaping stormwater drains and overland flood.

We are satisfied that the damage to your building and contents located up to and including 1.9 m above ground level was not caused by overland flood. Rather, the damage was caused by water escaping the stormwater drains near your property. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

Unfortunately the information and reports we have obtained indicate that the damage to your building and contents located higher than 1.9 m above ground level was caused by flood. Specifically, the Brisbane River which is located 150 m to the east of your property has risen and overflowed causing floodwaters to travel overland and inundate your property. As your

policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Tramore Street
Rocklea QLD 4106

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tramore St, Rocklea 4106 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Swamp Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

'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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Stable Swamp Creek approximately 100m to the south west of your property which connects to Oxley Creek, a tributary to the Brisbane River, has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

19 April 2011

[REDACTED]
[REDACTED] Avalon Road
SHELDON QLD 4157

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Parker Street Goodna 4300 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Woogaroo Creek on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Woogaroo Creek (consequent overflow of the Brisbane River), which is located approximately 200 metres to the north of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED]
OXLEY QLD 4075

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Bayford Street Oxley 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Oxley Creek, which is located a short distance to the east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

21 April 2011

██████████
██████████ Cornish Street
BUNDAMBA QLD 4304

Dear Mr ██████████

Your AAMI building and contents insurance claim ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Cornish St Bundamba, QLD 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

"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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears the damage was caused by floodwater from the overflow of the Bremer River which is located a short distance to the north west of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED] Enid Street
GOODNA QLD 4300

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Enid St, Goodna, QLD 4300 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Woogaroo Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Woogaroo Creek approximately 150m from your property has received floodwaters from the Brisbane River, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Sumners Road
RIVERHILLS QLD 4074

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Sumners Road Riverhills 4074 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

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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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 400m to the north of your property has risen and overflowed, causing floodwaters to travel overland via a reserve to inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Cook Street
Oxley 4075

Dear Mrs [REDACTED],

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Cook Street Oxley 4075 on 12th 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, floodwater inundation from the overflow of the Oxley Creek, which is located approximately 300m to the east of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

8 June 2011

██████████
██████ Moores Pocket Road
Tivoli QLD 4305

Dear Mr ██████████

Claim Number ██████████

Thank you for contacting AAMI on 13 January 2011 about the damage to your property located at ████████ Moores Pocket Rd QLD 4305.

As you know we organised an assessor attend your property to assess the damage and we thank you for this

EXTERNAL ASSESSMENT REPORT:

An assessor arranged by AAMI attended your property to report on the damage. We include the relevant parts of the assessment report;

A report from a Builder or Engineer would be required to determine the cause of the cracking the brick work.

The cracking to the interior brick veneer appears to be pre-existing.

CENSEO ENGINEERS REPORT:

Upon recommendations for the assessor we engaged an engineer to attend your property to report on the cause of damage. We include the relevant parts of the report.

In summary it is our opinion that the cracks the front northern elevation and western side elevation where minor 1mm cracking that presented with previous attempts of repair by way of filling with mortar. These previous mortar repairs were obvious in their miss matched colour but have increased in width due to the flooding event.

The cracking is caused by the soil movement and that the foundation slab movement will be ongoing as the soils under the slab go through wet and dry

cycles. We believe that the substantial amounts of water flowing into the property have exacerbated the foundation movement.

YOUR INSURANCE POLICY:

Page 14 of your AAMI Home Building Insurance Policy states:

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,
Soil movement or settlement.*

OUR DECISION ON YOUR CLAIM FOR CRACKING IN THE BRICKWORK:

After review of the assessment report and claim information, AAMI has established that the damage to your property has been occurring over a period of time. AAMI has established that you were aware of this condition. Further, AAMI are satisfied that the cracking is caused by soil movement

AAMI have based these conclusions on the assessment photos, report and engineers report.

YOUR RIGHT TO HAVE THE DECISION REVIEWED:

If you are not satisfied with our response, you are entitled to have it reviewed at no cost to you by an AAMI Customer Ombudsman, who will respond to you within 5 working days of receiving your telephone call, letter or e-mail. The AAMI Customer Ombudsman 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 AAMI Customer Ombudsman, PO Box 14180, Melbourne City Mail Centre, Victoria, 8001, fax on (03) 9529 1214, telephone on 1300 130 794 (9 am – 5 pm EST Monday to Friday) or e-mail to consumerappeals@aami.com.au.

Yours sincerely,

Peter Unwin
Home Claims Service Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Boundary Street
Moores Pocket QLD 4305

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Boundary Street Moores Pocket QLD 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located approximately 100 metres to the east of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Keble Street
CORINDA QLD 4075

Dear Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Amazon Place Jindalee 4074 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 publically available aerial mapping, it is our view that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 50 m from the rear of the courtyard of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Amazon Place
JINDALEE QLD 4074

Dear Mrs [REDACTED],

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Amazon Place Jindalee 4074 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 publically available aerial mapping, it is our view that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 50 m from the rear of the courtyard of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

23 May 2011

[REDACTED]
[REDACTED] Kym Court
HODGSON VALE QLD 4352

Dear Mrs & Mr [REDACTED]

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [REDACTED] Kym Ct Hodgson Vale 4352 on 10 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.

Assessment Report:

Cunningham Lindsey attended to your property on 4 March 2011 to assess the damage to your brick paved driveway. They have reported that due to the excess of rainwater run-off the soil underneath has eroded and when vehicles have driven along the driveway the pavers have sunk. We attach a copy of the report for your records.

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. "**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:

- Erosion or washing away of soil, earth or gravel;

- Soil movement or settlement,
- The washing 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 or
- Subsidence or landslide unless caused by the insured event of earthquake."

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents stored within the shed was caused by an inundation of rainwater runoff. We have therefore been able to accept this part of your claim and these items have already been either replaced or cash settled less the \$500 excess that applies.

Based on the information we have obtained, we believe that the damage to the brick paved driveway has been caused by the washing away of soil, earth or gravel from under the bricks allowing them to move. Further damage has then occurred to the driveway when vehicles have driven over it causing the pavers to sink.

As your policies do not cover loss or damage caused by the erosion or washing away of soil, earth or gravel, we regret to inform you that that portion of your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 Appeals Service 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 the decision of our Consumer Appeals Service. 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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Wendouree Crescent
Westlake QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located [REDACTED] Wendouree Crescent, Westlake 4074 on the 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

'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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, your property is on the banks of the Brisbane River which has risen, overflowed and inundated your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

6 April 2011

[REDACTED]
[REDACTED] Berry Street
YAMANTO QLD 4305

Dear Miss [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Gibbs St Churchill 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Deebing Creek that runs into the Brisbane River on or around 11 January. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Deebling Creek that runs into the Brisbane River, which is located approximately 150 metres to the east of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Golf Links Road
Rocklea QLD 4106

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Golf Links Rd Rocklea 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Stable Swamp Creek, Rocky Watherholes Creek, and the Oxley Creek adjoining the Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Stable Swamp Creek, Rocky Watherholes Creek, and the Oxley Creek adjoining the Brisbane River, which is located approximately 1.5km from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Mabel Street
Oxley QLD 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Mabel St, Oxley 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

'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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Oxley Creek, which is located approximately one kilometre to the East of your property. This flooding was severe on Wednesday 12 January, with the likely flood peak in the early hours of Thursday 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We have additionally reviewed the following concerns you've raised during this claim:

- When our assessor attended your property, you advised him that you had called our office on 10 January 2011 and a staff member informed you that flood would be covered by your AAMI policy. We have investigated your policy records and can find no evidence of such a communication.

On 16 February 2011 you informed us that, in your view, the damage to your property was the result of water runoff, and not the Oxley Creek overflowing. We confirm that there was no significant rainfall in the area of your property in the hours leading up to its inundation. Accordingly, we are satisfied that any rainfall at that time would not have been sufficient to result in the water inundation you have claimed for. We confirm our view that the overflow of Oxley Creek, caused principally by the backflow of the flooded Brisbane River, caused the inundation of your home

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

9 May 2011

[REDACTED]
[REDACTED] Kilkivan Ave
KENMORE QLD 4069

Dear Mr and Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located [REDACTED] Kilkivan Avenue Kenmore on 10th 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Mogill Creek at 6pm on the 11th January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Moggill Creek approximately 300m to the west of your property which adjoins the Brisbane River to the south has risen and overflowed, causing floodwaters to travel overland and inundate your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 June 2011

██████████
██████ Baden Jones Way
North Booval QLD 4304

Dear Mr ██████████

Your AAMI contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your property located at ████████ Baden Jones Way, North Booval.

In particular you have claimed for water damage that occurred on or around 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation on or around 11 January 2011 was caused by flood water escaping and overflowing from Bundamba Creek at the time (11 January 2011) your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater on or around 11 January 2011.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

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

Flood"

Further (at pages 28 to 31) under the heading, **"What we cover – additional benefits"** your policy states:

"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 for spoilage 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."

Our decision on your insurance claim:

Fridge and freezer

The available evidence suggests that the damage to your fridge and freezer could have been the result of a power surge. There is no policy coverage for power surge as an insured event however, if there was damage to the electric motors of the fridge and freezer then you may be entitled to cover for the replacement costs of these motors.

Your client manager will contact you shortly to discuss this aspect of your claim further.

Frozen food spoilage

We are satisfied that the most likely cause of your frozen food spoilage was the failure of public electricity supply to your home. As this event is covered under your policy we are pleased to inform you that this portion of your claim is accepted up to \$400.

Remainder of contents

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that the damage to the remainder of your contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that this portion of your claim is not covered.

We apologise for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

9 May 2011

[REDACTED]
[REDACTED]
Legal Aid Queensland
[REDACTED]
Brisbane QLD 4001

Dear [REDACTED]

Your clients' AAMI home insurance claim no. [REDACTED]

Thank you for your letter dated 6 May 2011 and the authorities you have provided from our policyholders, [REDACTED]

As you are aware, our policyholders lodged a building and contents claim for water inundation of their home located at [REDACTED] Jolimont Street, Sherwood, Brisbane. This damage occurred on or about 12-13 January 2011 when water rose to a height of at least 1.5 metres within their home.

AAMI confirms that it has now reviewed all relevant information and assessment documentation and provides its decision on this claim by way of this letter.

We also respond to your request for information and documentation later in this letter.

AAMI confirms that a property assessor attended your client's property on 1 February 2011 to inspect the claimed damage. We thank your clients for allowing this to happen.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your clients' home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or about 12-13 January 2011. This corresponds with the time your clients' property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download an electronic copy at www.insurancecouncil.com.au

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your clients' home was inundated by floodwater. We specifically refer you to the flood overlay mapping which indicates overland flood flow from the Brisbane River.

Your Clients' AAMI Building and Contents Insurance Policy:

Your clients' AAMI Building Insurance Policy Product Disclosure Statement (on pages 8, 12 and 13) and AAMI Contents Insurance Policy Product Disclosure Statement (on pages 16, 18, 19 and 21) (together referred to in this letter as the *Policy*) under the heading, '**What we cover – insured events**' explains that your clients are covered for damage or loss to their 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."

Their 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 they are not covered for:

"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 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 clients' 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 clients' insurance claim:

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that the damage to your clients' building and contents was caused by flood.

Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 250 metres west of their property on or around 12-13 January 2011. This flood water has travelled across ordinarily dry land at Sherwood Forest Park, combined with existing water within the watercourses at Sherwood Forest Park, and risen across Jolimont Street to inundate your clients' property.

As your clients' policy does not cover loss or damage caused by flood, we regret to inform you that their claim has not been accepted.

Your clients' right to have this decision reviewed:

If your clients are not satisfied with our decision, they 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/them (as appropriate) 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 clients' participation in this review process does not affect or compromise their entitlement to seek remedies elsewhere or to issue legal proceedings. Should your clients wish to exercise this right, they can 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 mailto:

If your clients are not satisfied with the response from our Consumer Appeals Service they 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.

Your request for information relied upon by AAMI in making its decision:

We refer you to the publically available hydrology report (both Brisbane volumes relating to the Brisbane Local Government Area) and the publically available aerial mapping which depicts the overland flood flow in the vicinity of your clients' property. AAMI relies on the information in the hydrology report to establish the rainfall and Brisbane River peak flood

timing, and additionally relies on the aerial mapping to establish the inundation by flood water of your clients' home.

In accordance with your request, we include in our correspondence:

- (1) A complete copy of our assessor's report (Cunningham & Lindsay Australia)
- (2) An emailed list of damaged contents from your clients, and
- (3) Screen prints recorded from our discussions/transactions on this claim.

In relation your request for a proposal transcript, we confirm that AAMI does not record its new insurance sale conversations (your clients purchased their original period of cover in March 2004). Rather AAMI sales staff follow training requirements which are compliant with the relevant provisions of the *Insurance Contracts Act* 1984 (including sections 35 and 69), the *ASIC Act* 2001 and the *Corporations Act* 2001. We confirm that these training materials are commercial in confidence and we are not prepared to release them outside of AAMI.

However, we confirm that in March 2004 AAMI's sales staff expressly disclaimed the general flood exclusion when selling home and/or contents insurance over the phone (this was a legal requirement at that time). Words to the effect of "Your policy also includes \$10 million legal liability cover but does not provide any cover for FLOOD." were expressly stated to the person purchasing the policy.

Your clients were also posted a copy of each of their building and contents Product Disclosure Statements (PDSs). This occurred:

- following initial sale, both PDSs provided (both effective from 25 March 2004);
- a revised building PDS provided (effective from renewal on 25 March 2007); and
- a revised contents PDS provided (effective from renewal on 25 March 2008).

We confirm that the relevant flood exclusion was stated within each PDS and has remained unchanged in form since 2004 (beyond page number changes in the revised versions), meaning your clients were provided with a legally compliant PDS for both building and contents on two separate occasions since incepting their AAMI policy cover.

We trust the above information assists in your review of AAMI's decision.

Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED]
MOUNT OMMANEY QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Nero Close Jindalee 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from a watercourse near your property which connects to the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of a watercourse which is located approximately 20m from your property which continues north on to the Brisbane River, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Cameron Street,
Fairfield QLD 4103

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Cameron St, Fairfield Qld 4103 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

'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 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 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 publically available aerial mapping, it is our view that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 525 m west of your property on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

04 May 2011

[REDACTED]
[REDACTED] Tyrell Court
PETRIE QLD 4502

Dear M [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tyrell Court, Petrie on or around 10 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.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at Amcor – Petrie Mill. Rainfall data from the days leading up to and including 11 January 2011 indicates that there was heavy rainfall in your area.

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 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 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:

Mould, wet or dry rot, rising damp or dampness,"

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, and viewing publically available aerial mapping, it is our view that the damage to your home and contents was caused by two separate events.

Specifically, the damage to your garage, shed and outdoor undercover area was caused by stormwater runoff whereas the damage to your house is as a result of mould, wet or dry rot, rising damp or dampness.

As your policy covers loss or damage caused by stormwater runoff but not for loss or damage caused by mould, wet or dry rot, rising damp or dampness, 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 stormwater runoff, subject to the relevant terms of your policy. We will arrange for someone to contact you in relation to the accepted portion of your claim.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

17 May 2011

[REDACTED]
[REDACTED] Strong Avenue
Graceville QLD 4075

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Strong Avenue Graceville QLD 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by floodwaters escaping and overflowing from Oxley Creek that affected your property. This being approximately 450m south east of your property, which received significant volumes of floodwaters from the Brisbane River, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood.

Specifically, Oxley Creek approximately 450m south east of your property received significant volumes of floodwaters from the Brisbane River, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 12

January 2011. Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED]
Mount Ommaney QLD 4074

Dear Whom it may concern,

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Nero Cl, Jindalee 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, an unnamed tributary of the Brisbane River to the north of your property has received floodwaters from the Brisbane River, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Kilkivan Avenue
KENMORE QLD 4069

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kilkivan Avenue Kenmore 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Moggill Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Moggill Creek approximately 300m to the west of your property which connects with the Brisbane River to the south has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

14 April 2011

[REDACTED]
[REDACTED] Dale Street
BURPENGARY QLD 4505

Dear Ms Read & Mr [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at [REDACTED] Dale Street, Burpengary, 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.

Your AAMI Building Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 publically available aerial mapping, it is our view that the damage to your contents was caused by flood. Specifically, Burpengary Creek approximately 100m to the north of your property has risen and overflowed, causing inundation of your home and shed on or around 11 January 2011. As your Policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Lancelot Street
TENNYSON QLD 4105

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lancelot Street Tennyson 4105 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 200 m north of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

01 April 2011

[REDACTED]
[REDACTED] Wharf Street
CHELMER QLD 4068

Dear Mr & M [REDACTED]

Your AAMI building and contents insurance [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Wharf Street, Chelmer, 4068 on 11/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River approximately 200m to the north east of your property on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 200m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
[REDACTED]
Alice Street
GOODNA 4300

Dear M [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Alice Street, Goodna, 4300 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Woogaroo Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the unnamed tributary of Woogaroo Creek approximately 50m west of your property has received floodwaters directly from the Brisbane River and/or from Woogaroo Creek, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 12 January 2011.

We refer you to the definition of flood in your Policy which provides that flood means the inundation or covering of normally dry land by water which escapes or overflows from the normal confines of any watercourse or lake, including any that may have been modified by human intervention, as is the case with the unnamed tributary of Woogaroo Creek.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

05 April 2011

[REDACTED]
[REDACTED] South Queensborough Parade
Karalee QLD 4306

Dear Miss [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] South Queensborough Parade Karalee QLD 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located approximately 150 metres to the south of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Ellesmere Street
YERONGA 4104

C Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Ellesmere Street, Yeronga, 4104 on 12/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

C Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River approximately 800m to the north of your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 800m to the north of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

18 May 2011

[REDACTED]
[REDACTED] Schmidt Road
Fernvale QLD 4306

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Schmidt Road, Fernvale on 12 January 2011.

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

We also appointed a hydrologist, Mr Carl Wallis, to attend your property and provide an opinion as to the cause of the water damage.

Hydrology reports:

We have obtained a hydrology area report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 130 pages). You can view it online and download a copy at www.insurancecouncil.com.au

We have also reviewed the hydrology report provided by Mr Carl Wallis. He attended your property, spoke with you and reviewed relevant topographical and river flow data. He has concluded that Brisbane River floodwater, travelling across land from the north-west of your home has caused its internal inundation.

A copy of Mr Wallis' full report is **enclosed** with this letter.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011, Volume 1: An Overview*'.

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 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 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 accept that the water damage to your home and contents was caused by flood. Specifically, we accept that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 1,600 metres to the north-west of your property. This inundation occurred on the evening of 11 January and across the morning of 12 January 2011.

This sequence of events, and the flow of the water, is confirmed by Mr Wallis, in his report. We refer you to Figures 1 and 2 and his conclusion.

We acknowledge that an insignificant amount of rainwater runoff and water from a nearby open grass drain may have been present around your site in the hours leading up to the Brisbane River floodwaters' arrival, however we are satisfied that those waters would have promptly mixed with the overland floodwater before or at the time your home was inundated.

We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and rainwater and/or water escaping from a drain.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim for water damage has not been accepted.

Please accept our apology for the time taken to provide you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED] Coleman Street
Graceville QLD 4075

Dear [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Coleman Street, Graceville QLD 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River and the Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 600m to the north east and the Oxley Creek 500m to the west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Boundry Street
WEST END QLD 4101

Dear [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Park Dr Graceville 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 500m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Bridge Street
REDBANK 4301

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Bridge Street, Redbank, 4301 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Goodna Creek on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Goodna Creek which is located approximately 150m from your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED]
Moores Pocket Road
Tivoli 4305

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Moores Pocket Road Tivoli 4305 on 10 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River at the time on or around the evening of 11 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Bremer River adjacent to your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around the evening of 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

4 May 2011

[REDACTED]
[REDACTED] Kilkenny Drive
BURPENGARY QLD 4505

Dear Mr & Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your fence and air conditioner located at [REDACTED] Kilkenny Drive, Burpengary, QLD on or around 11 January 2011.

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

Geography

We understand that your property is situated approximately 100m to the west of Burpengary Creek.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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, we are satisfied that the damage to your fence and air conditioner was caused by overland flood. More specifically, Burpengary Creek located approximately 100m behind your property has risen and overflowed, causing inundation to your yard on or around 11 January 2011. As your Policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

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19 April 2011

[REDACTED]
[REDACTED] Blackall Street
Basin Pocket QLD 4305

Dear [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Blackall Street Basin Pocket QLD 4305 on 10 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer river, which is located approximately 70 metres to the north of your property on or around 10 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Henry Court
CASHMERE QLD 4500

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Henry Court, Cashmere QLD on 11 January 2011.

In particular you have claimed for damage to the sealed driveway at your property.

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

Geography:

We understand that a watercourse runs through your property and intersects with your sealed driveway. This watercourse is a creek that branches off Four Mile Creek.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at Clear Mountain Buranda Rd. Rainfall data from the days leading up to January 11 indicates that there was heavy rainfall in your area. Further, heavy rain in the preceding months especially that of December 2010 would have saturated the ground. We enclose the relevant rainfall data for your records.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 publically available aerial mapping, it is our view that the damage to your sealed driveway was caused by flood. Specifically, on or around 11 January 2011, the creek running through your property which intersects with your sealed driveway has overflowed due to heavy rainfall in your area, inundating your sealed driveway and consequently washing a section away. The creek is a watercourse and the damage occurred as a result of this watercourse flooding. We confirm our view that a watercourse may at times be dry but this does not change its characterisation. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED] Prestwick Street
OXLEY QLD 4075

Dear Mrs and M [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Prestwick Street, Oxley QLD 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, Oxley Creek approximately 200m to the east of your property which connects to the Brisbane River has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Cromarty St
KENMORE 4069

Dear [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Cromarty St KENMORE 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Moggill Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flaoding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, Moggill Creek approximately 500m west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your

policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Larra Court
Forest Lake QLD 4078

Dear Mrs & Mr [REDACTED],

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Elmes Road Rocklea 4106 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Stable Swamp Creek and adjoining Oxley Creek and Brisbane River, on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of Stable Swamp Creek and adjoining Oxley Creek and Brisbane River, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Dudleigh Street
Booval QLD 4304

Dear Mr & Mrs [REDACTED],

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Dudleigh St, Booval 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bundamba Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bundamba Creek, which is located approximately 400 metres north and east of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Schmidt Road
FERNVALE QLD 4306

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Schmidt Road, Fernvale 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River and Ferny Gully creek at the time (11 January 2011) your property was affected. This report is substantial (over 130 pages). You can view it online and download a copy at www.insurancecouncil.com.au

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."

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011, Volume 1: An Overview*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater overflow from the Brisbane River which flowed into and rose up from Ferny Gully and travelled overland to inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Tigris Street
RIVERHILLS QLD 4074

Dear M [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tigris Street Riverhills 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

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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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River, which is located less than 1km from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

3 May 2011

[REDACTED]
[REDACTED] Moordale Street
CHAPLE HILL QLD 4069

Dear Miss [REDACTED],

Your AAMI contents insurance [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Long Street East Graceville 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, Oxley Creek to the east of your property received significant volumes of floodwaters from the Brisbane River, causing it to rise and overflow. Floodwaters have subsequently travelled overland and inundated your property. Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water

escaping from a drain. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Phillip Street
ONE MILE QLD 4305

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Phillip Street Leichhardt 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River on or about 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located to the east of your property, on or about 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
PO Box [REDACTED]
Sumner Park Business Centre QLD 4074

Dear [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit 13 [REDACTED] Bilga St, Middle Park 4074 on the 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Mt Ommaney Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

We note the contents of the consultancy report dated 20 February 2011 prepared by Drapper Environmental Consultants, which we understand you operate. We have reviewed this report's contents and given the sum of the information available to us in relation to the water inundation at your property, we are not satisfied that this property was solely damaged by water ingress caused by rainwater runoff. We confirm that even in the instance that some rainwater runoff mixed with Brisbane River floodwater, Australian Insurance Law allows an insurer to apply the exclusion of flood notwithstanding the mixture of these waters.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 publically available aerial mapping, it is our view that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Mt Ommaney Creek, which is located approximately 30 m

north of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

24 March 2011

[REDACTED]
[REDACTED] Ramu Street
DARRA 4076

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Ramu Street, Darra, 4076 on 12/01/2011

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River, flowing into Wolston Creek and then into Bullock Head Creek causing them to rise and overflow. Bullock Head Creek has overflowed to inundate the reserve and stormwater channel to the east of your property with floodwaters then inundating surrounding properties including yours on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwaters from the Brisbane River have flowed into Wolston Creek and then into Bullock Head Creek causing them to rise and overflow. Bullock Head Creek has overflowed to inundate the reserve and stormwater channel to the east of your property with floodwaters then inundating surrounding properties including yours on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

28 July 2011

[REDACTED]
[REDACTED] Dairyfarm Lane
CEDAR CREEK QLD 4520

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Dairyfarm Lane, Cedar Creek on 11 January 2011.

In particular you have claimed for damage to your rock wall, steps, timber post and wire fence, the washing away of an area of soil, and the removal of debris adjacent to your fence on the upper side of your property.

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

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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 also states in the section, "**What we do not cover – general exclusions**" on page 14:

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

Erosion or washing away of soil, earth or gravel,

Soil movement or settlement"

Your Policy also states in the section, "**Other costs**" on page 19:

"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:

...

removal of debris from the site necessary for repairing or rebuilding ..."

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that the damage to your rock wall, steps, timber post and wire fence is covered by your policy under the insured event of Storm and Rainwater. These components of your claim will be covered subject to any conditions, excesses or further assessments required.

The washing away of an area of soil on your property is not covered due to the general exclusions of washing away of soil and soil movement on page 14 of your Policy.

The cleaning or clearing of debris that has accumulated adjacent to your fence on the upper side of your property has not been accepted under this claim as this in itself is not an event insured by your Policy, and is not covered by the removal of debris provisions on page 19 of your Policy.

As your Policy can only respond on the above basis, we regret to inform you that your claim is not covered in full on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 March 2011

[REDACTED]
[REDACTED] Crawford Road
Chelmer QLD 4068

[REDACTED]
[REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Crawford Road Chelmer QLD 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River than affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane river, which is located approximately 650 metres to the northeast of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

8 April 2011

[REDACTED]
[REDACTED] Ramsey Court
DUNDATHU QLD 4650

Dear Mr [REDACTED],

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the loss of your poly fibre jetty located at [REDACTED] Ramsey Court, Dundathu QLD 4650 on or about 9 January 2011.

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

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8 to 13) under the heading, 'What we cover – insured events' explains the specific insured events that your Policy covers.

Our decision on your insurance claim:

You have advised us that the damage to your jetty was most likely as a result of a large object which may have floated along the Mary River impacting your jetty and dislodging it from the steel cables holding it in place at the rear of your property.

Based on the available information we are not satisfied that the jetty was lost as a consequence of impact by an object specifically covered under your Policy.

Accordingly, we regret to inform you that your claim is not covered on this occasion since the damage you have claimed for is not as a result of an event that is insured under your Policy.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED] Kokoda Street
DARRA QLD 4076

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kokoda Street, Darra, QLD 4076 on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bullock Head Creek which leads into Wolston Creek which then connects to the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, Bullock Head Creek which leads into Wolston Creek which then connects to the Brisbane River, has risen and overflowed. Adjacent to your property is a stormwater channel that connects to Bullock Head Creek. This has also overflowed as a result of the rising water levels in the connecting watercourses, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

28 March 2011

[REDACTED]
[REDACTED] Aristotle Avenue
AUGUSTINE HEIGHTS QLD 4300

Dear [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Kennard Street Corinda 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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.”

It also states:

“You are not covered for:

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 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 further states in the section **“What we do not cover – general exclusions”** on page 22:

“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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River immediately to the east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 March 2011

[REDACTED]
[REDACTED] Victoria Avenue
Chelmer QLD 4068

Dear Ms [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Palm Avenue Sherwood QLD 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 600 metres to the northeast of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Aldersgate Street
Corinda QLD 4075

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Aldersgate St, Corinda 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River into the Pennywort and Oxley Creeks affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River into the Pennywort and Oxley Creeks, which are located approximately 600 metres to the east of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
PO BOX [REDACTED]
West end 4101

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Allawah Street Yeerongpilly 4105 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River have flowed into Oxley Creek and then into Moolabin Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwaters from the Brisbane River have flowed into Oxley Creek and then into Moolabin Creek. Moolabin Creek approximately 200m to the south of your property has subsequently risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

18 July 2011

[REDACTED]
[REDACTED] Lowe Street
GOODNA 4300

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lowe Street, Goodna, on 13 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Woogaroo Creek on 12/13 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Woogaroo Creek, which is located approximately 300 metres

north of your property on 12/13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim has not been accepted.

We confirm that there is no evidence to suggest that any initial inundation was caused by stormwater runoff or any other water which would be covered under your AAMI insurance policy.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

07 April 2011

[REDACTED]
[REDACTED]
KENMORE 4069

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Dumbarton Drive, Kenmore, 4069 on 12/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Moggil Creek on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, we are satisfied that the damage to your building and contents was caused by flood after some initial inundation by stormwater runoff.

Specifically, your property was inundated up to a maximum depth of 50 mm above floor level by storm water runoff before flood waters from the Brisbane River flowing up Moggil Creek travelled over land and inundated your property to a height of 1.8m above floor level on or around 12 January 2011.

As your policy covers loss or damage caused by storm water 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 initial stormwater runoff, 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 and reasonable cost of covered repairs.

We confirm that the acceptance of your claim for damage to home and contents in 2009 was at AAMI's absolute discretion. On that occasion the assessed damage was settled as a Storm & Rainwater claim. We confirm that AAMI considers each claim for damage separately and is under no contractual obligation to accept a future claim as a consequence of any previous claim decisions as each claim is considered on its own facts.

Your right to have this decision reviewed:

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.

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Yours sincerely,



Peter Unwin
Technical Event Claims Manager - Queensland



29 March 2011

[REDACTED]
P [REDACTED]
MOUNT OMMANEY QLD 4074

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit 41 [REDACTED] Horizon Drive Westlake 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Westlake watercourse on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Westlake watercourse, which is located approximately 150 m north east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Horizon Drive
WESTLAKE QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at Unit 41 [REDACTED] Horizon Drive Westlake 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Westlake watercourse on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Westlake watercourse, which is located approximately 150 m north east of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
PO Box [REDACTED]
BULIMBA QLD 4171

Dear Mr [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Lancelot Street Tennyson 4105 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek on or around 13 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, **'What we cover – insured events'** explains that you are

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled *'Flooding in the Brisbane River Catchment, January 2011'*.

covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, overland floodwaters from Oxley Creek approximately 350m to the west of your property have mixed with water escaping from a drain on your property to inundate your house on or around 13 January 2011. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

████████████████████
██████████ Melbourne Street
BRASSALL QLD 4305

Dear Ms ██████████

Your AAMI building and contents insurance claim: ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Melbourne St Brassall 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Mihi Creek on or about 12 January. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Mihi Creek, which is in close proximity to your property on or about 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
[REDACTED] Vogel Road
Brassall QLD 4305

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at [REDACTED] Titmarsh Circuit, Fernvale QLD 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River and Ferny Gully at the time (11 January 2011) your property was affected. This report is substantial (over 130 pages). You can view it online and download a copy at www.insurancecouncil.com.au

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."

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley-Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011, Volume 1: An Overview*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater overflow from the Brisbane River which flowed into and rose up from Ferny Gully and travelled overland to inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

20 April 2011

[REDACTED]
[REDACTED] Curragundi Road
Jindalee QLD 4074

Dear Mr [REDACTED] & Ms [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Curragundi Rd, Jindalee 4074 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River and the adjoining watercourse located within a short distance to the rear of your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED] Hilliup Street
WESTLAKE QLD 4074

Dear Mr [REDACTED],

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the damage to your building located at [REDACTED] Hilliup Street, Westlake QLD 4074 on 14 January 2011.

In particular you have claimed for cracking to your internal walls and damage to your retaining wall.

As you know, we appointed an Assessor to attend your property on 31 January 2011 and again on 7 April 2011, to inspect the damage and we thank you for allowing this to happen.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8 to 13) under the heading, '**What we cover – insured events**' explains the specific insured events that your Policy covers.

Our decision on your insurance claim:

You have advised us that the damage to your internal walls and retaining wall was most likely as a result of the heavy rains and stormwater which occurred during the January 2011 flood event.

On this occasion, we are not satisfied that the cracking to your internal walls and the damage to your retaining wall was caused by the heavy rains in January 2011. It appears that both the cracking to your internal walls and the movement to your retaining wall are pre-existing and are as a result of normal wear and tear.

We refer you to page 14 of your Policy which states as follows:

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:

- *Wear and tear...*"

We regret to inform you that your claim is not covered on this occasion since the damage you have claimed for is not as a result of an event that is insured under your Policy.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

09 May 2011

Mr Neil Salis
1 Hilliup Street
WESTLAKE QLD 4074

Dear Mr Salis,

Your AAMI building insurance claim: 6696532200

Thank you for contacting AAMI to tell us about the damage to your building located at 1 Hilliup Street, Westlake QLD 4074 on 14 January 2011.

In particular you have claimed for cracking to your internal walls and damage to your retaining wall.

As you know, we appointed an Assessor to attend your property on 31 January 2011 and again on 7 April 2011, to inspect the damage and we thank you for allowing this to happen.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8 to 13) under the heading, '**What we cover – insured events**' explains the specific insured events that your Policy covers.

Our decision on your insurance claim:

You have advised us that the damage to your internal walls and retaining wall was most likely as a result of the heavy rains and stormwater which occurred during the January 2011 flood event.

On this occasion, we are not satisfied that the cracking to your internal walls and the damage to your retaining wall was caused by the heavy rains in January 2011. It appears that both the cracking to your internal walls and the movement to your retaining wall are pre-existing and are as a result of normal wear and tear.

We refer you to page 14 of your Policy which states as follows:

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:

- Wear and tear..."

We regret to inform you that your claim is not covered on this occasion since the damage you have claimed for is not as a result of an event that is insured under your Policy.

Your right to have this decision reviewed:

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.

6 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.aumailto:

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Yours sincerely,

6
Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Thiesfield Street
Fig Tree Pocket 4069

Dear Mr & M [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Thiesfield Street Fig Tree Pocket 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood.

Specifically, the Brisbane River approximately 400m to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on the afternoon and evening of 12 January 2011 via Cubberla Creek and the gully adjacent to your property that forms part of the catchment.

We have considered the possibility that your property was inundated by stormwater runoff, however after reviewing rainfall data and the Hydrology Area Report we are satisfied that stormwater runoff inundation did not occur.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

10 May 2011

[REDACTED]
[REDACTED] Oxley Road
Chelmer QLD 4068

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Oxley Road Chelmer QLD 4068 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River which is located approximately 250m north east of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We note that the claims department has been in contact with you in relation to your ceiling repairs.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Woogaroo Street
Goodna QLD 4300

Dear Mr [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building located at [REDACTED] Woogaroo St, Goodna Qld 4300 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.

We have reviewed our assessor's report in relation to the flood damage incurred by your property. We note that the report contains a reference to a water leak coming from the floorboards of the first storey bathroom. The report does not specify from which pipe the water is coming from but identifies leaking at a significant rate through the underside of the timber floorboards. You may wish to pursue a separate "Escape of Liquid" claim for any damage suffered as a result of the pipe leak. If you wish to proceed on this basis, please phone AAMI on 13 22 44 so that we can initiate the appropriate investigations and consider your claim.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Woogaroo Creek affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building 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) 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 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 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:

"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 publically available aerial mapping, it is our view that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Woogaroo Creek, which is located approximately 50 m south east of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

19 April 2011

[REDACTED]
[REDACTED] Nicholson Street
DALBY QLD 4405

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water and sewerage damage to your building and contents located [REDACTED] Nicholson Street on or around 11 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage and we thank you for your cooperation in this regard. **Enclosed** for your information and records is a copy of the Assessor's report.

Geography:

We understand that your property is situated within close proximity of Myall Creek.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at Dalby Airport. Rainfall data from the days leading up to and including 11 January 2011 indicates that there was heavy rainfall in your area which caused Myall Creek to break its banks and overflow into nearby properties.

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 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 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:

Re: Damage to roof and drill

We understand that damage was sustained to your drill as a consequence of water leaking through a small hole in the metal roof of the workshop area. We note that you discussed this aspect of your claim with AAMI and agreed to lodge a separate claim in relation to your damaged drill and roof.

Re: Remaining property damage

After careful consideration of the information and reports we have obtained, and viewing publically available aerial mapping, it is our view that the damage to the remainder of your property was caused by flood. Specifically, it appears that the failure of the Dalby Treatment Works, which caused sewerage to inundate your property, was a consequence of floodwater inundation from the overflow of Myall Creek on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 May 2011

[REDACTED]
PO BOX [REDACTED]
Mount Crosby 4306

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] South Queensborough Parade, Karalee 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, the damage was caused by floodwater inundation from overflowing of the Bremer River which adjoins your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

07 April 2011

[REDACTED]
[REDACTED] Tivoli Hill Road
Tivoli QLD 4305

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tivoli Hill Road Tivoli QLD 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River and/or Tivoli Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River and/or Tivoli Creek, the latter of which is located approximately 10 metres to the south of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED] Briely St
GEEBUNG 4034

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Stuart Court, Karalee, 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located approximately 250 metres to the south of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

20 May 2011

[REDACTED]
[REDACTED] Plumer Street
Sherwood 4075

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Plumer Street Sherwood 4075 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek at the time on or around 13 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, overland floodwaters from Oxley Creek approximately 150m to the west of your property to inundate your house on or around 13 January 2011. Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

31 May 2011

[REDACTED]
[REDACTED]
MILTON BC QLD 4064

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Huxham Terrace Auchenflower 4066 on 10 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 obtained a site specific Hydrologist Report from WRM Water & Environment Pty Ltd who attended your property on 18 February 2011. Their report indicates that the initial water inundation of the laundry up to 10cm was from stormwater runoff.

WRM Water & Environment Pty Ltd has advised that the inundation to the remainder of your house (above 10cm) was caused by flood water escaping and overflowing from the Brisbane River on or around 11 January 2011. Please find **enclosed** a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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 publically available aerial mapping, we accept that some initial damage to your property was caused by stormwater runoff, followed by a later event where Brisbane River floodwater entered your home.

As such, we are satisfied that the damage to concrete piles to the southern elevation of the property and the damage to building and contents located up to and including a maximum depth of ten centimetres (10cm) above the ground floor level of your home was not caused by overland floodwaters. Additionally, the ceilings to the upper level of the home were damaged when rainwater has entered through the roof.

On this basis we are pleased to inform you that damage to the concrete piles to the southern elevation, water damage to the 10cm level within the laundry and the ceilings upstairs will be covered under your Policy.

Unfortunately the information and reports we have obtained indicate that the damage to your building and contents located higher than 10cm above ground level was caused by flood. Specifically, the Brisbane River which is located approximately 570m from your property has risen and overflowed causing floodwaters to travel overland and inundate your property. As

your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

13 May 2011

[REDACTED]
[REDACTED] Platypus Court
LAWNTON QLD 4501

Dear Mr and [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Platypus Court, Lawnton on 11 January 2011.

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

Geography:

We understand that the North Pine River is approximately 400m north west of your property and an unnamed tributary of North Pine river is approximately 100m west of your property.

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 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 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, it is evident that the damage to your building and contents was caused by flood.

Specifically, the North Pine River approximately 400m to the north west of your property has risen and overflowed, causing overland floodwaters to inundate your property via an unnamed tributary to the North Pine River approximately 100m west of your property on or around 11 January 2011.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Diane Court
NORTH BOOVAL QLD 4304

Dear Ms [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Diane Court North Booval 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bundamba Creek on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bundamba Creek, which is located approximately 100 metres north of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Tarcoola Street
EAST IPSWICH QLD 4305

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tarcoola Street, East Ipswich on 12 January 2011.

In addition to your main claim for your building and contents, you also have claimed for:

1. Damage to your internal ceilings to two bedrooms and a toilet; and
2. Damage to the front brick wall to sub-floor.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River at the time (12 January 2011) your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the water damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer river, which is located approximately 300 metres to the north of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim for water damage is not covered on this occasion.

We note that you have two other sub-components to your claim. We have evaluated both of these claims against your policy cover and respond as follows:

1. Alleged hail storm damage on 21 November 2009 and subsequent rainwater entry/damage to the interior ceiling lining of two bedrooms and a toilet

We advise that our assessment has not identified any discernable damage to these parts of your home which could have clearly occurred in late 2009. Rather, we refer to the Cunningham & Lindsey assessment report which confirms that water levels inside your home exceeded the internal ceiling height.

Based on the information available, both from you and our assessor, we are not satisfied that you have established that there was any previous damage to your home which was caused by a hail storm during late 2009.

We confirm that our records show no notification or claim from you at that time, for any such water damage. Unfortunately, in these circumstances AAMI's position has been prejudiced by your failure to contact us since 2009 to advise us of any damage to your home. With the entire ceiling now subject to floodwater inundation, we are not prepared to accept that earlier damage occurred.

In this regard we refer you to page 13 of your Building Policy, which explains that AAMI does not cover the following under a Storm and Rainwater event:

"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."

We also refer you to the first paragraph of page 27, which explains that when your property has been damaged, you need to phone us immediately.

For the above reasons AAMI is unable to accept your claim for rainwater damage to the internal ceilings in the two bedrooms and toilet.

2. Alleged storm/rainwater damage to your front brick wall to sub-floor

We refer you to the report of Cunningham & Lindsey in which the assessor advises that the high level of soil built up against the brick wall has caused its cracking and movement. Based on this assessment report and the assessment photographs available to us, we are not satisfied that storm/rainwater damage caused the cracking and movement of this brick wall.

We confirm that your Building Policy specifically excludes damage caused by or arising from "soil movement" (we refer to you the general exclusion found on page 14). In these circumstances, we are satisfied that the lateral pressure of the soil, on only one side of this lower brickwork, was the dominant cause of the damage. Any

exacerbation of this condition was a result of rainwater or floodwater during January 2011 would not give rise to an acceptable claim under your policy.

As such we regret to inform you that this component of your claim has been declined.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

29 March 2011

[REDACTED]
[REDACTED] Gem Road
KENMORE QLD 4069

Dear [REDACTED] [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Gem Road Kenmore 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Brisbane River approximately 200m to the south of your property has risen and overflowed, inundating the low lying parklands approximately 50m to the north east of your property. The Brisbane River has continued to rise which has caused floodwaters to travel overland towards and inundate your property from the direction of the parklands. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

6 April 2011

[REDACTED]
[REDACTED] Cambridge Street
ROCKLEA 4106

Dear [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Cambridge Street Rocklea 4106 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Rocky Water Holes Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of Rocky Water Holes Creek, which is located within close proximity to your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

03 May 2011

[REDACTED]
[REDACTED] Dalrello Court
Glenvale Toowoomba QLD 4350

Dear M [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at [REDACTED] Davidson Street, Oakey 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.

We also thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. The report indicates that the inundation was caused by flood water escaping and overflowing from Oakey Creek at the time (Tuesday, 11 January 2011) your property was affected. Please find enclosed a copy of this report for your records.

Geography:

We understand that your property is situated approximately 150 m to the north west of Oakey Creek which runs through the township of Oakey.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest BOM recording station to your property is the Oakey Aero Rainfall Station. The relevant rainfall data is included in the **enclosed** WRM onsite hydrology report. Rainfall data leading up to and including 11 January 2011 indicates that there was heavy rainfall in your area which caused Oakey Creek to break its banks and overflow into nearby properties.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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, we are satisfied that the damage to your property was caused by flood.

Specifically, Oakey Creek which is located approximately 150 m south east of your property has risen and overflowed due to the heavy rains in the area, causing floodwaters to travel overland and inundate your property. Furthermore, the WRM onsite hydrology report concludes that the source of inundation to your property was overland floodwater from Oakey Creek. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Wendouree Cres
Westlake 4074

Dear [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Wendouree Cres Westlake 4074 on 12 of 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 12 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, floodwater inundation from the overflow of the Brisbane River on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Kipara Road
THAGOONA QLD 4306

Dear M [REDACTED],

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kipara Road Thagoona 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing of O'Shea Gully on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, the property damage was caused by floodwater inundation from the overflow of O'Shea Gully, which is located within a close proximity of your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Cornish Street
BUNDAMBA QLD 4304

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Cornish Street Bundamba 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bundamba Creek on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, the property damage was caused by floodwater inundation from the overflow of the Bundamba Creek, which is located approximately 400m northwest of your property and the Bremer River located approximately 400m to the north, caused by backwater flooding from the Brisbane River, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

3 May 2011

[REDACTED]
[REDACTED] Collins Street
BRASSALL HEIGHTS QLD 4305

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Collins Street, Brassall Heights on or around 13 January 2011.

In particular, you have claimed for the cracking to the external brick wall of your home, and the damage to your basement level and contents.

As you know, we appointed an Assessor to attend your property on 12 March 2011 and 13 April 2011, to inspect the damage and we thank you for allowing this to happen.

Our decision on your insurance claim:

We have considered the circumstances of your claim and are pleased to inform you as follows:

Water Damage to Basement Level and Contents

We are pleased to inform you that this component of your claim has been accepted as we are satisfied that rain water runoff inundated this lower level of your home. Specifically, we are satisfied that your claim for damage is acceptable up to the height of 150mm elevation within the basement.

Cunningham Lindsey has supplied the following list of contents which were damaged by water. In order to settle these items, we will require either quotes or estimates to replace them to be provided by you for review.

- Cabinet
- Cabinet with glass
- Fridge repairs
- Chest of Drawers
- Wall Unit
- Desk
- Rugs
- Speakers
- Food Spoilage

For the building damage, we will arrange for a builder to contact you and they will attend to inspect and quote on the repairs required to the downstairs area. We will also arrange for the carpet to be replaced once the repairs have been started.

The accepted components of your claim will be subject to your policy excess and any other relevant policy conditions.

Damage to Brick Wall

We will engage a building specialist to inspect the damage to the external brick wall and provide you with our decision once we have received the expert report.

Your right to have this decision reviewed:

If you are not satisfied with any component of our decision explained above, 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.

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Yours sincerely,

Peter Unwin
Technical Events Manager

30 March 2011

[REDACTED]
[REDACTED] Kangaroo Gully Road
BELLBOWRIE 4070

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kangaroo Gully Road Bellbowrie 4070 on 12/01/2011.

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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the small creek located behind your property on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the small creek located behind your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

9 May 2011

[REDACTED] ak
GPC [REDACTED]
INDOOROPILLY QLD 4068

Dear Dr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kingfisher PI Kenmore QLD 4069 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 40 metres to the south of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

12 May 2011

[REDACTED]
[REDACTED] Junction Road
BURPENGARY QLD 4505

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Junction Road, Burpengary on 11 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage on 3 February 2011 and we thank you for allowing this to happen.

We also thank you for allowing a second onsite assessment to be conducted on 29 April 2011.

Geography:

We understand that your home is located approximately 200 metres to the north of Burpengary Creek.

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 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 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
publically available aerial mapping, it is our view that the damage to your property was
caused by flood, as that term is defined in your policy.

Specifically, we believe that overland floodwaters from Burpengary Creek, which is located
approximately 200 m to the south of your home, have mixed with water escaping from
nearby street drains and stormwater runoff to inundate your property on 11 January 2011.
Alternatively, it is our view that the rainwater runoff and any drain escape water was unable
to flow away from the vicinity of your home as a result of the Burpengary Creek already
breaking its normal banks and flooding towards your home.

Under Australian insurance law an insurer is not obligated to accept a claim for water
damage when that damage was caused by a mixture of floodwater (excluded under your
policy) and water escaping from a drain. As your policy does not cover loss or damage
caused by flood of this type, we regret to inform you that your claim has not been accepted.

We confirm that AAMI is not obligated to accept an insurance claim based on any previous
claim outcome. AAMI reviews each claim against the policy in place at the time of the
claimed event and is legally entitled to determine its liability against that policy. Any previous
claim accepted for water damage to your property was at AAMI's absolute discretion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Rangeview Road,
MORAYFIELD QLD 4506

Dear Mr and M [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your property located at [REDACTED] Rangeview Road, Morayfield 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. We also thank you for providing us with a disc of coloured photographs of your damaged contents.

Geography:

We understand that your property is situated adjacent to Sheep Station Creek at Morayfield.

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 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 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 publically available aerial mapping, it is our view that the damage to your property was caused by flood. Specifically, Sheep Station Creek located adjacent to your property, has risen and overflowed causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

23 May 2011

[REDACTED]
[REDACTED] Springfield Drive
BURPENGARY QLD 4505

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Springfield Drive, Burpengary 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.

Geography:

We understand that your property is located approximately 50 metres south of the Burpengary Creek.

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 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 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, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Burpengary Creek, which is located approximately 50 metres to the north of your property on or around 11 January 2011.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland



20 June 2011

[REDACTED]
[REDACTED] Richmond Street
Corinda Qld 4075

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Richmond Street Corinda on 11 – 12 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage. We additionally appointed a hydrological engineer to inspect your property and its surrounds and provide a written report as to the cause of the water inundation. We thank you for allowing both assessments and your continued patience in allowing us to complete our enquiries into your claim.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

The WRM hydrology investigation specific to your home explains that the inundation of its ground level was initially caused by water escaping drains. Higher levels of floodwater from the Brisbane River subsequently inundated your home on 11 – 13 January, 2011. Please find enclosed a complete copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

This mapping, made available by the Queensland Government, indicates that your home was ultimately inundated by floodwater.

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 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 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, viewing publically available aerial mapping and reviewing the documents you have provided, it is our view that the damage to your property was caused by an initial inundation of water escaping stormwater drains, followed by overland flood to a far higher inundation level.

We are satisfied that the damage to your building and contents in your home up to and including 60 cms above ground level was not caused by overland flood. Rather, the damage was caused by water escaping drains near your property. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

Unfortunately the information and reports we have obtained indicate that the damage to your building and contents located higher than 60 cms above the ground level of your home was caused by flood. Specifically, the Brisbane River which is located some 150 m from your property has risen and overflowed causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

We apologise for the delay in providing you with our decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

13 April 2011

PO Box [REDACTED]
BRISBANE QLD 4001

Dear Miss [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Dunlop Street Redbank 4301 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Six Mile Creek on or around 11 & 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, Six Mile Creek approximately 300m to the north west of the your property has risen and overflowed after receiving floodwaters from the Brisbane River, causing floodwaters to travel overland and inundate your property on or around 11 & 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

7 June 2011

[REDACTED]
[REDACTED] Drysdale Street
Mount Ommaney Qld 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Drysdale Street, Mount Ommaney 4074 on 12 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.

We also thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

The on-site hydrology report provided by WRM indicates that the inundation was caused by initial stormwater runoff followed by floodwater escaping and overflowing from the Brisbane River on 12 – 13 January, 2011. Please find enclosed a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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, viewing publically available aerial mapping and reviewing the documents you have provided, it is our view that the damage to your property was caused by an initial inundation of water escaping stormwater drains then and overland flood to a far higher level.

We are satisfied that the damage to that the damage to the ceiling of the top floor of your dwelling was caused by water entry through your home's roof during the storm. On this basis we are pleased to inform you that your policy will cover the portion of your claim. Your case Manager will contact you regarding the settlement of this portion of your claim.

We are satisfied that the damage to your building and contents located on the lower level of your dwelling up to and including 100 mm above ground level was not caused by overland flood. Rather, the damage was caused by stormwater runoff. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

We are also satisfied that the damage to your building and contents located in your garage up to and including 250 mm above ground level was not caused by overland flood. Rather, the damage was caused by stormwater runoff. On this basis we are pleased to inform you that your policy will cover this portion of your claim

Unfortunately the information and reports we have obtained indicate that the damage to your building and contents located higher than 100mm (lower level home) and 250mm (garage) above ground level was caused by flood. Specifically, the Brisbane River which is located 400 m to the north-west of your property has risen and overflowed causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Rogoona Street
Morningside 4170

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Braggan Street Gailes 4300 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at the time on or around 11 January 2011 your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of Woogaroo Creek (less than 200m from your property) and the adjoining Brisbane River (approximately 1km from your property), on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

01 April 2011

[REDACTED]
[REDACTED] Long Street East
Graceville QLD 4075

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Long Street East Graceville QLD 4075 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Oxley Creek adjoining the Brisbane River that affected the property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of Oxley Creek adjoining the Brisbane River, which is located approximately 400m from your property, on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Adelong Avenue
Thagoona QLD 4306

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Adelong Avenue Thagoona QLD 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from O'Shea Gully affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the O'Shea Gully, which is located approximately 1 kilometre to the south west of your property, on or about 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

29 April 2011

[REDACTED]
[REDACTED] Haig Street
Brassall 4305

Dear Miss [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED]
[REDACTED] Haig Street Brassall 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, Mihi Creek behind your property has risen and overflowed as a result of the rising Bremer River, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

19 April 2011

[REDACTED]
[REDACTED] Moolanda Street
JINDALEE 4074

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Moolanda Street, Jindalee, 4074 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River on or around 11 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River approximately 1km to the north of your property on or around 11 January 2011.

Alternatively, we accept that minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when the damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

31 March 2011

[REDACTED]
[REDACTED]
Mount Ommaney QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Juba St, Riverhills 4074 on the 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

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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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River which is located approximately 400 m north west of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

15 April 2011

[REDACTED]
[REDACTED] Capitol Drive
JINDALEE 4074

Dear Mr & Mrs [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Capitol Drive, Jindalee, 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, an unnamed tributary of the Brisbane River to the north of your property has received floodwaters from the Brisbane River, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

27 April 2011

[REDACTED]
[REDACTED] Northbrook Street
CINNAMON PARK QLD 4073

Dear Mr & [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Capitol Drive, Jindalee, 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that you

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, an unnamed tributary of the Brisbane River to the north of your property has received floodwaters from the Brisbane River, causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

28 April 2011

[REDACTED]
[REDACTED] Kirk Street
Bundamba QLD 4304

Dear [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kirk Street Bundamba QLD 4304 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bundamba Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, Bundamba Creek approximately 150m to the west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 May 2011

[REDACTED]
[REDACTED]
[REDACTED] Tamari Place
Petrie QLD 4502

Dear M [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tamari Place Petrie QLD 4502 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from watercourse adjacent to your property (an unnamed tributary of the North Pine River) has received floodwaters from North Pine River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the watercourse adjacent to your property (an unnamed tributary of the North Pine River) has received floodwaters from North Pine River causing it to rise and overflow and floodwaters to subsequently travel overland and inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

14 April 2011

[REDACTED]
[REDACTED] Iris Street
GAILES QLD 4300

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Iris St Gailes 4300 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Woogaroo Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled 'Flooding in the Brisbane River Catchment, January 2011'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Woogaroo Creek (consequent overflow of the Brisbane River) located approximately 200 metres to the west of your property on or around 13 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

08 April 2011

[REDACTED]
[REDACTED] Thagoona Haigslea Road
Thagoona QLD 4306

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Thagoona Haigslea Rd, Thagoona QLD 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from O'Shea Gully that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of O'Shea Gully, which is located approximately 25m south of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

13 May 2011

[REDACTED]
[REDACTED] Christine Street
North Booval QLD 4304

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Christine St, North Booval 4304 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bundamba Creek has affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building and Contents Insurance Policy:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled '*Flooding in the Brisbane River Catchment, January 2011*' and is made up of Volume 1 "An Overview" and Volume 3, '*Flooding in Ipswich City LGA*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears the damage was caused by floodwater inundation from the overflow of Bundamba Creek (which received floodwaters from the Bremer River) approximately 250 metres north of your property on or around 12 January 2011.

We acknowledge that an insignificant amount of floodwater may have escaped nearby drains around your property however we are satisfied that any drain escape water would have promptly mixed with overland floodwaters from Bundamba Creek before inundation to

your property occurred. We specifically refer you to the Government aerial mapping (noted above) which depicts the overland movement of flood water from Bundamba Creek. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

As your policy does not cover loss or damage caused by flood of this type, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

01 April 2011

[REDACTED]
[REDACTED] Moores Pocket Rd
Moores Pocket Qld 4305

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Moores Pocket Rd Moores Pocket Qld 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Bremer River that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building and Contents Insurance Policy:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Bremer River, which is located within close proximity to your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

27 May 2011

[REDACTED]
[REDACTED] Kanangra Close
KARANA DOWNS QLD 4306

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Kanangra Close, Karana Downs on or around 12 January 2011.

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

Geography:

We note that an unnamed watercourse runs past your property to the east into Kupa Park which is a low lying area of your suburb. Between Kupa Park and the Brisbane River east of your property is the Karana Downs Country Club, also a low lying area of your suburb.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

The report indicates that your property was ultimately inundated by flood water escaping and overflowing from the Brisbane River at the time your property was affected. We specifically refer you to the river height data which indicates the time at which the Brisbane River peaked in the vicinity of your property.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

This mapping, made available by the Queensland Government, indicates that your home was ultimately inundated by floodwater.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood.

Specifically, the Brisbane River approximately 1km east of your property rose and overflowed to inundate the low lying areas of your suburb (Karana Downs Country Club and

Kupi Park). As Brisbane River water levels continued to rise, overland floodwaters have flowed into the unnamed watercourse east of your property, causing it to rise and overflow and floodwaters to travel overland and inundate your property on 12 January 2011.

We accept that a minor contribution to the overall flooding of your home may have been from insignificant stormwater runoff in the immediate vicinity of your property. We are satisfied that any stormwater present would have mixed with overland floodwaters before or at the time water damage occurred to your property. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and stormwater runoff.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Please accept our apology for the delay in providing you with this decision.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

6 April 2011

[REDACTED]
[REDACTED] Fawkner Crescent
Barellan Point QLD 4306

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Fawkner Cres, Barellan Point 4306 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

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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 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 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 Government mapping, it is evident that the damage to your home was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane river, which is located approximately 400 metres to the east of your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We note that our staff may have wrongfully advised that you were covered for this flood incident when you first lodged your claim. We apologise for any inconvenience this incorrect communication may have caused.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

27 April 2011

[REDACTED]
145-153 Junction Road
Karalee QLD 4306

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Junction Road Karalee QLD 4306 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Brisbane River at or around the 12 January 2011 that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

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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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 750m south east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

13 April 2011

[REDACTED]
[REDACTED] Haig St
BRASSALL QLD 4305

Dear Ms Way,

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Haig St, Brassall 4305 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Mihi Creek at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 and caused by:

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

"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."

It also states:

"You are not covered for:

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 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 further states in the section **"What we do not cover – general exclusions"** on page 22:

"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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, floodwater inundation from the overflow of the Mihi Creek which is located in close proximity to your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

10 May 2011

[REDACTED]
[REDACTED] Duncan Street
Riverview QLD 4303

Dear Ms [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Duncan Street Riverview QLD 4303 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Six Mile Creek that affected your property. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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**

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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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears the damage was caused by floodwater from the overflow of Six Mile Creek, a tributary of the Brisbane River which is located a short distance to the east of your property, on or around 12 January 2011. Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from water escaping from stormwater drains near your property, at the time of the main flood event. Under Australian insurance law an insurer is not obliged to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

30 March 2011

[REDACTED]
[REDACTED] Carnegie Street
WESTLAKE QLD 4074

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Carnegie Street Westlake 4074 on 12 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River on or around 12 January 2011. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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,

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Brisbane River, which is located approximately 50 metres to the rear of your property on or around 12 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 May 2011

[REDACTED]
[REDACTED] Curtis Street
BUNDABERG SOUTH QLD 4670

Dear Mrs [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at [REDACTED] Curtis Street, Bundaberg QLD 4670 on or around 11 January 2011.

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

Geography:

We understand that your property is situated approximately 400 m to the south east of Saltwater Creek.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

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

Mould, wet or dry rot, rising damp or dampness."

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, it is our view that the damage to the following items was caused by stormwater runoff entering the premises:

1. Dining suite solid timber table, six chairs and two high stools;
2. Orla keyboard;
3. Photos of various sizes (approximately 10);
4. Various sets of children's books;
5. Various craft books;
6. Various medical books and university books;
7. Kodak digital camera;
8. Photo printer (prints photos from slides);
9. Bags and boxes of dressmaking material;
10. Breville electric grill;
11. Modern Living sandwich grill;
12. Three wall pictures;
13. One picture of a farm scene;
14. Two pictures of ducks;
15. Two pictures of angels;
16. Slide projector;
17. Padded organ stool;
18. Three oil paintings.

Since property damage caused by storm and rainwater inundation is insured under your Policy, we are pleased to inform you that your Policy will cover the loss and/or damage to the above items on this occasion.

Unfortunately the information and reports we have obtained indicate that the damage to the remainder of your contents was caused solely by mould, the cause of which is most likely to be due to the prolonged wet season and general atmospheric conditions. As your Policy does not cover damage caused by mould, we regret to inform you that the remainder of your contents claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Juba Street
Riverhills 4074

Dear Mr [REDACTED] & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Juba Street Riverhills 4074 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 Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Brisbane River approximately 300m to the North West of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property via the parklands immediately behind your property.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

1 April 2011

[REDACTED]
[REDACTED] Visentin RD
MORAYFIELD QLD 4506

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Visentin Road, Morayfield QLD 4506 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 flood water escaping and overflowing from the Caboolture River, Sheep Station Creek and an unnamed watercourse at the time (11 January 2011) your property was affected. We enclose a copy of this report.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 Government mapping, it is evident that the damage to your building was caused by
flood. Specifically, your property was inundated on 11 January 2011 by a combination of
floodwaters from watercourses surrounding your property, being the Caboolture River to the
north, Sheep Station Creek to the south and an unnamed tributary to the west. Given the
small size of the catchment that drains to your house, the rainfall data and the reported time
of inundation, stormwater runoff would not have inundated your property prior to the arrival
of the floodwater. As your policy does not cover loss or damage caused by flood, we regret
to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland



20 April 2011

██████████
██████████ Carralluma Crescent
FERNVALE QLD 4306

Dear Mr and Mrs ██████████

Your AAMI building and contents insurance claim ██████████

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at ██████████ Carralluma Crescent, Fernvale on 11 January 2011.

As you know, we appointed an Assessor to attend your property on 9 February 2011 and again on 12 April 2011 to inspect the damage and we thank you for allowing this to happen.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Brisbane River and Ferny Gully creek at the time (11 January 2011) your property was affected. This report is substantial (over 130 pages). You can view it online and download a copy at www.insurancecouncil.com.au

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."

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. It is titled '*Flooding in the Brisbane River Catchment, January 2011, Volume 1: An Overview*'.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater overflow from the Brisbane River which flowed into and rose up from Ferny Gully (located approximately 200 metres to the rear of your property) and travelled overland to inundate your property on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Aitkinhead St
BUNDABERG QLD 4670

Dear Mr and Mrs [REDACTED]

Your AAMI building insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Aitkinhead St, Bundaberg QLD 4670 on 29 December 2010.

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 flood water escaping and overflowing from the Burnett River at the time (29 December 2010) your property was affected. We enclose a copy of this report.

Your AAMI Building 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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the Burnett River approximately 800m to the west of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property via a constructed open channel approximately 100m to the north of your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Ward Place
Emerald 4720

Dear [REDACTED],

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home contents at [REDACTED] Ward Place Emerald 4720 on 30 December 2010.

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 Hydrologist Area Report from WRM Water Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoia River from 29 December 2010 to 3 January 2011. We enclose a copy of the report for your information.

We also obtained an individual Water Damage Assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We enclose a copy of this assessment for your perusal.

Your Insurance Policy:

Your Home Contents Insurance Policy Product Disclosure Statement (PDS) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', provides that 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 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."

It also states:

"You are not covered for:

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 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 Home Contents Insurance Policy PDS further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 have 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.aumailto:.

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 the decision of our Consumer Appeals Service. 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 Unwin
Technical Event Claims Manager - Queensland

22 February 2011

[REDACTED]
PO Box 2488
EMERALD QLD 4720

Dear [REDACTED]

Claim Number [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home contents at [REDACTED] Dundas Street, Emerald QLD 4720 on the 31st December 2010.

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 Hydrologist Area Report from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoa River from 29/12/2010 to 3/01/2011. We enclose a copy of the report for your information.

We also obtained an individual Water Damage Assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We enclose a copy of this assessment for your perusal.

Your Insurance Policy:

Your Home Contents Insurance Policy Product Disclosure Statement (PDS) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', provides that 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 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.”

It also states:

"You are not covered for:

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 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 Home Contents Insurance Policy PDS further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 have the appropriate experience, knowledge and authority to carry out a review.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

23 February 2011

[REDACTED]
[REDACTED] Judith Grove
EMERALD QLD 4720

Dear [REDACTED]

Claim Number [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home contents at [REDACTED] Judith Grove Emerald 4720 on the 1st 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 Hydrologist Area Report from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoa River from 29/12/2010 to 03/01/2011. We enclose a copy of the report for your information.

We also obtained an individual Water Damage Assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We enclose a copy of this assessment for your perusal.

Your Insurance Policy:

Your Home Contents Insurance Policy Product Disclosure Statement (PDS) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', provides that 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 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."

It also states:

“You are not covered for:

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 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 Home Contents Insurance Policy PDS further states in the section “**What we do not cover – general exclusions**” on page 22:

“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 Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 have the appropriate experience, knowledge and authority to carry out a review.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Hinkler Street
Bundaberg QLD 4670

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Hinkler Street, Bundaberg QLD on 29 December 2010.

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

We also thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. The report indicates that the inundation was caused by flood water escaping and overflowing from the Burnett River at the time (Thursday, 30 December 2010) your property was affected. Please find **enclosed** a copy of this report for your records.

Geography:

We understand that your property is situated approximately 950m north of the Burnett River which runs through the township of Bundaberg.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest BOM recording station to your property is the Bundaberg Aero Rainfall Station. The relevant rainfall data is included in the **enclosed** WRM onsite hydrology report. Rainfall data leading up to 30 December indicates that there was heavy rainfall over 27 and 28 December 2010.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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 publically available aerial mapping, it is our view that the damage to your property was caused by flood. Specifically, the Burnett River located approximately 950m south of your property has risen and overflowed due to the heavy rains in the area, causing floodwaters to travel overland and inundate your property.

Furthermore, the WRM onsite hydrology report concludes that the source of inundation to your property was overland floodwater from the Burnett River. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Further, the WRM report concludes that whilst your fridge/freezer was not inundated directly by floodwaters from any water course, the proximate cause of damage to the power box supplying power to the fridge/freezer was the inundation of floodwater from the Burnett River. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim for spoiled food is not covered on this occasion.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

4 April 2011

[REDACTED]
[REDACTED] antitha Street
Bundaberg QLD 4670

Dear Mrs [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] antitha Street, Bundaberg QLD on 30 December 2010.

We thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. Their report indicates that the inundation was caused by floodwater escaping and overflowing from the Burnett River and Saltwater Creek at the time (Thursday, 30 December 2010) your property was affected. Please find **enclosed** a copy of this report for your records.

Geography:

We understand that your property is situated approximately 300m to the south of Saltwater Creek, which is a tributary of the Burnett River.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at the Bundaberg Airport. Rainfall data leading up to 30 December 2010 indicates that there was heavy rainfall over 27 and 28 December 2010. The relevant rainfall data is included in the **enclosed** WRM onsite hydrology report.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

"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 publically available aerial mapping, it is our view that the damage to your property was caused by flood. Specifically, Saltwater Creek which is a tributary of the Burnett River and located approximately 300 m north of your property, has risen and overflowed causing floodwaters to travel overland and inundate your property. Furthermore, the WRM onsite hydrology report concludes that the source of inundation to your property was floodwater overflow caused by Burnett River floodwater backing up Saltwater Creek. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

11 May 2011

[REDACTED]
George Street
BUNDABERG QLD 4670

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] George Street Street, Bundaberg QLD.

We thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. Please find **enclosed** a copy of this report for your records.

Geography:

We understand that your property is situated approximately 200 m to the south east of Saltwater Creek, which is a tributary of the Burnett River and runs through the township of Bundaberg.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at the Bundaberg Airport. Rainfall data leading up to and including 28 December 2011 indicates that there was heavy rainfall in your area which caused the Burnett River to break its banks and overflow into Saltwater Creek, which in turn broke its banks and overflowed into nearby properties. The relevant rainfall data is included in the **enclosed** WRM onsite hydrology 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 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 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 publically available aerial mapping, it is our view that the damage to your property was caused by flood. Specifically, Saltwater Creek which is a tributary of the Burnett River and located approximately 200 m north west of your property, has risen and overflowed causing floodwaters to travel overland and inundate your property. Alternatively, we accept that a minor contribution to the overall flooding of your house may have come from stormwater water escaping stormwater drains, at the time of the main flood event. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain or drains. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

17 March 2011

[REDACTED]
[REDACTED] Foster Street
North Rockhampton Qld 4701

Dear Mrs [REDACTED]

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [enter the site's full address] on the 2 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 also obtained a Hydrologist Area Report from WRM Water + Environment Pty Ltd on the cause and timing of inundation in the area of your home and contents. Their report shows that the inundation was caused by flood water escaping and overflowing from the Fitzroy River involved from 27 January 2010 to mid January 2011. We enclose a copy of the report for your information.

We also obtained an individual water damage assessment of your claim by WRM Water + Environment Pty Ltd, confirming the inundation was caused by flood. We also enclose a copy of this assessment

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, 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."

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 9 and 13) and for your Home Contents Insurance Policy (on pages 17, 19 and 21) under the headings, "**You are not covered for**", provides that you are not covered for:

"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 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. "**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:

flood"

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home building and home contents was caused by flood. As your policies do not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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.

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Yours sincerely,

jenna zimmermann

Technical Event Claims Manager - Queensland

14 March 2011

[REDACTED]
[REDACTED] Pryor Place
EMERALD QLD 4720

Dear [REDACTED],

Claim Number [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home contents at [REDACTED] Pryor Place Emerald 4720 on the 31 December 2010.

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 Hydrologist Area Report from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoa River from 29 December 2010 to 3 January 2011. We enclose a copy of the report for your information.

We also obtained an individual Water Damage Assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We enclose a copy of this assessment for your perusal.

Your Insurance Policy:

Your Home Contents Insurance Policy Product Disclosure Statement (PDS) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', provides that 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 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."

It also states:

"You are not covered for:

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 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 Home Contents Insurance Policy PDS further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 have 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.aumailto:.

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Yours sincerely,


jenna.zimmermann

Technical Event Claims Manager - Queensland

7 March 2011

[REDACTED]
[REDACTED] Pryor Place
EMERALD QLD 4720

Dear [REDACTED]

Claim Number [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home contents at [REDACTED] Pryor Place Emerald 4720 on the 31 December 2010.

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 Hydrologist Area Report from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoa River from 29 December 2010 to 3 January 2011. We enclose a copy of the report for your information.

We also obtained an individual Water Damage Assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We enclose a copy of this assessment for your perusal.

Your Insurance Policy:

Your Home Contents Insurance Policy Product Disclosure Statement (PDS) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', provides that 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 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.”

It also states:

"You are not covered for:

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 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 Home Contents Insurance Policy PDS further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 have the appropriate experience, knowledge and authority to carry out a review.

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Yours sincerely,


Jenna Zimmermann

Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Quay Street
ROCKHAMPTON QLD 4700

Dear Mrs & Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Quay Street Rockhampton 4700 on 29 December 2010.

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 Hydrology Area Report from hydrologists WRM Water and Environment. This firm has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Fitzroy River from 27 December 2010 to mid January 2011. We enclose a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Fitzroy River, which is located approximately 150m north east of your property. As your policy does not cover loss of damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

7 March 2011

[REDACTED]
[REDACTED] Turner Road
ROCKHAMPTON QLD 4700

Dear [REDACTED]

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [REDACTED] Baker St Emerald 4720 on the 31 December 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 also obtained a Hydrologist Area Report from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home and contents. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoa River from 29 December 2010 to 3 January 2011. We enclose a copy of the report for your information.

We also obtained an individual water damage assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We also enclose a copy of this assessment.

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, 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."

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 9 and 13) and for your Home Contents Insurance Policy (on pages 17, 19 and 21) under the headings, "**You are not covered for**", provides that you are not covered for:

"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 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. "**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:

flood"

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home building and home contents was caused by flood. As your policies do not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 Appeals Service is independent of this Department and has the appropriate experience, knowledge and authority to carry out a review.

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Yours sincerely,

jenna zimmermann

Technical Event Claims Manager - Queensland

7 March 2011

[REDACTED]
[REDACTED]
EMERALD QLD 4720

Dear [REDACTED]

Claim Number [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home contents at [REDACTED] Dawn Crescent, Emerald 4720 on the 30 December 2010.

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 Hydrologist Area Report from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoa River from 29 December 2010 to 3 January 2011. We enclose a copy of the report for your information.

We also obtained an individual Water Damage Assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We enclose a copy of this assessment for your perusal.

Your Insurance Policy:

Your Home Contents Insurance Policy Product Disclosure Statement (PDS) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', provides that 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 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."

It also states:

“You are not covered for:

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 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 Home Contents Insurance Policy PDS further states in the section “**What we do not cover – general exclusions**” on page 22:

“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 Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 have the appropriate experience, knowledge and authority to carry out a review.

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Yours sincerely,

jenna zimmermann

Technical Event Claims Manager - Queensland

17 March 2011

[REDACTED]
[REDACTED] Ellis Street
BERSERKER QLD 4701

Dear [REDACTED]

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [REDACTED] Ellis Street Berserker 4701 on 1 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 also obtained a Hydrologist Area Report WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home and contents. Their report shows that the inundation was caused by flood water escaping and overflowing from the Fitzroy River from 27 December 2010 to mid January 2011. We enclose a copy of the report for your information.

We also obtained an individual water damage assessment of your claim by WRM Water & Environment Pty Ltd confirming the inundation was caused by flood. We also enclose a copy of this assessment]

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, 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."

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 9 and 13) and for your Home Contents Insurance Policy (on pages 17, 19 and 21) under the headings, **"You are not covered for"**, provides that you are not covered for:

"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 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. **"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:

flood"

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home building and home contents was caused by flood. As your policies do not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We have reviewed our assessor's report in relation to the guttering at the rear of your home. We accept the assessor's description of the failure of this gutter, and confirm its cause of failure was extensive rust along the join line. We must confirm that your AAMI Home Building Policy does not cover damage arising from rust (please refer to page 14), and in this instance we must advise you that your policy will not respond to this component of your claim.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 Appeals Service is independent of this Department and has the appropriate experience, knowledge and authority to carry out a review.

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Yours sincerely,

jenna zimmermann

Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Fagg Street
BUNDABERG QLD 4670

Dear Mr & Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Fagg Street, Bundaberg QLD on 29 December 2010.

We thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. Their report indicates that the inundation was caused by floodwater escaping and overflowing from the Burnett River and Paddy Creek, at the time (Wednesday, 29 December 2010) your property was affected. Please find **enclosed** a copy of this report for your records.

Geography:

We understand that your property is situated between Paddy Creek, which is located to the north of your property and the Burnett River, which is located to the south of your property.

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 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 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 publically available aerial mapping, it is our view that the damage to your property was caused by flood. We are satisfied that the house and shed on your property were inundated above floor level by floodwaters overflowing from the Burnett River. We further accept that it is possible that your property was initially inundated by Burnett River water backing up Paddy Creek from the north east. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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Yours sincerely,



Peter Unwin
Technical Event Claims Manager - Queensland

18 April 2011

[REDACTED]
[REDACTED]
THEODORE QLD 4719

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your property located at [REDACTED] The Boulevarde, Theodore, QLD on or around 27 December 2010.

As you know, we appointed an Assessor to attend your property and inspect the damage and we thank you for allowing this to happen. We also thank you for providing us with a disc of coloured photographs of your damaged contents.

Geography:

We understand that your property is situated between Castle Creek and the Dawson River.

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 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 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 publically available aerial mapping, it is our view that the damage to your property was caused by flood. Specifically, Castle Creek and the Dawson River, both located within a short distance of your property, have risen and overflowed causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.

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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 Unwin
Technical Event Claims Manager - Queensland

5 April 2011

[REDACTED]
[REDACTED] Baker Street
EMERALD QLD 4720

Dear Mr [REDACTED]

Your AAMI contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents at [REDACTED] Baker Street Emerald 4720 on 6 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 Hydrology Area Report from hydrologists WRM Water and Environment. This firm has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from Nogoa River at the time your property was affected. We enclose a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

“You are not covered for:

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 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 further states in the section **“What we do not cover – general exclusions”** on page 22:

“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 Government mapping, it is evident that the damage to your building was caused by flood. Specifically, the Nogoia River to the south of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

9 May 2011

[REDACTED]
[REDACTED] Lathouras Court
Bundaberg QLD 4670

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Lathouras court, Bundaberg QLD on or around 29 December 2010.

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

We also thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. Please find **enclosed** a copy of this report for your records.

Geography:

We understand that your property is located approximately 80 metres to the east of Washpool Creek.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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 publically available aerial mapping, it is our view that the damage to your property was caused by flood. Specifically, Washpool Creek which is a tributary of the Burnett River and located approximately 80 m to the west of your property, has risen and overflowed causing floodwaters to travel overland and inundate your property. Furthermore, the WRM onsite hydrology report concludes that inundation was caused by Burnett River floodwater backing up Washpool Creek at the time (Wednesday, 29 December 2010) your property was affected. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Please note that our claims department will be in contact with you shortly to discuss the frozen food component of your claim.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

12 April 2011

[REDACTED]
[REDACTED] Victor Street
Allenstown 4700

Dear Mrs [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Victor Street Allenstown 4700 on 29 December 2010.

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 Hydrology Area Report from hydrologists WRM Water and Environment. This firm has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Fitzroy River on or about 29 December 2010. We enclose a copy of this report for your records.

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, it appears that the damage was caused by floodwater inundation from the Fitzroy River, located to the east of your property, on or about 29 December 2010. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

10 March 2011

[REDACTED]
[REDACTED] Alfred Street
ST GEORGE QLD 4487

Dear [REDACTED]

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [REDACTED] Alfred Street St George 4487 on the 10 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 also obtained an individual water damage assessment of your claim by WRM Water & Environment Pty Ltd. Their report shows that the inundation was caused by flood water escaping and overflowing from the Balonne River which peaked on 9 January 2011 at 13.2m. We enclose a copy of the report for your information.

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, 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."

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 9 and 13) and for your Home Contents Insurance Policy (on pages 17, 19 and 21) under the headings, "**You are not covered for**", provides that you are not covered for:

"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 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. **"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:

flood"

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home building and home contents was caused by flood. As your policies do not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

The acceptance of your claim for damage to your property in March 2010 was at AAMI's absolute discretion and was settled at the time as a Storm & Rainwater claim. We confirm that AAMI considers each claim for damage separately and is under no contractual obligation to accept a future claim as a consequence of any previous claim decisions.


Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 Appeals Service 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.aumailto:.

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 the decision of our Consumer Appeals Service. 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,


Technical Event Claims Manager - Queensland

11 April 2011

[REDACTED]
[REDACTED] Holberton Street
TOOWOOMBA QLD 4350

Dear Mrs & M [REDACTED]

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [REDACTED] Holberton Street Toowoomba 4350 on 10 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.

Assessment Report:

Cunningham Lindsey attended on 22 February 2011 to assess the damage to your property. Cunningham Lindsey has confirmed that rain water runoff caused inundation of the shed causing damage to contents stored within. Fencing was also affected by rainwater runoff. We also enclose a copy of this assessment report.

As part of your claim, you have submitted quotes for replacement of the content items which were stored within the shed that suffered water damage. You have also submitted a quote to pull-up and relay pavers in the driveway and to supply and lay replacement 'Peaches and Cream' rock around the shed.

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. **“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:

- Erosion or washing away of soil, earth or gravel
- Soil movement or settlement and
- The washing 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.”

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents stored within the shed was caused by an inundation of rainwater runoff. We have therefore been able to accept this part of your claim.

Based on the information we have obtained, we believe that the damage to the driveway has been caused by the washing away of soil, earth or gravel from under the pavers allowing them to move. In relation to the ‘Peaches and Cream’ rocks around the shed, we believe that these have been washed away by rainwater runoff.

As your policies do not cover loss or damage caused by the erosion or washing away of soil, earth or gravel, we regret to inform you that that portion of your claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 Appeals Service 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.

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Yours sincerely,



Peter Unwin
Technical Event Claims Manager - Queensland



7 March 2011

[REDACTED]
[REDACTED] Long Street
EMERALD QLD 4720

Dear [REDACTED]

Claim Number [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home contents at [REDACTED] Long Street Emerald 4720 on the 29 December 2010.

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 Hydrologist Area Report from WRM Water & Environment Pty Ltd on the cause and timing of inundation in the area of your home. Their report shows that the inundation was caused by flood water escaping and overflowing from the Nogoa River from 29 December 2010 to 3 January 2011. We enclose a copy of the report for your information.

We also obtained an individual Water Damage Assessment of your claim by WRM Water & Environment Pty Ltd, confirming the inundation was caused by flood. We enclose a copy of this assessment for your perusal.

Your Insurance Policy:

Your Home Contents Insurance Policy Product Disclosure Statement (PDS) on pages 16, 18, 19 and 21 under the heading 'What we cover – insured events', provides that 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 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."

It also states:

"You are not covered for:

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 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 Home Contents Insurance Policy PDS further states in the section "**What we do not cover – general exclusions**" on page 22:

"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 Claim:

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home contents was caused by flood. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.


Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 have 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.aumailto:.

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 the decision of our Consumer Appeals Service. 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,


Technical Event Claims Manager - Queensland

06 May 2011

[REDACTED]
[REDACTED] Tattler Court
MORAYFIELD QLD 4506

Dear Mr [REDACTED]

Your AAMI building and contents insurance claim: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Tattler Court, Morayfield 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. Thank you also for allowing a second assessment on 14 April 2011.

Geography:

We understand that your home is located approximately 100 metres north of Sheep Station Creek.

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 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 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, it is evident that the damage to your home and contents was caused by flood, as that term is defined in your AAMI policy.

Specifically, it appears that the damage was caused by floodwater inundation from the overflow of the Sheep Station Creek, which is some 100 metres to the south of your property on or around 11 January 2011. In this instance we advise that the policy's definition of flood includes the covering of normally dry land by water that:

- overflows from a creek, or
- cannot enter a creek because that creek is already full.

Accordingly, we accept that if any rainwater runoff or water escaping from nearby drains, within the vicinity of your home, did contribute to the local floodwater height, that height was achieved as a result of water joining the already heightened Creek level and its overflow.

Under Australian insurance law an insurer is not obliged to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and other water.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim has not been accepted.

Your right to have this decision reviewed:

You are entitled to have this decision 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.

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Yours sincerely,

Peter Unwin
Technical Event Claims Manager - Queensland

3 May 2011

[REDACTED]
[REDACTED] Whitsunday Court
UPPER CABOOLTURE QLD 4510

Dear Mr [REDACTED] and Mrs [REDACTED]

Your AAMI contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your contents located at [REDACTED] Beerburrum Rd, Elimbah 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.

However, we note that you declined our offer to attend your property and conduct a further on-site inspection and to talk to you. Despite this, we have made our decision on the information currently available to us and we are satisfied of the cause of loss as detailed below in our decision.

Geography:

We understand that your property is located in Elimbah and that King John Creek runs through your property adjacent to Beerburrum Road.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is Beerburrum Forest Station which indicates that 132.8mm of rainfall fell on 10 January 2011 and 180mm on 11 January 2011.

Your AAMI Contents Insurance Policy:

Your AAMI Contents Insurance Policy Product Disclosure Statement (your Policy) on pages 16, 18, 19 and 21 under the heading '**What we cover – insured events**', explains that 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 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."

It also states:

"You are not covered for:

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 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 further states in the section "**What we do not cover – general exclusions**" on page 22:

"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, it is evident that the damage to your contents was caused by flood. Specifically, we are satisfied that King John Creek has risen and overflowed causing floodwaters to inundate your property on or around the morning of 11 January 2011. Alternatively, we are satisfied that local stormwater runoff from around your property was unable to enter King John Creek because it was already full or overflowing.

Floods of these types are excluded by your policy and we confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and stormwater runoff. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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 mailto:

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 Unwin
Technical Event Claims Manager - Queensland

7 April 2011

[REDACTED]
[REDACTED] Brisbane Valley Hwy
TOOGOOLOWAH QLD 4313

Dear Ms [REDACTED]

Your AAMI building insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Brisbane Valley Hwy, Toogoolawah QLD 4313 on 10 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.

Geography:

We understand that Cressbrook Creek runs through the township of Toogoolawah and approximately 150m to the east of your property.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest rain station to your property is located at Toogoolawah Post Office. Rainfall data from the days leading up to and including January 10 indicates that there was heavy rainfall in your area.

Your AAMI Building Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (your Policy) (on pages 8, 12 and 13) under the heading, '**What we cover – insured events**' explains that you are covered for damage or loss to your home building 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) 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 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 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:

“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 Government mapping, it is evident that the damage to your building and contents (with the exception of damage as a result of water entry through the roof which is discussed below) was caused by flood. Specifically, Cressbrook Creek approximately 350m to the east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 10 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion for the damage caused by the flood.

In relation to the damage as a result of water entry through the roof we advise that this component of your claim is covered, subject to the relevant terms of your policy. We will 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:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

18 May 2011

[REDACTED]
[REDACTED] Queen Street
MARBURG QLD 4346

Dear Miss [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the damage to your building and contents located at [REDACTED] Queen Street, Marburg on or around 11 January 2011.

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

Geography:

We understand that Black Snake Creek is approximately 100m west of your property and flows from south to north. We also understand there is a watercourse (an unnamed tributary of Black Snake Creek) which runs from the south west and behind your property to converge with Black Snake Creek approximately 900m north of your property.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM) which provides an indication of the rainfall totals in your area at the time your property was inundated. It is noted that there was some rainfall in your area in the days leading up to significant rainfall events on 10, 11 and 12 January 2011.

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 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 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 Government mapping, it is evident that the damage to your building and contents was caused by flood. Specifically, the watercourse behind your property rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 11 January 2011.

As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

Please accept our apology for the delay in providing you with our decision.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

16 March 2011

Elyse & Nick Laszlo
[REDACTED] Mannikin Street
Narangba Qld 4504

Dear Mr & Mrs Laszlo,

Claim Number: [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at [REDACTED] Mannikin Street, Narangba Qld 4504 on 11 January 2011 at 12.00pm.

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 also obtained an individual water damage assessment of your claim by WRM Water & Environment Pty Ltd. Their report shows that the inundation was caused by flood water escaping and overflowing from Burpengary Creek, which peaked on 11 January 2011 at approx 12.35pm. We enclose a copy of the report for your information.

Your Insurance Policy:

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, 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."

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 9 and 13) and for your Home Contents Insurance Policy (on pages 17, 19 and 21) under the headings, "**You are not covered for**", provides that you are not covered for:

"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 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."

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents
Insurance Policy (on page 22) also states in the section. "**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:

flood"

Our Decision On Your Claim:

After careful consideration of the information and reports we have obtained, it is evident that
the damage to your home building and home contents was caused by flood. As your
policies do not cover loss or damage caused by flood, we regret to inform you that your
claim is not covered on this occasion.

Your Right to Have This Decision Reviewed:

If you are not satisfied with our response, 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 Appeals
Service 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 the decision of our Consumer Appeals Service. 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,

jenna zimmermann

Technical Event Claims Manager - Queensland

4 May 2011

[REDACTED]
[REDACTED] Donely Street
Oakey QLD 4401

Dear Mr and Mrs [REDACTED]

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Donely Street, Oakey QLD 4401 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 Hydrology Area Report from hydrologists WRM Water and Environment. This firm has investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Oakey Creek at the time (11 January 2011) your property was affected. We **enclose** a copy of this report for your records.

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 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 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 Government mapping, it is evident that the damage to your building and contents
was caused by flood. Specifically, it appears that the damage was caused by floodwater
inundation from the overflow of the Oakey Creek approximately 300 metres to the south east
of your property on or around 11 January 2011.

Alternatively, we accept that a minor contribution to the overall flooding of your house may
have come from storm water runoff, at the time of the main flood event. We confirm that
under Australian insurance law an insurer is not obligated to accept a claim for water
damage when that damage was caused by a mixture of floodwater (excluded under your
policy) and storm water runoff. As your policy does not cover loss or damage caused by
flood, we regret to inform you that your claim is not covered on this occasion.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

13 May 2011

[REDACTED]
[REDACTED] Donely Street
Oakey QLD 4401

Dear Mr and [REDACTED],

Your AAMI building and contents insurance claim [REDACTED]

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] Donely Street, Oakey QLD 4401 on 11 January 2011.

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

We also thank you for allowing an onsite hydrology investigation to be conducted by WRM Water and Environment. The report indicates that the inundation was caused by initial stormwater runoff followed by floodwater escaping and overflowing from the Oakey Creek at the time (11 January 2011) your property was affected. Please find **enclosed** a copy of this report for your records.

Geography:

We understand that your property is situated approximately 300 m north west of Oakey Creek which runs through the township of Oakey.

Rainfall Data:

We have obtained relevant rainfall data from the Bureau of Meteorology (BOM). The closest BOM recording station to your property is the Oakey Aero Rainfall Station. The relevant rainfall data is included in the **enclosed** WRM onsite hydrology report. Rainfall data leading up to and including 11 January 2011 indicates that there was heavy rainfall in the vicinity of your property.

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 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 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, viewing publically available aerial mapping and reviewing the documents you have provided, it is our view that the damage to your property was caused by initial stormwater runoff followed by a higher level of overland flood.

We are satisfied that the damage to your property located up to and including 10 cm above floor level in your rumpus room and up to and including 20 cm above floor level in your three sheds was not caused by overland flood. Rather, the damage was caused by stormwater runoff. On this basis we are pleased to inform you that your policy will cover this portion of your claim.

Unfortunately the information and reports we have obtained indicate that the damage to the remainder of your property (the higher portions) was caused by flood. Specifically, Oakey

Creek which is located approximately 300 m to the south east of your property has risen and overflowed causing floodwaters to travel overland and inundate your property. As your policy does not cover loss or damage caused by overland flood, we regret to inform you that this portion of your claim has not been accepted.

Your right to have this decision reviewed:

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.aumailto:

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 Unwin
Technical Event Claims Manager - Queensland

4 May 2011

[REDACTED]
[REDACTED]
[REDACTED] Jutland Street
OXLEY QLD 4075

Dear M [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 15 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 6 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you do not live anywhere near the Oxley creek and believe your place has been flooded due to storm water runoff. You advised the hydrologist report is technical but you are unable to see where it says the cause was flood waters. You advised you have a storm drain at the back of your house and advised the assessor said he could not see how the damage was from a body of water. You want the claim covered as damage was from storm water drains.

My Decision

I have read and considered all of the available material on your file including reports from the assessor, Hydrology Area Report and the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 6 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and Hydrology Area Report in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I acknowledge your assertions that you live nowhere near Oxley Creek and that the assessor has incorrect findings in the final report including your vicinity to swamp areas and creeks, comments you allegedly made in regards to rebuilding flooded properties as well as other non factual statements. I accept your assertion that if the decision has been made in any way to deny claim based on the assessors report it is incorrect. However, I can confirm the main basis of the decision has been based on the Hydrology Area Report and unfortunately I am bound by this Hydrology Area Report which states your property was inundated by flood waters escaping or overflowing from Oxley Creek.

I accept that the flood was caused by overflow of the Oxley Creek or one or more of its tributaries, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

28 July 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr Holmes,

RE: AAMI Claim Number: [REDACTED]

Your Reference: [REDACTED]

Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 18 July 2011.

The Policy

The claim has been lodged under an AAMI Home Contents Insurance Policy (the policy).

Page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Pages 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 12 January 2011 to advise that her whole house had been flooded.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your clients on 20 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 18 July 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Contents policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The AAMI Home Contents policy 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 contents policy booklet.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 20 April 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any

other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I note there is no dispute your client has received the relevant Product Disclosure Statement (Policy) containing the exclusions in the policy. However, you believe that flood is covered by the policy unless it is shown that there is an exclusion which has been clearly communicated to your client, which you allege has not been to your client in this matter. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act (the Act) to clearly inform your client of the relevant exclusion and the Corporations Act 2001 requiring clear, concise and effective disclosure..

Section 35 of the Act provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your client's policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

While I appreciate you believe your client's property was inundated by storm and rain water runoff I am satisfied there is no evidence before me to substantiate that view. As stated above I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 4 February 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' contents was caused by the overflow of the flooded Brisbane River which flowed into and flooded Ferny Gully, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

11 July 2011

[REDACTED]
[REDACTED] Aristotle Avenue
AUGUSTINE HEIGHTS QLD 4300

Email: [REDACTED]

Dear Mr [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that you were forced to evacuate the unit as the ground floor had been inundated by flood water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report on the extent of damage to your property. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 28 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you have concerns on the accuracy of the information contained in the Cunningham & Lindsey report, AAMI's letter and AAMI's reliance on the information provided in the Hydrology Area Report.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 28 March 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I have considered your opinion that the information contained in the AAMI letter is incorrect. However, I have viewed the relevant flood mapping and I accept that the flood was caused by floodwater inundation from the overflowing of the Oxley Creek which received significant volumes of floodwaters from the Brisbane River, causing it to rise and overflow. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

In regard to your comments relating to the Cunningham & Lindsey report, I accept you believe there are errors in the report. However, I note that the report provided by Cunningham & Lindsey formed only part of the evidence relied upon when considering your claim and I am satisfied these errors did not influence the outcome of your claim.

I have also considered your comments relating to the Hydrology Area Report AAMI has considered when determining whether your claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham & Lindsey on 29 January 2011, and therefore it is my view that the hydrology report can be taken into account when evaluating all the collective evidence relating to the event.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.


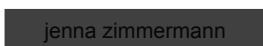
My decision represents AAMI's final decision in relation to your complaint. If you wish to pursue the complaint further you are entitled to apply to the Financial Ombudsman Service (the FOS). The FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments

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: info@fos.org.au

Yours faithfully,



jenna zimmermann

Dispute Resolution Officer



28 July 2011

[REDACTED]
Senior Solicitor/Consumer Advocate
Consumer Protection Unit Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Ms [REDACTED],

RE: AAMI Claim Number: [REDACTED]
Your Reference [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 19 July 2011.

The Policy

The claim has been lodged under an AAMI Home Contents Insurance Policy (the policy).

Page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Pages 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 13 January 2011 to advise that due to the floods water had damaged their contents.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your clients on 7 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 19 July 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The AAMI Home Contents policy 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 contents policy booklet.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 7 April 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any

other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I note your position that upon telephoning AAMI prior to the assessment that your clients were told to dispose of damaged items and take photographs as evidence of owning these items. You allege that as a result of AAMI's misrepresentations your clients have acted in reliance on that statement to their detriment. That is, a number of salvageable items were thrown out as AAMI would replace them and had your clients not have been told that they would have salvaged these items. You believe AAMI must pay for the consequences of these misrepresentations.

I can confirm your clients contacted AAMI on 14 and 17 January 2011 and AAMI made further contact with your clients on 17 January 2011. The claim messages recorded are as follows:

(please note: IO = Insured Owner)

14/01/2011

Mr insured c/b re disposing of contents, advised to make list, incl. model and serials and take photos of all items first.

Lee Bebbington, a/h claims assist, Melbourne

17.01.11

Inbound from Mr IO

- Mr IO has advised that he has taken photos and wanted address to forward these thru*
- Advised of QLD email address*
- Mr IO wanted to know when he will be contacted*
- advised cm to call ASAP but may be a couple of days*

17.1.11

intro call complete with Mr IO. 11.04am.

nil xs applies. 5% ncb effect applies. cts/pvs policy only

he: flood inundated home.

*** AAMI policy does not cover flood, claim to be assessed ***

- IO has many photos of damaged items.*
- home has been cleaned out.*
- items are outside.*

next: assessment.

Rachael Dobbie.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your clients had when speaking to AAMI about the damage to their contents. However I have confirmed AAMI Management's directives to Claims Assist staff were to advise customers the policy covers damage caused by stormwater runoff, but not damage caused by flood, meaning the inundation of normally dry land by water escaping from a watercourse or lake, for example

a river. Customers were to be referred to the policy booklet and website for specific wording surrounding the cover and informed that as there had been a significant volume of rain, they were encouraged to lodge a claim which would then be carefully assessed in order to determine whether the damage was caused by flood or stormwater runoff.

There is no evidence before me to indicate this directive from Management to staff was not followed. I am not satisfied your client were assured any loss or damage to their contents would be covered by their policy. I do not accept your clients' loss increased as a result of advice provided by AAMI.

I am satisfied that the evidence suggests from the phone conversations with your client, in particular with Rachael Dobbie on 17 January 2011 that your client advised the contents were left outside. I am also satisfied your clients were not advised that their claim was covered at any time. I accept that the onus is on the insured to mitigate any further losses after an event that may be covered under an insurance policy. That is, if contents items were salvageable or if your clients were unsure then they were required not to dispose of these items.

You dispute your clients received the relevant Product Disclosure Statements (Policy) containing the exclusions in the policy. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion. I have confirmed that a copy of the policy documentation was printed on 23 March 2010 and lodged via Australia Post on 31 March 2010. I can confirm a copy of AAMI Contents Insurance Policy was enclosed. I can also confirm the mail was not returned for any reason.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your client had when speaking to AAMI about the policy when it was taken out. However, I have confirmed AAMI Management's directives to staff are to advise customer's basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your client's policies are defined events

policies, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

While I appreciate you believe your client's property was inundated by storm and rain water runoff I am satisfied there is no evidence before me to substantiate that view. As stated above I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 26 January 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' contents was caused by the overflow of the flooded Stable Swamp Creek, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,



Robert Hazell
Dispute Resolution Officer

23 May 2011

[REDACTED]
[REDACTED] Mount Crosby Road
CHUWAR QLD 4306

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 17 January 2011 to advise that your house, at 97 Elanora Way, Karalee had been inundated by flood water.

AAMI appointed an external assessor, Cunningham & Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 14 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you assert the information contained in the Cunningham & Lindsey report is incorrect and state you were not

asked any of the questions at the assessment. You acknowledge that AAMI have the right to deny your claim, however you ask that AAMI do so on the correct information.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 14 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the answers to the questionnaire contained in the Cunningham & Lindsey report are incorrect, and whilst I acknowledge that the assessor may not have asked you these questions directly, I am satisfied that all of the information gathered regarding the cause of the damage is correct. I am guided not only by the expert qualified opinion of the external assessor but also the hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the Bremer River, which borders the south west end of your property, which rose and overflowed, causing floodwaters to travel overland and inundate your property. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

[Redacted Signature]

Dispute Resolution Officer

27 May 2011

[REDACTED]
[REDACTED] Koorringal Drive
JINDALEE QLD 4074

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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.

Page 10 of the Home Building policy provides you are covered for:

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.

The Home Contents policy provides an additional benefit of spoiled frozen food. Page 31 of the policy states (in summary) we will pay for spoilage of frozen food caused by failure of public electricity supply to your home. The most that we will pay for this benefit is \$400. No excess is payable.

The Claim

You contacted AAMI on 19 January 2011 to advise that your property had been affected by the recent flooding.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 28 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You wrote to my office on 7 May 2011 requesting a review of AAMI's decision with respect to two specific areas: the damage to your pontoon and food spoilage. You provided a copy of the report you obtained from Jetty Specialist advising the damage to your pontoon was caused by floating debris.

The matter was referred to AAMI management who accepted your claim for spoiled frozen food and settled you \$400 as per the policy benefit. However, advised they would not cover the damage to your pontoon as the policy does not cover impact caused by debris or caused by flood.

You remain dissatisfied with AAMI's decision to not cover the damage to your pontoon as you believe the damage is covered under the terms of the policy. On this basis you now request that I review the matter.

My Decision

I have read and considered all of the available material on your file including report you provided from Jetty Specialist.

I have also obtained a report from the external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the Brisbane area.

I have reviewed AAMI's letter dated 28 March 2011 which sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted for the reasons set out in your letter dated 7 May 2011.

In reviewing your claim and reasons for the denial I am guided by the expert qualified opinion of the hydrologist in this matter. I would like to bring to your attention the following extracts from the Hydrologist report which can be located at www.insurancouncil.com.au:

'Floodwaters moving down the Brisbane River over the period 9 to 14 January were made up of releases from Wivenhoe Dam and floodwaters from Lockyer Creek and the Bremer River. The water level response to these normal flood events in lower Lockyer Creek, in the lower Bremer River and in the lower Brisbane River was

dwarfed by the subsequent water level rise associated with releases from Wivenhoe Dam over the period 0600 hours on Tuesday 11 January to 0300 hours on the morning of Wednesday 12 January.

It is concluded that releases from Wivenhoe Dam was the principal immediate cause of flooding along the reach of the Brisbane River downstream of the Dam, along the lower reaches of Lockyer Creek and the Bremer River, and along tributaries further downstream.

Given that rainfall across the Brisbane City LGA had ceased by 1800 hours on Tuesday 11 January, any flooding after this time will have been caused by waterflow inundation from the Brisbane River and its tributary creeks, it being noted that inundation along the tributaries was associated with backwater flooding from the Brisbane River (which in turn was principally caused by the dam release flood from Wivenhoe Dam).

Flooding along the mainstream of the Brisbane River and along the lower tributaries was principally caused by releases from Wivenhoe Dam.

Floodwaters moving down the Brisbane River over the period Sunday to Friday 9 to 14 January were made up of dam release floodwaters from Wivenhoe and floodwaters from Lockyer Creek and the Bremer River.

I accept the current insurance law is that the proximate cause of a loss is the dominant or effective or operative cause, whether or not the last in time or the sole cause.

Based on the available evidence, it is my view that a number of storm and rainwater events over a long period of time contributed to the filling of the Wivenhoe Dam. Subsequent to the rising level of the Wivenhoe Dam I accept that it was human intervention in releasing water from the dam that caused a rapid flow of water which caused damage to your property. I accept that the dominant or effective cause of the damage was the rapid flow of river water. It is my view that the lateral force of water was strong enough to rip the pontoon out of its mooring.

I acknowledge you have obtained a report stating the damage was caused by impact from debris. However, unless it can be confirmed that the debris which caused the impact was one of the items covered by the policy, I am not satisfied that AAMI is liable to cover your claim.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your AAMI Home Building policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

Based on the information regarding the rapid flow of the Brisbane River, on balance I believe it is unlikely that all of the pontoons damaged during the flood event were impacted by debris. Rather, I accept that on balance the damage was caused by the

lateral force of the water. Further, there is no evidence to support that your pontoon was impacted by an item specifically covered by the policy.

I acknowledge there is no exclusion in the policy for rapid river flow. While I accept that an exclusion does not apply, I am satisfied an insured event has not caused damage to your property. In the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that AAMI is entitled to deny cover to the whole of the damage to your property.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

Jenna Zimmermann

Dispute Resolution Officer

18 April 2011

[REDACTED]
[REDACTED]
TARA QLD 4421

Dear Mr [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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.

Page 31 of the policy booklet provides that AAMI will pay for spoilage of frozen food caused by failure of electricity supply to your home to a limit of \$400.

The Claim

You contacted AAMI on 27 December 2010 to report it had been raining and water had entered your home, causing it to flood.

AAMI appointed a Suncorp Assessor, Greg Mickle, to attend your home to inspect the damage. Mr Mickle subsequently submitted a report stating that the damage to your property was due to flood.

After considering Mr Mickle's report, AAMI wrote to you on 31 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with AAMI's decision and you ask that AAMI cover the damage sustained to your contents, including the spoiled frozen food.

You now ask that I review this matter.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file, including Mr [REDACTED]'s report and Bureau of Meteorology Daily Weather Observations.

Damage to Building & Contents

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 31 March 2011 sets out the basis of the decision not to accept your claim. I understand that you have asked for your claim for the damage sustained to your contents to be accepted. However, I am guided by the expert qualified opinion of the assessor in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property and contents was caused by flood.

I accept that the flood was caused by the overflow of the Undullah Creek causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

Spoiled Frozen Food

Notwithstanding, I understand your food in your freezer was spoiled as a result of this event. The policy provides cover for additional benefits, such as 'Spoiled frozen food'. I accept the policy states that AAMI will pay for spoiled frozen food caused by failure of public electricity to your home other than because of industrial action.

I note AAMI has conducted enquiries into the failure of the electricity supply and was unable to substantiate their claim that flood (as defined in the policy) caused the electricity to fail, which therefore led to the spoilage of your food. In the circumstances, I am pleased to advise AAMI has agreed to accept and settle your claim for frozen food spoilage.

I have therefore returned the file to AAMI's Home Claims Department, who will contact you shortly to further process this aspect of the claim. Alternatively, you may contact AAMI's Home Claims Department during business hours on 13 22 44.


My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

24 May 2011

[REDACTED]
[REDACTED] Holberton Street
TOOWOOMBA QLD 4350

Email: [REDACTED]

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request to my office that I review AAMI's decision regarding your recent claim.

As previously advised, it is my role as a Dispute Resolution to review your complaint in accordance with AAMI's internal dispute resolution process.

Your Policy

Your claim has been made under an AAMI Home Building Insurance policy (the policy). In summary, the policy covers you for sudden and unexpected damage caused by the insured events listed on pages 8 to 13.

Page 14 (in summary) explains damage, loss, cost or liability caused by or arising from or involving structural failure or breakdown is excluded under all sections of the policy, as is damage, loss, cost or liability caused by or arising from or involving wear and tear, rust, deterioration or rot, erosion or washing away of soil, earth or gravel, soil movement or settlement.

Your Claim

You contacted AAMI on 10 January 2011 to advise your home had been flooded and damaged by a severe storm. You arranged for quotations to repair some of the damage and AAMI arranged for Cunningham Lindsey to attend and report on the extent of the damage.

Your claim was accepted and after considering the quotes and the report regarding the damage to the paving, AAMI contacted you to confirm that the damage had occurred due to the soil under the pavers being washed away and therefore dislodging and shifting the pavers. You also confirmed the rocks were loose gravel and these were also washed away in the storm. AAMI explained the policy does not cover damage caused by the washing away of

soil, earth or gravel. Further, the policy does not cover any damage associated with soil movement, settlement or erosion.

AAMI sent a letter to you on 11 April 2011 detailing their decision. You are dissatisfied with the decision and contacted my office via email on 4 May 2011. You state the policy covers you for storm and rainwater damage, and your paving was damaged by storm water flowing through your backyard due to the storm water drains overflowing. You state your driveway consists of brick paving and the damage was caused by extremely fast flowing storm water lifting the pavers from their surface. You dispute that the damage was caused by erosion which you believe occurs over time.

You now request that I review this matter.

My Decision

I have read all of the available material on the file.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your AAMI Home Building policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

It is no dispute that the proximate cause of the damage to your paving was caused by the storm. Rather, what is in dispute is whether AAMI is liable to cover the repair of the paving damage under your claim.

While I accept you believe the damage to the paving was a result of a storm and its subsequent deluge of water, it is my view the water from the storm caused the surrounding soil and sandy compacted fill to subside and wash away causing the paving to dislodge and shift. I am satisfied the policy is clear when it states any damage as a result of subsidence or the erosion or washing away of soil, earth or gravel is specifically excluded under the policy.

I accept the onus rests with you, the policyholder, to read your policy documents and ensure the cover provided meets your requirements. In the event that the information set out in these documents is incorrect, or if the cover you have purchased is inadequate, the onus remains with you to contact AAMI and complete the required amendments. I accept that upon lodging a claim you are bound by the terms and conditions of the policy.

I have considered your history with AAMI and I accept you have been a loyal customer. I thank you for choosing us as your insurer in the past and I hope you will continue to do so. While I empathise with your circumstances, AAMI has an obligation to all its stakeholders, including policyholders, to ensure claim decisions are made in accordance with the terms and conditions of the policy.

Consequently, I am satisfied AAMI's decision to not cover the damage to your paving is correct and in accordance with terms of your policy.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

Jenna Zimmermann

Dispute Resolution Officer

30 May 2011

[REDACTED]
[REDACTED]
HIGHGATE QLD 4101

Email: [REDACTED]

Dear Mr [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building Insurance Policy (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.

Page 10 of the policy provides you are covered for:

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.

The Claim

You contacted AAMI on 14 January 2011 to advise that your pontoon had been washed away.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your pontoon could have been caused by impact. AAMI

also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia regarding the cause of water inundation to the Brisbane River. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 18 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your pontoon was not caused by an insured event. Specifically, that an impact by an object covered by the policy had not caused the damage.

You wrote to my office on 29 April 2011 requesting a review of AAMI's decision. You referred to the report you obtained from Jetty Specialist advising the damage to your pontoon was caused by floating debris either natural and / or manmade. You remain dissatisfied with AAMI's decision to not cover the damage to your pontoon as you believe the damage is covered under the terms of the policy. On this basis you now request that I review the matter.

My Decision

I have read and considered all of the available material on your file including reports from the assessor, hydrologists, the report from Jetty Specialist along with the interactive flood map provided on the Queensland Government website.

I have reviewed AAMI's letter dated 18 April 2011 which sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted for the reasons set out in your letter dated 29 April 2011.

In reviewing your claim and reasons for the denial I am guided by the expert qualified opinion of the hydrologist in this matter. I would like to bring to your attention the following extracts from the Hydrologist report which can be located at www.insurancecouncil.com.au:

'Floodwaters moving down the Brisbane River over the period 9 to 14 January were made up of releases from Wivenhoe Dam and floodwaters from Lockyer Creek and the Bremer River. The water level response to these normal flood events in lower Lockyer Creek, in the lower Bremer River and in the lower Brisbane River was dwarfed by the subsequent water level rise associated with releases from Wivenhoe Dam over the period 0600 hours on Tuesday 11 January to 0300 hours on the morning of Wednesday 12 January.

It is concluded that releases from Wivenhoe Dam was the principal immediate cause of flooding along the reach of the Brisbane River downstream of the Dam, along the lower reaches of Lockyer Creek and the Bremer River, and along tributaries further downstream.

Given that rainfall across the Brisbane City LGA had ceased by 1800 hours on Tuesday 11 January, any flooding after this time will have been caused by waterflow inundation from the Brisbane River and its tributary creeks, it being noted that inundation along the tributaries was associated with backwater flooding from the

Brisbane River (which in turn was principally caused by the dam release flood from Wivenhoe Dam).

Flooding along the mainstream of the Brisbane River and along the lower tributaries was principally caused by releases from Wivenhoe Dam.

Floodwaters moving down the Brisbane River over the period Sunday to Friday 9 to 14 January were made up of dam release floodwaters from Wivenhoe and floodwaters from Lockyer Creek and the Bremer River.

I accept the current insurance law is that the proximate cause of a loss is the dominant or effective or operative cause, whether or not the last in time or the sole cause.

Based on the available evidence, it is my view that a number of storm and rainwater events over a long period of time contributed to the filling of the Wivenhoe Dam. Subsequent to the rising level of the Wivenhoe Dam I accept that it was human intervention in releasing water from the dam that caused a rapid flow of water which caused damage to your property. I accept that the dominant or effective cause of the damage was the rapid flow of river water. It is my view that the lateral force of water was strong enough to rip the pontoon out of its mooring.

I acknowledge you have obtained a report stating the damage was caused by impact from debris. However, unless it can be confirmed that the debris which caused the impact was one of the objects covered by the policy, I am not satisfied that AAMI is liable to cover your claim.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your AAMI Home Building policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

Based on the information regarding the rapid flow of the Brisbane River, I do not accept on the balance of probabilities that an impact occurred. I believe it is unlikely that all other pontoons or jetties damaged during the flood event were impacted by debris. Rather, I accept that on the balance of probabilities the damage was caused by the lateral force of the water. Further, as there is no evidence to support that your pontoon was impacted by an object specifically covered by the policy, I am satisfied AAMI is entitled to deny cover for the pontoon, walkway and associated items.

I acknowledge there is no exclusion in the policy for rapid river flow. While I accept that an exclusion does not apply, I am satisfied an insured event has not caused damage to your property. In the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that AAMI is entitled to deny cover to the whole of the damage to your property.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the

circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

27 April 2011

[REDACTED]
[REDACTED] Kipara Road
THAGOONA QLD 4306

Dear Mr [REDACTED],

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (Hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 7 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the nearest watercourse is 1.8 kilometres away.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 7 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of the O'Shea Gully causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

It is my understanding that you may have contradictory evidence refuting part or all of the hydrologists report which Peter Unwin, Manager of Investigations, has advised he will review once to hand. In the absence of sufficient evidence refuting the Hydrologist Area Report, the decision will be maintained that the claim is not accepted.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

8 April 2011

[REDACTED]
[REDACTED] Birkin Road
BELLBOWRIE QLD 4070

Dear Mr and Mrs [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 14 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 28 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you pay your insurance every year and believe AAMI should be covering you. You advised your home has been built one metre higher than the 1974 flood level and do not have the funds to fix the damage yourself.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 28 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the overflow of the Brisbane River causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

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Facsimile: (03) 96136399
Website: www.fos.org.au

Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

20 July 2011

[REDACTED]
Po Box [REDACTED]
CAIRNS QLD 4870

Dear Mrs [REDACTED]

RE: AAMI Reference: [REDACTED]

Thank you for your request that I review AAMI's decision regarding your recent claim.

It is my role as Dispute Resolution Officer to review a complaint in accordance with AAMI's internal dispute resolution process.

The Policy

Your claim has been made under an AAMI Strata Title Landlord Insurance Policy (the policy).

Your policy is designed to provide you with financial protection against sudden and unexpected loss or damage to your home caused by the events set out on pages 12 to 17 of your policy booklet.

In addition page 7 explains AAMI will pay to repair or replace loss or damage to your landlord fixtures and fittings, including fixed floor coverings, internal blinds and curtains, in your lot or unit that are not insurable by the body corporate. AAMI will pay up to the amount covered shown on the most recent of your policy schedule and your renewal notice.

Page 34 explains what happens when you claim on your AAMI policy. In summary AAMI discusses with you what is necessary to make good the loss or damage and then they will decide either to repair or replace your insured property or pay the cost of repairing or replacing the insured property up to the amount covered.

Page 46 explains the current amount covered is shown on the most recent of your insurance schedule and your renewal notice.

The Claim

You contacted AAMI on 19 January 2011 to lodge a claim for damaged caused by recent rain and flooding. AAMI lodged a claim for you and

arranged for external assessors, Cunningham & Lindsey to attend your property to inspect and report in the damage.

Upon receiving the Cunningham Lindsey report AAMI advised they would obtain a quote for their liability as your amount covered was \$10,000. At this time you also advised the tenants still resided in the property so loss of rent would not apply to the claim.

On 8 June 2011 AAMI received a telephone call from your property manager to advise H & A Home Repair Services (H & A) had attended the property without your knowledge and completed the repairs. However, upon making further enquiries you confirmed signing a contract with H & A as you were not aware of the \$10,000 amount covered. The cost of repairs was \$14,138.92 and AAMI advised they would only be liable up to your amount covered of \$10,000. As a result, any further costs including the hot water service would not be covered as the amount covered had already been exceeded.

You contacted my office unhappy with AAMI's decision. You stated the claim was to be cash settled however the repairer arrived and advised AAMI had authorised repairs to be carried out. You advised you have also paid for the hot water system (\$1485), reconnection fee (\$111.38) and had the garage fixed (\$110). You stated that if you had been cash settled as initially discussed you would have arranged repairs for less than amount charged by H & A but as they were authorised by AAMI you allowed them to carry out repairs.

The matter was referred back to AAMI management for further review. You were advised your amount covered is \$10,000 which was already exceeded. Therefore AAMI would not pay anything further on the claim. You did not agree and believe the contents should have been paid first or you should have just received the \$10,000 as you believe you could have had the repairs and contents for this amount.

As you have remained dissatisfied with AAMI's decision the matter has been referred to my office for review.

My Decision

I have read and considered all of the information on your file.

Your AAMI Strata Title Landlord Insurance policy is a defined events policy and does not provide cover for all types of risk. I can confirm that the onus remains with you, the policyholder, to establish that a loss, which falls within the terms and conditions of your policy, has occurred.

I have reviewed your policy and confirm the amount covered of \$10,000 is the maximum amount available for fixture and fittings and contents on this claim. I accept the policy clearly states you are covered up to the amount covered as stated on your insurance certificate.

I have reviewed the claims process and the fact an AAMI builder proceeded with repairs when only asked to provide a quotation. I accept there is no dispute that repairs were carried out to the amount of \$14,138.92 which is well over your amount covered. I accept that you signed a contract with the repairer as you were unaware of the amount covered at the time.

While I accept you have received a settlement of your claim over your amount covered, I am satisfied that this does not necessitate that further costs be paid by AAMI. That is, any costs you have further incurred will not be met by AAMI as the amount covered of \$10,000 has been exceeded.

I have discussed the matter with AAMI management as to who will bear the cost of the amount over and above the amount covered of \$10,000. I have been given no indication that AAMI is seeking reimbursement of this from any party. However if AAMI or any other party ask that this extra cost is to be borne by you, you are entitled to a further review by my office on this aspect.

Accordingly, I am satisfied AAMI's decision is correct under the terms of the policy.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

Telephone: 1300 780 808
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Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

18 May 2011

[REDACTED]
[REDACTED] Ellis Street
BERSERKER QLD 4701

Dear M [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 6 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist, WRM Water & Environment (WRM) to confirm the cause of the water inundation.

After considering the reports, AAMI wrote to you on 17 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood which is specifically excluded from cover.

You have requested a review of AAMI's decision as the neighbour across the road has been covered for sewerage and you have had the same sewerage issue causing similar damage. You advised you were put into accommodation by AAMI and was under the impression this was due to the fact that you were going to be covered for the claim. You advised the sewerage came up through

the toilet and man hole but there was nothing in denial letter about the sewerage damage so you believe you should be covered.

The matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 17 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood.

I accept that the damage was caused by the overflow of the Fitzroy River causing water to inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I have made enquiries into your statement that a neighbour from across the road was covered. I can confirm that coverage of this neighbour's claim was an administrative error which should not have been covered. However AAMI are not obligated and will not apply that error to correctly determined decisions within the Berserker / Rockhampton area and apologise for concern that this has caused you.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.


My decision represents AAMI's final decision 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

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MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,



Robert Hazell
Dispute Resolution Officer



10 August 2011

[REDACTED]
Solicitor
Consumer Credit Legal Centre
PO Box 538
SURRY HILLS NSW 2010

Dear Mr [REDACTED]

RE: AAMI Claim Numbers: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 29 July 2011. My review is further to my letter to your clients dated 8 June 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients have lodged two claims with AAMI for water damage to their property. Claim 6702769800 is for damage attributed to rainwater entry and claim 6718831700 is for floodwater inundation.

Your clients were advised AAMI would consider both claims, as whilst damage caused by storm and rainwater is covered by the policy, damage caused by flood is not.

AAMI subsequently declined claim 6718831700 on the basis of it being attributed to flood damage. In regard to 6702769800, AAMI accepted the damage it agreed was caused by the insured events of storm and rainwater and issued a claim settlement accordingly:

Your clients have engaged the services of Consumer Credit Legal Centre. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission.

Regarding your position that AAMI did not clearly inform your clients of the flood exclusion in the policies by providing a policy booklet prior to inception of the policy, I am satisfied AAMI previously posted the relevant policy booklets to your clients when required to do so. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your clients the relevant documentation when required to do so. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under

the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policies, subject to any exclusions. 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 booklets. I do not agree with your assertion AAMI failed to clearly inform your client of the flood exclusion and I am satisfied AAMI is entitled to rely upon the exclusion.

I note AAMI accepted the damage it agreed was caused by the insured events of storm and rainwater and issued a claim settlement accordingly. It is my view this was the appropriate course of action.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted on behalf of AAMI and that the hydrology report formed only part of the evidence relied upon to determine cover. It is my view it can be taken into account when evaluating the collective evidence relating to the event.

In summary, I accept that the damage to your clients' home and contents that AAMI has declined was caused by flood and I am satisfied the policy clearly provides that flooding as defined is not covered.


Whilst I empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept damage caused by flood is correct.

My decision represents AAMI's final decision in relation to your client's complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

9 May 2011

[REDACTED]
[REDACTED] Adelong Avenue
THAGOONA QLD 4306

Dear Mr. & [REDACTED]

RE: AAMI Claim Number [REDACTED]

I refer to your recent request that my office review AAMI's decision relating to the above claim.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

Prior to me completing my review of this matter, I was notified AAMI had further considered the information relating to the event that caused damage to your home and contents and agreed to accept the claim.

Accordingly, I have withdrawn the dispute and returned your file to the Home Claims department to enable the settlement arrangements to be made.

Yours faithfully,

[REDACTED]
AAMI Customer Ombudsman

25 May 2011

Mr [REDACTED]
[REDACTED] Elmes Road
ROCKLEA QLD 4106

Dear Mrs. [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 contacted AAMI on 14 January 2011 to report flood water entry at your property on 12 January 2011, rising to approximately 2 metres and making the home inhabitable.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report and flood maps, AAMI advised you the claim was not for acceptance, with the exception of damage caused by rainwater entering via the upstairs windows, which would be covered. A letter confirming the decision was sent to you on 21 April 2011.

AAMI's decision was made on the basis the remaining damage to your home and contents (other than that caused by rainwater entering via the upstairs windows) was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You consider AAMI's decision not to cover the remaining damage is incorrect, as you state the water came from storm water drains and not from the river.

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 AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 21 April 2011 sets out the basis of the decision not to accept your claim for damage other than that caused by rainwater entering via the upstairs windows. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the remaining damage or some part of it was caused by an event covered under the policy such as rainwater, I accept that the whole of the damage to your home and contents was caused by flood.

I accept that this was caused by the overflow of the Brisbane River. The evidence indicates the water travelled over land and inundated your property and I also accept that the policy clearly provides that this occurrence is not covered.


I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover the aspect of your claim in dispute is correct.

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

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Facsimile: (03) 96136399
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Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

3 May 2011

[REDACTED]
[REDACTED] Allandale Drive
DUBBO NSW 2830

Dear Mr [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 29 December 2010 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a Hydrology Area Report for Theodore dated January 2011 from WRM Water and Environment Pty Ltd (WRM) to confirm the cause of water inundation at your property of 48 Fifth Avenue, Theodore 4719.

After considering the reports, AAMI wrote to you on 11 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision on the basis you believe the damage should be covered.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and the hydrologist along with the interactive flood map provided on the Queensland Government website

The AAMI Home Building policy provides 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 page 13.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 11 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the assessor's report and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by flood water escaping and overflowing from the Dawson River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.


Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

15 June 2011

[REDACTED]
[REDACTED] Boyle Road
PULLENVALE QLD 4069

Dear Mr & Mrs [REDACTED],

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 19 January 2011 to advise that your home had been inundated by flood water from both the Brisbane River and Pullen Pullen Creek.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 19 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you have concerns on the accuracy of the information contained in AAMI's letter. You advised the flood

came from the Brisbane River located to the South East of your home and Pullen Pullen Creek which is to the North West of your home.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 13 May 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I have considered your opinion that the information contained in the AAMI letter is incorrect. However, I have viewed the relevant flood mapping and I accept that the flood was caused by overland floodwaters from the Pullen Pullen Creek, which is located approximately 200 metres to the east of your property. Further, I note that when you lodged the claim you advised AAMI your property had been inundated by floodwater from both the creek and the river.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.


My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

12 August 2011

[REDACTED]
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Ms. [REDACTED]

RE: AAMI Claim Number [REDACTED]
Your Reference: MAF (flood): [REDACTED]
Clients: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 26 July 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 11 January 2011 to lodge a claim for flood water damage to their property.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report on the extent of damage to the property. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your office on 12 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your clients' home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 26 July 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms and conditions of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The AAMI Home Building and Contents policies provide cover for loss and damage caused by storm and rainwater, but specifically provide that loss or damage caused by flood are not covered. I accept that this is clearly set out in the home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 12 May 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I acknowledge your assertion that your clients' experienced a similar event in 2009 which was covered by AAMI and therefore AAMI should cover the damage as a result of this event. I must advise that each claim is assessed and reviewed on its own merits and in this instance AAMI established flood to be the cause of damage and declined your clients' claim as their policy does not cover damage caused by flooding.

You state that AAMI staff had a duty of utmost good faith to inform your clients of the unsuitability of the insurance cover selected during consultation with them. You assert AAMI has failed in its statutory responsibility to treat your clients with 'utmost good faith' as required by section 13 of *The Insurance Contracts Act 1984* (ICA).

I am satisfied that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and therefore section 69(2) of the ICA provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days of commencing cover is sufficient. I note that you do not dispute that your clients were provided with a copy of the policy documentation, therefore I accept that your clients were issued the policy documents AAMI was required to send.

Your clients' policy is defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your clients, the policyholders, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in the documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your clients to contact AAMI and complete the required amendments or find alternate cover.

I have considered your assertion that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building).


Accordingly, I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

I have also considered your argument that the damage to your clients' property was caused by storm and rainwater run-off. I accept that in order to claim for storm water runoff damages to the home and contents, the onus is with your clients to establish, on balance of probabilities, this occurred prior to flood water, or mixed flood and storm water, damaging them. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain or storm water. Whilst I acknowledge it is your view that your clients' property was inundated by storm water runoff, I am satisfied there is no evidence before me to substantiate that view. As previously noted, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

In summary, I accept that the damage to your clients' home and contents was caused by overland floodwaters from Burpengary Creek mixed with storm water runoff and water which escaped from nearby street drains. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

Yours faithfully,


Dispute Resolution Officer

CONSUMER APPEALS SERVICE

16 June 2011

[REDACTED]
[REDACTED]
[REDACTED] Lancelot St
TENNYSON QLD 4105

Dear Mr. & Mr [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request to have your claim reviewed through AAMI's internal dispute resolution (IDR) process.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR 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 contacted AAMI on 13 January 2011 to report water entry at your property on 11 January 2011.

A claim was lodged and 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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report and flood maps, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you on 30 March 2011.

AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

Consumer Appeals Service
447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744. AFSL No. 238173



A02377 01/03/11 A

You are dissatisfied with the outcome of this claim. You have provided a Statutory declaration advising on Wednesday 12 January 2011 at approximately 5.15am the storm water drain was overflowing and the water was inundating the back yard. It stated from approximately 6:00am, the front pipe was overflowing too and upon departing the home at approximately 8.30am, water from the overflowing storm water drains was about to reach the floorboards in the house.

You also submit AAMI cannot rely on the hydrology report to determine the cause of damage at your property as it is not site specific and you submit the assessment report information does not match the information in AAMI's letter of 30 March 2011. You consider AAMI should accept the claim on the basis the initial damage was caused by pipe backflow early on 12 January 2011 and that the floodwater inundation did not occur until 13 January 2011.

You have now requested I review the matter.

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 AAMI's decision and the reports they considered, along with the accounts set out by you in your statutory declaration and correspondence to my office. However I am guided by the expert evidence to hand in this matter, being the Cunningham Lindsay and hydrology reports and in the absence of any other contradictory expert evidence to prove the damage or some part of it was initially caused by an event covered under the policy such as water escaping from drains, I accept that the whole of the damage to your home and contents was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted on behalf of AAMI and that the hydrology report formed only part of the evidence relied upon to determine cover. It is my view it can be therefore taken into account when evaluating the collective evidence relating to the event.

Whilst I acknowledge the information set out in your correspondence provides a different account of what AAMI's letter says occurred, I believe supporting evidence from suitably qualified professionals is required to refute the information relied upon by AAMI. If you are to provide evidence from a person suitably qualified to substantiate the information you have provided in

your letter, I accept it may assist in bringing into question the current findings being relied upon.

When claiming against your policy, the onus rests with you, the policyholder, to establish that your property has been damaged by one of the insured events covered under your policy.

Based on the evidence presently to hand, I am satisfied AAMI have established, on balance, the damage to your home and contents was caused by flood.

I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

1 June 2011

[REDACTED]
[REDACTED] Lancelot Street
TENNYSON QLD 4105

Dear Mr [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that your house had been inundated by water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 12 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the water came out of the drains and therefore the damage should be covered.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 12 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overland floodwaters from Oxley Creek, which is located approximately 500 metres to the west of your property, which overflowed and inundated your property on or around 12 January 2011. I acknowledge that an insignificant amount of floodwater may have escaped from nearby drains around your property however, I am satisfied that any drain escape water would have promptly mixed with overland floodwater rising over Lancelot Street and other surrounding streets.

I note that under Australia law an insurer is not obligated to accept a claim for water damage with the damage was caused by a mixture of floodwater and water escaping from a drain. I accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

17 May 2011

[REDACTED]
[REDACTED] Junction Road
KARALEE QLD 4306

Email: [REDACTED]

Dear Ms [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your house had been inundated by flood water and the water level was expected to rise.

AAMI appointed an external assessor, Cunningham & Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 27 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe when you

lodged the claim with AAMI you were advised you were covered for flood damage.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 27 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the Brisbane River located approximately 750 metres south east of your property which had risen and overflowed, causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I have also reviewed your assertion you were advised that you were covered for flood damage when you lodged the claim. I have reviewed your claim messages and cannot confirm the details of the conversations you had with the operator at the time of lodging the claim. I am satisfied the AAMI operator would not have told you were covered for something that is specifically excluded from the policy. Even if such an assurance was provided, I believe it would have been general information and not an absolute assurance you would be covered. In any event, I must advise that the onus remains with you the policyholder, to read the booklet and ensure that the cover provided meets your requirements.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.


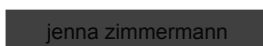
My decision represents AAMI's final decision in relation to your complaint. If you wish to pursue the complaint further you are entitled to apply to the Financial Ombudsman Service (the FOS). The FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments 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:


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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,



jenna zimmermann

Dispute Resolution Officer



27 April 2011

[REDACTED]
PO Box 1060
OXLEY QLD 4075

Dear Mr [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that your home had been inundated by flood water.

AAMI appointed an external assessor Cunningham Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a Hydrology Area Report that had been jointly issued by three established hydrology firms (hydrologist) to confirm the cause of the water inundation.

After considering the reports, AAMI wrote to you on 29 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and believe the result of the flood water inundation was the poor condition of nearby properties and the inland 'tsunami' that devastated Toowoomba. You have now asked that I review the matter.

My Decision

I have read and considered all of the available material on your file including reports from the external assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Building and Contents Insurance 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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 29 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept the flood was caused by flood water overflowing from Oxley Creek and may ultimately be a result of a water discharge from the Wivenhoe Dam, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

[REDACTED]

Dispute Resolution Officer

8 April 2011

Miss [REDACTED]
[REDACTED]
EMERALD QLD 4720

Dear Miss [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 2 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an assessor Pollock Campbell who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist WRM Water & Environment (WRM) to confirm the cause of the water inundation.

After considering the reports, AAMI wrote to you on 23 February 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you are entitled to initiate as you believe the damage should be covered.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 23 February 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of the Nogoia River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

18 April 2011

[REDACTED]
[REDACTED]
[REDACTED] Horizon Drive
WESTLAKE QLD 4074

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 29 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

Your daughter, [REDACTED] contacted my office to request a review of AAMI's decision. Ms [REDACTED] believed the water that entered your home had come from the drains that surrounded your property, rather than the lake which is a considerable distance away. Further, she advised your neighbour's saw the water rising from the

drainage. She also expressed concern that the hydrologist did not inspect the drainage in or around your property, rather the hydrologist only provided a general report for the entire Brisbane area. She therefore submits there have been issues with the drainage surrounding your property. In addition, Ms [REDACTED] advised individual hydrologist reports were obtained for units located at Beanland Street, which resulted in their insurer accepting part of their claims. She also explained that you were under the belief the damage sustained to your home would be covered under the policy. When considering the matter, Ms [REDACTED] asked that I consider your personal circumstances as well as your insurance history with AAMI.

You now ask that I review this matter.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website. I have also considered the documentation you submitted in relation to the drainage surrounding your property.

The AAMI Home Contents Insurance Policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 29 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. Whilst I acknowledge your neighbour's may have seen water uprising from the nearby drainage, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I understand you may have issues with the drainage surrounding your property. However, I accept that the flood was caused by overflow of the Westlake watercourse and the policy clearly provides that resultant flooding as defined is not covered.

I acknowledge the damage sustained to nearby units may have been accepted in part by their insurer, but I am unable to comment on another insurer's policy. Further, I accept each claim and each event must be considered in isolation.


Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

18 April 2011

[REDACTED]
[REDACTED]
[REDACTED] Horizon Drive
WESTLAKE QLD 4074

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 29 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

Your daughter, [REDACTED], contacted my office to request a review of AAMI's decision. [REDACTED] believed the water that entered your home had come from the drains that surrounded your property, rather than the lake which is a considerable distance away. Further, she advised your neighbour's saw the water rising from the

drainage. She also expressed concern that the hydrologist did not inspect the drainage in or around your property, rather the hydrologist only provided a general report for the entire Brisbane area. She therefore submits there have been issues with the drainage surrounding your property. In addition, [REDACTED] advised individual hydrologist reports were obtained for units located at Beanland Street, which resulted in their insurer accepting part of their claims. She also explained that you were under the belief the damage sustained to your home would be covered under the policy. When considering the matter, [REDACTED] asked that I consider your personal circumstances as well as your insurance history with AAMI.

You now ask that I review this matter.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website. I have also considered the documentation you submitted in relation to the drainage surrounding your property.

The AAMI Home Contents Insurance Policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 29 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. Whilst I acknowledge your neighbour's may have seen water uprising from the nearby drainage, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I understand you may have issues with the drainage surrounding your property. However, I accept that the flood was caused by overflow of the Westlake watercourse and the policy clearly provides that resultant flooding as defined is not covered.

I acknowledge the damage sustained to nearby units may have been accepted in part by their insurer, but I am unable to comment on another insurer's policy. Further, I accept each claim and each event must be considered in isolation.


Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

27 June 2011

[REDACTED]
[REDACTED] Springfield Drive
BURPENGARY QLD 4505

Dear Mr. & Mrs [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 contacted AAMI on 11 January 2011 to report your home had been affected by flood.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you on 3 May 2011.

AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You state a previous claim for identical circumstances was accepted in 2009. You have advised refusal of your current claim has put a great financial and emotional strain on

you and you request the matter be reviewed.

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 AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 3 May 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was caused by an event covered under the policy such as rainwater, I accept that the whole of the damage to your home and contents was caused by flood.

I accept that this was caused by the overflow of the Burpengary Creek. The evidence indicates the water travelled over land and inundated your property and I also accept that the policy clearly provides that this occurrence is not covered.

I have examined the details of your previous claim 5829898700, which was lodged on 20 August 2009 for water entering your shed. However, I note the description provided at that time was that rainwater had entered the shed and there was no mention on AAMI's system that the Creek had overflowed. I was unable to locate any record of an assessment occurring under that claim to verify the cause of the loss. Instead, it appears the claim was accepted under the insured event 'Storm and rainwater', on the verbal information provided by you and the evidence of loss you sent in for consideration. I do not consider this extends any onus on behalf of AAMI to accept a future claim if it falls outside the terms of the policy.


I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

1 June 2011

[REDACTED]
[REDACTED] Moores Pocket Road
MOORES POCKET QLD 4305

Dear [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request to have your claim reviewed through AAMI's internal dispute resolution (IDR) process.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR process.

The Policy

The claim has been lodged under AAMI's Home Building Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 15 January 2011 to report water entry at your house during storms and floods.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report and flood maps, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you.

AAMI's decision was made on the basis the damage to your home was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You state the ground level of your home flooded from road storm water runoff on 12 January 2011 and you dug trenches in your yard to divert water away from the home as you live in a semi-rural area and the roads have no guttering. You have advised the river flooded the home on 14 January 2011.

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 policy provides 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 page 11.

When claiming against your policy, the onus rests with you, the policyholder, to establish that your property has been damaged by one of the insured events covered under your policy and is not defeated by any of the policy exclusions. I accept that the policy clearly provides that flooding as defined is not covered.

I have reviewed the reports AAMI has considered and I am satisfied they support the decision not to accept your claim. I have considered your opinion that the claim should be partially accepted on the basis your home flooded from road storm water runoff on 12 January 2011 and was not flooded by the actions of the river until 14 January 2011. However I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was first caused by an event covered under the policy such as rainwater runoff, I accept that the whole of the damage to your home was caused by flood as a result of overflow of a watercourse, being the Bremer River.

I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

CONSUMER APPEALS SERVICE

2 September 2011

[REDACTED]
[REDACTED] Gem Road
KENMORE QLD 4069

Dear F [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 contacted AAMI on 12 January 2011 to report water entry at your property. AAMI noted the following account on your behalf after listening to your version of events:

There has been a huge downpour and water has backed up. The workshop and garage are under water. The water has not entered the lower level of our home at the time of the call. We managed to get a lot of the contents out of the affected area. The fences has been washed away. The soil around the slab has dropped away and around the pool. The side door and workshop door has been damaged by the water.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand,

Consumer Appeals Service
447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 3001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No: 238173



including an Area Hydrology report and flood maps you were advised the claim was not for acceptance. A letter confirming the decision was sent to you on 29 March 2011.

AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You notified my office of your request for a review and confirmed the Brisbane River did not break its banks directly from the south of you. You explained water backed up from the storm water drain on the adjacent property and then from overflowing street gutters. You consider these occurrences are covered under the terms of AAMI's policy, based on the fact the water escaped from drains and street guttering prior to entering your home. You have advised additionally, AAMI staff informed you during two separate conversations your claim was valid and would be honoured.

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 provide 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.

Water escaping from a drain or street guttering is an event that is covered under AAMI's Home Building and Contents policies. However, in order to claim for water escaping from a drain or street gutter damaging your home and contents, I accept the onus is with you to establish, on balance, this occurred prior to flood water, or mixed flood and drain/street gutter water, damaging them. I am satisfied it is accepted law that when stormwater mixes with river water or water overflowing from a watercourse, it is classified as flood water.

I accept the Brisbane River may not have broken its banks directly to the south of your home as a result of the topography in that area. However, AAMI considers the evidence to hand indicates parklands approximately 50 metres to the north east of your home were inundated by water escaping from the river and when the river continued to rise, these waters travelled overland towards your home, subsequently inundating it.

I have reviewed AAMI's letter and the expert reports and information it considered. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was first caused by an event covered under the policy, I accept that the whole of the damage to your home and contents was caused by flood.

I accept that this was caused by the overflow of the Brisbane River, irrespective of the water not coming from the south as you may have expected it to. The evidence indicates the water travelled overland and inundated your property after leaving the parklands nearby. I accept some of this water that entered your property likely mixed with water escaping from drains and street gutters in the vicinity but I also accept this occurrence is not covered under the policy.

In regard to your comments that AAMI staff assured you your claim was valid and would be honoured, I am unable to verify the conversations you refer to in this regard, as whilst calls may be monitored from time to time for training purposes, they are not recorded. However, even if I were able to examine the contents of the conversations you have referred to and this resulted in me accepting you were advised your claim would be covered, this would not necessarily compel me to cover the claim, as I would need to consider what evidence was before me to confirm the information provided resulted in you acting differently than if you had received accurate advice from AAMI.

I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

8 April 2011

[REDACTED]
Shop [REDACTED]
[REDACTED] Boundary Street
WEST END QLD 4101.

Dear Sirs,

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 30 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe it is irrelevant whether the damages were caused by rain from the sky or from rivers breaking their banks as your residence was damaged and many personal effects were lost.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 30 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of the Brisbane River causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

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Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

31 May 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: AAMI Claim Number [REDACTED]

Your Reference: [REDACTED]

Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 25 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 17 January 2011 to advise that water had entered their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 4 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 25 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 4 May 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the

external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

There is no dispute your client received the relevant Product Disclosure Statements (Policies). Your dispute is that your client was not clearly informed the flood exclusion applied to their policy and therefore AAMI ought not to rely on the exclusion and pay your clients claim.

Section 35 of the Insurance Contracts Act 1984 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 9 March 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the flooded Stable Swamp Creek which runs into Oxley Creek itself joining the Brisbane River, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell

Dispute Resolution Officer

7 June 2011

Senior Solicitor/Consumer Advocate
Consumer Protection Unit Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Ms [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Your Reference: [REDACTED]

Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 20 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 13 January 2011 to advise that water had entered their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your clients on 15 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 20 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 15 April 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of

the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

You do not dispute your clients received the relevant Product Disclosure Statements (Policy) containing the exclusions in the policy. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

I have confirmed that a copy of the policy documentation was posted to your client. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I note your position that your client was told when taking out the AAMI Landlord Insurance Policy that they were covered for flood and were under the belief that changing to a AAMI Home Building policy afforded the same cover. You believe AAMI has breached its duty of utmost good faith contravening section 13 of the insurance Contracts Act 1984 and as such, request your clients claim be paid.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your client had when speaking to AAMI about the policy when it was taken out. However, I have confirmed AAMI Management's directives to staff are to advise customer's basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your client's policies are defined events policies, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 28 January 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the flooded Brisbane River, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

14 June 2011

Mr. Paul Holmes
Senior Solicitor / Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Holmes,

Re: AAMI Claim Number: [REDACTED]

Your Reference: [REDACTED]

Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 26 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 12 January 2011 to advise that water had inundated their home.

AAMI appointed an external assessor, Cunningham Lindsey, to provide a report on the cause and level of damage sustained to the property. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your clients on 12 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 26 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The AAMI Home Building and Contents policies provide cover for loss and damage caused by storm and rainwater, but specifically provide that loss or damage caused by flood is not covered. I accept that this is clearly set out in the home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 12 May 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor

and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 31 January 2011 and that the hydrology report formed only part of the evidence relied upon.

You have stated your clients received a letter dated 26 June 2008 that said they were "fully insured" and they considered this to mean they were covered for everything, including flood as they live on the bank of a river. Further, you state AAMI staff had a duty of utmost good faith to inform your clients' of the unsuitability of the insurance cover selected during consultation with them. You assert AAMI has failed in its statutory responsibility to treat our clients with 'utmost good faith' as required by section 13 of *The Insurance Contracts Act 1984* (ICA).

I am satisfied that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and therefore section 69(2) of the ICA provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days of commencing cover is sufficient. I have confirmed that a copy of the policy documentation was posted to your clients.

Your clients' policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your clients, the policyholders, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your clients to contact AAMI and complete the required amendments.

I have also confirmed AAMI Management's directives to staff are to advise customers of basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

You have also asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building). Accordingly I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this

basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

In summary, I accept that the damage to your clients' home and contents was caused by floodwater inundation from overflowing of the Bremer River which adjoins their property, on or around 11 January 2011. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made within two years of the date of this letter to:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
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Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

24 August 2011

[REDACTED]
[REDACTED] Warrener Street
NERANG QLD 4211

Dear Mr [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request I review AAMI's decision regarding your claim.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

Your Policy

Your claim has been made under an AAMI Home Building Insurance Policy (the policy).

In summary, the policy covers you for sudden and unexpected damage caused by the insured events listed on pages 8 to 13 of the policy. One of the events covered is loss or damage caused by or arising from *Storm and rainwater*.

Page 14 of the building policy explains that damage as a result of wear, tear and deterioration is excluded under all sections of your policy.

Page 16 of the building policy explains the precautions you need to take at all times, and at your expense. It states you need to take all reasonable precautions for the safety and protection of your building and the site...to prevent damage to your building. It further states if you do not, AAMI may reduce or refuse to pay any claim you make.

Your Claim

You contacted AAMI on 31 December 2010 to report a storm had come through your home causing damage.

AAMI arranged Construct Services (Construct) to inspect and report on the damage. In their subsequent report they advised (in summary) the following:

'Damage has occurred under the stair area, where the concrete floor is stained with red earth. Minor water stains are visible to one brick wall. Further damage has occurred in the garage, where brown staining to the garage floor

is evident, mild wood rot is visible to vertical timber trim and skirting board to one wall, and staining to one brick wall is visible.

An inspection on the external brick wall, adjacent to the garage and stairwell area found an existing concrete repair to the pathway has slumped, and a gap between the concrete path is visible between the path and house bricks.

It is our opinion, during heavy rainstorms experienced at the end of December 2010 and beginning of January 2011, stormwater has entered the damaged section of path and gap down the brick wall, to course down to the concrete floors, causing the damage mentioned.

We have advised the policyholder to seek the services of a qualified repairer, to have the concrete path and gap down the brick wall inspected, and any maintenance carried out, in an attempt to prevent further water entry in the future.

Mrs Cowderoy stated she had a burst water pipe under the poor concrete pathway repair, where this section of concrete path was cut out and then re-laid, but has now subsequently slumped, allowing water into the house.

Conclusion

Damage has occurred under the stairwell area and left-hand side of garage, where brown soil staining to concrete floors are evident, and mild water stains to brick walls is visible. Mild rotting to two timber trims are also evident. It is our opinion; the damage being claimed is due to age, wear and tear.'

AAMI advised you the maintenance related issues would not be covered, however the resultant damages were covered by the policy. You were not happy with decision and contend that the maintenance related damages be covered by the claim. You were advised you had a claim in 2009 for a burst pipe and the driveway repairs were not completed to your satisfaction by your plumber. AAMI advised you the assessor at the time informed you to contact the plumber to have the driveway repairs rectified correctly.

AAMI wrote you setting out their position that the driveway repairs would not be covered by the claim. You contacted my office on 4 August 2011 as you are not satisfied with AAMI's decision. You are disputing nil cover to the driveway and advised that the pipe burst some years ago and AAMI repaired it. You therefore believe the driveway should be covered.

You have now asked that I review the matter.

My Decision

I have read all of the available material on the file.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your Home Building policy is a defined

events policy, which does not cover all risks, it only covers loss or damage caused by the events specified in the policy, subject to any exclusions.

While you believe AAMI rectified the driveway repairs in 2009 I am unable to substantiate this position. I have reviewed the claim messages from a burst pipe claim in 2004 which clearly indicates the time when your plumber cut the concrete driveway to access the burst pipe.

AAMI assessor Robert Hay attended your property on this occasions and I would like to bring to your attention a section of his assessment notes which states:

'Bursting pipe on outside of home has flooded garage causing damage to garage contents. Insured's plumber has attended and located leak under a concrete footpath to side of home. He has also replaced concrete over the repaired pipe and insured is not happy with the quality of finish. Plumber has been contacted to fix uneven concrete.'

I am satisfied that the repair of the concrete pathway was by your plumber and AAMI's assessor confirmed that it required rectification. The evidence before me suggests the plumber reattended however did not attend to the repairs correctly which has caused it to slump over time.

Construct have advised in their assessment *'an inspection on the external brick wall, adjacent to the garage and stairwell area found an existing concrete repair to the pathway has slumped, and a gap between the concrete path is visible between the path and house bricks.'*

It is our opinion, during heavy rainstorms experienced at the end of December 2010 and beginning of January 2011, stormwater has entered the damaged section of path and gap down the brick wall, to course down to the concrete floors, causing the damage mentioned.'

I accept the evidence to hand indicates deterioration of the concrete driveway has been occurring over a period of time resulting in wear and tear to your property. I accept the policy is clear and unambiguous in stating that any damage to your building resulting from wear and tear is specifically excluded under the policy. I also accept the policy is clear when it states that you are required to take all reasonable precautions to prevent damage to your property and in the absence of this, AAMI is entitled to deny your claim.

Accordingly, I am satisfied AAMI's decision not to accept the concrete driveway is correct pursuant to the terms and conditions of the policy.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

27 April 2011

Mr [REDACTED]
Mrs [REDACTED]
[REDACTED]
[REDACTED] Eversley Terrace
YERONGA QLD 4104

Dear Mr and Mrs [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 16 January 2011 to advise that your home had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (Hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 1 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and refute AAMI's findings believing the claim should be covered as water came from the stormwater drain and not from the Brisbane River. You advised you have photographic

evidence supporting this assertion. You also advised you do not understand why AAMI paid out without delay for the cars that were damaged but are not covering the home contents at the same property.

My Decision

I have read and considered all of the available material on your file including reports from Cunningham Lindsay and the Hydrologist.

The AAMI Home Contents Insurance Policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 1 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of Cunningham Lindsay and the Hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your contents was caused by flood.

I accept that the flood was caused by water escaping across normally dry land from the Brisbane River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I can also advise the AAMI Comprehensive Car Insurance policy provides cover for flood damage hence why that claim was accepted.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

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Facsimile: (03) 96136399

Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

11 June 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: AAMI Claim Number [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 24 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 12 January 2011 to advise that water had entered their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due a combination of storm water and flood. AAMI also considered a report from an external hydrologist WRM Water & Environment Pty Ltd to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 31 May 2011 advising the claim was partially for acceptance. AAMI's decision had been made on the basis the majority of damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 24 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 31 May 2011 sets out the basis of the decision to partially accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the whole of the

damage was caused by an event covered under the policy, I accept the damage to your clients' property was predominantly caused by flood.

I note your position that upon telephoning AAMI prior to evacuation from their home, your client was informed by a staff member that even though flood was not covered under the policy, as the event was deemed a 'catastrophe; teh claim for building and contents would be covered. You allege that as a result of AAMI's misrepresentations your clients have acted in reliance on that statement to their detriment. That is, a number of salvageable items were thrown out as AAMI would replace them and had they not been told that they would have salvaged these items. You believe AAMI must pay for the consequences of these misrepresentations.

I must advise that page 39 of the contents policy and page 30 of the building policy explains 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. It is my view that irrespective of what may be told to an insured at the beginning of a claim, minimising the losses as best a customer can is required.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your client had when speaking to AAMI about the damage to their home and contents. However I have confirmed AAMI Management's directives to Claims Assist staff were to advise customers the policy covers damage caused by stormwater runoff, but not damage caused by flood, meaning the inundation of normally dry land by water escaping from a watercourse or lake, for example a river. Customers were to be referred to the policy booklet and website for specific wording surrounding the cover and informed that as there had been a significant volume of rain, they were encouraged to lodge a claim which would then be carefully assessed in order to determine whether the damage was caused by flood or stormwater runoff.

There is no evidence before me to indicate this directive from Management to staff was not followed. I am not satisfied your client were assured any loss or damage to their home would be covered by their policy. I do not accept your clients' loss increased as a result of advice provided by AAMI.

I note there is no dispute your clients received copies of the relevant policy documentation. However, you believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your

client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I accept the claim has been accepted for stormwater damage to the following:

- Piles (Stumps) Under The Home - Concrete Piles To Southern Elevation Under House.
- Bedroom 3 Ceiling
- Dining Room Ceiling
- Laundry (up to 100mm)
- Laundry Door

It is my understanding AAMI is in consultation with Cunningham & Lindsey in arranging quotations to repair these sections of your property.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 22 January 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that majority of the damage to your clients' home and contents was caused by the overflow of the flooded Brisbane River, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

1 June 2011

[REDACTED]
[REDACTED] Curragundi Road
JINDALEE QLD 4074

Email: [REDACTED]

Dear Mr [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that during the recent heavy rain and storms your house had been flooded.

AAMI appointed an external assessor, Cunningham & Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 20 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the water that inundated your property came from the stormwater channel located to the rear of your property. Further, you assert that when you contacted AAMI on 11 January 2011 to clarify the policy definition of flood, you were told that if heavy rain caused the flooding then it would be covered.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 20 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the overflow of the Brisbane River and the adjoining watercourse located within a short distance to the rear of your property, which overflowed and inundated your property on or around 12 January 2011. I believe the water carried by the watercourse to the rear of your property was designed to assist in draining excess water from storm events, and was not large enough to handle the volume of water that overflowed from Brisbane River. In either case, I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I have also reviewed your assertion you were advised that you were covered for flood damage were the flood was caused by heavy rain. I must advise that AAMI do not record telephone conversations, but do monitor calls for training purposes, therefore I cannot confirm the details of the conversations you had with the operator on 11 January 2011. Whilst staff may have advised some claims are covered in some circumstances, each claim and each event must be considered in isolation. I am unable to accept you would have been provided with an absolute assurance you would be covered for this damage, when the policy clearly provides otherwise.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

23 June 2011

[REDACTED]
Caxton Legal Centre
1 Manning Street
SOUTH BRISBANE QLD 4101

Email: [REDACTED]

Dear Ms. [REDACTED]

Re: AAMI Claim Number [REDACTED]
Your Reference [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your client's complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 2 June 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 14 January 2011 to advise that water had inundated their home.

AAMI appointed an external assessor, Cunningham Lindsey, to provide a report on the cause and level of damage sustained to the property. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your clients on 21 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Caxton Legal Centre. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your client's file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 2 June 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The AAMI Home Building and Contents policies provide cover for loss and damage caused by storm and rainwater, but specifically provide that loss or damage caused by flood is not covered. I accept that this is clearly set out in the home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 21 April 2011 sets out the basis of the decision

not to accept your client's claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your client's property was caused by flood.

Accordingly, based on the hydrologist and assessor's report, the evidence before me indicates the predominant cause of the flood and the damage to your client's property, was the over flow of the Brisbane River on or around 12 January 2011. I accept that there may have been an insignificant amount of water which escaped from drains located in close proximity to the insured property at the time the overland flood arrived. However, I note that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under the policy) and water escaping from a drain.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your client's claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 29 January 2011 and that the hydrology report formed only part of the evidence relied upon.

I acknowledge your position that the Cunningham Lindsey report contains inaccuracies. While I accept on face value your concerns over the report, I am satisfied this report only formed part of the basis for the non acceptance of your client's claim and the inaccuracies do not change the decision that flood caused the damage to your client's property.

You have stated your client does not recall receiving a Product Disclosure Statement (PDS) after taking out the policy. Nor was he advised that the policy does not include flood cover and state that had he been told he would have shopped around for a more suitable policy which did cover him for such events.

I can confirm that upon policy inception a copy of the PDS was provided effective from the inception date of this policy. I can also advise that Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the PDS within 14 days section 35 is complied with. I can confirm that the relevant policy documentation was sent to your client when they purchased the policy. Accordingly, I accept that AAMI has complied with its obligations pursuant to Section 35 of the Act to clearly inform your client of the provisions of cover. I note you believe AAMI has breached the General Insurance Code of Practice, however I am satisfied this has not occurred.

I note that you have also raised a concern that your client did not receive a PDS with their last renewal notice. I can confirm that a PDS is not required to be sent on each renewal unless there has been a variation to the policy during the preceding period of cover. Accordingly, I can confirm that the last policy period of 12 months up to 2 November 2011 has not had a change in the PDS, nor the previous period to this of 2 November 2010. That is, the PDS that your client last received is still current.

In the circumstances, I accept that standard cover does not apply and the policy and claim is subject to the exclusions set out in the PDS.

Whilst I very much empathise with your client's situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made within two years of the date of this letter to:

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MELBOURNE VIC 3001

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Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

26 July 2011

[REDACTED]
[REDACTED] Burns Street
FERNVALE QLD 4306

Dear Mr and Mrs [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building Insurance Policy (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 mould, wet or dry rot, rising damp or dampness.

The Claim

You contacted AAMI on 17 January 2011 to advise that your house floorboards had been damaged.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to rising damp. After considering the report, AAMI wrote to you on 14 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home was caused by rising moisture from water pooling underneath your home and that rising damp is not covered by your policy.

You have requested a review of AAMI's decision by my office. My office wrote to you 13 May 2011 requesting AAMI undertake further enquiries into the matter.

AAMI conducted further enquiries and Technical Events Claims Manager Peter Unwin wrote you 29 June 2011 maintaining AAMI's decision not to

cover your claim. It was explained that damage was caused by dampness which is specifically excluded under the policy.

You have requested a further review of AAMI's decision as you believe the dampness occurred during a period of excessive storm and rain.

On this basis I will now review the matter.

My Decision

I have read and considered all of the available material on your file including report from the assessor and further email from you dated 14 July 2011.

The AAMI Home Building policy provides cover for loss and damage caused by storm and rainwater, but specifically provides that loss or damage caused by mould, wet or dry rot, rising damp or dampness is not covered. I accept that this is clearly set out in the policy booklet.

I have reviewed AAMI's letter dated 29 June 2011 and the reasons why the claim has not been accepted.

You obtained a report from R.B. Green who gave his professional opinion on the damage to the floorboards. In his report he notes:

'I personally believe that the sustained flow and longevity of floodwaters during the period of flooding resulted in excessive moisture levels in the atmosphere. As is the nature of natural products and materials, the timber flooring swelled/expanded to the point where the floorboards popped/dislodged. Due to the nature of the sloping block, there is no sign of residual water underneath the house and has sufficient air circulation, which further indicates that the damage is a result of the flooding.'

I accept there is no dispute that water running underneath your property has not come into contact with the floorboards. I also accept it was excessive moisture from water flowing underneath your property over a period of time as the likely cause as to why the floorboards have dislodged. However, I am satisfied that the policy is clear that any loss, damage or liability arising from or caused by dampness is specifically excluded from cover.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

30 May 2011

[REDACTED]
[REDACTED] Aldersgate Street
CORINDA QLD 4075

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home. AAMI also commissioned an external hydrologist WRM Water & Environment Pty Ltd (WRM), to confirm the cause of water inundation at your property at 12 Aldersgate Street, Corinda.

After considering the reports, AAMI wrote to you on 5 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the damage was caused by storm water and not flood.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 5 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of the Brisbane River into the Pennywort and Oxley Creeks, which are located approximately 600 metres east of your property and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Further, as your claim has been declined, I accept that you are not entitled to temporary accommodation or make safe repairs under the claim benefits.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

26 August 2011

[REDACTED]
[REDACTED] Sandon Street
GRACEVILLE QLD 4075

Dear Mrs [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 contacted AAMI on 13 January 2011 to report 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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including Hydrology reports, flood maps and details collected during an area visit by a representative from AAMI, you were advised the claim was not for acceptance. A letter confirming the decision was sent to you on 10 August 2011.

AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You notified my office of your request for a review and advised stormwater came up through the drains on 11 January 2011. You explained this had also occurred on previous occasions during storms, with water backing up to two foot high beneath the house. You advised you consider the upper level of your home may have been affected by floor water but that prior to this, stormwater from the drains entered the home and damaged the lower level.

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 provide 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.

Water escaping from a drain is an event that is covered under AAMI's Home Building and Contents policies. However, in order to claim for water escaping from a drain damaging your home and contents, I accept the onus is with you to establish, on balance, this occurred prior to flood water, or mixed flood and drain water, damaging them. I am satisfied it is accepted law that when stormwater mixes with river water or water overflowing from a watercourse, it is classified as flood water.

I have reviewed AAMI's letter and the expert reports they considered. I am mindful of WRM Water & Environment's comments that the initial inundation of the home above the lower floor level did not occur until about 7 hours after rainfall in the area had ceased and that the initial inundation of the subject property above floor level was a result of floodwaters flowing overland from the Brisbane River, not solely stormwater from the drains. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was first caused by an event covered under the policy, I accept that the whole of the damage to your home and contents was caused by flood.

I accept that this was caused by the overflow of the Brisbane River. The evidence indicates the water travelled over land and inundated your property. I accept some of this water that entered your property likely mixed with water escaping from drains in the area but I also accept this occurrence is not covered under the policy.

I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

20 June 2011

[REDACTED]
[REDACTED] Mankinna Street
JINDALEE QLD 4074

Dear Mr. & Mrs. [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 contacted AAMI on 16 January 2011 to report water entry at your property on 12 January 2011. You advised your house was completely flooded.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. An assessor from AAMI also attended at a later date. After considering the assessment reports and the other information to hand, including a Hydrology report, flood maps and details collected during an area visit by a representative from AAMI, you were advised the claim was not for acceptance. A letter confirming the decision was sent to you on 27 April 2011.

AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You contend at least part of the damage to your home and contents was caused by water escaping from drains on the morning of 12 January 2011, prior to meeting overflow from the nearby creek. You feel AAMI has failed to meet its obligations to you, and you have requested consideration be given to your loyalty to AAMI over the years.

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.

Water escaping from a drain is an event that is covered under AAMI's Home Building and Contents policies. However, in order to claim for water escaping from a drain damaging your home and contents, I accept the onus is with you to establish, on balance, this occurred prior to flood water, or mixed flood and drain water, damaging them. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain.

Having reviewed the information collated in the assessment reports relating to your home, I note you advised you were not present at the time of inundation. The assessor accepted that whilst it was possible street drains overflowed during the event, it most likely met with rising overland floodwaters prior to entering your property. This was concluded by the assessor after considering the lay of the land, the location of the drains and speaking with the resident of a neighbouring property.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 27 April 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was first caused by an event covered under the policy, I accept that the evidence indicates the flood water travelled over land and inundated your property, possibly after mixing with water escaping from drains in the area. I also accept this occurrence is not covered under the policy.

I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms

and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

23 May 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: AAMI Claim Number [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 10 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 13 January 2011 to advise that water had entered their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your clients on 30 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 10 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 30 March 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of

the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

You have stated your clients do not recall receiving the relevant Product Disclosure Statements (Policy) and that the exclusions in the policy therefore do not apply, as the documents were not received until after the contract was in place. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your clients of the relevant exclusion.

I have confirmed that a copy of the policy documentation was posted to your clients on 13 March 2009. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your clients the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I note your position that upon telephoning AAMI prior to evacuation from their home, your clients were informed by a staff member by the name of Ann they were '100% covered' and that you assert had they not been advised of this, they would have cleared more goods out before evacuating and significantly reduced their loss. Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your clients had when speaking to AAMI about the damage to their home and contents. However I have confirmed AAMI Management's directives to Claims Assist staff were to advise customers the policy covers damage caused by stormwater runoff, but not damage caused by flood, meaning the inundation of normally dry land by water escaping from a watercourse or lake, for example a river. Customers were to be referred to the policy booklet and website for specific wording surrounding the cover and informed that as there had been a significant volume of rain, they were encouraged to lodge a claim which would then be carefully assessed in order to determine whether the damage was caused by flood or stormwater runoff.

There is no evidence before me to indicate this directive from Management to staff was not followed. I am not satisfied your clients were assured any loss or damage to their home would be covered by their policy. I do not accept your clients' loss increased as a result of advice provided by AAMI.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope

of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 24 January 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of Oxley Creek, caused principally by the backflow of the flooded Brisbane River, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

29 August 2011

[REDACTED]
[REDACTED] BOWEN Street
WINDSOR QLD 4030

Dear Mr and Mr [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 18 January 2011 to advise that you had just arrived home from overseas to find your area has been flooded due to heavy rains and storm water build up causing damage to your property.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 29 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood which is specifically excluded from cover.

You have requested a review of AAMI's decision in a letter received 27 July 2011 as you believe the assessment report was incorrect.

The matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 29 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood.

I note your position that the Cunningham Lindsey report is inaccurate and the statutory declaration you have submitted indicates the storm water drains have back flowed outside your property. However, I must advise that the Cunningham Lindsey report was only one piece of information used by AAMI in determining the claim was not for acceptance. Greater weight has been placed on the hydrologist report that specialises in these matters. The hydrologist has determined the damage caused to your property has been caused by flood and I am required to rely on that view in the absence of evidence to counteract this advice.

I accept that the damage was caused by the overflow of the Breakfast Creek causing water to flood overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

21 June 2011

[REDACTED]
[REDACTED] Cameron Street
FAIRFIELD QLD 4103

Dear Mr. & Mrs. [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 contacted AAMI on 13 January 2011 to report water entry at your property, causing damage to the building and contents.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report and flood maps, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you on 30 March 2011.

AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

Consumer Appeals Service

447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 8001.
Telephone: 1300 130 794. Facsimile: 1300 316 047. Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited. ABN 92 034 291 744. AFSL No. 238173



A02377 01/03/11 A

You are dissatisfied with the outcome of this claim. You have advised you had expected the Home Building and Contents policies would include flood cover, in the same way the Landlord Insurance policy does. You state you have not seen any mention of the exclusion in the paperwork you received relating to your policy in recent years.

You have asked that reconsideration be given to the claim, as this is the type of event you hold insurance for.

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 AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 30 March 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was caused by an event covered under the policy such as rainwater, I accept that the whole of the damage to your home and contents was caused by flood.

I accept that this was caused by the overflow of the Brisbane River. The evidence indicates the water travelled over land and inundated your property and I also accept that the policy clearly provides that this occurrence is not covered.

It is my understanding there is no dispute you were provided with the relevant policy booklets setting out the details of cover upon inception of the policy. It is generally considered that it is not reasonably practicable to inform a prospective insured over the phone of all the details of cover specific to a policy, so provided the insurer sends the insured a copy of the policy documentation within 14 days, its legal obligations are complied with. I appreciate you are presently in the situation of having your Landlord insurance claim covered, but your Home Building and Contents claim declined and I appreciate this must be frustrating, but I am satisfied the policies relating to these claims differ and that the Landlord insurance policy covers flood. The onus remains with an insured to read the policy documentation once received to ensure the cover purchased suits their needs and if it is found it does not, to make arrangements for alternate cover.

I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms

and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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:

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MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

CONSUMER APPEALS SERVICE

30 May 2011

[REDACTED]
[REDACTED]
20 Fortrose St
KENMORE QLD 4069

Dear Mr. [REDACTED]

Re: AAMI Claim Number [REDACTED]

I write further to my previous correspondence of 11 May 2011.

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 an AAMI Home Building and Contents Insurance Policy (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

AAMI was contacted by you on 16 January 2011 to report water damage to your mother's home. 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.

AAMI appointed an external assessor from Cunningham Lindsay to attend the home to inspect the damage. Cunningham Lindsay subsequently submitted a report stating that the damage to the property was due to flooding of the Moggill Creek.

After considering the assessment report and other information to hand, AAMI wrote to your mother on 20 April 2011 advising the claim was not for acceptance.

AAMI's decision was made on the basis the damage to the home and contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You have advised AAMI previously honoured a flood damage claim at the home and you consider this set an expectation that similar events would be covered in the future.

Consumer Appeals Service

447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744. AFSI No. 238173



My Decision

Thank you for your patience whilst I have read and considered all of the available material on the 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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 20 April 2011 sets out the basis of the decision not to accept the claim. I understand that you consider AAMI accepted a previous flood claim for your mother and that you believe this set expectation similar future events would be covered. However, in reviewing AAMI's records relating to your mother's policy, whilst I note a previous event for damage arising from rainwater inundation was claimed in 2009, I was unable to locate any claim for an occurrence constituting a flood. However, even if it were the case AAMI had made a goodwill decision previously to accept a previous claim for a flood event, I would not consider this in itself would oblige AAMI to accept a future claim for a similar occurrence.

In regard to this matter, I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was caused by an event covered under the policy such as rainwater, I accept that the whole of the damage to your mother's home and contents was caused by flood.

I accept that this was caused by the overflow of the Moggill Creek. The evidence indicates the water then travelled over land and inundated your mother's property and I also accept that the policy clearly provides that this occurrence is not covered.

Whilst I very much empathise with your mother's situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI is entitled to refuse to cover this claim.

My decisions represent 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: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

CONSUMER APPEALS SERVICE

29 August 2011

Senior Solicitor
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Ms [REDACTED],

RE: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 18 August 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, canal, dam or stormwater channel.

Consumer Appeals Service
447 Collins Street, Melbourne 3000 PO Box 14180, Melbourne City Mail Centre, Vic 3001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



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 Claim

Your client contacted AAMI on 13 January 2011 to advise that due to the recent floods the lower level of their property had been inundated with water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due a combination of storm water and flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your clients home.

After considering the reports, AAMI wrote to your client on 30 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 18 August 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 30 March 2011 sets out the basis of the decision to not accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any

other evidence from similarly qualified experts to prove the whole of the damage was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I note your position that your client was told when taking out the policy with AAMI that they wanted cover for any event and would not have taken out insurance with AAMI without that reassurance. You allege that as a result of AAMI's misrepresentations the Finlen's have acted in reliance on the policy covering them for any possible event to their detriment. That is, your client was given a policy totally inadequate given they expressly stated they wanted comprehensive cover for everything. You believe AAMI must pay for the consequences of this misrepresentation.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversations your client had when speaking to AAMI about the policy when it was taken out. However I have confirmed AAMI Management's directives to staff are to advise customer's basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

I note that when your clients called AAMI on 14 June 2007 to enquire about the policy a quotation as given as they did not wish to take up the policy immediately. It was not until they contacted AAMI on 29 June 2007 that they paid for the policy to commence. Unfortunately there are no messages on the policy or quotation to indicate a conversation took place to the effect your clients state that all possible events would be covered. Therefore, I am unable to verify the conversation your clients allege took place that all events would be covered.

I note there is no dispute your clients received copies of the relevant policy documentation. Although I can confirm the relevant policy documents were printed on 14 June 2007 and sent via Australia Post on 15 June 2007. I can confirm the Home Insurance Schedule clearly states 'see your policy for full details, and all limitations and conditions of cover'. You also advise your clients paid for the policy prior to receiving the PDS. I can confirm the policy was paid on 29 June 2007 which was two weeks after leaving Australia Post to your clients address. However, you believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the

circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I note your reference to Max Hams and 1 Ors V CGU Insurance Limited [2002] detailing your position that this decision can be applied to where a PDS as a whole is confusing and difficult to understand to a reasonable person. I have reviewed AAMI's PDS and I am satisfied it is not confusing to understand, rather clear and concise on what is covered and not covered.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 23 January 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the flooded Brisbane River, resulting in inundation of your clients' home. However, I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept damage caused by flood is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,



Robert Hazell
Dispute Resolution Officer

23 May 2011

Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Via email: [REDACTED]

Dear Mr Holmes

RE: AAMI Claim Number [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

It is my role as Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution (IDR) process. Please note all references to 'you' or 'your' in this letter refer to Mr & Mrs Flavell.

The Policy

The claim has been lodged under an AAMI Home Contents Insurance Policy and an AAMI Home Building Insurance Policy (the policy). In general terms, the policy provides financial protection and peace of mind for loss or damage to your contents, which is caused by an insured event.

Pages 16 to 21 of the contents policy and pages 8 to 13 of the building policy detail the insured events you are covered for resulting in loss to your home and/or contents occurring during the period of cover. 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 policy defines '*flood*' (page 19 of the contents policy and page 13 of the building policy) as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*.

The Claim

You contacted AAMI on 12 January 2011 to advise that your house had been inundated by flood water. AAMI lodged a claim for you and appointed assessing firm Cunningham Lindsey (CL) to attend your home to assess the cause and extent of the loss.

CL completed their assessment and provided a report stating that the damage to your property was due to flood waters from the Brisbane River.

AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 6 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe that CL's report is flawed and believe your residence has been flooded due to storm water runoff. You believe that it cannot be ruled out that the damage to your property was caused by storm water runoff, and as your policy covers loss or damage arising from storm water runoff, you believe that your claim should be accepted. You further assert that AAMI has not complied with its obligations pursuant to Section 35 of the *Insurance Contracts Act 1984* (the Act) to inform you that flood is an exclusion under the terms of the policy, and on this basis you assert that standard cover should apply. You are also dissatisfied with the level of service you received, and the timeframe taken to assess your claim. You also state that when you initially lodged your claim, you were provided with an assurance that you would be covered. On this basis, you now ask that I review the matter.

My Decision

I have read and considered all of the available material on your file including reports from the assessor, Hydrology Area Report and the interactive flood map provided on the Queensland Government website. You have raised a number of concerns with your claim, and I will now address each item separately below.

Customer Service and Timeframe

Firstly, on behalf of AAMI, I would like to apologise for your recent experience. I wish to advise you that the majority of AAMI's claims are handled effectively and efficiently without causing distress to the customer. I would like to apologise if you believe the customer service you received throughout your claim was not of the standard you expected. AAMI is committed to providing its customers with the highest standard of service and I regret that this was not your experience. However, I am satisfied your concerns were elevated to the relevant AAMI supervisor or manager on the days they were raised and AAMI was attempting to expedite solutions to your concerns.

I acknowledge that AAMI was unable to provide you with a final outcome on your claim until 6 April 2011. I can confirm that it is not usual for AAMI

customers to have to wait for such an extended period of time for an assessment and final decision on their claim. However, AAMI's resources were impacted by a large volume of claims arising from this event, and I accept that it took some time to clear the backlog of assessments. I further accept that AAMI was also waiting on the Hydrology report to be finalised prior to issuing a final decision, which was being completed by an external panel. I accept that AAMI were reliant on the completion of this report in a timely manner, a situation that whilst regrettable, was largely outside of AAMI's control. On behalf of AAMI, I can only apologise for any inconvenience caused.

Policy terms and product disclosure statement

You have also stated you were not provided with the Product Disclosure Statement (PDS) prior to purchasing the policy, and therefore assert that the exclusions in the policy do not apply. You maintain that had you been provided with a PDS informing you that flood was specifically excluded from your policy prior to your purchase of it, you would have sought cover elsewhere.

I can confirm that upon policy inception a copy of the PDS was provided effective from the inception date of this policy. I can also advise that Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the PDS within 14 days section 35 is complied with. I can confirm that the relevant policy documentation was printed on 24 October 2006, and lodged with Australia Post on 25 October 2006. Accordingly, I accept that AAMI has complied with its obligations pursuant to Section 35 of the Act to clearly inform you of the provisions of cover.

I note that you have also raised a concern that you have not received an updated PDS since inception. I can confirm that a policy or PDS is not required to be sent on each renewal unless there has been a variation to the policy during the preceding period of cover. Accordingly, I can confirm that your last policy period of 12 months up to 30 October 2011 has not had a change in the PDS, nor the previous period to this of 30 October 2009 to 30 October 2010. That is, the PDS that you last received is still current.

In the circumstances, I accept that standard cover does not apply and the policy and claim is subject to the exclusions set out in the PDS.

Policy wording

You have also asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract.

However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building).

Accordingly I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

Advice given at claims lodgement

I note that you have also raised a concern that you were told at the time of lodging the claim that you would be covered. I have reviewed the messages on your policy and cannot find any reference to you being provided with such an assurance. Furthermore, I accept that AAMI's system clearly shows that you were informed on 14 January 2011 that your claim was for consideration only.

However, I have conducted enquiries as to what customers were advised when calling AAMI to lodge a claim, in order to address this aspect of your concerns thoroughly. I can confirm that customers were advised that they were able to lodge a claim, to keep evidence of any items that were disposed of, and that an assessor would be appointed to their claim. However, these claims were for consideration only and were to be assessed accordingly. Whilst I understand that you may have formed the impression that AAMI would cover your claim regardless, I am satisfied that AAMI was entitled to gather all relevant information and assess the claim on its individual merits prior to making a final decision.

Furthermore, even if I were to accept that you were provided with an assurance that your claim would be accepted at the time of lodgement, I am satisfied that you were provided with the correct information shortly thereafter. In addition to this, I am not persuaded that you would have suffered any prejudice as a result of incorrect information being provided to you.

Cause of damage

The AAMI Home Building and Contents policy provides cover for loss and damage caused by storm and rainwater, but specifically provides that loss or damage caused by flood is not covered. I have included the policy definition of flood earlier in my letter.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 6 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted, and your belief that the assessor has used incorrect findings in the final report and that it cannot be ruled out that storm water runoff caused the damage to your home, at least in part. I accept that in a site specific assessment report was conducted by Cunningham Lindsey on 27 January 2011.

However, I am guided by the expert qualified opinion of the external assessor and Hydrology Area Report in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood. I accept that I can rely on the expertise of the staff from CL & and on the ICA Hydrology Panel in assessing and am satisfied that they have the necessary experience and qualifications to make such a judgement. Accordingly I am satisfied that I can rely upon the evidence submitted by CL & the ICA Hydrology Panel.

I can confirm the main basis of the decision has been based on the Hydrology Area Report and unfortunately I am bound by this Hydrology Area Report which states your property was inundated by flood waters escaping or overflowing from the Brisbane River.

Accordingly, based on the Hydrology report and assessor's report, the evidence before me indicates the predominant cause of the flood and the damage to your home, was the over flow of the Brisbane River. I accept that the flood was caused by overflow of the Brisbane River or one or more of its tributaries, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully


Dispute Resolution Officer

CONSUMER APPEALS SERVICE

27 May 2011

[REDACTED]
[REDACTED] Haldane St
GRACEVILLE QLD 4075

Dear Mr. & [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 contacted AAMI on 17 January 2011 to report water entry at your property on 11 January 2011, which you stated started from the storm water drains in your street.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report, flood maps and details collected during an area visit by a representative from AAMI, you were advised the claim was not for acceptance. A letter confirming the decision was sent to you on 29 April 2011.

AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You state you were advised by AAMI upon making your initial enquiries you would be covered for water from storm water drains entering the property. You maintain you acted on this advice and did not seek alternate cover and consider that this is what occurred, so therefore your claim should be for acceptance. You have also queried the timeframe associated with AAMI's decision not to accept your claim.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file.

Firstly, in regard to your dissatisfaction relating to the timeframe surrounding AAMI's consideration of your claim, whilst I acknowledge your frustration I accept that AAMI required information and evidence relating to the event, and time to consider and evaluate it.

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.

Water escaping from a drain is an event that is covered under AAMI's Home Building and Contents policies, so I am not satisfied you were provided with incorrect information relating to this when you made your initial enquiries with AAMI. However, in order to claim for water escaping from a drain damaging your home and contents, I accept the onus is with you to establish, on balance, this occurred prior to flood water, or mixed flood and drain water, damaging them.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 29 April 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was first caused by an event covered under the policy, I accept that the whole of the damage to your home and contents was caused by flood.

I accept that this was caused by the overflow of the Oxley Creek after receiving floodwaters from the Brisbane River. The evidence indicates the water travelled over land and inundated your property, possibly after mixing with water escaping from drains in the area. I also accept this occurrence is not covered under the policy.

I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your

situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

I have enclosed a copy of the assessment report you have requested. Please be aware that whilst the contents of the document have been taken into consideration by AAMI, its decision has been made on the balance of probabilities after considering all the information collectively.

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:

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MELBOURNE VIC 3001

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Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

AAMI home claim - Second Assessment Form

Customer's name:

[REDACTED]

Customer's phone no:

[REDACTED]

Claim no:

[REDACTED]

Home address:

[REDACTED] HALDANE ST GRACEVILLE 4075

Assessor:

[REDACTED]

Second assessment date: 14/4/11

Customer's recollection of events:

- a) Where did the water that first inundated the home come from?
- b) On what date/time did this occur?
- c) To what height did it rise?
- d) On what date/time did the water rise to its peak?
- e) How high inside the home did the water rise at its peak?
- f) Any other information the customer wishes to provide?

I.O. HAS ADVISED AS LISTED BELOW:

- A) WATER WAS FLOWING BACK UP AND OUT THROUGH STREET DRAINS TO FRONT LEFT SIDE OF PROPERTY/HOME.
- B) ON THE MORNING OF THE 11/1/2011 AT APPROX. 12PM, I.O. NOT QUITE SURE OF TIME AS THEY HAD TO BE EVACUATED FROM STREET.
- C) WATER PEAKED AT APPROX. 1.5MTS TO YARD AREAS AROUND HOME.
- D) LATE AFTERNOON ON THE 12/1/11.
- E) WATER HEIGHT TO INSIDE HOME GOT TO APPROX. 600MM ABOVE FLOOR LEVEL.
- F) THE COLOUR OF THE WATER COMING FROM THE STREET DRAINS WAS DIRTY/MUDDY.

Discuss any specific information relevant to the customer's claim.

I.O. HAS POINTED OUT 2 X STREET DRAINS (ONE ON EITHER SIDE OF ROAD) TO FRONT LEFT SIDE OF HOME (APPROX. 100MTS DOWN THE ROAD TO I.O.'S HOME), AND HE HAS ADVISED THAT THIS IS WHERE THE WATER CAME FROM THAT WATER DAMAGED HIS HOME.

Conduct site walk and document relevant information.

I HAVE WALKED HALDANE STREET AND I HAVE FOUND THAT THERE ARE 2 X STREET DRAINS LOCATED APPROX. 100MTS AWAY FROM THE FRONT LEFT CORNER OF I.O.'S PROPERTY. I HAVE ALSO FOUND THAT THESE DRAINS AND I.O.'S HOUSE APPEAR TO BE IN A LOW PART/GULLY OF HALDANE STREET. THE BRISBANE RIVER IS APPROX. 500MTS AWAY (UP OVER INCINES/SLOPES) FROM I.O.'S PROPERTY. FROM MY OBSERVATION OF THE LAY OF THE LAND, IT WOULD APPEAR POSSIBLE THAT ANY WATER THAT OVERFLOWED FROM THE STREET DRAINS COULD HAVE ENTERED THE INSURED SITE AND POOLED. NO DISCERNABLE EVIDENCE OF HEIGHT OF ANY DRAIN WATER CAN BE OBSERVED/DETERMINED.

<p>If accessible, photograph the customer's home and surrounding street, including:</p> <ul style="list-style-type: none"> a) The front b) The backyard c) Each side d) The street (looking from home) e) The street (looking to left) f) The street (looking to right) g) Behind/each side of property 	<p>PHOTOS TAKEN</p>
<p>Photograph all nearby watercourses or other features relevant to claim</p>	<p>PHOTOS TAKEN</p>
<p>General comments:</p>	<p>OTHER INFORMATION AS PER CUNNINGHAM & LINDSEY ASSESSORS REPORT.</p>
<p>Local resident enquiry no.1:</p> <ul style="list-style-type: none"> a) Were you here when the flooding happened back in January? b) Can you tell me how it happened? c) How high did the water get at your place? d) Where exactly did the water come from? (what direction) e) What colour was the water? (clean/dirty) f) (if appropriate) Has this street flooded before? 	<p># [REDACTED] HALDANE ST.</p> <ul style="list-style-type: none"> A) YES B) DURING HEAVY RAIN WATER STARTED FLOWING UP AND OUT OF STREET DRAINS TO FRONT ROAD AREA OF HOME. C) APPROX. 3.6MTS TO AROUND YARD AREAS OF HOME. D) FROM STREET DRAINS TO FRONT OF HOME. E) MUDDY/BROWN.

Local resident enquiry no.2:

- a) Were you here when the flooding happened back in January?
- b) Can you tell me how it happened?
- c) How high did the water get at your place?
- d) Where exactly did the water come from? (what direction)
- e) What colour was the water? (clean/dirty)
- f) (If appropriate) Has this street flooded before?

26 August 2011

[REDACTED]
[REDACTED] Augusta Crescent
FOREST LAKE 4078

Dear Mr. [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request to have your claim reviewed through AAMI's internal dispute resolution (IDR) process.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR process.

Your AAMI Policy

Your claim has been made under AAMI's Home Building Insurance policy.

The policy is designed to provide you with financial protection and peace of mind against sudden and unexpected loss or damage to your home caused by the events set out on pages 8 to 13 of the policy booklet.

Page 13 states you are not covered for:

'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,'

Page 14 explains AAMI will not cover under any section of the policy damage, loss, cost or liability caused by, arising from or involving dampness or structural failure or breakdown.

Your Claim

You lodged a report with AAMI on 29 December 2010 for damage to your floor. You provided the following account:

There were heavy rains in our area & we noticed the timber floor has started to bow up. We havent seen any water come through but it maybe because of all the moisture in the air.

AAMI advised you damage arising from moisture in the air was not covered under your policy. Location of leaks was discussed, but you did not proceed with any further action at that time.

On 15 February 2011, you contacted AAMI again in regard to damage to your floors. AAMI lodged a claim noting it was advised by you at that time flood water had affected them. However it was later noted your suburb was not affected by floods and the claim was amended to be associated with a storm and rainwater event. An assessment by external assessing agent Cunningham Lindsay was subsequently arranged. Following this, AAMI appointed Cork Interiors to complete an inspection of the floors and you obtained a report from N.J. Biddle Building.

After reviewing all the reports and information to hand, AAMI informed you the claim was not for acceptance on the basis it did not agree the damage was attributed to a storm event, or any other insured event detailed in the policy booklet. AAMI sent you a letter stating it attributed the loss to rising damp.

You did not agree with the findings and sought a review by my office. You advised you now consider the floor was possibly damaged by rain penetrating your patio roof due to a lack of flashing. You believe this rain may then have been blown through your locked security doors and onto your floor. You have now requested I review the matter.

My Decision

I have read and considered all of the information on your file, including the letter you forwarded to my office.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your AAMI Home Building Insurance policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

I have considered your recent advice the floor was possibly damaged by rain penetrating your patio roof due to a lack of flashing and being blown through your locked security doors and onto your floor. However, I note your previous advice water was not evident on the surface of the floor and your confirmation this is simply a theory as opposed to an observation. I believe in the circumstances, it is appropriate for me to rely on the expert opinion to hand to determine the likely cause of the damage.

Whilst it is my view the experts who have inspected your floor are not in agreement with each other in regard to the cause of some of the damage to your floor, I note none of the reports rule out the possibility of rainwater being the cause of at least some of the damage. In particular:

- Cunningham Lindsay's report details possible inclement weather & moisture through the subfloor as a potential cause of some of the damage
- Cork Interiors refers to a definite possibility the damage is caused by moisture, but notes an inability to determine where it is coming from
- N.J. Biddle Building nominates stormwater penetration through the concrete slab due to heavy rains (hydraulic storm damage and seepage from the ground) and the floor being equal to or lower than the yard

I accept if your slab is allowing rainwater to seep between it and the floor, this would constitute a defect you could not reasonably be expected to be aware of until now the floor was exhibiting the damage. I note the policy provides cover for 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 not reasonably be expected to be aware of the defect or fault.

However, I am mindful that N.J. Biddle Building and Cunningham Lindsay have also nominated the problems the floor is displaying partly to a general failure of materials, with Cunningham Lindsay identifying adhesive separation and wear and tear signs and N.J. Biddle Building stating the home's slab requires sealing.

Accordingly, it is my view the damage your floor is exhibiting is attributed to a combination of causes, one of which is attributed to an insured event, being Storm and rainwater. On this basis, I have discussed the matter with AAMI Home Claims Management and it has been agreed a partial settlement of the cost of repairing the damage would be an appropriate settlement.

I can advise the settlement offer that is now being offered is for 50% of the cost of replacing the damaged floor in the affected rooms or functional areas. As the policy provides for repair or replacement of undamaged floor coverings if this is reasonably required to achieve a match with the repair or replacement of the damaged area, AAMI's liability will encompass 50% of the entire room or functional area where this damage occurred, but will not extend beyond this (for example, to other undamaged rooms or functional areas not exhibiting the damage). I am satisfied this offer is fair and reasonable and represents AAMI's liability under this claim.

Please note I am satisfied AAMI's liability does not extend to the cost of sealing the slab to prevent a repeat occurrence of water seepage in the future.

AAMI Home Claims will contact you shortly regarding the settlement offer.


If you are dissatisfied upon being informed of AAMI's settlement offer relating to the functional area being covered under your claim, or the sum being paid, or scope of works the offer is based upon, you can seek a further review of that aspect by my office.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully


Dispute Resolution Officer

27 April 2011

[REDACTED]
[REDACTED] Lyndora Close
RIVERHILLS QLD 4074

Dear M [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (the policy).

The policy booklet explains that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 13 January 2011 to advise that your house had been inundated by flood water, which had damaged your contents.

AAMI appointed an external assessor Cunningham & Lindsay, who provided a report stating that the damage to the property was due to flood. AAMI also obtained a report from the Insurance Council of Australia Hydrology Panel to confirm the cause of the water inundation and examined interactive flood maps provided on the Queensland Government website.

After considering the reports and information, AAMI wrote to you on 1 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood, which is specifically excluded from cover.

You have requested a review of AAMI's decision. You believe the damage should be covered on the basis that you have lost everything.

My Decision

I have read and considered all of the available material on your file including

reports from the external assessor and hydrologist, along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19 and 21.

I have reviewed AAMI's letter and the reports it obtained and information it considered and I am satisfied AAMI's letter dated 1 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your contents was caused by flood.

I accept that the flood was caused by overflow of the Brisbane River on or around 12 January 2011, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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GPO Box 3
MELBOURNE VIC 3001

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

8 June 2011

Mr. Paul Holmes
Senior Solicitor / Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Holmes,

Re: AAMI Claim Number [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 11 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 14 January 2011 to advise that water had entered their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your clients on 13 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 11 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 13 April 2011 sets out the basis of the decision not to accept

your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

You have stated your client, [REDACTED], was provided with an assurance by an AAMI representative that he would be covered for flood, and on this basis agreed to insure the home and contents with AAMI. Further, you state your clients never received a copy of the relevant Product Disclosure Statements (Policy) and therefore the exclusions in the policy do not apply. You assert AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your clients of the relevant exclusion.

I have confirmed that a copy of the policy documentation was posted to your clients on 3 December 2009. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days, section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I note your position that your client was told when taking out the policy with AAMI that he was covered for flood and would not have taken out insurance with AAMI without that reassurance. You allege that as a result of AAMI's misrepresentations [REDACTED] has acted in reliance on that statement to his detriment. That is, your client was given a policy totally inadequate given that he expressly stated he wanted cover for flood due to the flood event he experienced in 2009. You believe AAMI must pay for the consequences of this misrepresentation.

As [REDACTED] had a face to face conversation with an AAMI representative at an AAMI branch I am unable to verify conversation your client had when speaking to AAMI about the policy when it was taken out. However, I note the AAMI representative in question has confirmed his understanding of AAMI's policies and the cover they provide and is confident in stating he would not advise a customer flood cover is provided. I have also confirmed AAMI Management's directives to staff are to advise customers of basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

Your client's policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your clients, the policyholders, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is

incorrect, or if the cover they have purchased is inadequate, the onus remains with your clients to contact AAMI and complete the required amendments.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 9 February 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the flooded Bremer River, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

CONSUMER APPEALS SERVICE

5 May 2011

[REDACTED]
Baroona Road
PADDINGTON QLD 4064

Dear Mr. [REDACTED]

Re: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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.

Page 31 of the contents policy booklet provides that AAMI will pay for spoilage of frozen food caused by failure of electricity supply to your home to a limit of \$400.

The Claim

You contacted AAMI on 14 January 2011 to report evacuation due to heavy rains. You were subsequently advised AAMI would consider the matter of damage to your home and contents, as whilst damage caused by storm and rainwater was covered by the policy, damage caused by flood was not. You advised you also wished to claim for damage attributed to civil commotion, as volunteers assisting with the cleanup had trampled areas surrounding the home that were not damaged by water.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report stating that the damage to your property was due to flood.

After considering the assessment report and other information to hand, AAMI wrote to you on 8 April 2011 advising the claim was not for acceptance.

Consumer Appeals Service
601 St. Kilda Road, Melbourne 3004, PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: (03) 9529 1214 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You have advised it was AAMI's staff who suggested lodging the claim under the insured event of Storm and rainwater and you consider the damage you wish to claim as detailed in your email of 29 April 2011 is attributed to that cause. You also seek cover for the contents of your refrigerator and freezer when the power to your home was cut, as well as items covered under the civil commotion insured event.

You now ask that I review this matter.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file.

Damage to Building & Contents

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 8 April 2011 sets out the basis of the decision not to accept your claim. I understand that you have asked for your claim for the damage sustained to a number of items to be accepted on the basis they were damaged by rainwater. However, I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was caused by an event covered under the policy such as rainwater, I accept that the whole of the damage to your property and contents was caused by flood.

I accept that this was caused by the overflow of the Brisbane River, causing floodwaters to flow down the storm water channel to the south of your property, causing it to rise and overflow. The evidence indicates the water then travelled over land and inundated your property and I also accept that the policy clearly provides that this occurrence is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

Spoiled Frozen Food

Notwithstanding, I understand your food in your freezer was spoiled as a result of this event. The policy provides cover for additional benefits, such as

'Spoiled frozen food'. I accept the policy states that AAMI will pay for spoiled frozen food caused by failure of public electricity to your home other than because of industrial action.

I note AAMI has conducted enquiries into the failure of the electricity supply and was unable to substantiate their claim that flood (as defined in the policy) caused the electricity to fail, which therefore led to the spoilage of your food. In the circumstances, I am pleased to advise AAMI has agreed to accept and settle your claim for frozen food spoilage.

I have therefore returned the file to AAMI's Home Claims Department, who will contact you shortly to further process this aspect of the claim. Alternatively, you may contact AAMI's Home Claims Department during business hours on 13 22 44.

Civil Commotion

I understand you believe damage arising from volunteers assisting in the cleanup of areas surrounding and in your property should be covered under the Civil Commotion insured event provided by the policy.

I have considered the definition of 'commotion', as defined at www.dictionary.com and note the definition is set out as follows:

1. violent or tumultuous motion; agitation; noisy disturbance: *What's all the commotion in the hallway?*
2. political or social disturbance or upheaval; sedition; insurrection.

Based on the circumstances you have described, I am not satisfied civil commotion was the cause of the damage to the items you wish to claim.

My decisions represent 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: info@fos.org.au

Yours faithfully,

A large black rectangular redaction box covering the signature.A black rectangular redaction box covering the name.

Dispute Resolution Officer

13 May 2011

[REDACTED]
[REDACTED] Wilpowell Street
OXLEY QLD 4075

Dear Mr. [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 15 January 2011 to report flood water entry at your house whilst you were holidaying in Perth.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report and flood maps, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you on 29 March 2011.

AAMI's decision was made on the basis the damage to your home was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You state upon policy inception in 2000, you were asked a number of questions relating to the home, but none of these mentioned an exclusion for flood damage and you believe you would be covered for such a cause. You seek reconsideration of the current decision not to accept the claim.

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 policy provides 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 page 11. Whilst I note your comments that you were not verbally informed by AAMI of an exclusion relating to damage caused by flood, I accept the onus is with a policyholder to read the policy documentation that is sent to them following their policy inception, to ensure the cover detailed meets their requirements. If upon reading the documentation, the policyholder identifies the cover is insufficient, I consider it remains up to them to find alternate cover that fits their needs.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 29 March 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was caused by an event covered under the policy such as rainwater, I accept that the whole of the damage to your home was caused by flood as a result of overflow of a watercourse.

I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.


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:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808

Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

23 May 2011

[REDACTED]
[REDACTED] Cornish St
BUNDAMBA QLD 4304

Dear Mr. & Mrs. [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also considered a report from the Insurance Council of Australia's hydrology panel to confirm the cause of the water inundation.

After considering the reports, AAMI wrote to you on 11 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood which is specifically excluded from cover.

You have requested a review of AAMI's decision and the matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 11 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood.

I accept that the damage was due to the overflow of the Bundamba Creek and the Bremer River, caused by backwater flooding of the Brisbane River resulting in water inundating your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.


Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

7 June 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: AAMI Claim Number [REDACTED]
Your Reference [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 30 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 12 January 2011 to advise that water had flooded their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 13 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 30 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 13 March 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of

the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

Your client does not dispute receiving the Product Disclosure Statements (Policy) which sets out the exclusions in the policy, including flood as an exclusion. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I accept the onus is on your client to contact AAMI if your client was confused or required clarification over the policy coverage, including any exclusions that are stated.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 29 January 2011 and that the hydrology report formed only part of the evidence relied upon.

I acknowledge your clients believe storm water run-off caused the damage to their property however as your clients property has a floor or habitable level 600mm above ground level, on the balance of probabilities I do not accept storm water runoff would have caused any damage inside your insured's property.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of Bundamba Creek, which received floodwaters from the Bremer River, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

7 June 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: **AAMI Claim Number** [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 17 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, canal, dam or stormwater channel.

Consumer Appeals Service
447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



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 Claim

Your client contacted AAMI on 14 January 2011 to advise that water had entered their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 12 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 17 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 12 April 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of

the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I note your position that your client was not told when taking out the policy with AAMI that he was not covered for flood. You allege that as a result the claim should be paid. Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your client had when speaking to AAMI about the policy when it was taken out. However I have confirmed AAMI Management's directives to staff are to advise customer's basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

You have also stated your client did not recall receiving the relevant Product Disclosure Statements (Policy) and that the exclusions in the policy therefore do not apply, as the documents were not received until after the contract was in place. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

I have confirmed that a copy of the policy documentation was posted to your client. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 27 January 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the flooded Bremer River, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,



Robert Hazell
Dispute Resolution Officer

18 May 2011

[REDACTED]
Po Box [REDACTED]
MILTON QLD 4064

Dear Mr and Mr [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 16 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 18 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood which is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the claim has not being properly reviewed as there was no flood waters in your area.

The matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 18 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood.

I accept that the damage was caused by the overflow of the Brisbane River causing water to inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

My decision represents AAMI's final decision 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:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

3 August 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Holmes,

RE: AAMI Claim Number: [REDACTED]
Your Reference [REDACTED]
Clients: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 14 July 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 13 January 2011 to report their house was inundated with water due to heavy rain.

A claim was lodged and AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 18 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 14 July 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms and conditions of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The AAMI Home Building and Contents policies provide cover for loss and damage caused by storm and rainwater, but specifically provide that loss or damage caused by flood are not covered. I accept that this is clearly set out in the home and contents policy booklets.

You have stated your clients were not made aware of the policy exclusion for damage caused by flood and had relied on AAMI to alert them of the inadequacy of the policy for their needs given their circumstances. Further, you state AAMI staff had a duty of utmost good faith to inform your clients of the unsuitability of the insurance cover selected during consultation with them. You assert AAMI has failed in its statutory responsibility to treat your clients with 'utmost good faith' as required by section 13 of *The Insurance Contracts Act 1984* (ICA).

I am satisfied that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and therefore section 69(2) of the ICA provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days of commencing cover is sufficient. I note that you do not dispute that your clients were provided with a copy of the policy documentation, therefore I accept that your clients were issued the policy documents AAMI was required to send.

Your clients' policy is defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your clients, the policyholders, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in the documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your clients to contact AAMI and complete the required amendments or find alternate cover.

You have asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building).

Accordingly, I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 18 May 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I have considered your argument that the damage to your clients' property was caused by storm water run-off and / or rain. I accept that in order to claim for storm water runoff damages to the home and contents, the onus is with your clients to establish, on balance of probabilities, this occurred prior to flood water, or mixed flood and storm water, damaging them. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain or storm water.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 26 January 2011 and therefore it is my view that the hydrology report can be taken into account when evaluating all the collective evidence relating to the event.

In summary, I accept that the damage to your clients' home and contents was caused by overland floodwaters from the Bremer River resulting in inundation of your clients' property. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made within two years of the date of this letter to:

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MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer

27 May 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: AAMI Claim Number: [REDACTED]
Your Reference [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 10 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 12 January 2011 to advise that water had entered their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 31 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 10 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 31 March 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of

the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

You have stated your client did not recall receiving the relevant Product Disclosure Statements (Policy) and that the exclusions in the policy therefore do not apply, as the documents were not received until after the contract was in place. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

I have confirmed that a copy of the policy documentation was posted to your client on 19 July 2007. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I note your position that upon telephoning AAMI prior to evacuation from their home, your client was informed by a staff member *'Mr Hakim congratulations I have gone through your policy and you are covered for flood'*. You also assert 2 days later Mr Hakim was advised to keep receipts of all rentals so if the claim was approved AAMI would then reimburse your client. You allege that as a result of AAMI's misrepresentations Mr Hakim has acted in reliance on that statement to his detriment. That is, a number of salvageable items were thrown out as AAMI would replace them and had he not have been told that he would have salvaged these items. You believe AAMI must pay for the consequences of these misrepresentations.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your client had when speaking to AAMI about the damage to their home and contents. However I have confirmed AAMI Management's directives to Claims Assist staff were to advise customers the policy covers damage caused by stormwater runoff, but not damage caused by flood, meaning the inundation of normally dry land by water escaping from a watercourse or lake, for example a river. Customers were to be referred to the policy booklet and website for specific wording surrounding the cover and informed that as there had been a significant volume of rain, they were encouraged to lodge a claim which would then be carefully assessed in order to determine whether the damage was caused by flood or stormwater runoff.

There is no evidence before me to indicate this directive from Management to staff was not followed. I am not satisfied your client were assured any loss or damage to their home would be covered by their policy. I do not accept your clients' loss increased as a result of advice provided by AAMI.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 1 February 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the flooded Brisbane River, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

4 April 2011

[REDACTED]
[REDACTED] Carrington Place
EMERALD QLD 4720

Dear Mr & M [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your patience whilst I have conducted my review of your claim.

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 was lodged under an AAMI Home Building and Contents Insurance Policy.

Each of the Home Building and Home Contents policy booklets explain (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood. Both policy booklets set out flood does not mean stormwater runoff from areas around the sire, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

The Claim

You contacted AAMI on 3 January 2011 to report that your home had been inundated by floodwaters that had commenced five days earlier. AAMI arranged for a home building assessor to attend your residence and report on the damage sustained. At this time, you advised a large shed or garage at the rear of your property had been badly affected, and that the main building was spared any water damage.

Following their initial inspection, AAMI obtained a hydrology report from WRM Water + Environment (WRM) that detailed the nature of the flood that Emerald as a township had experienced. A short time later, a representative of WRM contacted you to discuss the specific circumstances of the water inundation your property had experienced.

After considering all of the available information including various conversations with you and WRM's reports, AAMI wrote to you on 23 February 2011 to advise the claim was not for acceptance. AAMI set out the

decision had been made on the basis the damage you were claiming was the result of flood and therefore not covered under the terms of the policy.

You are not satisfied with AAMI's decision and while you accept the decision not to accept the claim based on flood, you believe AAMI provided misleading advice when you commenced the policy stating you were covered in such situations. You assert had such representations not been made, you would not have purchased the policy. You have now asked that I review the matter.

My Decision

I have read and considered all of the available material on your file and have sought further information and clarification from WRM and AAMI. I have also considered a report in relation to the 2008 Emerald flood event. As you are aware, given the nature of these claims, each must be considered individually and any findings I make are limited to the particular property and the specific circumstances of each claim.

Flood

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 each of the policy booklets on pages 13 and 21 respectively.

The policy also states that 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.

I accept the area where your house is located is in a flood prone area and had previously experienced flood events one of which occurred in 2008.

I note WRM made comment in their report that there was no evidence that local stormwater runoff contributed to the damage to your property. Further, following their discussions with you after the flood, WRM noted water entered your property from a storm water channel to the rear of your property.

In my discussions with you, I note your view the water that inundated your property was predominately from the watercourse to the rear. In your statements, you confirm water entered your garage from the rear watercourse and receded within 24 hours. Further, you state there is no underground drainage system in your area, rather rainwater from your property runs into the street gutter on Carrington Place to the front, and the watercourse to the rear. You also state that in any normal storm event water from your property runs into the watercourse to the rear.

I have reviewed Google maps and an interactive flood map of your area. I note the watercourse to the rear of your property runs east to west and water appears to drain into the large stormwater channel to the west of your property and eventually into the Nogoia River.

In light of the rainfall patterns, the duration of the inundation and other evidence, I accept that the water which entered your property was backflow water from the Nogoia River. I accept such water escaped from the river, entered stormwater channels and in turn the watercourse to the rear of your property, rather than travelling across land, outside of channels and drains, from the river or the stormwater channel to the west.

For present purposes, I accept that for your property the watercourse to the rear serves as a drain for normal rain water. After careful consideration of the specific circumstances of your property and the loss you suffered, it is my view that it cannot be ruled out that the water which caused the inundation of the garage escaped from the watercourse to the rear of your property, rather than travelling across land from the stormwater channel to the west or the river. As stated above, I accept the watercourse to the rear of your property serves as a drain. Damage caused by water escaping from a drain is covered under the terms of the policy and you are entitled to the interpretation of the policy.

Consequently, I am pleased to confirm AAMI have agreed to accept your claim pursuant to the other terms and conditions of the policy. AAMI will contact you shortly to arrange the further processing of your claim.

AAMI's representations

I note your assertions that when you commenced the policy covering your home and contents in 2008, that AAMI staff provided assurances flood would be covered. I have investigated this and whilst staff may have advised some claims are covered in some circumstances, each claim and each event must be considered in isolation. I am unable to accept you would have been provided with an absolute assurance you would be covered for flood for future events, when the policy clearly provides otherwise.

I must advise that both the home and contents policies do not cover flood and should such an event occur in the future, AAMI will not be obliged to accept a claim, should it be deemed the cause of the loss or damage was flood, as defined in the policies.

Yours faithfully



Dispute Resolution Officer

CONSUMER APPEALS SERVICE

1 June 2011

[REDACTED]
[REDACTED] Rosewood Marburg Road
MARBURG QLD 4346

Dear Mr. [REDACTED]

Re: AAMI Claim [REDACTED]

Thank you for your patience whilst I have been reviewing AAMI's decision regarding your contents claim.

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 considered the information you have provided and have discussed the matter with Management in the QLD Home Claims department. It has been agreed that a site specific hydrology report should be obtained from a suitably qualified expert, with a view to determining whether the contents were damaged by rainwater runoff as opposed to floodwater.

Once the inspection has occurred and the related report received, the Home Claims Manager will make contact with you to advise if the previous decision has been revised. If you are then not satisfied with the decision you receive, you are entitled to seek a further review by my office.

I have requested contact be made with you by the Home Claims department later this week in order for a mutually agreeable time to be arranged for the hydrologist to attend. However, if you disagree with the proposed course of action, please notify me.

If you have any questions regarding this decision, please do not hesitate to contact my office on 1300 240 437.

Yours faithfully,

[REDACTED]
[REDACTED]
Dispute Resolution Officer

Consumer Appeals Service

447 Collins Street, Melbourne 3000. PO Box 14150, Melbourne City Mail Centre, Vic 3001
Telephone: 1300 130 794. Facsimile: 1300 316 047. Email: consumerappeals@aami.com.au
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15 July 2011

[REDACTED]
[REDACTED] Dawn Crescent
EMERALD QLD 4720

Dear Ms [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your patience whilst I have conducted my review of your 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 was lodged under an AAMI Home Building and Contents Insurance Policy.

Each of the Home Building and Home Contents policy booklets explain (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood. Both policy booklets set out flood does not mean stormwater runoff from areas around the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

The Claim

You contacted AAMI on 3 January 2011 to report that your home had been inundated by floodwaters a week earlier. AAMI arranged for a home building assessor to attend your residence and report on the damage sustained. At this time, the assessor noted water had inundated your home to a level of approximately 75mm damaging most rooms.

Following their initial inspection, AAMI obtained a hydrology report from WRM Water + Environment (WRM) that detailed the nature of the flood that Emerald as a township had experienced. A short time later, a representative of WRM contacted you to discuss the specific circumstances of the water inundation your property had experienced.

After considering all of the available information, AAMI wrote to you on 23 February 2011 to advise the claim was not for acceptance. AAMI explained the decision had been made on the basis the damage you were claiming was the result of flood and therefore not covered under the terms of the policy.

You are not satisfied with AAMI's decision and contacted the Financial Ombudsman Service (FOS) to lodge an appeal. As the matter had not been through the relevant

internal dispute resolution process, your dispute has been referred to my office for review before it can be considered by the FOS.

You state you were of the belief that your policy covered you for flood and prior to the floods you state you contacted AAMI and were assured by the operator that you would be covered. Further, you assert the water that entered your home had come from drains surrounding the property and you note that the hydrologist report does not address this issue. You assert the damage to your home was from stormwater and are therefore seeking for AAMI to cover the claim.

My Decision

I have read and considered all of the available material on your file and have sought further information and clarification from AAMI. I have also considered a report in relation to the 2008 Emerald flood event. As you are aware, given the nature of these claims, each must be considered individually and any findings I make are limited to the particular property and the specific circumstances of each claim.

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 each of the policy booklets on pages 13 and 21 respectively.

The policy also states that 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.

I accept the area where your house is located is in a flood prone area and had previously experienced flood events one of which occurred in 2008.

I note WRM made comment in their report dated 18 February 2011 the initial inundation of the street would have been from the Nogoa River water backing up the stormwater pipes. It ruled out stormwater runoff. WRM also noted the Nogoa River overflowed and drained in a northerly direction along the western (upstream) side of town along a major constructed open channel, which in turn overflowed towards your property.

In my discussions with you, I note your view the initial water which inundated your property came from the storm water drains in the street gutters at the front of your property. You advised you saw the water flowing out of the storm water drains and fill the street. You also noted a stormwater channel or irrigation channel of some sort to the rear of your property which too filled with water and overflowed.

I have reviewed Google maps of your area. I note the stormwater channel at the rear of your property runs north and water appears to drain into the large stormwater channel to the west of your property and eventually into the Nogoa River. In light of the rainfall patterns, the duration of the inundation and other evidence, I accept that the water which entered your property was backflow water from the Nogoa River. I accept such water escaped from the river, entered stormwater channels and in turn the constructed channel to the rear of your property, rather than travelling across

land, outside of channels and drains, from the river or the stormwater channel to the west.

For present purposes, I accept that for your property the open channel which WRM refer to serves as a drain for normal rain water. After careful consideration of the specific circumstances of your property and the loss you suffered, it is my view that it cannot be ruled out that the water which caused the inundation of your home came from the drains both at the front and to the rear of your property, rather than travelling across land from the stormwater channel to the west or the river. As stated above, I accept the watercourse to the rear of your property serves as a drain. Damage caused by water escaping from a drain is covered under the terms of the policy and you are entitled to the interpretation of the policy.

Consequently, I am pleased to confirm AAMI have agreed to accept your claim pursuant to the other terms and conditions of the policy. AAMI will contact you shortly to arrange the further processing of your claim.

Yours faithfully,



Dispute Resolution Officer

10 May 2011

[REDACTED]
[REDACTED] Gordon Street
MILTON QLD 4064

Dear Mr. & Mrs. [REDACTED],

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

Page 31 of the policy booklet provides that AAMI will pay for spoilage of frozen food caused by failure of electricity supply to your home to a limit of \$400.

The Claim

You contacted AAMI on 17 January 2011 to report water entry at your property, damaging contents in your garage. You attributed this to a storm water drain down the road backing up.

You were subsequently advised AAMI would consider the matter of damage to your contents, as whilst damage caused by storm and rainwater was covered by the policy, damage caused by flood was not.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you on 5 April 2011.

AAMI's decision was made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You also seek cover for the contents of your freezer when the power to your home was cut, which has not been addressed by AAMI.

You now ask that I review this matter.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file.

Damage to Contents

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 5 April 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was caused by an event covered under the policy such as rainwater, I accept that the whole of the damage to your contents was caused by flood.

I accept that this was caused by the overflow of a watercourse branching off the Brisbane River. The evidence indicates the water then travelled over land and inundated your property and I also accept that the policy clearly provides that this occurrence is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

Spoiled Frozen Food

Notwithstanding, I understand your food in your freezer was spoiled as a result of this event. The policy provides cover for additional benefits, such as 'Spoiled frozen food'. I accept the policy states that AAMI will pay for spoiled frozen food caused by failure of public electricity to your home other than because of industrial action.

I note AAMI has conducted enquiries into the failure of the electricity supply and was unable to substantiate their claim that flood (as defined in the policy)

caused the electricity to fail, which therefore led to the spoilage of your food. In the circumstances, I am pleased to advise AAMI has agreed to accept and settle your claim for frozen food spoilage.


I have therefore returned the file to AAMI's Home Claims Department, who will contact you shortly to further process this aspect of the claim. Alternatively, you may contact AAMI's Home Claims Department during business hours on 13 22 44.

My decisions represent 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

CONSUMER APPEALS SERVICE

11 May 2011



Lindeman Street
SPRINGFIELD LAKES QLD 4300

Dear Mr. & Mrs. [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (the policy).

The policy booklet explains that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 16 January 2011 to advise during the heavy rain water had backed up through the storm water drains and flooded the street, which had caused damage to your contents.

AAMI appointed an external assessor from Cunningham & Lindsay, who provided a report stating that the damage to the property was due to flood. AAMI also obtained a report from the Insurance Council of Australia Hydrology Panel to confirm the cause of the water inundation and examined interactive flood maps provided on the Queensland Government website.

After considering the reports and information, AAMI wrote to you on 8 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood, which is specifically excluded from cover.

You have requested a review of AAMI's decision. You have advised you specifically sought clarification from AAMI on 12 August 2010 as to how to differentiate storm and flood damage and that the response you were provided with in regard to what when water damage would be covered

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matches the situation that this dispute relates to. You have advised the damage occurred after it was raining heavily and this caused at least part of the loss incurred. You have advised the drains surrounding your home were unable to cope with the rainfall and your contents were damaged by this before the river broke its banks. Additionally, you question why AAMI has not agreed to settle you for spoiled frozen food under the relevant policy benefit and have raised concerns regarding AAMI meeting its obligations under its Customer Charter.

My Decision

I have read and considered all of the available material on your file including reports from the external assessor and hydrologist, along with the interactive flood map provided on the Queensland Government website.

Damage to Contents

The AAMI Home Contents policy provides 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 page 19.

I acknowledge your position is that the drains surrounding your home were unable to cope with the rainfall and your contents were damaged by overflow from this before floodwaters entered the property. I further note you consider AAMI's advice on 12 August 2010 that you would be covered if it has been raining heavily and floods your home has not been complied with in respect to this claim, as this is what you consider happened. However, without any evidence to support this position, I believe the evidence presently to hand should be relied upon, which is that water from a stormwater channel connected to the Brisbane River rose and overflowed, then travelled overland before entering your home.

I have reviewed AAMI's letter and the reports and information it considered and I am satisfied AAMI's letter dated 8 April 2011 sets out the basis of the decision not to accept your claim. In the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your contents was caused by flood and I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

If you are able to provide any evidence you considers supports your position that all or some of the damage to your contents was caused by storm and rainwater prior to floodwaters coming into contact with them, the matter can be reconsidered.

Spoiled Frozen Food

Notwithstanding, I understand your food in your freezer was spoiled as a result of this event. The policy provides cover for additional benefits, such as 'Spoiled frozen food'. I accept the policy states that AAMI will pay to a maximum of \$400 for spoiled frozen food caused by failure of public electricity to your home other than because of industrial action.

I note AAMI has conducted enquiries into the failure of the electricity supply and was unable to substantiate their claim that flood (as defined in the policy) caused the electricity to fail, which therefore led to the spoilage of your food. In the circumstances, I am pleased to advise AAMI has agreed to accept and settle your claim for frozen food spoilage.

I have therefore returned the file to AAMI's Home Claims Department, who will contact you shortly to further process this aspect of the claim. Alternatively, you may contact AAMI's Home Claims Department during business hours on 13 22 44.

AAMI Customer Charter

I note your view that AAMI did not comply with its Customer Charter on a number of occasions throughout its handling of your claim. It is my understanding your concerns in this regard have not been considered by AAMI Management. If you are able to provide specific details in regard to the occasions you consider AAMI breached its Customer Charter, those details will be provided to AAMI Management to consider and arrange a response to you in regard to the issuing of any \$30 Penalty Payments.

Once that has occurred, if you are dissatisfied with the Manager's response, you can seek a further review of that by my office.

My decisions 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: info@fos.org.au

Yours faithfully,

A large black rectangular box redacting the signature of the Dispute Resolution Officer.A black rectangular box redacting the name of the Dispute Resolution Officer.

Dispute Resolution Officer

19 May 2011

[REDACTED]
[REDACTED] Romulus Street
ROBERTSON QLD 4109

Dear Mr [REDACTED] and Miss [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 28 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood which is specifically excluded from cover.

You have requested a review of AAMI's decision and as such the matter was forwarded to my office for review. In addition, you advised that AAMI told you to dispose of the carpets and they would arrange replacements for you. You also advised AAMI informed you they would cover the cost of an attending electrician so your essential items were up and running again.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 28 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood.

I accept that the damage was caused by the overflow of the Lagoon Creek causing water to inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

I have considered the matter on the carpet and electrician expenses you believe AAMI informed you they would pay for. Upon discussing the matter with AAMI management I can advise that AAMI have accepted the electricians cost you have incurred and will be in contact with to discuss the settlement of this item. The basis of this is that the electricians cost was to check the stove, fridge, air conditioner, hot water system and other electrical appliances to make sure they were safe and fix if possible. AAMI have confirmed they advised they approved this work and as such have accepted these costs.

I have discussed the matter of the carpet with AAMI management who have declined to accept any cost incurred as there has been no financial loss incurred as the damage to the carpet was such that they had to be removed due to health and safety concerns. I acknowledge your statement that you would have adopted a cheaper method of drying the carpet instead of

removing them if you knew AAMI were not going to pay for them, however I am also persuaded by the fact this conversation occurred on 17 January 2011 some 6 days after the carpets were inundated by water. I can confirm messages from this day clearly indicate that you can start disposing of items that are starting to smell but to keep photos of everything. Later that same day the messages further state you removed the carpet as it was starting to smell and advised you would keep a small section for the assessor to view who will determine coverage. This confirms to me that the carpet was taken up prior to any discussion about any carpet replacement and clearly indicates any such disposal of items would be assessed for coverage when an assessor attends

Unfortunately I do not have any evidence before me to indicate that when you first rang AAMI they indicated they would pay for new carpet regardless of the claim decision. Unfortunately in the absence of messages to confirm this assertion I am guided by the policy and procedures of AAMI and stating to a customer that AAMI would replace carpet whether the claim is covered or not is not the policy of AAMI. Therefore, while I empathise with your circumstances I am satisfied AAMI is not required to pay for replacement carpet.

Therefore, I am satisfied AAMI is not required to pay for replacement carpet but will meet the costs incurred by the electrician.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

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Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

28 July 2011

[REDACTED]
John Dalley Drive
HELENSVALE QLD 4212

Dear Ms [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request to have your claim reviewed through AAMI's internal dispute resolution (IDR) process.

As previously advised, it is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR process.

The Policy

The claim has been lodged under AAMI's Landlord Insurance Policy.

Page 14 of the policy provides that you are covered for damage or loss occurring during the period of cover caused by flood.

The Claim

On 18 January 2011 AAMI was notified of a claim you needed to lodge for damage to your property situated at 53 Tramore Street, Rocklea, which was caused by flood on 12 January 2011.

A claim was lodged and AAMI appointed an external assessor, Cunningham Lindsey, to assess the loss. AAMI subsequently accepted the claim for flood damage to the home.

However, a dispute has arisen in regard to damage to the stumps at the home, as AAMI attributes it to soil movement, which is excluded under all sections of the policy.

You have advised the floor was fine prior to the flood event and is now bowed. You believe the repair of the stumps needs to be covered under the claim, on the basis the damage was caused by the flood.

My Decision

I have considered all the information to hand relating to this matter, including the report compiled and submitted by Morgan Consulting Engineers (Morgan), who inspected the home to determine any structural damage that had

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occurred as a result of the flood event.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

In regard to the damage in dispute, I note Morgan's report stated:

'The concrete stumps to the residence appear to be original, or were replaced many years ago. The stumps are generally in reasonable condition although the stumps at the front are showing severe signs of degradation due to age, such as cracking, and spalling. Some of these cracks have been repaired in the past.'

'The stumps in the front wall are leaning to the left hand side of the residence, however the fibro sheeting has been cut to profile in places to suit this lean, and has clearly been in this condition for many years.'

'There is a noticeable difference in level between some stumps.'

In relation to damage caused by the flood event, Morgan's report concludes:

'The spalling and cracking of concrete is caused by corrosion of reinforcement within the stump, and in this case, the hinges inserted into the stumps have caused much of the damage. This process occurs over a period of many years and could not be caused by a brief one-off event.'

'The site is likely to be underlain by highly reactive clay, and the increased moisture content under the residence as a result of the flood event has caused swelling of the soil and lifting of the lightly loaded stumps in the centre of the main bedroom and living room. This has resulted in the uneven floor in these rooms, which is considered to exceed normal serviceability limits. This is considered to be as a result of the recent flood event.'

Based on Morgan's opinion as set out above, I am satisfied it has been established that the flood event caused damage to the stumps in the centre of the main bedroom and living room, resulting in uneven floors in these two rooms. Accordingly, I have discussed the matter with AAMI's Home claims department and can advise AAMI will be covering the damage to the stumps Morgans have nominated as being damaged by the flood and floors in the main bedroom and living room.

In regard to the remaining stumps AAMI has previously declined to cover, I am not satisfied it has been established these suffered damage as a result of the flood event, as opposed to from other causes. I note Morgan has stated in relation to this:

'The large and relatively random pattern of settlement previously experienced in the stumps indicates that the soil supporting these stumps has failed in bearing. There does not seem to be any recent increase in settlement. Therefore this is considered to be not as a result of the flood event.'

I accept I can rely on the expert opinion of Morgan, in the absence of any contradictory expert findings.

In summary, with the exception of the stumps in the centre of the main bedroom and living room and the floors in these rooms, I am not satisfied it has been established the remaining damage in dispute occurred as a result of the flood event as opposed to other causes over an extended period of time.

In the circumstances, I accept that AAMI is required to cover the stumps in the centre of the main bedroom and living room and the uneven floors in these two rooms. However, I am satisfied AAMI is entitled to decline to cover the remaining damage in dispute, on the basis that the evidence to hand supports it was not caused by the flood event.

I have now returned your claim file to AAMI's Home claims department, who will contact you shortly in regard to the details relating to the revisions to the scope of works and the damage settlement, to reflect the amendments arising from this review.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

9 June 2011

[REDACTED]
[REDACTED] Johnstone Street
SHERWOOD QLD 4075

Dear M [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 14 January 2011 to advise that your house had been damaged during the recent storms.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 19 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood which is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe as you were initially advised you would be covered and were advised additional consideration would be given based on this.

The matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 19 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood.

I note your position that upon telephoning AAMI initially you were informed by a staff member that you would be covered and believe further consideration should be given to your claim based on this information. Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation you had when speaking to AAMI about the damage to your home and contents.

I have confirmed AAMI Management's directives to Claims Assist staff were to advise customers the policy covers damage caused by stormwater runoff, but not damage caused by flood, meaning the inundation of normally dry land by water escaping from a watercourse or lake, for example a river. Customers were to be referred to the policy booklet and website for specific wording surrounding the cover and informed that as there had been a significant volume of rain, they were encouraged to lodge a claim which would then be carefully assessed in order to determine whether the damage was caused by flood or stormwater runoff.

There is no evidence before me to indicate this directive from Management to staff was not followed. I am not satisfied you were assured any loss or damage to their home would be covered by their policy. I do not accept you loss increased as a result of advice provided by AAMI.

I accept that the damage was caused by the overflow of the Oxley Creek which flowed down an unnamed tributary of the creek causing water to flood overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

My decision represents AAMI's final decision 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:

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Yours faithfully,

Robert Hazell
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

17 May 2011

[REDACTED]
[REDACTED] Nardoo Street
FERNVALE QLD 4306

Dear Miss [REDACTED]

Re: AAMI Claim Number [REDACTED]

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

601 St Kilda Road, Melbourne 3004 PO Box 14180, Melbourne City Mail Centre, Vic 3001
Telephone: 1300 130 794 Facsimile: (03) 9529 1214 Email: consumerappeals@aami.com.au
Austliam Associated Motor Insurers United ABN 92 004 291 744 AFSL No. 238173



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:

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Yours faithfully,



Dispute Resolution Officer

18 May 2011

[REDACTED]
[REDACTED] Leybourne Street
CHELMER QLD 4068

Dear Mr [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request I review AAMI's decision regarding your claim.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

Your Policy

Your claim has been made under an AAMI Home Building and Contents Insurance Policy (the policy).

In summary, the policy covers you for sudden and unexpected damage caused by the insured events listed on pages 8 to 13 and 16 to 20 of the policy booklets. One of the events covered is loss or damage caused by or arising from *Storm and rainwater*.

Page 12 and page 18 of the policy booklets explain you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 13 and page 18 of the policy booklets further explain you are not covered for 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 reservoir, 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 Claim

You contacted AAMI on 13 January 2011 to report water had entered your home to approximately knee height causing damage. A claim was lodged AAMI and arranged for external assessor Cunningham & Lindsey to attend your property to inspect and report on the damages. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After reviewing the reports, AAMI decided to obtain a second assessment report on your property. Upon review of the second assessment report, AAMI requested a specific hydrologist report on your property and appointed WRM to conduct this report.

You were dissatisfied with the progress of your claim and the timeframe in reaching a decision. AAMI explained that the hydrologist report would take several weeks to be obtained and due to it being a specific site report they could not expedite the matter.

You remained dissatisfied with this response and contacted the Financial Ombudsman Service to lodge a complaint. You are disappointed at the timeframe taken to resolve the claim and are seeking for AAMI to payout your claim.

My Decision

I have read all of the available material on the file.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Contents policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

I can advise that recent weather events across Australia have placed stress on AAMI's resources and they are endeavouring to expedite the claims process for its customers. This unfortunately requires time and on behalf of AAMI I thank you for your patience in this matter.

I can confirm that that whilst damage or loss caused by flood (as defined above) is not covered, damage or loss caused by stormwater runoff from areas surrounding

the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface is covered, subject to the other terms and conditions of the policy.

It is essential that all available information is sought in making a correct decision on your claim. In response to your claim, AAMI believe it is appropriate to obtain the expert opinion of a hydrologist on the cause of water ingress given rise to the damage to your property. Once the report is received, AAMI will conduct a review of the matter and a decision will be provided.

Accordingly, I accept AAMI are entitled to obtain all relevant information before a final decision is made pursuant to the terms and conditions of the policy.

My decision represents AAMI's final decision 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:

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Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

29 June 2011

Mr. Paul Holmes
Senior Solicitor / Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Holmes,

Re: AAMI Claim Number: [REDACTED]
Your Reference [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 16 June 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 15 January 2011 to advise that water had inundated their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your clients on 31 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your client's file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 16 June 2011.

You have stated your clients did not receive a copy of any Product Disclosure Statement (PDS) from AAMI until after the premium was paid. As a consequence, you assert that AAMI can not rely upon the exclusions contained within the policy as the PDS was not received until after the policy was in place.

It is my understanding there is no dispute AAMI did post the relevant policy booklets to your clients, after the policy was incepted. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given

orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your clients the relevant documentation when required to do so.

Your clients' policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your clients, the policyholders, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your clients to contact AAMI and complete the required amendments or find alternate cover.

In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The AAMI Home Building and Contents policies provide cover for loss and damage caused by storm and rainwater, but specifically provide that loss or damage caused by flood is not covered. I accept that this is clearly set out in the home and contents policy booklets.

Whilst storm water runoff is an event that is covered under AAMI's Home Building and Contents policies, I accept the onus is with your clients to establish, on balance of probabilities, this occurred prior to flood water, or mixed flood and storm water, damaging them. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and rainwater. I do not believe there is sufficient evidence to hand to support that some part of the damage occurred solely as a result of storm water runoff or rainwater entering your clients' home.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 31 March 2011 sets out the basis of the decision not to accept your clients' claim. When considering this matter, I am guided by the expert qualified opinion of the external assessor and hydrologist. In the absence of any other evidence from similarly qualified experts to prove the damage was due to an event covered under the policy, I accept it was caused by floodwaters from the Brisbane River.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 8 February 2011, and therefore it is my view that the hydrology report can be taken into account when evaluating all the collective evidence relating to the event.

In summary, I accept that the damage to your clients' home and contents was caused by floodwater inundation from overflowing of the Brisbane River. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made within two years of the date of this letter to:

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MELBOURNE VIC 3001

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Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

4 April 2011

Mr [REDACTED]
[REDACTED] Oxford Street
MOUNT WAVERLY VIC 3149

[REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your phone call to my office on 14 March 2011. You have requested I review AAMI's decision regarding your claim.

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 made under AAMI's Landlord Insurance Policy (the policy).

The policy covers you for loss or damage to your insured building caused by the insured events set out on pages 12 - 17 of the policy booklet. One of the events covered is loss due to flood.

Page 28 submits, *'We will pay for the loss of rent incurred by you while your landlord building is being rebuilt or repaired if:*

- *your landlord building has been damaged or lost by an insured event, and*
- *we agree your landlord building is no longer habitable, and*
- *your tenant was paying rent due under a current rental agreement with you for at least four consecutive weeks preceding the date the damage or loss occurred'.*

The Claim

You contacted AAMI on 14 January 2011 to report that your rental property had suffered storm damage two days earlier. On 19 January 2011, AAMI contacted you to discuss the details of your loss where you advised that during a storm, your property had been flooded. Accordingly, AAMI organised for a loss assessor to attend your property.

On 23 February 2011, AAMI contacted you to discuss the loss of rent aspect of your claim. You were advised that at this stage, the loss of rent aspect of the claim had not been approved as it had not been ascertained that your tenant had paid four consecutive rental payments prior to the loss. As part of AAMI's investigation, they had been advised that your property had an upstairs and downstairs area and the rental payments were divided between the two levels. As the upper level tenants had moved

out, it left the full payment to be made by the tenant in the lower level who was unable to do so.

On 11 March 2011, you contacted my office expressing your dissatisfaction with the loss of rent aspect not yet being approved under your claim. You advised that the tenant's last payment was on 16 December 2010 which covered the rent to 19 December 2010. You further advised that the current rental agreement does not expire until 14 April 2011. You were dissatisfied with AAMI's decision so pursuant to AAMI's Internal Dispute Process, your concerns were referred to Technical Support Officer [REDACTED] to review.

[REDACTED] reviewed your claim and contacted you on 14 March 2011 to discuss. On this call, [REDACTED] maintained the decision not to cover your loss of rent under this claim. He reiterated that in order to be eligible for the loss of rent benefit, the tenant must have paid four consecutive weeks of rent prior to the loss. As it had been confirmed that the rent was only paid up to 19 December 2010 and the date of loss was on 12 January 2011, the benefit did not apply to your claim.

You remained dissatisfied with AAMI's decision and subsequently contacted my office the following day. You submitted that the tenant had made punctual rental payments from April 2005 right up until 16 December 2010 and had abandoned the property on approximately 11 January 2011. You further advised that as the rental agreement is effective till 14 April 2011, the loss of rent benefit should be applied to your claim. You have now asked that I review your claim.

My Decision

I have read and considered all of the available material on the file.

As a matter of general principle, the onus is on the insured to prove, on the balance of probabilities, that the claimed loss or damage was caused by an insured event. Once an insured establishes a prima facie case, the onus falls on the insurer to prove that the loss or damage did not arise from an insured event or is otherwise excluded from cover.

Page 28 of the policy booklet is clear in stating that you are covered for loss of rent incurred by you if your property is damaged by an insured event. In order for this benefit to apply, the property must be deemed unliveable; the tenant must have paid four weeks consecutive rent preceding the date of loss and the tenant must be on a current rental agreement.

During our recent conversation, you advised that your tenant had vacated your property prior to the date of loss leaving outstanding rental payments. As previously mentioned the loss of rent benefit covers loss of rent incurred due to an insured event. I understand that you had an agreement with your tenant stating that although they had vacated the property, they were still responsible for all rental payments until a new tenant had been found. Accordingly, as your tenant had vacated your property prior to the date of loss, I am satisfied that this event did not prejudice your ability to collect rent and therefore, you did not incur a loss of rent.

Further more, I accept that a current rental agreement must be in place to be covered for loss of rent. Although I accept that your rental agreement originally expired on 14 April 2011, I am satisfied that your tenant terminated the rental agreement effective 19 December 2010, being prior to the date of loss.

Having reviewed all the available information on the claim, I am satisfied that as your tenant had vacated the property prior to the date of loss, this event did not prejudice your ability to collect rent. Further more, I am also satisfied that there was not a rental agreement in place at the date of loss and your tenant had not paid four consecutive weeks of rent preceding the date of loss. As such, it is my view that you have not met the requirements for the 'loss of rent' benefit to apply on your claim.


Accordingly, I believe that AAMI's decision not to cover your loss of rent is correct, pursuant to the terms and conditions of your policy.

My decision represents AAMI's final decision 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
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MELBOURNE VIC 3001

Telephone: 1300 780 808
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Email: info@fos.org.au

Yours faithfully


Dispute Resolution Officer

20 April 2011

[REDACTED]
[REDACTED] Thagoona-Haigslea Road
THAGOONA QLD 4306

Dear Mr & Mrs [REDACTED],

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that the lower level of your home had been inundated by flood water.

AAMI appointed an external assessor Cunningham Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a Hydrology Area Report that had been jointly issued by three established hydrology firms (hydrologist) to confirm the cause of the water inundation.

After considering the reports, AAMI wrote to you on 8 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision on the basis a previous claim in 2008 was accepted.

My Decision

I have read and considered all of the available material on your file including reports from the external assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Building and Contents Insurance 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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 8 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept the flood was caused by floodwater overflowing from O'Shea Gully, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I note you submit AAMI accepted claim 5423964700 for a storm and rainwater event that occurred on 18 November 2008. However, there is no information to indicate AAMI accepted this claim as being the result of a specific event of flood rather it appears AAMI considered it consistent with Storm and rainwater for which the policy responds.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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Email: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

12 May 2011

[REDACTED]
[REDACTED] Kent Street
NORTH IPSWICH QLD 4305

Dear [REDACTED],

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that due to the heavy rains the water was rising. You advised you left your property on at which stage the water was up to the roof of your home.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a hydrology report commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 8 April 2011 advising the claim for flood damage was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and believe the entire claim should be covered. You believe you should be covered as you do not live near the river, therefore storm damage and not flood has caused the damage.

The matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 8 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the inundation of flood water escaping and overflowing from the Tivoli Creek and/or Bremer River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

6 May 2011

[REDACTED]
[REDACTED]
Talara Way
MANGO HILL QLD 4509

Dear Mr. & Mrs. [REDACTED]

RE: AAMI Claim Number - [REDACTED]

Thank you for your request that I review the decision made by AAMI in regard to your home building claim.

As previously advised, it is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

Your Policy

You currently hold a Home Building Insurance policy with AAMI for your residence.

Your policy covers you for sudden and unexpected damage caused by the events listed on pages 8 to 13. One of the events covered is 'Storm and rainwater', including hail.

Your Claim

You contacted AAMI on 10 January 2011 to lodge a claim for damage to the retaining wall at your home, which had collapsed.

AAMI subsequently declined the claim and sent you a letter stating this was on the basis of the retaining wall not having been properly maintained and repaired, or not complying with local government or other statutory requirements.

As you disagreed with the decision, you requested my office review the matter.

You advised my office the wall was constructed by the developers of the estate your home is in. Your position is that the Council has confirmed signing off on the estate development and that it would therefore follow the wall did meet any requirements in place at the time of the construction. You have further advised the Council informed you there was not a Code or Building Regulation specific to retaining walls when it was constructed.

Consumer Appeals Service
447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



My Decision

I have read and considered all of the available material on your file.

I note ICPS Australia (ICPS) has recently advised AAMI the only requirement for construction of retaining walls at the time yours was built was that it needed to be designed by an Registered Professional Engineering in Queensland (RPEQ) with relevant experience in similar type of work in accordance with recognised Engineering first principles. There was no specific Code or Building Regulation it needed to adhere to and instead it was left to the discretion of the RPEQ undertaking the design to satisfy and demonstrate due diligence in regard to the engineering principles and procedures adopted.

I believe it is reasonable to accept the retaining walls constructed on your property during the development of the estate met the requirement of being designed by an RPEQ, given the development was considered acceptable by the Council.

Accordingly, taking this into account, I am not satisfied AAMI can rely on the exclusion it has nominated to decline your claim and I have given consideration to whether there is evidence to support that an insured event as defined in the policy was the cause of the damage to the wall.

I note ICPS's report does attribute the collapse to hydrostatic pressure building up during the prolonged rainfall in early January, so I am pleased to advise your claim has now been accepted on the basis that rainwater predominantly caused the wall to collapse.

I have returned the claim file to AAMI's Home Claims department and you will be contacted shortly in regard to the arrangements for progressing with the claim.

If you have any questions relating to my decision, please do not hesitate to contact my office via the details on the first page of this letter.

Yours faithfully,



Dispute Resolution Officer

22 August 2011

[REDACTED]
[REDACTED] Chelmer Street E
CHELMER QLD 4068

Dear Ms [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 15 January 2011 to advise that your house had been inundated by storm water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 15 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood which is specifically excluded from cover.

You contacted the Financial Ombudsman Service (FOS) unhappy with AAMI's decision to deny your claim. You refute the information AAMI has relied upon in reaching its decision and believe the claim should be covered.

The matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 15 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood.

I accept that the damage was caused by the overflow of the Brisbane River causing water to inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

11 April 2011

Mrs Elyse Laszlo
Mr Nick Laszlo
■ Mannikin Street
NARANGBA QLD 4504

Dear Mrs and Mr Laszlo,

RE: AAMI Claim Number: ■

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 11 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist, WRM Water & Environment (WRM) to confirm the cause of the water inundation.

After considering the reports, AAMI wrote to you on 16 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the water escaped from the street drains as there were no signs of any significant water flow through the channel. You advised the WRM report offered no evidence to support its conclusion the Burpengary creek overflowed which they believe caused the water inundation.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with photographs of the affected area in the absence of flood mapping.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 16 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I acknowledge your belief that water escaped from a three meter square storm water drain in close proximity to your property. However based on the hydrologist report and photographs of the water inundation taken during the event, the evidence before me indicates the predominant cause of the flood was the over flow of the Burpengary Creek. Therefore, I accept that the flood was caused by floodwaters from Burpengary, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

29 April 2011

[REDACTED]
[REDACTED] Looranah Street
JINDALEE QLD 4074

Email: [REDACTED]

Dear [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 18 January 2011 to advise that you were evacuated from your house and that it had been inundated by flood water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 30 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision. You advised that you heard of

other insurers providing payments based on compassionate grounds. You are seeking for AAMI to consider providing you with a compassionate payment.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 30 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the watercourse running through the Jindalee Gold Course to the east of your property has risen due to a backflow of floodwater from the Brisbane River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

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Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

17 June 2011

[REDACTED]
[REDACTED]
[REDACTED]
WOOLLOONGABBA QLD 4102

Dear Miss [REDACTED] and [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 14 January 2011 to advise that you were evacuated from your home due to rising water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a hydrology report commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 31 March 2011 advising the claim for flood damage was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and on this basis the matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 31 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the inundation of flood water escaping and overflowing from the Brisbane River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

18 April 2011

[REDACTED]
[REDACTED] Warana Avenue
THE GAP QLD 4061

Dear Mr & Mr [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your recent claim. I can confirm that I have completed the review on behalf of Carolyn Biram.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

Your Policy

Your claim has been made under an AAMI Home Building Insurance Policy (the policy).

Your policy is designed to provide you with financial protection and peace of mind against sudden and unexpected loss or damage to your contents caused by the events set out on pages 8 to 13 of your policy booklet. One of the insured events covered is 'Storm or rainwater'.

In summary, page 14 of the policy explains you are not covered under any section of the policy for damage, loss, cost or liability caused by or arising from or involving: structural failure or other failure or breakdown; soil movement or settlement.

Your Claim

You contacted AAMI on 9 January 2011 to lodge a claim for damage sustained to your property. You advised that it had been raining for several days, causing the retaining wall to collapse. You advised the retaining wall holds up your deck and a water tank. Consequently, Pattersons Insurerbuild (Pattersons) attended your home to secure the damage. Pattersons subsequently reported the rear retaining wall underneath the deck collapsed as a result of heavy rain and lack of reinforcement. Water then entered into your office causing damage.

Shortly afterwards, AAMI engaged Construct Insurance Building Services (Construct) to attend your home on 24 January 2011 to assess the damage. In the report submitted by Construct, they advised the heavy rain appeared to have flooded the inadequate drainage system behind the retaining wall, causing it to shear the reinforcing bars, resulting in the collapse of the wall. Construct noted the retaining wall was less than one meter in height, but the load bearing wall appeared to be supporting an embankment greater than two

meters in height, which included two bored piers supporting a deck extension and a water tank with an approximate four tonne capacity. Construct therefore believed the retaining wall had not been adequately constructed. On this basis, Construct recommended instructing an engineering to undertake further enquiries into this matter.

Subsequently, AAMI engaged an engineer, Censeo, who attended your home on 15 February 2011, to inspect and ascertain the cause of the damage. After considering the reports, AAMI's Home Claims Service Manager, Lily Harris, believed the retaining wall had not collapsed as a result of the storm but believed its failure was due to a design fault. Consequently, Ms Harris wrote to you on 23 March 2011 advising your claim was not one for acceptance.

In your letter dated 28 March 2011, you set out your dissatisfaction with AAMI's decision. You state the wall had adequate drainage and the failure of the wall was due to the recent storm, rather than a design fault. Further, you advised the erosion occurred after the wall had collapsed as a result of the torrential rain that occurred afterwards. Further, you submit AAMI has not provided any evidence to indicate your property was not properly maintained.

You now ask that I review this matter.

My Decision

Thank you for your patience whilst I have read and considered all of the information on your file.

It is a general principle of insurance law it is up to the policyholder to prove the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building Insurance Policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

In reviewing this matter, I accept Censeo inspected the solid block wall at your property and identified 7.7 meters of the block wall had collapsed and separated from its base. Further, Censeo determined the ground behind the wall had not been filled with compacted fill, rather they found evidence of bottles, debris, rubble and rubbish. Consequently, I accept Censeo determined rain would easily be able to penetrate the rubble, causing the soil to heave and therefore putting extra weight on the wall. I accept the policy clearly excludes any loss or damage caused by soil movement or settlement.

I acknowledge Censeo believed excess moisture in the uncompacted fill caused by an extreme storm event or a period of heavy rainfall may have caused the retaining wall to be pushed over. However, I accept Censeo identified the block wall had sheared off the footing mortar at the base and was therefore satisfied other issues, such as blocked weeps holes and unsuitable compaction levels behind the wall, contributed to the failure of the wall. Consequently, I accept Censeo was satisfied the collapse of the retaining wall was due to lack of connection to the footing, blocked weep holes and uncompacted fill behind the retaining structure.

I have considered your concerns why you believe your claim should be accepted. Even though I am satisfied the failure of the wall was a result of structural failure or breakdown, which is specifically excluded under all sections of the policy, I accept Censeo identified a period of high rainfall, which occurred during December 2010, may have also contributed to the collapse of the wall.

Accordingly, based on the information before me, it is my view AAMI is obliged to cover a portion of the damage sustained to wall. I have therefore returned the file to AAMI's Home Claim Department, who will contact you shortly with the view of negotiating settlement for the damage sustained to the wall.

In regard to the internal damage, I note AAMI has not previously considered this aspect of your claim. Consequently, I have also discussed this matter with AAMI management and I am pleased to advise they have agreed to consider covering the internal damage sustained to your home.


If you remain dissatisfied with AAMI's decision regarding the settlement of the wall or internal damage, you may contact my office and ask that I further consider this matter further for you.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

13 May 2011

[REDACTED]
PO BOX [REDACTED]
HAMILTON QLD 4007

Dear Mr [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 18 January 2011 to advise that your house had been inundated by flood water which came up underneath your house about a metre high into the laundry.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 5 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and state AAMI provided cover the last time your property was flooded back in June 2008, however AAMI have declined to do so this time. You believe that as you were covered for flood the last time around you would like AAMI to accept the claim and cover the flood damage this time also.

My Decision

I have read and considered all of the available material on your file including reports from the assessor, Hydrology Area Report and the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 5 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and Hydrology Area Report in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I acknowledge your assertions that you were covered last time for flood damage. I can confirm the claim you are referring was lodged on 25 May 2009. I can confirm these South East Queensland storms were not classified as flood damage, hence why you were covered for damage to the fridge and washing machine. I can also confirm an assessment of the damage to your property was not conducted at this time. Even if I were to accept that a flood caused damage to your property at this time and AAMI covered you for this event, I am satisfied that each claim is settled on its own merits according to the terms and conditions of the policy.

I accept your assertion that if the decision has been made in any way to deny claim based on the assessors report it is incorrect. However, I can confirm the main basis of the decision has been based on the Hydrology Area Report and unfortunately I am bound by this Hydrology Area Report which states your property was inundated by flood waters escaping or overflowing from Breakfast Creek which received flood waters from the Brisbane River.

I accept that the flood was caused by overflow of Breakfast Creek which received flood waters from the Brisbane River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In

the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

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Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

26 May 2011

[REDACTED]
[REDACTED] Tattler Court
MORAYFIELD QLD 4506

Dear Mr [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 11 January 2011 to advise that your house had been inundated with water from the storm.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report regarding the damage to your property. AAMI also obtained relevant rainfall data from the Bureau of Meteorology (BOM) to investigate the cause of the water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 4 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the damage was caused by storm water and state your neighbour's claim was accepted by their insurer as they obtained a report confirming the damage was caused by storm water.

You now ask that I review the matter.

My Decision

I have read and considered all of the available material on your file including report from Cunningham & Lindsey, the rainfall data along with interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 4 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the overflow of Sheep Station Creek, which is located approximately 100 metres south of your property and flows in a north east direction to join the Caboolture River. I also accept that if any rainwater runoff or water escaping from nearby drains did contribute to the local floodwater height, this was the result of water joining already heightened Creek level and its overflow. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

[Redacted Signature]

Dispute Resolution Officer

CONSUMER APPEALS SERVICE

9 June 2011

[REDACTED]
Dalrello Court
TOWOOMBA 4350 QLD

Email: [REDACTED]

Dear M [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (the policy).

The policy booklet explains that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 12 January 2011 to advise that your house had been flooded, which had damaged your contents. During subsequent discussions with AAMI you advised you believed the water was rainwater runoff.

AAMI appointed an external assessor Cunningham & Lindsay, who provided a report for consideration. AAMI also obtained a report from WRM Water & Environment and examined interactive flood maps provided on the Queensland Government website, as well as information from the Bureau of Meteorology.

After considering the reports and information, AAMI wrote to you on 3 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood, which is specifically excluded from cover.

You have requested a review of AAMI's decision. You believe the damage should be covered as you do not believe the reports being relied upon are accurate.

Consumer Appeals Service
447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 6001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 244 AFSL No. 238173



My Decision

I have read and considered all of the available material on your file including reports from the external assessor and WRM, along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19 and 21.

I have reviewed AAMI's letter and the reports it obtained and information it considered and I am satisfied AAMI's letter dated 3 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your contents was caused by flood.

I accept that the flood was caused by overflow of the Oakey Creek, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

A large black rectangular box redacting the signature of the Dispute Resolution Officer.A black rectangular box redacting the name of the Dispute Resolution Officer.

Dispute Resolution Officer

25 June 2011

Mr Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services (Consumer Protection)
GPO Box 2449
BRISBANE QLD 4001

Dear Mr Holmes,

RE: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 21 June 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 15 January 2011 to advise that due to the floods your house had been damaged.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 31 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 21 June 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 31 March 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any

other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I note there is no dispute your client received the policy schedule and certificate. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I note your position that your client was not told when taking out the policy with AAMI that the policy was inadequate for his needs. I make note in your submission that your client was aware that he lived in a suburb that was affected by water flow on a regular basis'. However, upon review of AAMI's records the policy began on 1 April 2001 there are no records that your client made AAMI aware of his intimate knowledge of the water flow issues in the Rocklea area. I accept your position that you believe that as a result of AAMI's failure to inform and draw your client's attentions of the shortcomings of the policy that AAMI must pay for the claim in accordance with AAMI's duty of utmost good faith as outlined in section 13 of the Insurance Contracts Act 1984.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversations your client had when speaking to AAMI about the policy when it was taken out. However I have confirmed AAMI Management's directives to staff are to advise customer's basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

I can confirm that since 1 April 2001 there have been no less than three separate policy updates in this time which have been sent to your client. I can confirm that flood has been excluded from policy coverage since the beginning of your client's policy. As you would be aware the duty of utmost good faith is besotted upon both parties to the contract. I am of the view that based on your clients concern for his major asset (House) and his intimate knowledge of the Rocklea area that he should have made AAMI aware of this major concern so that AAMI could have also verbally advised your client that flood is not part of AAMI's underwriting risk.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your client's policies are defined events policies, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the Rocky Water Holes Creek and Oxley Creek which received floodwaters from the Brisbane river via the Oxley Creek, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

6 July 2011

[REDACTED]
[REDACTED]
[REDACTED] Tamari Place
PETRIE QLD 4502

Dear Miss [REDACTED]

Re: AAMI Claim umber [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 contacted AAMI on 12 January 2011 to report water entry at your property on 11 January 2011, which you stated was storm water runoff from your street.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage, as well as an in-house assessor to attend following Cunningham Lindsay's assessment. Cunningham Lindsay and AAMI's assessor subsequently submitted their reports and after considering these and the other information to hand, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you on 11 May 2011.

AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

Consumer Appeals Service

447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



You are dissatisfied with the outcome of this claim. You state in your opinion, the water that entered your home came from the local storm water drains, which was unable to merge with the Pine River as it was already full from the release of the North Pine Dam. You state the water was not floodwater from the North Pine River, as that water did not travel in the direction of your home, but rather, it was flash flooding from storm water runoff and driving rain.

You have now requested I review the matter.

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 provide that loss or damage caused by flood is not covered.

Therefore, if the watercourse adjacent to your home flooded and that water inundated your home, I accept the loss is not covered by the policy. However if heavy rainfall accumulated on ordinarily dry land such as in your home's yard and that isolated rainwater ran off into your home, then I accept that event would be covered as a rainwater runoff claim. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and other water such as storm water runoff or water escaping from a drain.

The policy booklet defines flood as 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 reservoir, canal, dam or storm water channel.

Taking into account your advice to my office that the water that damaged your home was not floodwater from the North Pine River or its unnamed tributary, as that water did not travel in the direction of your home, I remain mindful that the policy excludes cover for circumstances where ordinarily dry land is flooded by water which cannot enter a watercourse since that watercourse is already full or overflowing. I accept water of this nature is still defined by AAMI as floodwater.

I have reviewed the details noted during the assessment completed by AAMI's in-house assessor and note they state you advised all the water came from the watercourse adjacent to the western boundary of your home that rose during the event.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 11 May 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was first caused by an event covered under the policy, I accept that the whole of the damage to your home and contents was caused by flood and that this occurrence is not covered under the policy.

I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

28 June 2011

N [REDACTED]
[REDACTED] Strong Avenue
GRACEVILLE QLD 4075

Dear Ms [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that you were forced to evacuate your home as it had been inundated with water after severe storms.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a hydrology report commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 17 May 2011 advising the claim for flood damage was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe your claim should be covered. You state you have reviewed the hydrologist report and believe the water which inundated your home came from the stormwater drains and did not travel overland. You also believe that AAMI have not taken into account the topography in

the area which supports your assertions. On this basis you now ask that I review the matter.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 17 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted and that the water came from the stormwater drains. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that a minor contribution of the overall flooding to your home may have come from water escaping from drains near your property at the time of the main flood event. I confirm that under Australian Insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain.

Accordingly, I accept that the flood was caused by floodwater inundation from the overflowing of the Oxley Creek approximately 450 metres south east of your property which received significant volumes of floodwaters from the Brisbane River, causing it to rise and overflow. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

21 March 2011

[REDACTED]
[REDACTED]
SAMFORD QLD 4520

Dear Mrs & Mr [REDACTED]

Re : AAMI Claim Number [REDACTED]

I refer to your request that the Financial Ombudsman Service (the FOS) consider your dispute with AAMI. I wish to advise my office is required to review the matter prior to the FOS. On this basis, I thank you for your request for a review of AAMI's decision regarding your home claim.

It is my role as Dispute Resolution Officer to review your dispute in accordance with AAMI's internal dispute resolution process.

Your Policy

Your claim has been made under AAMI's Home Building Insurance Policy.

Page 6 of the policy booklet explains what we cover as the building. It states *'The building is the dwelling and other structures at the site used for domestic or residential purposes'*.

The policy is designed to provide you with financial protection and peace of mind against sudden and unexpected loss or damage to your building caused by the events set out on pages 8 to 13 of the Home Building Insurance policy booklet.

In summary, page 12 of the booklet provides that you are covered for loss or damage resulting from storm and rainwater, including stormwater run-off from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface. Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 14 of you policy booklet states that you are not covered under any section of the policy for loss, damage, cost or liability caused by or arising from or involving *'erosion or washing away of soil, earth or gravel', 'the washing 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' or 'soil movement or settlement'*.

Your Claim

You contacted AAMI on 17 January 2011 to advise that heavy rain had caused damage to your driveway.

AAMI advised you of the limitations of your policy. You stated you were of the view your driveway should be covered and so AAMI requested that you forward photos of your driveway so that the matter could be reviewed.

Upon receipt of your photos AAMI advised your claim fell outside the terms and conditions of your policy and therefore your claim was not one for acceptance.

You were dissatisfied with this and approached the FOS, AAMI subsequently appointed Construct Services Pty Ltd (Construct) to perform an assessment of the damage to your property. After considering the content of the assessment report, AAMI remained of the view your claim was not one for acceptance.

On this basis I will now review these matters.

My Decision

I can confirm I have read and considered all the available information on the claim file.

It is my understanding the damage you are claiming relates solely to the driveway and AAMI does not dispute a storm event occurred at your property. However, AAMI has advised my office your claim for storm damage was not accepted on the basis that damage caused by or arising from or involving *'the washing 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'* is excluded under all sections of the policy.

You have stated that you are of the view that your driveway surface is not loose as it is a compacted road base which, while made of gravel, is heavily compacted by a roller. You feel that it is equivalent to a bitumen surface and should therefore be covered under the policy.

I note the photos provided indicate that some of your driveway has a concrete edging but that there is nothing before me to indicate that the rest of your driveway has any adhesive substance applied to it (such as tar, asphalt or bitumen). Accordingly I accept that there is nothing to indicate that the surface cohered and I am therefore not persuaded by your view that it is not a loose surface.

Regardless of this I note the only damage claimed to your property is that the gravel surface has been washed away. I note your AAMI policy clearly and unambiguously states the erosion or washing away of soil, earth and gravel is not covered under any section of your policy.


Accordingly, I accept that AAMI's decision not to cover the damage to your driveway is correct pursuant to the terms and conditions of your policy.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

20 May 2011

[REDACTED]
[REDACTED] Clara Street
CORINDA QLD 4075

Email: [REDACTED]

Dear Mr & [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 17 January 2011 to advise that your house had been inundated with water from the storm.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 8 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the damage was caused by storm water and not flood.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 8 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the overflow of the Oxley Creek located approximately 400 metres to the south east of your property which has risen and overflowed, causing floodwaters to travel overland and inundate your property via the Benarrawa Reserve on or around 12 January 2011. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I advise that the information relied upon in making this decision can be located at: www.insurancecouncil.com.au

The specific areas referred to were:

1. Insurance Council of Australia Hydrology Panel report (Volume 1 – Flooding in the Brisbane River Catchment)
2. Insurance Council of Australia Hydrology Panel report (Volume 2 – Flooding in Brisbane LGA)

And the Queensland Reconstruction Authority Interactive Flood Map:
<http://www.qldreconstruction.org.au/maps/interactive-map>

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

29 June 2011

[REDACTED]
[REDACTED] Belmore Court
PINE MOUNTAIN QLD 4306

Dear Mr. & Mrs. [REDACTED]

RE: AAMI claim number [REDACTED]

Thank you for your request I review AAMI's decision relating to the above claim.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR process.

Your Policy

Your claim has been made under an AAMI Home Building Insurance Policy. In summary, the policy covers loss or damage arising from the events listed on pages 8 to 13, subject to no exclusions applying. Amongst the events covered is damage by Storm and rainwater.

Page 14 and 15 of the policy details the general exclusions applicable to the policy.

Your Claim

You contacted AAMI on 19 February 2011 to lodge a claim for damage to your driveway which occurred whilst you were overseas. You advised there had been flooding in your area and the bitumen driveway had lifted due to water seepage.

AAMI arranged an assessment of the damage by an external assessing company, Cunningham Lindsay. After considering the contents of the assessment report and the information to hand, AAMI wrote to you on 5 May 2011 to advise your claim was not for acceptance.

You contacted my office to request a review of the matter. You explained whilst you accepted the washing away of the loose gravel service, which was for decorative purposes, was not covered. However, this had exposed the layer beneath which you consider was damaged by the heavy and consistent rain over a three week period. You advised due to this, the driveway is now damaged and filled with potholes. You queried the estimate the assessor had made regarding the repair cost and references in the assessment report.

My Decision

I have read and considered all of the information on the claim file, including photographs and the assessment report.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your AAMI Home Building policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

I consider AAMI's letter dated 5 May 2011 provides a detailed basis for its decision and I confirm I agree with its position. I acknowledge you are not claiming for the loose surface of the driveway, but rather the layer beneath. Nevertheless, I accept that exclusions cited in AAMI's letter are applicable to the claim and that accordingly, AAMI are not required to settle your loss, irrespective of any payment made previously to you for a similar matter.

Consequently, taking all of the above into consideration, I am satisfied AAMI is entitled to decline your claim.

My decision represents AAMI's final decision 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
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MELBOURNE VIC 3001

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully


Dispute Resolution Officer

19 May 2011

[REDACTED]
[REDACTED] Penong Street
WESTLAKE QLD 4074

Dear Mr and Mrs [REDACTED]

Re AAMI Claim Number [REDACTED]

Thank you for your letter of 15 April 2011 addressed to the Managing Director of AAMI and copied to [REDACTED] Chief Executive Officer of The Suncorp Group.

My office conducts the internal dispute resolution (IDR) process for The Suncorp Group which includes AAMI. Pursuant to this process, we have the authority of the Chief Executive Officer to make binding decisions on AAMI and all complaints regarding disputed claims are referred to my office. Therefore Mr Snowball has referred your letter to my office and asked that we respond on his behalf.

Please note that whilst we have the authority to make binding decisions on AAMI, such decisions are not binding on you and you retain the right to seek further review of the decision by the Financial Ombudsman Service or through the legal system.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution (IDR) process.

Your AAMI Policy

Your claim has been made under an AAMI Home Contents and Building Insurance Policy with Complete Replacement Cover. In general terms, the policy provides you with financial protection and peace of mind against loss or damage occurring to your home building from one of the events listed in 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.

Your Claim

You contacted AAMI on 14 January 2011 to advise that your home had been inundated by flood water causing damage to your building and contents.

AAMI appointed an external assessor Cunningham Lindsey who provided a report stating that the damage to your home and contents was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 6 May 2011 advising the claim was partially for acceptance as the damage to your building and contents was caused by flood after an initial lower inundation by stormwater run off and/or water escaping nearby drains. AAMI's decision had been made on the basis that any damage to your home and contents caused by flood is specifically excluded from cover.

AAMI advised they accepted your property was inundated to a maximum depth of 70 mm above ground floor level by stormwater runoff and/or water escaping nearby drains on 11 January 2011. AAMI further advised additional damage to your property was caused by later inundation by floodwaters from Westlake after receiving floodwaters from the Brisbane River causing it to rise to a depth of approximately 2.2 meters above ground level on 12 January 2011. On this basis AAMI have advised they would cover all damage up to a maximum height of 70mm at your property.

You have requested a review of AAMI's decision by my office.

My Decision

I have read and considered all of the available material on your file including reports from Cunningham Lindsey and the Hydrologist.

The AAMI Home Building and Contents Insurance 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 booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 6 May 2011 sets out the basis of the decision to only accept part of your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert opinions of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the whole of the damage was caused by an event covered under the policy, I accept that the damage to your property caused by flood is not covered.

In cases where there is an initial inundation resulting from stormwater runoff followed by a further inundation caused by flood water as defined by the policy, I accept that it is appropriate, in light of insurance and legal principles, for AAMI to cover you for the damage caused to the lounge room, main bedroom and study by stormwater run off (70cm), but not the additional damage caused by the flood water inundation.

I accept that the majority of the damage was caused by the overflow of the Westlake which received flood waters from the Brisbane River causing floodwaters to travel overland and inundate your property, and that the policy clearly provides that you are not covered for the damage caused by flooding as defined.

Whilst I empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to only cover damage to the lounge room, main bedroom and study up to 70cm in height from floor level is correct.

My decision represents AAMI's final decision 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
Email: info@fos.org.au
Website: www.fos.org.au

Yours faithfully

Robert Hazell
Dispute Resolution Officer

d

23 May 2011

[REDACTED]
[REDACTED] Domnick Street
CABOOLTURE QLD 4510

Email: [REDACTED]

Dear [REDACTED],

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 20 January 2011 to advise that your house had been inundated with water from the storm.

AAMI appointed an external assessor, Cunningham & Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained relevant rainfall data from the Bureau of Meteorology (BOM) to investigate the cause of the water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 15 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you dispute that you are located near Platypus Creek and advised you are six streets away from the Caboolture River. You assert when commenced the policy the operator assured you that you

would be covered for absolutely everything that could occur. Therefore, you believe AAMI should uphold its contract due to the operator's error. Further, you state the assessor advised you verbally that you would be covered for water damage when they assessed your property.

You now ask that I review the matter.

My Decision

I have read and considered all of the available material on your file including report from Cunningham & Lindsey along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 15 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the overflow of the Caboolture River and in turn, Platypus Creek. I note your property is located approximately 400 metres from the Caboolture River which has risen and overflowed, causing floodwaters to travel overland and inundate your property on or around 10 January 2011. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I have also reviewed your assertion you were advised that you were covered for "absolutely everything" when you commenced the policy. I have reviewed your policy messages and cannot confirm the details of the conversations you had with the operator at the time of taking out your policy. However, I am satisfied that you would not have been advised flood was covered under your policy as there is specific scripting that the operator is to follow when commencing a policy. I am satisfied the AAMI operator would not have told you were covered for something that is specifically excluded from the policy. In any event, I must advise that the onus remains with you the policyholder, to read the booklet and ensure that the cover provided meets your requirements.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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
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MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

12 May 2011

[REDACTED]
Westlake Villas

[REDACTED]
MOUNT OMMANEY QLD 4074

Email: [REDACTED]

Dear Mr & Ms [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that the downstairs area of your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham & Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (Hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 19 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the water initially came up from the various storm water drains in your yard and street and therefore believe the damage should be covered.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 19 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted and I acknowledge your belief that water escaped from a storm water drain in close proximity to your property. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter. After careful consideration of the information and reports obtained, and viewing relevant Government mapping, it is evident that the damage to your contents was caused by flood. Specifically, the Brisbane River approximately 500 metres to the north of your property rose and overflowed causing Westlake and the Brisbane River to become one body of water which continued to rise and overflow. Floodwaters subsequently travelled overland to inundate your property on or around 12 January 2011. In the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

21 June 2011

[REDACTED]
[REDACTED] OXLEY Road
CHELMER QLD 4068

Dear Mr and Mrs [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 10 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood where flood is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe you were advised flood was covered and on this basis my office will now review the matter.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website. I have also considered the contents of your email to my office 3 June 2011.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 10 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the whole of the was caused by an event covered under the policy, I accept that the majority of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of the Brisbane River causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I note your position that upon telephoning AAMI on 12 January 2011 that you were advised you are covered for flood. You allege that as a result of AAMI's misrepresentations AAMI should not renege on this decision. It is my understanding AAMI have investigated this position and interviewed the claims assist operator who allegedly advised you were covered for flood damage. While the operator does not specifically remember this conversation with you she has confirmed that her direction at the time was to advise customers flood was not covered under the policy.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation you had when speaking to AAMI about the damage to your home and contents. However I have confirmed AAMI Management's directives to Claims Assist staff were to advise customers the policy covers damage caused by stormwater runoff, but not damage caused by flood, meaning the inundation of normally dry land by water escaping from a watercourse or lake, for example a river. Customers were to be referred to the policy booklet and website for specific wording surrounding the cover and informed that as there had been a significant volume of rain, they were encouraged to lodge a claim which would

then be carefully assessed in order to determine whether the damage was caused by flood or stormwater runoff.

There is no evidence before me to indicate this directive from Management to staff was not followed. I am not satisfied you were assured any loss or damage to your home would be covered by the policy. I do not accept your loss increased as a result of advice provided by AAMI.

It is my understanding AAMI has accepted the damage to your ceiling as this result of storm water damage and has been settled accordingly.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.

My decision represents AAMI's final decision 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: [REDACTED]

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

14 June 2011

Mr. Paul Holmes
Senior Solicitor / Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Holmes,

Re: AAMI Claim Number [REDACTED]
Your Reference: MAF(Flood [REDACTED])
Client: [REDACTED]

I am writing in regard to your request to have your client's complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 13 May 2011.

The Policy

The claim has been lodged under an AAMI Home Contents Insurance Policy (the policy).

Page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 13 January 2011 to advise their home had been flooded.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 30 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to their property was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your client's file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 13 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Contents policy is a defined events policy, which do not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The AAMI Home Contents policy provides 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.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 30 March 2011 sets out the basis of the decision not to accept your client's claim. I am guided by the expert qualified opinion of the external

assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your client's property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your client's claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 26 January 2011 and that the hydrology report formed only part of the evidence that was relied upon.

You have stated your client was given the impression that she was paying for full and comprehensive insurance cover as she was not told of any exclusions to her cover, and was not told specifically of any flood exclusion. Further, you state your client does not recall receiving a copy of any Product Disclosure Statements (PDS) from AAMI and therefore the exclusions in the policy do not apply. You assert AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

I have confirmed that a copy of the policy documentation was posted to your client. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days, section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I can confirm that a policy or PDS is not required to be sent on each renewal unless there has been a variation to the policy during the preceding period of cover. Accordingly, I can confirm that an updated copy of the PDS was sent to your client with their renewal notice on 7 February 2008. I can confirm that the last policy period of 12 months up to 19 March 2011 has not had a change in the PDS and the PDS last received in 2008 is still current.

Your client's policy is a defined events policy, which do not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

You have also asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and unambiguously

provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19. Accordingly I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

In summary, I accept that the damage to your client's property was caused by the overflow of Oxley Creek which connects to the Brisbane River and runs around your client's property, resulting in inundation of your client's property. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your client's situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

12 July 2011

[REDACTED]
Senior Solicitor/Consumer Advocate
Civil Justice Services (Consumer Protection)
[REDACTED]
BRISBANE QLD 4001

Dear Miss [REDACTED]

RE: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 28 June 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 15 January 2011 to advise that after heavy rains and floods in the area the lower level of their house was inundated with water

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 28 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 28 June 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 28 March 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of

the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

Your client does not dispute receiving the Product Disclosure Statements (Policy) which sets out the exclusions in the policy, including flood as an exclusion. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion. I can confirm that a policy renewal and product disclosure statements (PDS) were printed for your client on 20 May 2007 and lodged with Australia Post on 24 May 2007. I accept the policy notices and PDS sent to your client were not returned for any reason.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I accept the onus is on your client to contact AAMI if your client was confused or required clarification over the policy coverage, including any exclusions that are stated.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 23 February 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of Stable Swamp Creek which leads to the Oxley Creek which connects to the Brisbane River, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

10 June 2011

[REDACTED]
Lot [REDACTED]
[REDACTED] Henry Court
CASHMERE QLD 4500

Dear Mr & Mrs [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your patience whilst I have conducted my review of your claim.

I confirm 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 an AAMI Home Building Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood. The policy booklet sets out flood does not mean stormwater runoff from areas around the sire, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

The Claim

You contacted AAMI on 13 January 2011 to report that a stretch of the driveway leading to your home had been washed away by storm water. You explained that an ordinary dry creek bed lies over the bitumen driveway that had been inundated by storm water runoff causing a section to wash away.

AAMI subsequently obtained an assessment report from Cunningham & Lindsey that set out the nature of the damage and concluded it was the result of flood water from the Brisbane River catchment along with a release from the Wivenhoe Dam.

After considering all of the available information, AAMI wrote to you on 25 March 2011 to advise the claim was not for acceptance. AAMI's decision had been made on the basis the damage was the result of flood and therefore not covered under the terms of the policy.

You are not satisfied with AAMI's decision and have provided a detailed response setting out that in your view the decision regarding your claim is incorrect. You have now requested that I review the claim.

My Decision

I have read and considered all of the available material on your file including the additional information you have provided to my office.

I have also considered other additional material and have sought further information to gain a better understanding of the event and the particular circumstances at your property.

Given the nature of flood claims, each must be considered individually and any findings I make are limited to the particular property and the specific circumstances of each claim.

I accept the basic premise set out in Cunningham & Lindsey's report that the damage to the driveway is a result of flood water and is not solely the cause of storm and rainwater runoff. I also accept damage caused by storm and rainwater is covered by the policy, whilst damage caused by flood is not covered.

In light of the material made available during the course of this review by you and others, I have concerns regarding the level of inundation resulting from storm water runoff. I am of the view that any doubt in relation to this aspect should be resolved in your favour.

In this regard I looked at your claim on the basis that the inundation resulting from storm water runoff and not the result of water that has escaped or overflowed the ordinarily dry creek bed, or a cause consistent with the flood exclusion.

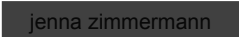
It is therefore my view that it cannot be ruled out that the water which caused the small section of drive way to wash away was caused by storm water runoff, rather than flood water as defined in the policy. As such, AAMI will cover the claim, subject to the terms and conditions of the policy.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully


Dispute Resolution Officer

29 March 2011

[REDACTED]
Apartment [REDACTED]
[REDACTED] Grey Street
SOUTH BANK QLD 4101

Dear Mr [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for the request that my office review AAMI's decision regarding your claim. I can confirm that I have completed this review on behalf of Virginia Graham.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

The Policy

The claim was lodged under an AAMI Home Contents Insurance Policy (the policy).

Page 12 to 15 of the policy explains *Extra Cover for portable valuables* (extra cover). In summary, it explains that AAMI will provide you with extra cover for portable valuables against accidental loss or damage not already covered by the policy while they are at and away from your home within Australia.

Page 31 of the policy booklet provides that AAMI will pay for spoilage of frozen food caused by failure of electricity supply to your home to a limit of \$400.

The general exclusions section on page 22 of the policy provides that you are not covered under any section of the policy for loss or damage caused by or arising from or involving flood.

Flood is defined in the definitions section on page 50 of the policy. It states; ***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 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, canal, dam, or stormwater channel.*

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

The Claim

You contacted AAMI on 24 January 2011 to report your bicycle was chained to a pole in front of car space in the secure underground car park. You were evacuated on Tuesday but when you returned home, you discovered the car park had been flooded causing damage to your bicycle.

AAMI advised your claim was not one for acceptance as the damage sustained to your bike was caused by flood, which is excluded under the terms of the policy.

Shortly afterwards, you expressed concern the food in your fridge was spoiled as a result of the power being turned off for nine days. However, AAMI maintained their decision to not accept your claim.

In your email dated 8 March 2011, you set out your dissatisfaction with AAMI's decision to not accept your claim and state that AAMI did not explain why your claim was not accepted. You state water did not enter your car park from the river, rather you submit water entered your car park due to storm water runoff from the nearby streets as it was unable to escape down the drains. In addition, water was being pumped from the basements of surrounding buildings which also contributed to the flooding of your basement car park. In regard to the spoiled food, you advised Energex cut your power manually at approximately 1am on 12 January 2011, causing the food in your fridge to spoil. You therefore submit you have lodged a valid claim under the terms of the policy as the damage to your property was not caused by the flood.

You now ask that I review this matter.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file.

Firstly, on behalf of AAMI I would like to apologise for your recent experience. I wish to advise you that the majority of AAMI's claims are handled effectively and efficiently without causing distress to the customer. I acknowledge your frustration that AAMI did not provide you with a detailed decision in writing explaining why the claim was not accepted and I wish to advise your feedback will be forwarded to the appropriate manager for future training purposes.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Further, I accept that the policy must be read as a whole and that the general exclusions apply to all sections of the policy, including the general exclusion of flood.

I note AAMI has conducted enquiries into the failure of the electricity supply and was unable to substantiate their claim that flood (as defined in the policy) caused the

electricity to fail, which therefore led to the spoilage of your food. In the circumstances, I am pleased to advise AAMI has agreed to accept and settle your claim for frozen food spoilage.

I acknowledge the bicycle is covered under extra cover for portable valuable for accidental loss or damage. However, I accept the general exclusions listed on page 22 to page 23 of the policy booklet are also applicable. Notwithstanding, I am not satisfied there is sufficient evidence on file to prove stormwater runoff from the surrounding areas caused the damage to the bike, rather than flood as defined in the policy. Consequently, AAMI have agreed to undertake further enquiries into this matter to determine if your loss is covered under the terms of the policy.

I have therefore returned the file to AAMI's Home Claims Department, who will contact you shortly to further process your claim. Alternatively, you may contact AAMI's Home Claims Department during business hours on 13 22 44. If you remain dissatisfied with AAMI's decision once they have completed their further enquiries, you may ask my office conduct a further review of this matter.

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer

30 May 2011

[REDACTED]
[REDACTED] William Terrace
OXLEY QLD 4075

Email: [REDACTED] and [REDACTED]

Dear M [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 16 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 11 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision on the basis that you assert you were not made aware of the Flood exclusion in the policy when you purchased the policy. You state you were also not made aware that your policy does not cover flood in any subsequent renewal conversations you had with AAMI. You advise that had you been made aware of this then you would not have insured with AAMI and would have insured elsewhere.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 11 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the overflow of the Oxley Creek located approximately 750 metres to the east of your property which has risen and overflowed after receiving floodwaters from the Brisbane River, causing floodwaters to travel overland and inundate your property on or around 12 January 2011. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

While I acknowledge your assertion that you were not told by AAMI that flood is not covered by the policy, I would like to advise you that all the information contained in the policy is not conveyed over a telephone conversation. I accept the onus remains with the policyholder to read the policy documents and schedule in its entirety once received to ensure it meets their requirements. I am satisfied the onus rested with you to contact AAMI if you were not satisfied with the policy you purchased or if there were elements specific to your policy, such as the exclusions, that you wished to clarify.

You have also stated you were not made aware of the policy exclusion in subsequent renewals. AAMI's records confirm a copy of the policy booklet was posted to you on 27 March 2008. Section 35 of the *Insurance Contracts Act* 1984 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a

prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted you the relevant documentation when required to do so. In the circumstances, I accept that the policy is subject to the exclusions set out in the policy documentation.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer

30 May 2011

[REDACTED]
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Ms. Kreet,

RE: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 10 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 27 December 2010 to advise the nearby river may flood and query whether there would be cover for resultant damage if it did. Your clients were advised flood is not covered under AAMI's policies.

On 13 January 2011 AAMI was notified water had entered the home and the family had evacuated. Upon returning home, your clients discovered damage to both the building and contents.

A claim was lodged and AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. In addition to the Cunningham Lindsay report, AAMI also considered flood mapping made available by the Queensland Government and a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report was jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your clients on 13 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 10 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 13 April 2011 sets out the basis of the decision not to accept your clients' claim. When considering this matter, I am guided by the expert qualified opinion of the external assessor and hydrologist. In the absence of any other evidence from similarly qualified experts to prove the damage was due to an event covered under the policy, I accept it was caused by flood.

You have stated whilst your clients were informed by AAMI on 27 December 2010 by an AAMI employee their policies did not provide cover for flood, they disregarded this information, believing it to be incorrect, as they had always been under the impression the policies did include flood cover. You further state a prior claim for rainwater entry into the home was accepted by AAMI and that your clients made no distinction in their mind to the source of the water then as to presently. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your clients of the relevant exclusion.

I am satisfied AAMI previously posted the relevant policy booklets to your clients. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your clients the relevant documentation when required to do so. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

Whilst I note a previous event for damage arising from rainwater inundation was claimed in 2008, I am satisfied that occurrence did not constitute a flood. I have considered your advice that your clients sought information from AAMI on 27 December 2010 as to whether or not flood was an event covered under the policy, but opted to disregard the information subsequently received, based on their previous rainwater entry claim and the understanding they had always been covered for flood. However, in my view, the fact your clients made contact with AAMI on that date to ascertain the policy cover indicates they were not sure as to whether the policies they held did provide cover for flood. I am satisfied the onus remained with your clients to read the policy documentation sent to them to ascertain whether the cover provided suited their requirements, as opposed to disregarding the answer they were provided with.

I also note your position that upon telephoning AAMI on 13 January 2011 and lodging a claim, your client was informed by a staff member the event would be covered. You state on this basis, your clients disposed of a number of contents they otherwise may have made efforts to restore.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your clients had when speaking to AAMI about the damage to their home and contents. However, there is no evidence before me to verify your client was provided with advice the claim would be for acceptance and I am not satisfied it has been established any information provided by AAMI resulted in your clients taking actions other than those they needed to anyway, irrespective of whether or not their losses would be covered under their insurance policy.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the Bremer River. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept damage caused by flood is correct.

My decision represents AAMI's final decision in relation to your client's complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

31 May 2011

[REDACTED]
Senior Solicitor/Consumer Advocate
Consumer Protection Unit Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Ms Kreet,

RE: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 14 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 17 January 2011 to advise that water had entered their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 29 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 14 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 29 March 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of

the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

You have stated your client did not recall receiving the relevant Product Disclosure Statements (Policy) and that the exclusions in the policy therefore do not apply, as the documents were not received until after the contract was in place. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

I have confirmed that a copy of the policy documentation was posted to your client on 12 August 2007. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I note your position that your client was told when taking out the policy with AAMI that she was covered for flood and would not have taken out insurance with AAMI without that reassurance. You allege that as a result of AAMI's misrepresentations Miss Nguyen has acted in reliance on that statement to her detriment. That is, your client was given a policy totally inadequate given she expressly stated her location in the flood prone area of Rocklea. You believe AAMI must pay for the consequences of this misrepresentation.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your client had when speaking to AAMI about the policy when it was taken out. However I have confirmed AAMI Management's directives to staff are to advise customer's basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your client's policies are defined events policies, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 10 February 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the flooded Rocky Waterholes Creek, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

7 June 2011

[REDACTED]
[REDACTED] Oxley Road
OXLEY QLD 4075

Email: [REDACTED]

Dear Mrs [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 14 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 20 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision on the basis that you believe the damage was caused by storm water runoff and therefore request that your claim be covered.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 20 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by floodwater inundation from the overflow of the Oxley Creek located approximately 500 metres to the east of your property on or around 12 January 2011. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer

27 April 2011

[REDACTED]
[REDACTED] Leybourne Street
CHELMER QLD 4068

Dear Mr and Mrs [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 14 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (Hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 31 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the week before you commenced cover with AAMI you were advised you were covered for flood damage.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 31 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of the Brisbane River causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I have also reviewed your assertion you were advised that you were covered for flood damage a week before taking out the policy. I have reviewed your policy messages and cannot confirm the details of the conversations you had with the operator at the time of taking out your policy. However, I am satisfied that you would not have been advised flood was covered under your policy as there is specific scripting that the operator is to follow when commencing a policy. I am satisfied the AAMI operator would not have told you were covered for something that is specifically excluded from the policy. In any event, I must advise that the onus remains with you the policyholder, to read the booklet and ensure that the cover provided meets your requirements.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

27 April 2011

[REDACTED]
Po Box [REDACTED]
KENMORE QLD 4069

Dear Mr and Mrs [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home. AAMI also commissioned an external hydrologist WRM Water & Environment Pty Ltd (WRM), to confirm the cause of water inundation at your property at 68 Dumbarton Drive Kenmore 4069.

After considering the reports, AAMI wrote to you on 7 April 2011 advising the claim was partially for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood and stormwater run off where flood is specifically excluded from cover. AAMI advised that as stormwater run off inundated your property up to a maximum

depth of 50 mm above floor level before flood waters inundated your property, they would cover damage up to this height.

You have requested a review of AAMI's decision as you had a similar flood a few years earlier which was paid without question. You advised the stormwater run off was not just 5cm as AAMI have suggested. You advised AAMI covered you last time so you should be paid for all losses again this time.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 7 April 2011 sets out the basis of the decision to only accept part of your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that a major part of the damage to your property was caused by flood.

I am of the view that given the extent of flood damage to your property up to 1.8 metres high, AAMI could have reasonably considered the entire damage to have been caused by flood waters. However, AAMI have been guided by the hydrologist report and have covered you for the maximum amount of stormwater run off damage (50mm) that may have occurred at your property.

I accept that the majority of the damage was caused by the overflow of the Brisbane River flowing up Moggil Creek causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to reduce cover to damage up to 50mm in height from floor level is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

19 April 2011

[REDACTED]
[REDACTED] Longmorn Crescent
MERRIMAC QLD 4226

Dear Ms [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your telephone calls to my office on 30 March and 5 April 2011, requesting I review your concerns regarding AAMI's offer of settlement for your damaged Hapsburg Beale upright piano.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR process and AAMI is required to comply with my decision.

Your AAMI Policy

Your claim has been made under an AAMI Home Contents Insurance policy (the policy). In summary, the policy provides cover for sudden and unexpected loss or damage caused by *storm* and *rainwater*.

Pages 8 to 9 of the policy provides *Contents with limited cover* are items such as valuables, antiques (other than antique furniture), artwork, collections that are limited to \$1,000 in total for each pair, set or collection and up to each specified item's insured value.

Page 11 of the policy explains that if you require cover beyond this limit then your valuables must be specified on the policy. When we 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 item 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 notice.

Page 25 of the policy provides that when we pay a claim for your contents, we will decide to either repair or replace your contents, or pay the cost of repairing or replacing. If we decide to pay the cost of repairing or replacing your contents, our payment will be the current retail or discounted price we may obtain, whichever is the lower.

Your Claim

On 29 December 2010, you contacted AAMI to report rain water damage to contents in your garage, which occurred during recent storms.

To date, AAMI has processed your contents claim, however your outstanding dispute relates to AAMI's handling of your claim and its offer of settlement for damage caused to you Hapsburg Beale upright piano.

You are dissatisfied with AAMI's decision not to restore your piano back to its pre-event condition and only offer to pay you \$1,000 under the *Contents with limited cover* section of the policy.

You state that when you arranged cover for your contents, you specifically noted that the piano was over 100 years old, however you were advised by the operator there was nowhere to list the piano, rather the value would be noted on the policy. For this reason, you dispute that you did not specify the piano at the time of commencing cover for your contents as it was always your intention to comprehensively insure your piano.

You have requested that I review this matter and you are seeking AAMI to restore your piano back to its original presentation.

My Decision

Firstly, I would like to thank you for your patience whilst I have completed a review of your claim. I have now read and considered all of the available material on the file.

Claims handling

On behalf of AAMI, I would like to apologise if you feel that you have not received the level of service you would expect throughout this claim process and if we have not met your expectations in settlement of your claim. I can confirm that the majority of AAMI's claims are handled effectively and efficiently without causing distress to the customer. I acknowledge your concerns regarding the processing of your claim. AAMI is committed to providing the highest level of service and I regret that this was not your experience.

Settlement

I note that you do not dispute that the item in question is an antique Hapsburg Beale upright piano, however you are not satisfied with AAMI's offer to limit settlement to \$1,000 under the content with limited cover for unspecified items section of the policy. Rather, you believe AAMI's liability is to repair / restore the storm damaged piano back to its pre-event condition.

Whilst you state that you informed AAMI of the piano, its value and your intention to specify the item at the commencement of cover, I accept AAMI's records fail to confirm any discussion with you regarding you specifying the piano on your policy.

Even if I was to consider an oversight on AAMI's behalf, I am mindful AAMI sent you a policy schedule in 2004 and an offer to renew your Contents insurance policy on an annual basis, setting out the level of cover on your policy. I accept it remains the responsibility of the policyholder to read their policy booklet and policy schedules to ensure that the policy they have purchased suits their insurance needs and to contact AAMI with any concerns relating the level of cover. I note there is no record of you contacting AAMI with any concerns with the level of cover regarding your antique piano since the commencement of your policy on 29 November 2004.

I empathise with your circumstances and I appreciate it is your preference for AAMI to restore the piano back to its pre-event condition in settlement of your claim, however I accept the policy clearly provides that AAMI is entitled to settle a claim by either replacing or paying the cost of replacing an item, or by repairing or paying the cost of repairing an item.

In the circumstance, I accept AAMI is entitled to select which settlement method to utilise. Accordingly, irrespective of whether the settlement is for the restoration of your piano or its replacement, I am satisfied AAMI's offer to pay you \$1,000 represents AAMI's maximum liability to you under the claim for the piano.

I acknowledge you are a valued customer of AAMI and whilst AAMI will attempt to consider customers needs on an individual basis, I am satisfied that AAMI has an obligation to all its stakeholders, including policyholders, to ensure that claim decisions are made in accordance with the terms and conditions of your policy.

Accordingly, I am satisfied that AAMI's decision to limit settlement of your claim to \$1,000 for the piano, subject to the terms of the policy, is correct pursuant to the terms of the policy.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours sincerely,


Dispute Resolution Officer

6 June 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: AAMI Claim Number [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 2 June 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 16 January 2011 to advise the following:

'Water has entered underneath the house by approximately 4ft. The rooms underneath are a spare bedroom, a second lounge room, and a garage workshop area which have all been water and mud damaged. I have thrown out the items of furniture and are still sorting through the balance of items, Ol have compiled a list and have taken photographs.'

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 6 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 2 June 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 6 April 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I note your reference to max hams and 1 Ors V CGU Insurance Limited [2002] detailing your position that this decision can be applied to where a PDS as a whole is confusing and difficult to understand to a reasonable person. I have reviewed AAMI's PDS and I am satisfied it is not confusing to understand, rather clear and concise on what is covered and not covered.

Your client does not dispute receiving the Product Disclosure Statements (Policy) which sets out the exclusions in the policy, including flood as an exclusion. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I accept the onus is on your client to contact AAMI if your client was confused or required clarification over the policy coverage, including any exclusions that are stated.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 17 February 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of Sandy Creek resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

30 May 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: AAMI Claim Number: [REDACTED]

Your Reference: [REDACTED]

Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 10 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

On 12 January 2011 AAMI was notified water had entered your clients' home and they had evacuated. Upon returning home, your clients discovered damage to both the building and contents.

A claim was lodged and AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. In addition to the Cunningham Lindsay report, AAMI also considered flood mapping made available by the Queensland Government and a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report was jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home. After reviewing this information, AAMI then opted to have a second assessment completed.

After jointly considering all the reports, AAMI wrote to your clients on 20 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 10 May 2011.

I note your position that upon telephoning AAMI and lodging a claim, your clients were informed by a staff member the event would be covered. You state on this basis, your clients disposed of a number of contents they otherwise may have made efforts to restore.

Whilst telephone calls at AAMI are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your clients had when speaking to AAMI about the damage to their home and contents. However, there is no evidence before me to verify your clients were provided with advice the claim would be for acceptance and I am not satisfied it has been established any information provided by AAMI

resulted in your clients taking actions other than those they needed to anyway, irrespective of whether or not their losses would be covered under their insurance policy.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that two site specific assessment reports were conducted on behalf of AAMI and that the hydrology report formed only part of the evidence relied upon to determine cover. It is my view it can be taken into account when evaluating the collective evidence relating to the event.

Regarding to your position that AAMI did not clearly inform your clients of the flood exclusion in the policies, I am satisfied AAMI previously posted the relevant policy booklets to your clients. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your clients the relevant documentation when required to do so. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policies, subject to any exclusions. 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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 20 April 2011 sets out the basis of the decision not to accept your clients' claim. When considering this matter, I am guided by the expert qualified opinion of the external assessor and hydrologist. In the absence of any other evidence from similarly qualified experts to prove the damage was due to an event covered under the policy, I accept it was caused by the unnamed tributary of Woogaroo Creek receiving floodwaters from the Brisbane River and/or Woogaroo Creek, resulting in it rising and the floodwaters travelling overland to inundate your clients' property.

In summary, I accept that the damage to your clients' home and contents was caused by flood and I am satisfied the policy clearly provides that flooding as defined is not covered.

Whilst I empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept damage caused by flood is correct.

My decision represents AAMI's final decision in relation to your client's complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

CONSUMER APPEALS SERVICE

14 June 2011

[REDACTED]
[REDACTED] Leybourne St
CHELMER QLD 4068

Dear Mr. & Mrs. [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 contacted AAMI on 10 March 2011 to report water entry at your property which you attributed to storm water runoff.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report and flood maps, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you on 10 May 2011.

AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

Consumer Appeals Service
447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 315 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



You are dissatisfied with the outcome of this claim. You state information within the Cunningham Lindsay report was incorrect, including the insurer and stating you were overseas when the loss occurred. You have explained your father, who resides at the home with you, was home when the water inundation began and he described overflowing gutters and streets. You acknowledge living near the river led to immediate flooding at the bottom of the street, but feel the months of heavy rain and backup of drains contributed to the level of water that came through your home.

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 AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 10 May 2011 sets out the basis of the decision not to accept your claim. I am guided by the collective expert evidence to hand in this matter. Whilst I acknowledge your advice regarding inaccuracies in the Cunningham Lindsay report, I accept the assessor's overall submission is that he considered the water entry to be the result of flood.

In the absence of any other contradictory expert evidence to prove the damage or some part of it was caused by an event covered under the policy such as rainwater, I accept that the whole of the damage to your home and contents was caused by flood.

I accept that this was caused by the overflow of the Brisbane River. The evidence indicates the water travelled over land and inundated your property and I also accept that the policy clearly provides that this occurrence is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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: info@fos.org.au

Yours faithfully,

A large black rectangular box redacting the signature of the Dispute Resolution Officer.A small black rectangular box redacting the name of the Dispute Resolution Officer.

Dispute Resolution Officer

13 May 2011

[REDACTED]
Unit [REDACTED]
[REDACTED] Buchanan Street
WEST END QLD 4101

Email: [REDACTED]

Dear Mr [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that I review AAMI's decision regarding your recent claim.

As previously advised, it is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

My Decision

I confirm I have read and considered all of the information in your policy.

After discussing the matter further with AAMI management, I am pleased to advise that AAMI have agreed to cover your claim. I have returned the file to AAMI Home Claims and they will contact you in the next few days to discuss the settlement of your claim.

If you have any questions in the interim regarding my decision, please do not hesitate to contact my office by calling 1300 240 437 during business hours.

Yours faithfully,

[REDACTED]
jenna zimmermann
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

1 July 2011

Senior Solicitor
Consumer Credit Legal Centre
PO Box 538
SURRY HILLS NSW 2010

Email: [REDACTED]

Dear Ms [REDACTED]

Re: AAMI Claim Number: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 1 June 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, canal, dam or stormwater channel.

Consumer Appeals Service

447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 291 744 AFSL No. 238173



A02377.01/03/11A

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 Claim

Your clients contacted AAMI on 13 January 2011 to advise that their home had been inundated by floodwater.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 7 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Insurance Law Service. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey and that the hydrology report formed only part of the evidence relied upon.

Whilst telephone calls at AAMI are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your clients had when speaking to AAMI about the damage to their home and contents. You state upon contacting AAMI to determine policy cover, they were informed loss and damage due to this event would be covered. However, there is no evidence before me to verify your clients were provided with advice the claim would be for

acceptance and I am not satisfied it has been established any information provided by AAMI resulted in your clients taking actions other than those they needed to anyway, irrespective of whether or not their losses would be covered under their insurance policy.

I accept that the policy documents clearly and unambiguously provide that whilst damage arising from storm and rainwater (including storm water runoff) liquid escaping suddenly and unexpectedly from fixed pipes and drains is covered, damage arising from flood is not. However, in order to claim for water escaping from a drain or storm water runoff damaging the home and contents, I accept the onus is with your clients to establish, on balance of probabilities, this occurred prior to flood water, or mixed flood and drain or storm water, damaging them. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain or storm water.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building).

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 7 April 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologists in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was first caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

Whilst I very much empathise with your client's situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

A large black rectangular redaction box covering the signature of the Dispute Resolution Officer.A black rectangular redaction box covering the name of the Dispute Resolution Officer.

Dispute Resolution Officer

CONSUMER APPEALS SERVICE

25 February 2011

PO Box [REDACTED]
BRISBANE QLD 4169

Dear Mr and Mrs [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that I review the decision made by AAMI not to cover your recent claim and thank you for your patience whilst I conducted a thorough review.

It is the role of the Consumer Appeals Service to ensure that decisions made by AAMI staff are in accordance with your AAMI policy, the Insurance Contracts Act and the General Insurance Code of Practice.

Your Policy

Your claim was lodged under an AAMI Home Contents Insurance policy.

On page 31 of the policy it provides that AAMI will pay for spoilage of frozen food caused by failure of electricity supply to your home to a limit of \$400.

The general exclusions section on page 22 provides that you are not covered under any section of the policy for loss or damage caused by or arising from or involving flood. Flood is defined in the definitions section on page 50.

Your Claim

(The following is a summary prepared from information in AAMI's records)

You contacted AAMI on 17 January 2011 to advise that you lost power due to the floods and your frozen food was spoiled.

AAMI subsequently advised you were not covered for the frozen foods as the power failure was due to the floods.

You have requested that I review this decision stating that your home did not suffer any flood damage and that the spoiled frozen food benefit section of the policy is not subject to the exclusion for flood.

Consumer Appeals Service

601 St Kilda Road, Melbourne 3004, PO Box 12160 Melbourne City Mail Centre, VIC 3001
Telephone: 1300 130 794 Facsimile: (03) 9529 1214 Email: consumerappeals@aami.com.au
Association Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



My Decision

I have read and considered all of the available material on your file.


Whilst I accept that the policy must be read as a whole and that the general exclusions apply to all sections of the policy, I am not satisfied there is sufficient evidence on file to prove that the failure of the electricity supply was due to flood as defined in the policy.

In the circumstances, AAMI has agreed to accept and settle your claim for frozen food spoilage.

In this regard, I am arranging for the file to be returned to AAMI and a staff member from the Home Claims team will contact shortly to arrange for settlement of the claim.

My decision represents AAMI's final decision 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: 

Yours faithfully,



Mark Richards
AAMI Consumer Appeals Service

7 June 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: **AAMI Claim Number:** [REDACTED]

Your Reference: [REDACTED]

Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 31 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 13 January 2011 to advise that water had entered their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 11 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 31 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 11 April 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of

the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I note your position that upon telephoning AAMI prior to evacuation from their home, your client was informed by a staff member that as long as they did not live along the Brisbane River they would be covered. Your client states that as a result of AAMI's misrepresentations they did not pack or take certain things that could have been salvaged and have acted in reliance on that statement to their detriment. You believe AAMI must pay for the consequences of these misrepresentations.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your client had when speaking to AAMI about the damage to their home and contents. However I have confirmed AAMI Management's directives to Claims Assist staff were to advise customers the policy covers damage caused by stormwater runoff, but not damage caused by flood, meaning the inundation of normally dry land by water escaping from a watercourse or lake, for example a river. Customers were to be referred to the policy booklet and website for specific wording surrounding the cover and informed that as there had been a significant volume of rain, they were encouraged to lodge a claim which would then be carefully assessed in order to determine whether the damage was caused by flood or stormwater runoff.

There is no evidence before me to indicate this directive from Management to staff was not followed. I am not satisfied your client were assured any loss or damage to their home would be covered by their policy. I do not accept your clients' loss increased as a result of advice provided by AAMI. Further I note there are no details added to your client's policy notes indicating a telephone call to AAMI on 11 January 2011 confirming any such conversation. I also note telephone records have not been supplied by your client confirming this telephone call to AAMI.

Your client does not dispute receiving the Product Disclosure Statements (Policy) which sets out the exclusions in the policy, including flood as an exclusion. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the

circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I accept the onus is on your client to contact AAMI if your client was confused or required clarification over the policy coverage, including any exclusions that are stated.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 8 February 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the Oxley and/or Pennywort Creeks, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

15 June 2011

[REDACTED]
[REDACTED] Queen Street
MARBURG QLD 4346

Email: [REDACTED]

Dear Miss [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 11 January 2011 to advise that your heavy rain had caused damage to your property.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 18 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood which is specifically excluded from cover.

You contacted my office on 25 May 2011 to request a review of AAMI's decision as you believe that Black Snake Creek was not the cause of the flood. You explained that Black Snake Creek is located in front of your property, however the water came from the rear of your property. Therefore you believe the creek could not have been the cause of the damage. Further, you advised there is no watercourse, as suggested by AAMI, at the rear of your property and you have confirmed this with the council.

You sent an email to my office on 25 May 2011 with further information from the council in support of your claim.

You now ask that I review the matter.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists, the interactive flood map provided on the Queensland Government website along with the information you emailed to my office.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 18 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood.

I acknowledge that you assert there is no watercourse to the rear of your property, however having viewed the evidence before me, I am satisfied there is a watercourse which is a tributary of Black Snake Creek located to the rear of your property. The convergence is approximately 900 metres to the north of your property.

Subsequently, I accept that the damage was caused by the overflow of Black Snake Creek which flowed down an unnamed tributary of the creek causing water to flood overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

9 May 2011

[REDACTED]
[REDACTED] Brierly Street
GEEBUNG QLD 4034

Dear Mr & Mrs [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that you were evacuated from your home and you had later determined it had been completely inundated by flood water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a hydrology report commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 18 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision. You believe to consider flood as the primary cause of the damage to your home is an oversimplification of the events leading up to the inundation.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 18 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the inundation of flood water escaping and overflowing from the Bremer River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer

4 August 2011

[REDACTED]
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Mohr,

RE: **AAMI Claim Number:** [REDACTED]

Your Reference: [REDACTED]

Clients: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 15 July 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your clients contacted AAMI on 13 January 2011 to lodge a claim for flood damage to their property.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your office on 9 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your clients' home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 15 July 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms and conditions of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The AAMI Home Building and Contents policies provide cover for loss and damage caused by storm and rainwater, but specifically provide that loss or damage caused by flood are not covered. I accept that this is clearly set out in the home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 9 May 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

You have stated (in summary) your clients' contacted AAMI on 12 January 2011 to confirm if they were covered for flood and were provided with information to suggest they would be covered. You allege that as a result of AAMI's misrepresentations your clients have acted on this advice to their detriment. Therefore, you believe AAMI must pay for the consequences of these misrepresentations.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded, so I am unable to verify conversation your clients had when speaking to AAMI about the cover their policy provided. However, I have confirmed AAMI Management's directives to Claims Assist staff were to advise customers the policy covers damage caused by stormwater runoff, but not damage caused by flood, meaning the inundation of normally dry land by water escaping from a watercourse or lake, for example a river. Customers were to be referred to the policy booklet and website for specific wording surrounding the cover and informed that as there had been a significant volume of rain, they were encouraged to lodge a claim which would then be carefully assessed in order to determine whether the damage was caused by flood or stormwater runoff.

There is no evidence before me to indicate this directive from Management to staff was not followed. I am not satisfied your clients were assured any loss or damage to their home and contents would be covered by their policy. I do not accept your clients' loss increased as a result of advice provided by AAMI.

You have also questioned the change in the policy schedule wording noted by your clients. Your clients have noticed that their 2006 renewal schedule explicitly stated that flood is not covered. However, since 2007 when AAMI changed its policy to provide 'unlimited' building cover, the subsequent renewal notices received by your clients in 2007, 2008, 2009 and 2010 no longer state "Flood is not covered by this policy". You are of the view that this implies that flood damage is no longer excluded. In reviewing this matter, I note that your clients have provided a copy of their 2007 renewal notice, but not a copy of the 2006 one. Therefore, I am unable to refer to the wording on the policy schedule they are referring to. In any event, even if I accept that the explicit flood exclusion wording has been removed, I note that the schedule highlights to customers to refer to their policy (booklet) for full details, and all limitations and conditions of cover.

In an alternative argument, you have stated your clients were not made aware of the policy exclusion for damage caused by flood and had relied on AAMI to alert them of the inadequacy of the policy for their needs given their locality.

Further, you state AAMI staff had a duty of utmost good faith to inform your clients of the unsuitability of the insurance cover selected during consultation with them. You assert AAMI has failed in its statutory responsibility to treat your clients with 'utmost good faith' as required by section 13 of *The Insurance Contracts Act 1984* (ICA).

I am satisfied that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and therefore section 69(2) of the ICA provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days of commencing cover is sufficient. I note that you do not dispute that your clients were provided with a copy of the policy documentation, therefore I accept that your clients were issued the policy documents AAMI was required to send.

Your clients' policy is defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your clients, the policyholders, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in the documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your clients to contact AAMI and complete the required amendments or find alternate cover. Further, you have confirmed that your clients have been insured with AAMI since 2004 and do not dispute that they received their policy documents which clearly state that flood, as defined by the policy is not covered. Therefore, I am satisfied that your clients would have been aware of the policy exclusion for flood damage given that they noticed it was stated on their renewal schedules.

You have asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building).

Accordingly, I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

I have considered your argument that the damage to your clients' property was caused by storm and rainwater run-off. I accept that in order to claim for storm water runoff damages to the home and contents, the onus is with your clients to establish, on balance of probabilities, this occurred prior to flood water, or mixed flood and storm water, damaging them. Under Australian

insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain or storm water. Whilst I acknowledge it is your view that your clients' property was inundated by storm and rainwater runoff, I am satisfied there is no evidence before me to substantiate that view. As previously noted, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 1 February 2011 and therefore it is my view that the hydrology report can be taken into account when evaluating all the collective evidence relating to the event.

In summary, I accept that the damage to your clients' home and contents was caused by overland floodwaters from the Brisbane River resulting in the inundation of your clients' property. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer

7 June 2011

[REDACTED]
[REDACTED] Laurel Court
MOORES POCKET QLD 4305

Dear Mr [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 17 January 2011 to advise that due to the heavy rains, water had entered the lower level of your house.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a hydrology report commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 11 May 2011 advising the claim for flood damage was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and assert the floodwaters did not reach your property which you state can be confirmed by the hydrologist report and the online mapping. You advised you are claiming for rainwater damage and not flood damage and ask that your claim be covered.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 11 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood. Whilst I acknowledge that the Queensland Reconstruction Authority Interactive Flood Map shows that the floodwaters did not reach your property, I am satisfied that on the balance of probabilities that the Bremer River broke its banks flooding the entire area of the 'pocket', within which your property is located.

Accordingly, I accept that the flood was caused by floodwater inundation from the overflowing of the Bremer River which surrounds your property, on or around 11 January 2011. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

| 27 May 2011

[REDACTED]
[REDACTED]
SOUTH BRISBANE QLD 4101

Dear Mr [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building Insurance Policy (the policy).

Your policy is designed to provide you with financial protection and peace of mind against sudden and unexpected loss or damage to your home caused by the insured events set out on pages 8 to 13 of the building policy booklet.

The Claim

You contacted AAMI on 13 January 2011 to advise that after a lot of heavy rain and heavy winds in the area, your jetty to the rear of your property had been washed away along with a shed.

AAMI appointed an external assessor, MYI Freemans, who provided a report stating the pontoon, shed and gangway were all washed away by four metre flood waters. You advised MYI Freemans that the storm in the three weeks prior to the floods may have weakened the pylons holding the pontoons in place. You further confirm this statement advising the carpet on the pontoon was starting to lift slightly in the weeks preceding the flood. You also advised that damage by the city cat ferries during the heavy rains and strong winds in the weeks leading up to the floods had, in your opinion weakened the pylons securing the pontoon. You believed this had allowed the pylons to break loose and float away, unlike both your neighbour's pontoons, which had retained their pylons.

After considering the report, AAMI wrote to you on 7 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis

the damage to your pontoon, gangway and shed was caused by the rapid flow of the Brisbane River washing them away and that rapid flow is not covered by your policy.

You wrote my office 8 May 2011 requesting a review of AAMI's decision. In summary, you have outlined your reasons why the claim should be covered and state the proximate cause of the rapid flow of the Brisbane River was storm and rainwater which is covered under the policy.

My office will now review the matter.

My Decision

I have read and considered all of the available material on your file including reports from the assessor.

I have also obtained a report from the external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the Brisbane area.

I have reviewed AAMI's letter dated 7 April 2011 which sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted for the reasons set out in your letter dated 8 May 2011.

In reviewing your claim and reasons for the denial I am guided by the expert qualified opinion of the hydrologist in this matter. I would like to bring to your attention the following extracts from the Hydrologist report which can be located at www.insurancecouncil.com.au:

'Floodwaters moving down the Brisbane River over the period 9 to 14 January were made up of releases from Wivenhoe Dam and floodwaters from Lockyer Creek and the Bremer River. The water level response to these normal flood events in lower Lockyer Creek, in the lower Bremer River and in the lower Brisbane River was dwarfed by the subsequent water level rise associated with releases from Wivenhoe Dam over the period 0600 hours on Tuesday 11 January to 0300 hours on the morning of Wednesday 12 January.

It is concluded that releases from Wivenhoe Dam was the principal immediate cause of flooding along the reach of the Brisbane River downstream of the Dam, along the lower reaches of Lockyer Creek and the Bremer River, and along tributaries further downstream.

Given that rainfall across the Brisbane City LGA had ceased by 1800 hours on Tuesday 11 January, any flooding after this time will have been caused by waterflow inundation from the Brisbane River and its tributary creeks, it being noted that inundation along the tributaries was associated with backwater

flooding from the Brisbane River (which in turn was principally caused by the dam release flood from Wivenhoe Dam).

*Flooding along the mainstream of the Brisbane River and along the lower tributaries was principally caused by releases from Wivenhoe Dam
Floodwaters moving down the Brisbane River over the period Sunday to Friday 9 to 14 January were made up of dam release floodwaters from Wivenhoe and floodwaters from Lockyer Creek and the Bremer River.*

Having reviewed the Hydrologist report and assessor's report it is also my view that the rain had ceased prior to the Brisbane River rising and overflowing. The evidence is clear that the rise in level of the Brisbane River at the time of damage was after the rain had stopped and after the release of water from the Wivenhoe Dam.

I acknowledge you believe the 'proximate cause' of the Brisbane River rising was storm and rainwater. In your letter you state the 'Proximate Cause' can be described as '*a cause which immediately precedes and produces the effect with no independent disturbing agencies intervening. It is the cause, which when performed, leads to the damage.*'

I accept the current insurance law is that the proximate cause of a loss is the dominant or effective or operative cause, whether or not the last in time or the sole cause. .

Based on the available evidence, it is my view that a number of storm and rainwater events over a long period of time contributed to the filling the Wivenhoe Dam. Subsequent to the rising level of the Wivenhoe Dam I accept that it was human intervention in releasing water from the dam that caused a rapid flow of water which caused damage to your property. Whilst storm and rainwater contributed to the rise in level of the dam, I do not accept storm and rainwater was the proximate cause of the damage to your property. I accept that the dominant or effective cause of the damage was the rapid flow of river water.

I acknowledge there is no exclusion in the policy for rapid river flow. While I accept that an exclusion does not apply, I am satisfied an insured event has not caused damage to your property. In the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that AAMI is entitled to deny cover to the whole of the damage to your property.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

31 May 2011

[REDACTED]
[REDACTED] Penaton Street
CORINDA QLD 4075

Dear Mr. & Mrs. [REDACTED]

Re: AAMI Claim Number [REDACTED]

I write further to my previous correspondence relating to this matter. Thank you for your patience whilst I have reviewed the matter.

As previously advised, it is my role as a 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

On 19 January 2011, you lodged a claim for water entry at your property that you attributed to a major downpour of rain. You advised water had come up from the storm water drains.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and AAMI then had a second assessment completed. After considering both assessment reports and the other information to hand, including a Hydrology report and flood maps, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you on 28 April 2011. AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You state water was held in a dam and prior to being released, rainwater had begun backing up in the

street. You have advised when the water was released from the dam, the water in the creek began rising and eventually flooded the properties. However, you consider the initial damage was caused by the water backing up, not water from the creek. You have advised the rainwater entered your home on Tuesday and the water in the creek did not peak until the Thursday. You acknowledge there was further damage to your home caused by the floods, but you are only claiming for the initial damage caused by rainwater backing up. You state you were told by the second assessor the claim would be partially accepted.

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 am unable to verify the specific conversation you had when speaking to the second assessor about cover. However, even if the advice you refer to was able to be confirmed, it is my view that for this to have an effect on the outcome of your claim, I would need to be satisfied the information provided resulted in you taking actions other than those you already needed to, irrespective of whether or not the losses were to be covered under your claim. There is presently no evidence before me to confirm you were informed your claim was for partial acceptance or to indicate that any information you were provided at that time with resulted in you taking actions other than those you already had to undertake, such as works to make the home habitable.

I have reviewed AAMI's letter dated 28 April 2011 and the reports they considered. I am satisfied the letter sets out the basis of the decision not to accept your claim.

I am guided by the expert evidence to hand in this matter. The evidence indicates the water from the Oxley Creek travelled over land and inundated your property and I accept that the policy clearly provides that this occurrence is not covered. Alternatively, I accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. However under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and water escaping from a drain.

In the absence of any other contradictory expert evidence to prove the damage or some part of it was caused by an event covered under the policy such as rainwater prior to mixing with floodwater, I accept that the whole of the damage to your home and contents was caused by flood.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim for contents and property damage is correct.

Spoiled Frozen Food

Notwithstanding, I understand your food in your freezer was spoiled as a result of this event. The policy provides cover for additional benefits, such as 'Spoiled frozen food'. I accept the policy states that AAMI will pay to a maximum of \$400 for spoiled frozen food caused by failure of public electricity to your home other than because of industrial action.

I note AAMI has conducted enquiries into the failure of the electricity supply and was unable to substantiate their claim that flood (as defined in the policy) caused the electricity to fail, which therefore led to the spoilage of your food. In the circumstances, I am pleased to advise AAMI has agreed to accept and settle your claim for frozen food spoilage.

I have therefore returned the file to AAMI's Home Claims Department, who will contact you shortly to further process this aspect of the claim. Alternatively, you may contact AAMI's Home Claims Department during business hours on 13 22 44.

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: info@fos.org.au

Yours faithfully,

Amy Cadusch

Dispute Resolution Officer

10 May 2011

[REDACTED]
[REDACTED] Dale Street
BURPENGARY QLD 4505

Dear Miss [REDACTED] & Mr [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 14 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you state you are claiming for storm water damage to the contents that were inside your shed. You advised there was a hole in the roof of the shed caused by a tree branch.

You dispute the measurements provided in the assessor's report and explained that your property is on a sloping $\frac{3}{4}$ acre block and the flood water did not reach your shed as it is located at the rear of the property. You state the only water which entered the shed was rainwater from the hole in the roof. You believe the flood map which AAMI had relied upon is inaccurate as your entire block did not sustain flood water damage. You now request that I review this matter.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with photographs of the affected area in the absence of flood mapping.

The AAMI Home Contents policy provides 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 home contents policy booklet on page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 14 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim for your contents inside the shed should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I acknowledge your belief that flood water did not inundate your shed and that it was rainwater which had entered from the hole in the roof. However, based on the assessment report and photographs of the water inundation taken during the event, the evidence before me indicates the predominant cause of the flood was the over flow of the Burpengary Creek. Therefore, I accept that the flood was caused by floodwaters from Burpengary, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I note that throughout the claim you have provided varying versions to AAMI regarding the inundation of water to your property. On 13 January 2011 you advised the creek had overflowed and flooded your property. On 20 January 2011, you provided a new version of events and stated a tree branch fell on the roof of your shed causing damage and allowing rainwater to enter. You stated there was mud at the bottom of your shed. You also advised that you have no awning and storm water got in through your front door and into your property. On 3 February 2011 you spoke with an assessor from Cunningham & Lindsey and advised them that on 11 January 2011 after extremely heavy rain and storms the floodwaters in the street rose and covered your entire property and water entered the house and rear shed.

Based on the evidence before me, I am satisfied that the damage to your property was caused by the rising Burpengary Creek approximately 100

metres north of your property, rose and overflowed causing inundation of your home and shed. I acknowledge that you are not claiming flood damage, however, on balance of the information before me, I am satisfied that your contents were damaged by flood and therefore are not covered by the policy.

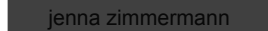
Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

25 July 2011

[REDACTED]
[REDACTED] Lowe Street
GOODNA QLD 4300

Dear Mr [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request to have your claim reviewed through AAMI's internal dispute resolution (IDR) process.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR process.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that you had to evacuate your home as it had been inundated by water.

AAMI appointed an external assessor Cunningham & Lindsey to provide a report on the damage sustained to your property. AAMI obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home. AAMI also obtained an onsite assessment report conducted by their assessor.

After considering the reports, AAMI wrote to you on 30 June 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You requested a review of AAMI's decision on the basis that you believe your shed was initially inundated with storm water runoff a few days prior to the flood waters inundating your property. Therefore, AAMI reconsidered the matter, however maintained their decision to not cover any part of your claim as there was no

evidence to support storm water runoff had caused the initial inundation. AAMI sent a second letter dated 18 July 2011 explaining the basis of its decision. As you remain dissatisfied with AAMI's decision to not accept your claim, it has been referred to my office for review.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letters and the reports they obtained and I am satisfied AAMI's letters dated 30 June 2011 and 18 July 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted and I acknowledge your assertion that the initial inundation was caused by storm water runoff. However, I am guided by the expert opinions of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the whole of the damage was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

Accordingly, I accept on balance of probabilities that the flood was caused by floodwater inundation from the overflow of Woogaroo Creek approximately 300 metres north of your property. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.


My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

Telephone: 1300 780 808

Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

25 July 2011

[REDACTED]
[REDACTED] Lowe Street
GOODNA QLD 4300

Dear Mr [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request to have your claim reviewed through AAMI's internal dispute resolution (IDR) process.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR process.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that you had to evacuate your home as it had been inundated by water.

AAMI appointed an external assessor Cunningham & Lindsey to provide a report on the damage sustained to your property. AAMI obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home. AAMI also obtained an onsite assessment report conducted by their assessor.

After considering the reports, AAMI wrote to you on 30 June 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You requested a review of AAMI's decision on the basis that you believe your shed was initially inundated with storm water runoff a few days prior to the flood waters inundating your property. Therefore, AAMI reconsidered the matter, however maintained their decision to not cover any part of your claim as there was no

evidence to support storm water runoff had caused the initial inundation. AAMI sent a second letter dated 18 July 2011 explaining the basis of its decision. As you remain dissatisfied with AAMI's decision to not accept your claim, it has been referred to my office for review.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letters and the reports they obtained and I am satisfied AAMI's letters dated 30 June 2011 and 18 July 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted and I acknowledge your assertion that the initial inundation was caused by storm water runoff. However, I am guided by the expert opinions of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the whole of the damage was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

Accordingly, I accept on balance of probabilities that the flood was caused by floodwater inundation from the overflow of Woogaroo Creek approximately 300 metres north of your property. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

Telephone: 1300 780 808

Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

CONSUMER APPEALS SERVICE

11 August 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 22 July 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, canal, dam or stormwater channel.

Consumer Appeals Service
447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744, AFSL No. 238173



A07977 01/03/11 A

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 Claim

On 12 January 2011 AAMI was notified your clients' home at 415 Kangaroo Gully Rd, Bellbowrie had been water damaged.

A claim was lodged and AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. In addition to the Cunningham Lindsay report, AAMI also considered flood mapping made available by the Queensland Government and a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report was jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After jointly considering all the reports, AAMI wrote to your clients on 30 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission.

I note your position that upon telephoning AAMI to arrange contents cover for their new property at Bellbowrie, AAMI suggested cover could be provided for it under their existing AAMI policy by changing the risk address, until it was determined what type of policy would be required in the future (for example, Landlord cover) for the Fig Tree Pocket home previously listed as the risk address on that policy. AAMI stated the Fig Tree Pocket home could be covered under the same policy for a limited time by paying an additional premium.

You have advised your clients consider AAMI was negligent by not explaining the policy now covering the Bellbowrie home did not include flood cover, given that home is situated on a water easement and includes a creek.

Your clients have advised they did not receive a policy booklet after commencing cover for the Bellbowrie home, so they consider they were not provided with an opportunity to note flood cover was not included.

You believe the loss to your clients' Bellbowrie home was foreseeable to the average person. You feel AAMI has failed in its duty to act towards your clients with the utmost good faith by not explaining the policy does not cover flood.

Whilst telephone calls at AAMI are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your clients had when speaking to AAMI about commencing cover for their Bellbowrie home. I accept it is not standard process within AAMI to send a policy booklet when a risk address is changed on an existing policy, which is what occurred in this instance. However, I am mindful that the policy this relates to has been in place since 24 July 2009. Whilst I acknowledge the policy initially covered another risk address, I am satisfied it was the same policy and I consider it was sufficient for the purpose of fulfilling its obligations under the *Insurance Contracts Act* (1984) for AAMI to post the relevant policy booklets following the commencement of that policy. It is my understanding there is no dispute that occurred.

Accordingly, it is my view the onus remained with your clients to ensure the cover they arranged for their Bellbowrie home adequately met their requirements. You believe the loss to your clients' Bellbowrie home was foreseeable to the average person and as such I consider it was especially crucial for your clients to ensure the cover they arranged had a provision for flood damage, by undertaking the necessary enquiries.

I am satisfied that the cover your clients arranged did not include a provision for flood damage and I do not agree with your position that AAMI failed in its duty to act towards your clients with the utmost good faith by not explicitly explaining this, given they had previously been sent documents relating to their policy.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted on behalf of AAMI and that the hydrology report formed only part of the evidence relied upon to determine cover. It is my view it can be taken into account when evaluating the collective evidence relating to the event.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 30 March 2011 sets out the basis of the decision not to accept the claim. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was first caused by an event covered under the policy such as storm water runoff, I accept that the whole of the damage to the home and contents was caused by flood and that this occurrence is not

covered under the policy. Whilst I note you have asserted the damage was attributed to storm and rainwater runoff and not flood, there is no expert evidence before me to substantiate this position.

In summary, I accept that the damage to your clients' home and contents was caused by flood and I am satisfied the policy clearly provides that flooding as defined is not covered.

Whilst I empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept damage caused by flood is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

21 May 2011

[REDACTED]
Senior Solicitor/Consumer Advocate
Civil Justice Services (Consumer Protection)
GPO Box 2449
BRISBANE QLD 4001

Dear Mr [REDACTED]

RE: AAMI Claim Number [REDACTED]
Your Reference [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 17 June 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 17 January 2011 to advise that during heavy storms their house had been flooded.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 11 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 17 June 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 11 April 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of

the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I note there is no dispute your client received the policy schedule and certificate. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I note your position that your client was told when taking out the policy with AAMI that she relied on the expertise of AAMI to provide her with adequate cover given the Rocklea area had been subject to previous flooding. You allege that the policy was completely inadequate for her needs given her locality in the Rocklea area. You believe that as a result of AAMI's failure to inform and draw your client's attention to the shortcomings of the policy that AAMI must pay for the claim in accordance with AAMI's duty of utmost good faith as outlined in section 13 of the Insurance Contracts Act 1984.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversations your client had when speaking to AAMI about the policy when it was taken out. However I have confirmed AAMI Management's directives to staff are to advise customer's basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your client's policies are defined events policies, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope

of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the Stable Swamp Creek and/or Rocky Water Holes Creek which received floodwaters from the Brisbane river via the Oxley Creek, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made within two years of the date of this letter to:

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MELBOURNE VIC 3001

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

23 May 2011

[REDACTED]
[REDACTED] Elanora Way
KARALEE QLD 4306

Email: [REDACTED]

Dear [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 16 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham & Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 12 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision on the basis your property was not visited by a hydrologist and you believe that some of the damage was caused by storm water coming from the easement at the top of your property.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham & Lindsey and that the hydrology report formed only part of the evidence relied upon.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 12 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the Bremer River located approximately 200 metres to the south of your property, which rose and overflowed, causing floodwaters to travel overland and inundate your property on or around 11 January 2011. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

Telephone: 1300 780 808

Facsimile: (03) 96136399

Website: www.fos.org.au

Email: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

6 May 2011

[REDACTED]
[REDACTED] Koorringal Drive
JINDALEE QLD 4074

Dear Mr. & Mrs [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 14 January 2011 to advise that you had been evacuated from your home due to floods. You subsequently confirmed damage at the home.

AAMI appointed an external assessor from Cunningham Lindsay who provided a report stating that the damage to your property was due to flood. AAMI also reviewed a report from the Insurance Council of Australia Hydrology Panel to confirm the cause of the water inundation and examined interactive flood maps provided on the Queensland Government website.

After considering the reports, AAMI wrote to you on 29 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision. You state AAMI was slow to provide you with an outcome and that the assessor led you to believe the damage was likely to be covered. You also consider upon inception of the policy, AAMI misled you by advising you would be covered for any event.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

I appreciate your frustrations in regard to the amount of time it took for AAMI to provide you with an acceptance decision in relation to this claim, but I am mindful it is a complex matter and consider it was prudent of AAMI to make the necessary enquiries before advising you of an outcome.

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 Building and Contents policy booklets on pages 13 and 19 respectively. I accept the onus is with the insured to ensure the product they have purchased suits their requirements by reading the documentation provided following inception of the policy. The policy covers loss or damage caused by the insured events set out in the policy booklet, unless defeated by any of the detailed exclusions.

I have reviewed the reports obtained regarding this matter and I am satisfied AAMI's letter dated 29 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of the Brisbane River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

22 June 2011

[REDACTED]
[REDACTED] Platypus Court
LAWNTON QLD 4501

Dear Mr and Mrs [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that water had entered your house causing damage.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood.

After considering the report, AAMI wrote to you on 13 May 2011 advising the claim for flood damage was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the damage was caused by storm and rainwater and on this basis the matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor along with the interactive flood map provided on the Queensland Government website

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 13 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the inundation of flood water escaping and overflowing from the North Pine River and an unnamed tributary, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.

My decision represents AAMI's final decision 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:

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MELBOURNE VIC 3001

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

12 May 2011

[REDACTED]
[REDACTED] Ellesmere Street
YERONGA QLD 4104

Email: [REDACTED]

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number: [REDACTED]

C Our office conducts the internal dispute resolution process for AAMI. As previously advised we are separate from the operational departments of the company and have the authority to review complaints and make binding decisions on the company. Accordingly, all complaints regarding disputed claims or policies are referred to our office.

Our initial investigation indicated it was appropriate for your concerns to be addressed by the operational department with a view to resolution prior to our office conducting a review. Following referral of the file and as a result of your discussions with AAMI, your claim was not accepted and the matter was referred to my office for review. I can confirm [REDACTED] Chief Executive Officer (CEO) Personal Insurance Suncorp will be advised of the outcome of my review.

It is my role as Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

C **The Policy**

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your home had been inundated with water from the heavy downpour.

AAMI appointed an external assessor, Cunningham & Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also

obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (Hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 29 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and refute AAMI's findings believing the claim should be covered as water came from storm and rainwater and not from the Brisbane River. You advised you have photographic evidence supporting this assertion. You also ask that AAMI either meet you half way or provide payment as a good will gesture. You state that to reject the claim without some compromise is unreasonable.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 29 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of Cunningham & Lindsey and the Hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that your property is approximately 1.9 metres above ground level and that the flood water level reached a peak of approximately 2.1 metres. I further accept that based on these measurements the engineer is satisfied the water damage to the lower level of your home is not the result of storm water runoff.

I accept that the flood was caused by water escaping across normally dry land from the Brisbane River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer
Cc [REDACTED]

14 June 2011

Mr. Paul Holmes
Senior Solicitor / Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Holmes,

Re: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your client's complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 11 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 13 January 2011 to advise her home had been flooded.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 1 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your client's file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 11 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 1 April 2011 sets out the basis of the decision not to accept your

client's claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your client's property was caused by flood.

I accept that the flood was caused by overland floodwaters from the Brisbane River, which is located behind your client's property. I acknowledge that your client claims storm water runoff from nearby drains may have entered her home before it was inundated by floodwater. However, I note that under Australia law an insurer is not obligated to accept a claim for water damage where the damage was caused by a mixture of floodwater and water escaping from a drain. I accept that the policy clearly provides that resultant flooding as defined is not covered.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 31 January 2011 and that the hydrology report formed only part of the evidence relied upon.

You have stated your client was previously insured with Suncorp and due to an increase in premium she shopped around for equivalent insurance cover. You state that AAMI were able to offer your client this cover. However, you state that if AAMI were not able to provide equivalent cover, that your client should have been informed of this.

Your client's policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets her requirements. In the event that the information set out in the documents is incorrect, or if the cover she has purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

I have also confirmed AAMI Management's directives to staff are to advise customers of basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

You have also asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building). Accordingly I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this

basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

In summary, I accept that the damage to your client's home and contents was caused by floodwater inundation from overflow of the Brisbane River. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your client's situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

24 June 2011

Ms. Catherine Uhr
Senior Solicitor
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Ms. Uhr,

RE: **AAMI Claim Number:** [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

The Policy

The claim has been lodged under an AAMI Contents Insurance Policy (the policy).

Page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

On 16 January 2011 AAMI was notified water had entered your clients' home on 11 January 2011 and destroyed all their contents.

A claim was lodged and AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. In addition to the Cunningham Lindsay report, AAMI also considered flood mapping made available by the Queensland Government and a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report was jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home. After reviewing this information, AAMI wrote to your clients on 11 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 3 June 2011.

I note your position that your clients had the understanding the event would be covered under their Contents policy. You state the policy sold by AAMI was an inadequate product for your clients' requirements, given their home's proximity to the Bremer River.

It is my understanding there is no dispute AAMI previously posted the relevant policy booklets to your clients. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your clients the relevant documentation when required to do so. However, I do not accept AAMI was able to determine on behalf of your clients whether the policy they purchased would or would not suit their needs. It is my view it was up to your clients to determine this by way of examining the policy documentation.

In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, it is my view it can be taken into account when evaluating all the collective evidence relating to the event.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Contents policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. The AAMI Home Contents policy provides 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.

Whilst storm water runoff is an event that is covered under AAMI's Home Contents policy, I accept the onus is with your clients to establish, on balance of probabilities, this occurred prior to flood water, or mixed flood and storm water, damaging them. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and rainwater. I do not believe there is sufficient evidence to hand to support that some part of the damage occurred solely as a result of rainwater entering your clients' home.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 11 April 2011 sets out the basis of the decision not to accept your clients' claim. When considering this matter, I am guided by the expert qualified opinion of the external assessor and hydrologist. In the absence of any other evidence from similarly qualified experts to prove the damage was due to an event covered under the policy, I accept it was caused by floodwaters from the Bremer River.

In summary, I accept that the damage to your clients' contents was caused by flood and I am satisfied the policy clearly provides that flooding as defined is not covered.

Whilst I empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept damage caused by flood is correct.


My decision represents AAMI's final decision in relation to your client's complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

7 June 2011

[REDACTED]
[REDACTED] Grigg Drive
MORAYFIELD QLD 4506

Dear Mr [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Contents Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 14 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a hydrology report commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 12 May 2011 advising the claim for flood damage was not for acceptance. AAMI's decision had been made on the basis the damage to your property was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and assert the damage was caused by storm water runoff and water coming out of the storm water drain located across the road from your property. You state that your property is located approximately two kilometres from the Bremer River and most of the properties between your property and the river were not flooded.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

The AAMI Home Contents policy provides 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 home contents policy booklet on page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 12 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted as the damage was caused by storm water. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by floodwater inundation from the overflowing of the Bremer River which is located approximately 350 metres north of your property. I acknowledge that an insignificant amount of floodwater may have escaped from drains around your property. However, I am satisfied that any water which escaped from nearby drains would have promptly mixed with overland floodwater rising over Jacaranda Street and surrounding streets.

I note that under Australia insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain. I accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

CONSUMER APPEALS SERVICE

4 July 2011

[REDACTED]
[REDACTED] Capitol Drive
JINDALEE QLD 4074

Dear Mr. & Mrs [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 Contents Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 12 January 2011 to report water and sewage entry at your property, which caused damage to your contents. You advised the sewage in the street overflowed and when the Brisbane River broke its banks, the water carried the sewage into your home.

You were subsequently advised AAMI would consider the matter, as whilst damage caused by liquid escaping suddenly and unexpectedly from a drain or fixed pipe was covered by the policy, damage caused by flood was not.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report and flood maps, you were advised the claim was not for acceptance. A letter confirming the decision was sent to you on 27 April 2011.

Consumer Appeals Service

447 Collins Street, Melbourne 3000 PO Box 14180, Melbourne City Mail Centre, Vic 3001
Telephone: 1300 130 294 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 291 744 AFSL No. 238173



AAMI's decision was made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You state whilst you do not contest that flood is not covered under the policy, damage attributed to sewage escape should be accepted.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file.

The AAMI Home Contents policy provides cover for loss and damage caused by liquid escaping from a drain or fixed pipe, 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 18 to 21.

In order to claim for liquid escaping from a drain or fixed pipe damaging your contents, I accept the onus is with you to establish, on balance, this occurred prior to flood water, or mixed flood water and liquid escaping from a drain or fixed pipe damaging them.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 27 April 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was first caused by an event covered under the policy, I accept that the whole of the damage to your contents was caused by flood.

I accept that this was caused by the overflow of a tributary of the Brisbane River. The evidence indicates the water travelled over land and inundated your property, possibly after mixing with liquid escaping from drains or fixed pipes in the area. I also accept this occurrence is not covered under the policy.

I have considered your history with AAMI and I accept that you have been a loyal customer. Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

6 June 2011

[REDACTED]
[REDACTED] Moolanda Street
JINDALEE QLD 4074

Dear M [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your entire house had been inundated by flood water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 19 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision on the basis that you believe the initial damage was caused by the drains overflowing and not caused by the river bursting its banks and flooding your property.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 19 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by floodwater inundation from the overflow of the Brisbane River located approximately 1 kilometre to the north of your property, on or around 11 January 2011. I accept that a minor contribution to the overall flooding of your house may have come from water escaping from drains near your property, at the time of the main flood event. However, I must advise that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer

9 June 2011

[REDACTED]
Un [REDACTED]
[REDACTED] Buckingham Place
EIGHT MILE PLAINS QLD 4113

Email: [REDACTED]

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 14 January 2011 to advise that you had to evacuate as your home at 42 William Parade, Fairfield as it had been inundated by flood water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 13 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis

the damage to your contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe water came out of the storm water drains prior to the floods occurring. You advised that you are aware that you are not covered for everything under the policy, however you believe you should be entitled to claim a percentage of the cost of your contents as you assert the storm water damaged your contents on the ground floor. You advised you have images of the road prior to the flood showing the overflow from the storm water drains.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 13 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overland floodwaters from the Brisbane River, which is located approximately 300 metres to the north of your property, which has risen and overflowed, causing floodwaters to travel overflowed and inundated your property. I acknowledge that an insignificant amount of floodwater may have escaped from nearby drains around your property however, I am satisfied that any drain escape water would have promptly mixed with overland floodwater rising over surrounding streets.

I note that under Australia law an insurer is not obligated to accept a claim for water damage with the damage was caused by a mixture of floodwater and water escaping from a drain. I accept that the policy clearly provides that resultant flooding as defined is not covered.

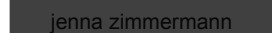
Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

27 May 2011

[REDACTED]
[REDACTED] Broadfoot Drive
GOODNA QLD 4300

Dear Ms. [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (the policy).

The policy booklet explains 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 13 January 2011 to advise that following your evacuation from your unit during the floods, it had been inundated by water, which had damaged your contents. The following day, you called to update the claim to reflect building damage you wished to claim that was not going to be covered by your Body Corporate insurer on the basis of it being attributed to flood, which was not covered. When discussing the cover, you advised you had not been informed by the previous operator flood was excluded under AAMI's policy and that your claim may not be accepted.

AAMI subsequently appointed an external assessor Cunningham & Lindsay, who provided a report stating that the damage to the property was due to flood. AAMI also considered a report from the Insurance Council of Australia Hydrology Panel and examined interactive flood maps provided on the Queensland Government website.

After considering the reports and information, AAMI wrote to you on 11 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage was caused by flood, which is specifically excluded from cover.

You have requested a review of AAMI's decision. You have provided a submission setting out why you consider AAMI is required to cover your loss.

My Decision

I have read and considered all of the available material on your file including Your submission, photographs of the damage, reports from the external assessor and hydrologist, along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19 and 21.

I note you dispute the information relied upon by AAMI is factually correct, for example, the contents of the assessment report and the flood mapping provided on the Queensland Government website. Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to fulfil your request for copies of telephone conversation transcripts. However, whilst the contents of individual documents have been taken into consideration by AAMI, its decision has been made on the balance of probabilities after considering all the information collectively. When claiming against your policy, the onus rests with you, the policyholder, to establish that your property has been damaged by one of the insured events covered under your policy and is not defeated by any of the policy exclusions.

I have reviewed AAMI's letter and the reports it obtained and information it considered and I am satisfied AAMI's letter dated 11 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert opinions to hand in this matter. In the absence of any other convincing evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your contents was caused by overflow of the Brisbane River on or around 11 January 2011. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.


My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

7 July 2011

[REDACTED]
[REDACTED] Harte Street
CHELMER QLD 4068

Dear Ms [REDACTED]

Re: AAMI Claim Number: [REDACTED]

I refer to your request that the Financial Ombudsman Service (the FOS) consider your dispute with AAMI. I wish to advise my office is required to review the matter prior to the FOS. On this basis, I thank you for your request for a review of AAMI's decision regarding your recent claim.

As previously advised, it is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR process and AAMI is required to comply with my decision.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that you had to evacuate your home as it had been inundated by water.

AAMI appointed an external assessor Cunningham & Lindsey to provide a report on the damage sustained to your property. AAMI obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After discussing the matter with you and making further enquiries AAMI decided it was necessary to investigate the claim prior to making a final decision. Accordingly, IDS Group (IDS) was appointed to investigate the matter.

AAMI also considered a report from an external hydrologist WRM Water & Environment Pty Ltd to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to you on 16 June 2011 advising the claim was partially for acceptance. The basis of AAMI's decision was that part of the damage to your home and contents was caused by flood (which is specifically excluded from cover) and part of it was caused by water escaping from storm water drains, which is covered. AAMI advised that as the initial inundation to the lower level of your home up to and including 100 millimetres was caused by water escaping from drains in the vicinity of your property, before flood waters inundated the remainder of your home, they would cover the damage up to this height.

You have requested a review of AAMI's decision as you assert that when you lodged the claim the operator advised the claim would be covered as storm damage and you were advised to throw away all effected contents and take photographs of the damage. You state AAMI are covering the damage up to 100 millimetres, however the water damage is up to 4 metres. You believe that you have been prejudiced by AAMI providing you with the incorrect information and had AAMI not instructed you to throw away your contents you would have retained them and attempted to clean them. Further, you are dissatisfied with the length of time it has taken AAMI to reach a decision on your claim.

You now request a review of matter.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 16 June 2011 sets out the basis of the decision to only accept part of your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert opinions of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the whole of the damage was caused by an event covered under the policy, I accept that the damage to your property caused by flood is not covered.

In cases where there is an initial inundation resulting from stormwater runoff or overflow of storm water drains followed by an further inundation caused by flood water as defined by the policy, I accept that it is appropriate, in light of insurance and legal principles, for AAMI to cover you for the damage caused by water escaping stormwater drains (100mm), but not the additional damage caused by the flood water inundation.

I accept that damage to your building and contents located higher than 100 millimetres was caused by the overflow of the Brisbane River which is located 100

metres from your property. I also accept the policy is clear when it states that loss or damage caused by flood is not covered.

I have also reviewed your assertions that when you lodged the claim that AAMI provided assurances your claim would be covered under storm damage. I have reviewed your claim messages and cannot confirm the details of the conversations you had with the operator at the time of lodging your claim. Even if such an assurance was provided, I believe it would have been general information and not an absolute assurance you would be covered should you experience such an event.

In regard to your assertion that you were incorrectly told you could throw away your contents, I can confirm that AAMI advised you could throw away any items if there were health and safety concerns. However, AAMI requested that you take photographs and document as much information as possible to assist in the processing of your claim.

In regard to your complaint regarding the time taken to review your claim, I can advise that recent weather events across Australia have placed stress on AAMI's resources and they are endeavouring to expedite the claims process for its customers. Additionally, AAMI was awaiting receipt of all the information it believed should be considered before making a decision in regard to claim acceptance. This unfortunately requires time and on behalf of AAMI I thank you for your patience in this matter.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to only cover damage to the building and contents up to 100 mm in height from floor level is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

14 June 2011

[REDACTED]
[REDACTED] Astolat Street
YERONGA QLD 4104

Dear Ms [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 15 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 1 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood where flood is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe flood had not caused damage to your property. You advised the damage to your property was caused by water escaping from a drain or pipe.

Consumer Appeals Service
447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744, AFSL No. 238173



My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 1 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of the Brisbane River causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I have also reviewed your assertion that the hydrology report should have not taken into account local drainage systems. I can confirm that Cunningham & Lindsey attended your property and believed the damage was caused by floodwaters. I also acknowledge your concerns in regards to the Queensland Government interactive flood mapping. While I appreciate your concerns I must advise that I have no expert evidence before me to suggest the hydrology report, assessors report or the flood mapping report is inaccurate and AAMI should not have relied upon them.

We accept that a minor contribution to the overall flooding of your property may have come from surface rainwater runoff in the vicinity of your property, at the time of the main flood event. We do not accept that runoff would have caused any physical damage to your property in itself. We confirm that under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and surface rainwater runoff.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: [REDACTED]

Yours faithfully,



Robert Hazell
Dispute Resolution Officer

31 May 2011

[REDACTED]
[REDACTED] Coleman Street
GRACEVILLE QLD 4075

Dear Mr. & Mrs [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request to have your claim reviewed through AAMI's internal dispute resolution (IDR) process.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR 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

On 13 January 2011, you lodged a claim for flood 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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report and flood maps, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you on 28 March 2011. AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You are dissatisfied with the outcome of this claim. You state you were informed on 13 January 2011 by an AAMI employee by the name of Bridget that the claim would be covered. You have requested the telephone conversation recording be checked to verify this.

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.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify the specific conversation you had when speaking to AAMI about your claim on 13 January 2011. However, even if this advice were able to be confirmed, it is my view that for this to have an effect on the outcome of your claim, I would need to be satisfied the information provided by AAMI resulted in you taking actions other than those you already needed to, irrespective of whether or not the losses were to be covered under your claim. There is presently no evidence before me to confirm you were informed your claim was for acceptance or to indicate that any information you were provided with resulted in you taking actions other than those you already had to undertake to make the home habitable.

I have reviewed AAMI's letter dated 28 March 2011 and the reports they considered. I am satisfied the letter sets out the basis of the decision not to accept your claim. I am guided by the expert evidence to hand in this matter and in the absence of any other contradictory expert evidence to prove the damage or some part of it was caused by an event covered under the policy such as rainwater, I accept that the whole of the damage to your home and contents was caused by flood.

The evidence indicates the water from the Brisbane River and Oxley Creek travelled over land and inundated your property and I accept that the policy clearly provides that this occurrence is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

CONSUMER APPEALS SERVICE

11 July 2011

[REDACTED]
[REDACTED] Galah Street
ROCKLEA QLD 4106

Dear Mr. [REDACTED] Mrs. [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 contacted AAMI on 17 January 2011 to report flood water entry at your property on 11 January 2011 which caused damage to both the home and its contents.

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.

AAMI appointed an external assessor from Cunningham Lindsay to attend your home to inspect the damage. Cunningham Lindsay subsequently submitted a report and after considering it and the other information to hand, including a Hydrology report and flood maps, AAMI advised you the claim was not for acceptance. A letter confirming the decision was sent to you on 8 April 2011.

AAMI's decision was made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

Consumer Appeals Service

447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 315 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744. AFSL No. 238173



You are dissatisfied with the outcome of this claim. You state you consider part of the damage was due to storm and rainwater runoff and the decision by the government to release water from the Wivenhoe Dam. You consider the latter occurrence to be outside the definition of flood as described in your policy.

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 AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 8 April 2011 sets out the basis of the decision not to accept your claim. I am guided by the expert evidence to hand in this matter.

Whilst I accept it is likely the release of water from the Wivenhoe Dam was a contributing factor to the water inundation at your home, it is my view this would still be considered a flood under the policy. The policy booklet states flood is the inundation or covering of normally dry land by water which escapes or overflows from the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel. Accordingly, even if the escape of water was a result of human intervention, I consider it still falls within the definition of flood within the policy.

Whilst the policies provide cover for loss and damage caused by storm and rainwater, under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater (excluded under your policy) and other water such as storm or rain water runoff. There is no evidence before me to support that the damage or some part of it was first caused by storm water runoff prior to flood water or mixed flood and storm water.

I accept that this loss was caused by the overflow of creeks in close proximity to your home after receiving floodwaters from the Brisbane River via Oxley Creek. The evidence indicates the water travelled over land and inundated your property and I believe that the policy clearly provides that this occurrence is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

A large black rectangular redaction box covering the signature of the Dispute Resolution Officer.A small black rectangular redaction box covering the name of the Dispute Resolution Officer.

Dispute Resolution Officer

27 April 2011

[REDACTED]
Po Box [REDACTED]
BOOVAL QLD 4304

Dear Ms [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 13 January 2011 to advise that your home had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (Hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 12 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and refute AAMI's findings believing the claim should be covered as water came from the stormwater drain and not from river and this is supported by no mud in the home, but silt from the drains.

My Decision

I have read and considered all of the available material on your file including reports from Cunningham Lindsay and the Hydrologist.

The AAMI Home Contents Insurance Policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 12 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of Cunningham Lindsey and the Hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your contents was caused by flood.

I accept that the flood was caused by water escaping across normally dry land from the Bundamba Creek which received floodwaters from the Bremer River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

23 May 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your client's complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 4 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, canal, dam or stormwater channel.

Consumer Appeals Service
447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



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 Claim

Your client contacted AAMI on 13 January 2011 to advise that water had entered his home and he had evacuated.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the majority of damage to the property was, in their opinion, due to flood. Cunningham Lindsey's report also noted damage to overhead kitchen cupboards and your client's advice rainwater entered via the roof and dripped into the kitchen. In addition to the Cunningham Lindsey report, AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report was jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 28 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your client's file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 4 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 28 March 2011 sets out the basis of the decision not to accept your client's claim. I note the letter does not address the damage your client states occurred arose from rainwater entering the kitchen via the roof. I apologise on behalf of AAMI for this oversight. AAMI will make contact with your client shortly in regard to arranging a further assessment opportunity with a view to determining damage attributed to rainwater entering the home via the roof and making an offer of settlement for the repair of those areas of damage.

In regard to the remaining damage attributed to flood, I am guided by the expert qualified opinion of the external assessor and hydrologist. In the absence of any other evidence from similarly qualified experts to prove the remaining damage was due to an event covered under the policy, I accept it was caused by flood.

You have stated your client does not recall receiving the relevant Product Disclosure Statements (Policy) and that the exclusions in the policy therefore do not apply, as the documents were not received until after the contract was in place. You believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

AAMI's records confirm a copy of the most recent policy booklet was posted to your client on 22 February 2007. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation when required to do so. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I note your position is that upon telephoning AAMI on 13 January 2011, your client was informed by a staff member the event constituted a storm event and he would therefore be covered. You state AAMI later advised your client to dispose of items damaged by blackwater. You assert had your client not been advised of this, he would have salvaged more contents and significantly reduced his loss. Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your clients had when speaking to AAMI about the damage to their home and contents. However, notations on the claim confirm on 14 January 2011, your client called AAMI to advise that he needed to dispose of his items due to the blackwater which had escaped from a large local sewerage plant and filled the home. Notations state your client was informed he could dispose of anything that could cause a health issue, provided he kept a list of the items to provide to the assessor. Your client advised he had

kept a portion of damaged carpet and queried whether AAMI had made a decision on claim coverage and was told staff had not been updated yet, so there were no new details to provide regarding cover. This conversation confirms to me your client was aware the event was not covered by the policy and that at that point in time, no decision had been made to accept his claim. I further note on 19 January 2011, AAMI reiterated to your client no decision on claim coverage had been made, but in the event cover were to be provided, receipts should be presented for reimbursement of fair and reasonable costs. A further conversation regarding this occurred on 24 January 2011.

I am not satisfied the information provided by AAMI has resulted in your client taking actions other than those he needed to do, irrespective of whether or not his losses would be covered under his insurance policy in the future.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 25 January 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the majority of the damage to your client's home and contents, (with the exception of damage as a result of rainwater entry through the roof, which is still to be determined) was caused by the overflow of Oxley Creek, which connects to the Brisbane River, resulting in inundation of your client's home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I empathise with your client's situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept damage caused by flood is correct.

Following the further assessment, a scope of works will be compiled setting out the damage accepted by AAMI as being the result of rainwater entry through the roof. Once this has occurred, if your client disagrees with the scope of works determined as being related to rainwater entry, he is entitled to seek a review of that matter by my office.

My decision represents AAMI's final decision in relation to your client's complaint. If your client wishes to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

A large black rectangular box redacting the signature of the Dispute Resolution Officer.A black rectangular box redacting the name of the Dispute Resolution Officer.

Dispute Resolution Officer

| 4 May 2011

[REDACTED]
[REDACTED]
BUNDABERG SOUTH QLD 4670

Dear Ms [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 31 December 2010 to advise that your house had been inundated by flood water.

AAMI appointed an assessor who provided a report stating that the damage to your property was due to flood and stormwater. AAMI also commissioned an external hydrologist WRM Water & Environment Pty Ltd (WRM), to provide an opinion as to the cause of water inundation at your property.

After considering the reports, AAMI wrote to you on 5 April 2011 advising the claim was partially for acceptance. The basis of AAMI's decision was that part of the damage to your home and contents was caused by flood (which is specifically excluded from cover) and part of it was caused by stormwater run off, which is covered. AAMI advised that as stormwater run off inundated your toilet house up to a maximum depth of 30cm above floor level, before flood waters inundated the toilet house, they would cover damage up to this height.

The matter has been referred to my office for a further review of AAMI's decision in conjunction with photographs received from the Bundaberg Electorate Office in support of your claim.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website and photographs received from Mr Jack Dempsey MP's office.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 5 April 2011 sets out the basis of the decision to only accept part of your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert opinions of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the whole of the damage was caused by an event covered under the policy, I accept that the damage to your property caused by flood is not covered.

In cases where there is an initial inundation resulting from stormwater runoff followed by an further inundation caused by flood water as defined by the policy, I accept that it is appropriate, in light of insurance and legal principles, for AAMI to cover you for the damage caused to the toilet house by stormwater run off (30cm), but not the additional damage caused by the flood water inundation.

I accept that damage was caused by the overflow of the Saltwater Creek which is a tributary of the Burnett River causing floodwaters to travel overland and inundate your property, and that the policy clearly provides that you are not covered for the damage caused by this event.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to only cover damage to the toilet house up to 30cm in height from floor level is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

8 August 2011

[REDACTED]
[REDACTED] Gregory Street
CLAYFIELD QLD 4011

Dear Mr & Mrs. [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

Page 10 of the policy provides you are covered for:

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.

The Claim

You contacted AAMI on 14 January 2011 to advise that your pontoon had been washed away.

AAMI appointed an external assessor, Cunningham Lindsey, who following an inspection on 17 February 2011, provided a report stating that the damage to your pontoon could have been caused by impact by your neighbour's pontoon. AAMI

Consumer Appeals Service

447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744. AFSL No. 238173



also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia regarding the cause of water inundation to the Brisbane River. This Hydrology Area Report (hydrologist report) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 31 March 2011 advising the claim was not for acceptance. AAMI's letter stated it considered the damage being claimed was caused by flood and that specifically, your pontoon had come loose as a result of this and floated away.

You wrote to my office on 18 July 2011 requesting a review of AAMI's decision. You are dissatisfied with AAMI's decision to not cover the reinstatement of your pontoon as you believe its loss was caused by a collision from your neighbours' pontoon (or by impact from another thing in the water). You do not consider evidence has been provided to substantiate that the flows in the Brisbane River at the time of the loss were flood flows or had any particular severity. You have advised the cost of reinstating your pontoon will cause substantial financial hardship and you have now requested that I review the matter.

My Decision

I have read and considered all of the available material on your file.

I have reviewed AAMI's letter dated 31 March 2011 which sets out that the basis of the decision not to accept your claim was that the loss of the pontoon was due to flood. I have considered your opinion that the claim should be accepted for the reasons set out in your correspondence of 18 July 2011.

In reviewing your claim and reasons for the denial as cited by AAMI, I am guided by the expert qualified opinion of the hydrologist in this matter. I would like to bring to your attention the following extracts from the Hydrologist report which can be located at www.insurancecouncil.com.au:

'Floodwaters moving down the Brisbane River over the period 9 to 14 January were made up of releases from Wivenhoe Dam and floodwaters from Lockyer Creek and the Bremer River. The water level response to these normal flood events in lower Lockyer Creek, in the lower Bremer River and in the lower Brisbane River was dwarfed by the subsequent water level rise associated with releases from Wivenhoe Dam over the period 0600 hours on Tuesday 11 January to 0300 hours on the morning of Wednesday 12 January.

It is concluded that releases from Wivenhoe Dam was the principal immediate cause of flooding along the reach of the Brisbane River downstream of the Dam, along the lower reaches of Lockyer Creek and the Bremer River, and along tributaries further downstream.

Given that rainfall across the Brisbane City LGA had ceased by 1800 hours on Tuesday 11 January, any flooding after this time will have been caused by waterflow inundation from the Brisbane River and its tributary creeks, it being noted that

inundation along the tributaries was associated with backwater flooding from the Brisbane River (which in turn was principally caused by the dam release flood from Wivenhoe Dam).

Flooding along the mainstream of the Brisbane River and along the lower tributaries was principally caused by releases from Wivenhoe Dam.

Floodwaters moving down the Brisbane River over the period Sunday to Friday 9 to 14 January were made up of dam release floodwaters from Wivenhoe and floodwaters from Lockyer Creek and the Bremer River.'

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your AAMI policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

Based on the information to hand regarding the rapid flow of the Brisbane River, I believe it is unlikely that all other pontoons or jetties damaged during the flood event were impacted by debris. Rather, I accept that on the balance of probabilities many pontoon detachments were likely caused by the lateral force of the water.

However, I have also given consideration to your claim under the insured event of 'Impact', as set out in the policy. I note that in order for a claim to proceed under this insured event, the impact must be from one of the items listed in the policy booklet under that insured event.

I appreciate you believe your pontoon was likely impacted by your neighbours' pontoon and if this were the case, I am satisfied it is not covered under the terms of the policy, as a pontoon is not one of the items listed under that insured event and I am not satisfied it constitutes a watercraft, which is one of the listed items. I have considered the possibility of an impact occurring by a watercraft or part of a tree, however given the magnitude of the event occurring on and around the date the pontoon detached, I consider it to be no more likely the impact was from one of these items as opposed to some other item in the water at that time. Given the onus lies with the insured to establish the damage in respect of which a claim is made is covered under the terms of the policy of insurance and there is no evidence to verify what, if anything, impacted the pontoon causing its detachment, I am satisfied AAMI was entitled to deny cover for its loss under your claim.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

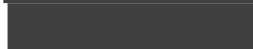
My decision represents AAMI's final decision in relation to your complaint. If you wish to pursue the complaint further you are entitled to apply to the Financial Ombudsman Service (the FOS). The FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments 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:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

19 April 2011

[REDACTED]
[REDACTED] Visentin Road
MORAYFIELD QLD 4506

Dear [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your house had been inundated by flood water.

After discussing the matter with you, AAMI decided it was necessary to appoint an external assessor, Cunningham Lindsey, to attend your home to ascertain the cause and extent of the damage. Consequently, Cunningham Lindsey submitted a report stating the damage to your property was due to flood.

AAMI also advised it was necessary to obtain a report from an external hydrologist, WRM Water & Environment (WRM) to confirm the cause of the water inundation, prior to making a decision regarding acceptance of the claim.

You are dissatisfied with the time it is taking for AAMI to process your claim as your family is currently living in unhealthy living conditions. You also express your concerns regarding the service provided by AAMI and you therefore believe you are being treated unfairly. You state you have been insured with AAMI for nearly twenty years and always paid your policy premium on time. You therefore ask a decision regarding acceptance of your claim to be made urgently.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file. I note since commencing my review, AAMI wrote to you on 31 March 2011 advising the claim was not for acceptance.

Firstly, on behalf of AAMI, I would like to apologise for your recent experience. I wish to advise you that the majority of AAMI's claims are handled effectively and efficiently without causing distress to the customer. I acknowledge it has been a lengthy process for AAMI to obtain all the relevant information prior to making a decision regarding acceptance of the claim, but it is my view AAMI has not unduly delayed your claim. Nevertheless, I certainly understand your frustration that you did not receive the service that you expected and I can reassure you that your feedback relating to this matter has been forwarded to the appropriate manager for future training purposes.

I have also considered AAMI's decision to not accept your claim. I note AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

The AAMI Home Building and Contents Insurance 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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained from the assessor and hydrologist, along with the interactive flood map provided on the Queensland Government website. Consequently, I am satisfied AAMI's letter dated 31 March 2011 sets out the basis of the decision not to accept your claim. I am therefore guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the overflow of the Sheep Station Creek, the Caboolture River and an undammed tributary causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy.

In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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Facsimile: (03) 96136399
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Email: info@fos.org.au

Yours faithfully,

A black rectangular box redacting the signature of the Dispute Resolution Officer.

Dispute Resolution Officer

25 May 2011

[REDACTED]
[REDACTED] Ryan Street
HILL END QLD 4101

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 19 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 12 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the torrential rain added to the mass in the river that partly caused it to rise. You also note some of the information provided in the Cunningham Lindsey report is incorrect.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 12 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of the Brisbane River which is located within close proximity to your property, and caused floodwaters to travel overland and inundate your property on or around 12 January 2011. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

In regard to your comments relating to the Cunningham Lindsey report AAMI has considered when determining whether your claim fell within the scope of cover provided by the policy, I accept that the report conducted by Cunningham Lindsey formed only part of the evidence relied upon. I accept you believe there are errors in the report however, I am satisfied these errors did not influence the outcome of your claim.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.


My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

11 May 2011

[REDACTED]
[REDACTED] Victoria Street
FAIRFIELD QLD 4103

Dear Mr [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy (the policy).

The policy booklet explains that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 15 January 2011 to advise heavy rain has caused water to flood the bottom floor of your home and damage your contents.

AAMI appointed an external assessor from Cunningham & Lindsey, who provided a report stating that the damage to the property was due to flood. AAMI also viewed a report from the Insurance Council of Australia Hydrology Panel to confirm the cause of the water inundation and examined interactive flood maps provided on the Queensland Government website.

After considering the reports and information, AAMI wrote to you on 5 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood, which is specifically excluded from cover.

You are dissatisfied with AAMI's decision and submit the contents of your home were damaged by storm water prior to the inundation of flood water. On this basis, you believe AAMI are obliged to accept the claim. You have now asked that I review the matter.

My Decision

I have read and considered all of the available material on your file including reports from the external assessor and hydrologist, along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 5 April 2011 sets out the basis of the decision not to accept your claim. I have considered your position that the drains surrounding your home were unable to cope with the rainfall and your contents were damaged by overflow from this before floodwaters entered the property. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your contents was caused by flood.

I accept that the flood was caused by the water overflowing from the Brisbane River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.


Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

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:

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MELBOURNE VIC 3001

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

25 May 2011

[REDACTED]
Wendouree Crescent
WESTLAKE QLD 4074

Email: [REDACTED]

Dear Mr [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building Insurance Policy (the policy).

The policy booklet explains (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You contacted AAMI on 17 January 2011 to advise that heavy rain had caused the river to overflow and water had flooded your home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 8 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your property was caused by flood that is specifically excluded from cover.

You dispute AAMI's decision to not cover your claim on the basis that when you purchased the policy you were advised the policy would cover you for all floods except tsunami. You believe that AAMI have failed in the duty of care by not sending you a copy of your policy and Product Disclosure Statement (PDS), therefore your policy should revert to basic cover which includes flood cover. Further, you advised that AAMI failed to update you on your claim for eight weeks after your property was assessed.

You now ask that I review this matter.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Building policy provides 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 page 13.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 8 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the assessor's report and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the Brisbane River adjacent to your property which has risen and overflowed to inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I have also reviewed your assertion you were advised that you were covered for Flood damage when taking out the policy. I have reviewed your policy messages and cannot confirm the details of the conversations you had with the operator at the time of taking out your policy. However, I am satisfied that you would not have been advised flood was covered under your policy as there is specific scripting that the operator is to follow when commencing a policy. I am satisfied the AAMI operator would not have told you were covered for something that is specifically excluded from the policy. In any event, I must advise that the onus remains with you the policyholder, to read the booklet and ensure that the cover provided meets your requirements.

I accept the policy is clear when it states that loss or damage caused by flood is not covered.

While I acknowledge your assertion that you were told that flood would be covered by the policy, but not tsunami, I accept the onus remains with the policyholder to read the policy documents and schedule in its entirety once received to ensure it meets their requirements. I am satisfied the onus rested with you to contact AAMI if you were not satisfied with the policy you purchased or if there were elements specific to your policy, such as the exclusions, that you wished to clarify.

You have also stated you did not receive the Product Disclosure Statement (PDS) on inception of your policy and therefore the exclusions in the policy do not apply. AAMI's records confirm a copy of the policy booklet was posted to you on 21 January 2010. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted you the relevant documentation when required to do so. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

I can confirm that that whilst damage or loss caused by flood (as defined above) is not covered, damage or loss caused by stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface is covered, subject to the other terms and conditions of the policy.

On this occasion AAMI believed it was appropriate to obtain the expert opinion of a hydrologist on the cause of water ingress given rise to the damage to your property. Once the report was received, AAMI conducted a review of the matter and a decision was provided.

In regard to your complaint regarding the time taken to review your claim and AAMI not providing you with regular updates, I can advise that recent weather events across Australia have placed stress on AAMI's resources and they are endeavouring to expedite the claims process for its customers. Additionally, AAMI was awaiting receipt of all the information it believed should be considered before making a decision in regard to claim acceptance. This unfortunately requires time and on behalf of AAMI I thank you for your patience in this matter.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: [REDACTED]

Yours faithfully,

[REDACTED]
jenna zimmermann
Dispute Resolution Officer

1 August 2011

[REDACTED]
[REDACTED] Range View Drive
MOUNT SAMSON QLD 4520

Dear Mrs and Mr [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building Insurance Policy (the policy).

The policy booklets explain (in summary) on page 14 that you are covered for loss or damage caused by flood, erosion or washing away of soil, earth or gravel, soil movement or settlement, subsidence or landslide unless caused by the insured event of earthquake.

Page 6 of the policy explains the building includes outbuildings 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 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 owned by you and used only for domestic purposes.

The Claim

You contacted AAMI on 24 January 2011 to advise that during the heavy rain and storms the storm water drain that runs under the driveway had collapsed and damaged the concrete driveway.

AAMI appointed Construct Services who attended your property as you had concerns over the structural integrity of the driveway.

In their subsequent report, Construct Services advised (in summary) of the following:

'It would appear the bridge was in fair condition prior to the storm, however a crack has formed underneath the stormwater pipe and is allowing water from the lake to escape from an unknown point buried underneath the bridge.'

'We have advised your policy holder that we believe a structural engineer may need to be appointed prior to any works being carried out to provide a correct scope of works for repairs.'

'Damage has occurred to the front driveway where the bridge is sectioned covering a river has begun to collapse. We believe this damage has occurred during recent storm events where the river has built up adding additional strain and pressure to the banks of the bridge causing it to eventually begin to crack and crumble.'

In order to technically satisfy the exact cause of the damage to this property we suggest that a suitable engineer is engaged to determine exactly what has caused the damage and the correct means of repairing it'.

AAMI also appointed an external assessor, Cunningham & Lindsey, who provided a report stating that the damage to your property appeared to be due to flood.

AAMI engaged the services of Censeo Engineers to inspect and report on the damage as recommended by Construct Services. In their subsequent report, Censeo Engineers conclusion is as follows:

'The location of the collapse is at the lowest section of the 180m long driveway. Only one storm water pipe was provided underneath a 12m long driveway bridge. Significantly inadequate drainage or measures were provided to transfer water from the upstream to the downstream of the natural water course. The fact that the sole water pipe underneath the driveway is located 1.5m above the bottom of the natural water course means that the pipe is almost of no use during normal water flow as the location of the pipe is considered to be too high to catch any water flow.'

As a result, the only way of maintaining water flow in the natural water course is by seepage of soil materials behind the boulders. The soils underneath the concrete driveway are fully saturated with water throughout the duration of the life of the driveway due to seepage. Gradual erosion has been occurring in the soil materials for a long period of time. The soils' shear resistance reduces to a level which cannot support the gravity down slope loading and movement or failure results in the soil materials underneath the concrete driveway.'

Water pressure has been elevated by the saturation of soil materials from prolonged rainfall and seepage. When the soil material fills with water, the fluid pressure provides the bog with buoyancy, reducing the resistance to movement. Saturation creates a bog-like suspension of the soils which causes

it to lose virtually all of its bearing capacity. With the build-up of hydraulic pressure, the vertical and horizontal forces against the wall have increased. The huge force generated from the water flow has finally triggered the event of collapse to the boulder underneath the driveway after it reaches the point of failure.

The collapse sustained to the boulders underneath the concrete driveway, therefore, would appear to be a direct result of poor building practice, significantly inadequate drainage and inadequate design. It is also our opinion that prolonged wet weather conditions and past storm activity have only helped exacerbate the inevitable problem of long periods of erosion and movement of the soil materials underneath the driveway.

We do not believe that any damage sustained to the underneath the concrete driveway is a direct result of any storm event.'

Upon receipt of the engineers report AAMI contacted you and advised the claim was not for acceptance. AAMI wrote you 10 May 2011 stating as the damage was associated with flood, soil movement and erosion, the claim would not be covered as these causes are all specifically excluded from cover under the policy.

You have requested a review of AAMI's decision as you believe AAMI's letter included many incorrect and misleading statements.

The matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and engineer as well as the letter from you dated 15 June 2011.

The AAMI Home Building policy provides cover for loss and damage caused by storm and rainwater, but specifically provides that loss or damage caused by flood, soil movement, erosion and subsidence is not covered. I accept that this is clearly set out in the home policy booklets on page 13.

Firstly, I can advise that the Cunningham & Lindsey report stating the release of the Wivenhoe Dam causing damage does not apply to your property.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 10 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert qualified opinion of the external assessor and engineer in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood, soil movement, erosion or subsidence.

Even if I were to accept that flood was not a contributor towards the damage to your driveway, I am satisfied the engineers report is clear that no storm damage has occurred to the concrete driveway underneath and in the absence of any contradictory evidence, I am persuaded by their view.

I can also confirm that AAMI have not included any mention of Dam damage in their letter to you. However, I can advise that a dam is not covered under the AAMI Home Building Policy for any loss or damage.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

10 August 2011

[REDACTED]
[REDACTED]
WEST END QLD 4101

Dear Mr [REDACTED] & Mrs [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that your home was completely inundated by water.

AAMI appointed an external assessor Cunningham & Lindsey to provide a report on the damage sustained to your property. AAMI obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 5 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you assert that when you renewed your policy you spoke with an operator who confirmed you were covered for flood damage. You also assert that when you lodged the claim the operator advised the claim would be covered for flood.

You now request a review of matter.

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 home and contents policy booklets on pages 13 and 19 respectively.

While I acknowledge your assertion that you were told by AAMI that your policy covered you for flood, I have reviewed your policy messages and cannot confirm the details of the conversations you had with the operator at the time of renewing your policy. Even if such an assurance was provided, I believe it would have been general information and not an absolute assurance you would be covered should you experience such an event.

I would like to advise you that all the information contained in the policy is not conveyed over a telephone conversation. I accept the onus remains with the policyholder to read the policy documents and schedule in its entirety once received to ensure it meets their requirements. In the event that the information set out in the documents is incorrect, or if the cover purchased is inadequate, the onus remains with the policyholder to contact AAMI and complete the required amendments or find alternate cover.

I have also reviewed your assertion you were advised that your claim would be covered when you lodged the claim. I must advise that AAMI do not record telephone conversations, but do monitor calls for training purposes. I can confirm that operator who lodged your claim understands that the policy does not cover flood and has confirmed that she would not have provided an assurance to any customer that their claim would be covered. Therefore, I am unable to accept you would have been provided with an absolute assurance you would be covered for this damage, when the policy clearly provides otherwise.


Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

My decision represents AAMI's final decision 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:

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer

12 May 2011

[REDACTED]
[REDACTED] Thomas Street
SHERWOOD QLD 4075

Dear Mr [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 18 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 4 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood which is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the waste water drains and taps inside your property back flowed well before flood waters entered. You assert that insurance companies or the Government should be providing relief in the circumstances and therefore implore AAMI to reconsider its position.

The matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 4 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be fully accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood.

I accept that the damage was caused by the overflow of the Oxley Creek which received floodwaters from the Brisbane River causing water to inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

My decision represents AAMI's final decision 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:

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Facsimile: (03) 96136399
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Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

21 June 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: AAMI Claim Number [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 7 June 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 15 January 2011 to advise that water flooded their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due a combination of storm water and flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to your client on 13 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 7 June 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 13 April 2011 sets out the basis of the decision to deny your clients' claim. I am guided by the expert qualified opinion of the

external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I note there is no dispute your clients received copies of the relevant policy documentation. However, you believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 29 January 2011 and that the hydrology report formed only part of the evidence relied upon. I accept AAMI have complied with their obligations under the Insurance Contracts Act 1984 and the general Insurance Code of Practice and there is no evidence before me to doubt this view.

In summary, I accept that majority of the damage to your clients' home and contents was caused by the overflow of the flooded Bundamba Creek, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I acknowledge your position that the Cunningham Lindsey assessment has inaccurate statement contained therein. While I accept on face value your concerns over the report, I am satisfied this report only formed part of the basis for the non acceptance of your claim and the inaccuracies do not change the decision that flood caused damage to your property.

I can confirm OSSA Services Pty Ltd (OSSA) attended to make safe your property. This included the removal of curtains and floorboards as they were in a dangerous position from lifting. I have discussed this with AAMI management and I am of the understanding these items have been rectified or returned to you. If this is not the case please contact AAMI. I am satisfied OSSA and AAMI had an obligation to make the property safe and not leave it in a dangerous opposition. I am satisfied this service did not constitute a valid claim under the policy.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

18 May 2011

[REDACTED]
PO Box [REDACTED]
ARCHERFIELD QLD 4108

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Contents Insurance Policy (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 contacted AAMI on 14 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 27 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the damage should be covered.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

The AAMI Home Contents policy provides 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 page 19.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 27 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the Oxley Creek flowing into Stable Swamp Creek and the stormwater channel located approximately 150 metres east of your property, which overflowed and inundated your property. The water carried by the stormwater channel which was designed to assist in draining excess water from storm events in Archerfield towards Stable Swamp Creek, was not large enough to handle the volume of water that overflowed from Stable Swamp Creek. In either case, I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.


My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

15 July 2011

[REDACTED]
[REDACTED] Thomas Street
SHERWOOD QLD 4075

Email: [REDACTED] and [REDACTED]

Dear Miss [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your 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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 18 January 2011 to advise that you returned from holidays to discover your home had been inundated with flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 3 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood which is specifically excluded from cover.

You contacted AAMI on 27 June 2011 to ask why the contents specified on your policy were not covered under the claim. AAMI explained that specifying items on the policy does not cover them for all events, they were only covered for specific events as per the policy terms and conditions.

You remained dissatisfied with AAMI's response and contacted my office to request a review of the decision. You state you understand the building not being covered by the claim, however you believe the contents you had specified on your policy should be covered as they were specifically listed on the policy. Further, you state you thought your policy covered you for flood damage.

You now ask that I review the matter.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website.

Your policy is defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with you, the policyholder, to read the policy documents and ensure the cover provided meets his requirements. In the event that the information set out in the documents is incorrect, or if the cover you have purchased is inadequate, the onus remains with you to contact AAMI and complete the required amendments or find alternate cover.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 3 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your property was caused by flood.

I accept that the Oxley Creek located approximately 350 metres to the north east of your property has risen and overflowed, causing floodwaters to travel overland and inundate your property, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

I acknowledge your view that the contents you specified on your policy should be covered by the claim, however I am satisfied that whilst AAMI allowed you to specify these items on the policy, I must advise that specifying items for a certain value does not guarantee that amount will be paid in the event of a claim. The specified items

are only covered for loss or damage caused by insured events. As the damage to your specified items was caused by flood, I accept AAMI's decision to not cover these items under your claim.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept your claim is correct.

My decision represents AAMI's final decision 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:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

22 July 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Holmes,

RE: **AAMI Claim Number:** [REDACTED]
Your Reference [REDACTED]
Clients: [REDACTED]

I am writing in regard to your request to have your client's complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 5 July 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 14 January 2011 to advise that their house was completely flooded and that they believed the drains were blocked therefore the water had nowhere to go.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 17 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your client's file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 5 July 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policies, subject to any exclusions.

You have asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and

unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building).

Accordingly, I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

I also accept that in order to claim for water escaping from a drain or storm water runoff damages to the home and contents, the onus is with your client to establish, on balance of probabilities, this occurred prior to flood water, or mixed flood and drain or storm water, damaging them. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain or storm water.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 17 May 2011 sets out the basis of the decision not to accept your client's claim. I am guided by the expert qualified opinion of the external assessor and hydrologists in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was first caused by an event covered under the policy, I accept the damage to your client's property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 2 February 2011, and therefore it is my view that the hydrology report can be taken into account when evaluating all the collective evidence relating to the event.

In summary, I accept that the damage to your client's home and contents was caused by overland floodwaters from the Brisbane River resulting in inundation of your client's home. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your client's situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

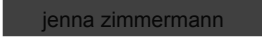
My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they are entitled to apply to the Financial Ombudsman Service (the FOS). The FOS is an

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. Any such application must be made 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

8 June 2011

[REDACTED]
Po Box [REDACTED]
COOMINYA QLD 4311

Email: [REDACTED]

Dear Mr [REDACTED]

Re: AAMI Claim Number: [REDACTED]

Thank you for your request that I review AAMI's decision regarding your claim.

It is my role as Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution (IDR) process.

Your Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

The Home Building policy is designed to provide you with financial protection and peace of mind against sudden and unexpected loss or damage to your property caused by the events set out on pages 8 to 13 of the Home Building Insurance policy booklet. One of the events covered is loss or damage caused by or arising from *storm and rainwater*.

Page 7 of the Home Building policy states that your building does not include loose surfaces of tennis courts, driveways and paths.

Page 31 of the Home Contents policy details the additional benefit of spoiled frozen food. In summary, it explains AAMI will pay for the spoilage 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 AAMI will pay for this benefit is \$400.

Your Claim

You contacted AAMI on 17 January 2011 to report storm water got into your power box and damaged it along with the 260 metre long cabling that goes from your front gate to the house. At this point, AAMI lodged a claim and appointed external assessor from Cunningham Lindsey to attend your property to determine the amount and cause of claimed damage.

Upon receipt of the report, AAMI sought further information from R.A.T. Tippers who had constructed your driveway. After considering all the available information, AAMI advised your claim was partially accepted. AAMI wrote to you on 12 May 2011 explaining they would cover the repair of the fuse box and electrical cabling as they were satisfied this damage had been caused by stormwater runoff. However, AAMI advised they would not cover the cost of reinstating your driveway as the policy does not cover loose surfaces of driveways. Further, AAMI advised your claim for spoilage of frozen food was declined on the basis it was not caused by an insured event covered by your policy.

You have requested that I review these decisions on the basis the damage to the driveway was caused entirely as a consequence of the repair to the power cable and as such should be considered part of and not separate from the overall claim. Further, the spoilage of frozen food, you believe was also a consequence of the loss of electricity and you request the \$400 benefit be paid under the claim.

My Decision

Firstly, I wish to thank you for your patience whilst I have conducted my review of your claim. I can advise that I have now read and considered all of the information on the claim file.

I confirm that I have discussed the claim with AAMI and after further consideration of the matter regarding your driveway, I am pleased to advise that AAMI have decided to cover the cost to reinstate your driveway, however will limit this to cover only the section that was damaged by the repair of the electric cabling. I have therefore returned the file to AAMI's Home Claims Department, who will contact you shortly to further process this aspect of the claim. Alternatively, you may contact AAMI's Home Claims Department during business hours on 13 22 44.

If you have any questions in the interim regarding my decision, please do not hesitate to contact my office by calling 1300 240 437 during business hours.

I understand your food in your freezer was spoiled as a result of this event. The policy provides cover for additional benefits, such as 'Spoiled frozen food'. It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. Your AAMI Home Contents Insurance Policy is a defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The 'Spoiled frozen food' benefit only covers spoiled frozen food caused by accidental breakdown of your freezer where your freezer is less than 10 years old, or as a result of failure of public electricity to your home other than because of industrial action.

Whilst I recognise you advised your frozen food spoiled when the power went out, I accept the policy clearly and unambiguously states AAMI will only pay for the spoilage of frozen food caused by either the accidental breakdown of your freezer where your freezer is less than 10 years old, or failure of public electricity to your

home. As the power failure was not caused by one of these events, I am satisfied AAMI is not obliged to cover the spoiled frozen food under the additional benefit of 'Spoiled frozen food' on this occasion.

I have considered your history with AAMI and I accept you have been a loyal customer. I thank you for choosing us as your insurer in the past and I hope you will continue to do so. However, AAMI has an obligation to all its stakeholders, including policyholders, to ensure claim decisions are made in accordance with the terms and conditions of the policy.


Whilst I empathise with your circumstances, I am satisfied AAMI's decision to not accept your claim for spoiled frozen food is correct and in accordance with the terms and conditions of the policy.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

5 July 2011

[REDACTED]
[REDACTED] Ryan Street
HILL END QLD 4101

Dear Mrs [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that your house had been inundated by water up to the tops of the windows.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a hydrology report commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 11 May 2011 advising the claim for flood damage was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and on this basis the matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 11 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

While I acknowledge you do not agree with the findings contained in the reports unfortunately I am guided by the hydrologists view.

Therefore, I accept that the flood was caused by the inundation of flood water escaping and overflowing from the Brisbane River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.

My decision represents AAMI's final decision 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:

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Email: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

9 May 2011

[REDACTED]
Hyland Lawyers
127 Chapel Hill Road
CHAPEL HILL QLD 4069

Dear Mr [REDACTED]

RE: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]

Thank you for the request that my office review AAMI's decision regarding your client's claim.

Further to our conversation late last week, I have completed a preliminary review of the claim and have discussed your client's claim with AAMI management. As a result, I believe it is appropriate for the file to be returned to AAMI to arrange a thorough review of your client's concerns. This will enable consideration of the information you have more recently supplied along with the assessment of the property previously carried out. AAMI has confirmed this review will commence immediately and upon completion, a comprehensive decision will be provided.

If you remain dissatisfied with AAMI's decision at such time as this review has been completed, please contact my office on 1300 240 437 to initiate a further review. I can assure you my office will closely monitor AAMI's continued handling of the claim.

Yours faithfully,

[REDACTED]
jenna zimmermann
Dispute Resolution Officer

21 July 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Holmes,

RE: AAMI Claim Number: [REDACTED]

Your Reference: [REDACTED]

Clients: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 1 July 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 14 January 2011 to advise that their house was completely inundated with water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 14 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 1 July 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policies, subject to any exclusions.

The AAMI Home Building and Contents policies provide cover for loss and damage caused by storm and rainwater, but specifically provide that loss or damage caused by flood are not covered. I accept that this is clearly set out in the home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 14 April 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 5 February 2011, and therefore it is my view that the hydrology report can be taken into account when evaluating all the collective evidence relating to the event.

You have stated your clients were not made aware of the policy exclusion for damage caused by flood and had relied on AAMI to alert them of the inadequacy of the policy for their needs given their circumstances. Further, you state AAMI staff had a duty of utmost good faith to inform your clients of the unsuitability of the insurance cover selected during consultation with them. You assert AAMI has failed in its statutory responsibility to treat your clients with 'utmost good faith' as required by section 13 of *The Insurance Contracts Act 1984* (ICA).

I am satisfied that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and therefore section 69(2) of the ICA provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days of commencing cover is sufficient. I note that you do not dispute that your clients were provided with a copy of the policy documentation, therefore I accept that your client was issued the policy documents AAMI was required to send.

Your clients' policy is defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your clients, the policyholders, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in the documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your clients to contact AAMI and complete the required amendments or find alternate cover.

You have also asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is*

prevented from entering the normal confines of any watercourse or lake. I accept that this is clearly set out in the policy booklet on page 13.

Accordingly I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the Bremer River, resulting in inundation of your clients' home. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

jenna zimmermann
Dispute Resolution Officer

17 May 2011

[REDACTED]
Beatty Road
ROCKLEA QLD 4106

Dear Mr & Mrs [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for the request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 13 January 2011 to advise that your house had been inundated by storm water.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (Hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 31 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and state the water that inundated your home originated as storm water and as such, the policy covering your home should respond.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 this is clearly set out in the home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 31 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept the whole of the damage to your property was caused by flood.

I accept the flood was caused by rising water from the Brisbane River causing the Oxley Creek and Stable Swamp Creek to overflow resulting in water travelling over ground to your property. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

[Redacted Signature]

Dispute Resolution Officer

CONSUMER APPEALS SERVICE

10 May 2011

[REDACTED]
[REDACTED] Iris Street
GAILES QLD 4300

Dear Mr. & Mrs. [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 12 January 2011 to advise that your suburb had experienced continuous rain that had caused the water level to rise. You advised the water had reached the roof line of your home and you had been evacuated.

AAMI appointed an external assessor from Cunningham Lindsay who provided a report stating that the damage to your property was due to flood. AAMI also reviewed a report from the Insurance Council of Australia Hydrology Panel to confirm the cause of the water inundation and examined interactive flood maps provided on the Queensland Government website.

After considering the reports, AAMI wrote to you on 14 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision. You state the assessor from Cunningham Lindsay attributed the water inundation to torrential rain. You argue that without a rainwater occurrence, which the policy does cover, flooding would not occur so you consider this event should be covered.

Consumer Appeals Service
447 Collins Street, Melbourne 3000, PO Box 14160, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



My Decision

I have read and considered all of the available material on your file including reports from the Cunningham Lindsay assessor and the hydrology panel along with the interactive flood map provided on the Queensland Government website.

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 Building and Contents policy booklets on pages 13 and 19 respectively. I accept the onus is with the insured to ensure the product they have purchased suits their requirements by reading the documentation provided following inception of the policy. The policy covers loss or damage caused by the insured events set out in the policy booklet, unless defeated by any of the detailed exclusions.

I have reviewed the reports obtained regarding this matter and I am satisfied AAMI's letter of 14 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of the Woogaroo Creek, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au

Email: info@fos.org.au

Yours faithfully,

A large black rectangular box redacting the signature of the Dispute Resolution Officer.A black rectangular box redacting the name of the Dispute Resolution Officer.

Dispute Resolution Officer

25 August 2011

[REDACTED]
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Ms Kreet,

RE: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 1 July 2011.

I can advise that a review was completed for Mr White on 18 May 2011 which I have enclosed for your reference. However, a further review will take place based on the information you have supplied.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 13 January 2011 to advise that due to the recent floods his property had been inundated with water and was currently underwater.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due a combination of storm water and flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your clients home.

After considering the reports, AAMI wrote to your client on 21 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 1 July 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 21 April 2011 sets out the basis of the decision to not accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the whole of the damage was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I note your position that your client was told when taking out the policy with AAMI that he was covered for flood and would not have taken out insurance with AAMI without that reassurance. You allege that as a result of AAMI's misrepresentations Mr White has acted in reliance on that statement to his detriment. That is, your client was given a policy totally inadequate given he expressly stated his location on the bank of the Bremer River was susceptible to flooding. You believe AAMI must pay for the consequences of this misrepresentation.

Whilst telephone calls are monitored from time to time for training purposes, conversations are not recorded so I am unable to verify conversation your client had when speaking to AAMI about the policy when it was taken out. However I have confirmed AAMI Management's directives to staff are to advise customer's basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

I note that the policy was taken out on the internet and there are no messages on the claim to indicate a conversation took place. Therefore, I am unable to verify that a conversation took place and can confirm AAMI does not have any terms and conditions that stipulate that conversations are to be recorded.

I note there is no dispute your clients received copies of the relevant policy documentation. However, you believe AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion.

Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report

was conducted by Cunningham Lindsey on 2 February 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the flooded Bremer River, resulting in inundation of your clients' home. However, I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept damage caused by flood is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

8 July 2011

[REDACTED]
[REDACTED] Keith Street
BUNDAMBA QLD 4304

Dear Mr [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 15 January 2011 to advise that you experienced very heavy rain in the area and as a result your home had been inundated with water.

AAMI appointed an external assessor Cunningham Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a hydrology report commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 20 May 2011 advising the claim for flood damage was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and on this basis the matter has been referred to my office for review. You do not dispute that your policy does not provide cover for flood. Your dispute is in relation to the storm water damage which you state occurred before the arrival of overland floodwaters.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 20 May 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the damage to your ceiling caused by storm water should be accepted as this occurred before the arrival of overland floodwaters. However, I accept AAMI's decision to not cover this damage as it is unable to assess or verify the occurrence or extent of this damage which may have happened due to your building being inundated with floodwaters to a height above your ceiling.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions. In this instance, floodwater has inundated your entire building including its ceiling and roof space preventing AAMI from assessing any earlier damage which may have occurred and therefore being able to determine the extent of its liability.

Given the nature of these claims, each must be considered individually and any findings I make are limited to the particular property and the specific circumstances of each claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter. Based on the evidence presently to hand, I am satisfied AAMI have established, on balance, the damage to your home and contents was caused by flood and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept AAMI's decision to not cover your claim.

In regard to your complaint regarding the time taken to review your claim, I can advise that recent weather events across Australia have placed stress on AAMI's resources and they are endeavouring to expedite the claims process for its customers. Additionally, AAMI was awaiting receipt of all the information it believed should be considered before making a decision in regard to claim acceptance. This unfortunately requires time and on behalf of AAMI I thank you for your patience in this matter.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the

circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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:

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GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

29 June 2011

Mr. Paul Holmes
Senior Solicitor / Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Holmes,

Re: AAMI Claim Number: [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your client's complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 14 June 2011.

The Policy

The claim has been lodged under an AAMI Home Building Insurance Policy (the policy).

Page 12 of the policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 13 of the policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 20 January 2011 to advise their home had been inundated by water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 5 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to their property was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your client's file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 14 June 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building policy is a defined events policy, which do not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The policy provides 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.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 5 April 2011 sets out the basis of the decision not to accept your client's claim. I am guided by the expert qualified opinion of the external assessor

and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your client's property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your client's claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 9 February 2011, and therefore it is my view that the hydrology report can be taken into account when evaluating all the collective evidence relating to the event.

You have stated your client was not made aware of the policy exclusion for damage caused by riverine flood and had relied on AAMI to alert them of the inadequacy of the policy for their needs given their circumstances. Further, you state AAMI staff had a duty of utmost good faith to inform your client of the unsuitability of the insurance cover selected during consultation with them. You assert AAMI has failed in its statutory responsibility to treat our client with 'utmost good faith' as required by section 13 of *The Insurance Contracts Act 1984* (ICA).

I am satisfied that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and therefore section 69(2) of the ICA provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days of commencing cover is sufficient. I note that you do not dispute that your client was provided with a copy of the policy documentation, therefore I accept that your client was issued the policy documents AAMI was required to send.

Your client's policy is defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets his requirements. In the event that the information set out in the documents is incorrect, or if the cover he has purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments or find alternate cover.

You have also asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 13.

Accordingly I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this

basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

In summary, I accept that the damage to your client's property was caused by the overflow of Rocky Water Holes Creek, which is located approximately 150 metres to the north east of the property. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your client's situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made within two years of the date of this letter to:

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Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

28 July 2011

[REDACTED]
[REDACTED] Gascoyne Drive
KARALEE QLD 4306

Dear Mrs and Mr [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 14 January 2011 to advise heavy rains had caused damage to your property.

AAMI appointed an external assessor Cunningham & Lindsey who provided a report stating that the damage to your property was due to flood. AAMI obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

AAMI also commissioned an external hydrologist WRM Water & Environment Pty Ltd (WRM), to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 27 June 2011 advising the claim for flood damage was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision and believe the entire claim should be covered. You understand that you are not covered for flood but you are not claiming for flood, rather stormwater damage.

The matter has been referred to my office for review.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 27 June 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by the inundation of flood water escaping and overflowing from the Bremer River, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your flood damage is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

Robert Hazell
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

31 May 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. Holmes,

RE: **AAMI Claim Number:** [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 9 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, canal, dam or stormwater channel.

Consumer Appeals Service
447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeal@ [REDACTED]
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



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 Claim

Your client contacted AAMI on 12 January 2011 to advise that water had entered their home.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 1 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 9 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 1 April 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the

external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

I have confirmed that a copy of the policy documentation was posted to your client on 9 July 2011. Section 35 provides that standard cover does not apply if the insurer informed the insured in writing of the relevant policy provisions pursuant to section 69(2). Section 69(2) provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days is sufficient. It is generally considered that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and provided the insurer sends the insured a copy of the policy documentation within 14 days section 35 is complied with. I am satisfied AAMI posted your client the relevant documentation within 14 days of cover commencing. In the circumstances, I accept that standard cover does not apply and the policy is subject to the exclusions set out in the policy documentation.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 8 February 2011 and that the hydrology report formed only part of the evidence relied upon.

In summary, I accept that the damage to your clients' home and contents was caused by the overflow of the flooded Bremer River, resulting in inundation of your clients' home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully



Robert Hazell
Dispute Resolution Officer

20 July 2011

M [REDACTED]
Legal Aid
[REDACTED] Church Street
WOOLLONGONG NSW 2500

Dear Ms. [REDACTED],

RE: AAMI Claim Number [REDACTED]

Clients: [REDACTED]

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. It is my role as a Dispute Resolution Officer to review the complaint in accordance with AAMI's IDR process.

The Policy

The claim has been lodged under AAMI's Home Building and Contents Insurance Policies.

Page 17 of the Home Building policy relates to repairing or rebuilding your building.

It states:

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.

Page 36 of the Contents policy relates to settlement of Contents claims. It states:

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 regarding your claim and the repair or the replacement of your contents. This information helps establish ownership of property 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 contents; 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 value of your claim, then we may reduce or refuse to pay your claim.

The Claim

On 14 January 2011 AAMI was notified your clients needed to claim under both their building and contents policies, reporting their shed as having been inundated with mud and water from the recent severe weather events, and some areas around the house also being damaged.

A claim was lodged and AAMI appointed an external assessor, Cunningham Lindsey, to assess the loss. AAMI subsequently accepted the claim for damage to both the home and contents.

However, your clients have engaged the services of Legal Aid Queensland, as a dispute has arisen in regard to the settlement of both the home and contents claims.

AAMI has advised upon your clients submitting an itemised list setting out the contents being claimed and estimates of their replacement costs, if the estimated prices are deemed fair and reasonable, those contents will be cash settled.

In regard to the building repairs, AAMI has advised it can either authorise repair of the damage caused by the event, or can cash settle the cost of repairing the damage caused by the event. The settlement amount offered is \$65,201, which is based on a quotation submitted by Integra Building Services, prepared from a scope of works compiled by Bovis Lend Lease.

You have advised the Service your clients seek settlement of the contents without having to compile an itemised list setting out the items lost in the event, or their values. You have stated most of the contents were either washed away or were too wet to access.

You have further advised your clients do not accept the building can be repaired yet, if at all, as the soil is waterlogged and the building is moving.

You have confirmed your clients seek the cost of building a new house, once that cost has been determined.

My Decision

I have read and considered all of the available material on your clients' file including reports from Cunningham Lindsay and Morgan Consulting Engineers (Morgan) and the scope of works the current building settlement offer is based upon.

My decisions are as follows:

Contents settlement

I am mindful AAMI's Contents Insurance policy sets out that if you are unable to provide information and documentation that establishes ownership and value of the property in question and the value of your claim, AAMI may reduce or refuse to pay your claim.

As AAMI has recognised the nature of the loss makes it difficult for your clients to produce the type of evidence that would usually be required of a claimant, it has offered to issue a fair and reasonable settlement upon receipt of an itemised list setting out the contents being claimed and estimates of their replacement costs.

I have noted the initial description of loss provided by your clients and the details contained in the Cunningham Lindsay report relating to the contents, as well as the request made by your client on 2 February 2011 for a shipping container to store contents that were not secure within the home in. Based on this information, it is my understanding there were some contents that were undamaged by the event or were salvageable.

Accordingly, I accept it is reasonable in the circumstances for AAMI to insist upon receipt of an itemised list setting out the contents being claimed and estimates of their replacement costs, prior to issuing a settlement. Presently, AAMI is unaware if the contents loss was less than, equal to or more than the amount covered on the policy of \$63,400. I accept details of the specific items being claimed is information AAMI requires in order to ensure the appropriate settlement is issued.

In the event that your clients are unsure of the estimated replacement cost of any of the items they detail on the list, they may leave those fields incomplete and AAMI will endeavour to obtain the information on their behalf in order to assist in establishing the settlement amount.

Building settlement

I note your clients do not accept the building can be repaired yet, if at all, as the soil is waterlogged and the building is moving. You have confirmed your clients seek the cost of building a new house.

I have considered the report compiled and submitted by Morgan Consulting Engineers, who inspected your clients' home to determine any damage to the foundations that occurred as a result of the event claimed.

Morgan's report stated:

'In our opinion, the recent flooding has not diminished the structural integrity of the residence but has reduced the stability of a number of concrete stumps.

We recommend that any repairs be delayed for as long as possible to allow the soil to dry and return to normal moisture levels. Following this period of drying, we recommend the following repairs be carried out:

- *Reinstate the A.G. drain and waterproofing behind the retaining wall and fill with gravel*
- *Fill in the holes eroded out around the concrete stumps with concrete*
- *Re-level the floors if required'*

The above detailed works have been allowed for in the scope of works, with the exception of re-levelling the floors, which may not be required. However if your clients opt to take a cash settlement for the cost of repairs and engage their own builders and during the course of repairs they find the floors do require re-levelling (or that any other works are required), AAMI should be notified immediately so a further assessment can be arranged, to determine any further settlement that needs to be issued to allow for those additional works.

Alternately, if your clients opt to have AAMI undertake the repairs on their behalf, the authorised builder will notify AAMI of any additional works required as a result of the event claimed, including floor re-levelling. Additionally, if your clients proceed with this option, AAMI will provide a Lifetime Repair Guarantee covering the workmanship and materials.

In regard to commencement of the building repairs and Morgan's advice of 29 April 2011 the repairs should be delayed for as long as possible to allow the soil to dry and return to normal moisture levels, the policy provides for the cost of temporary accommodation to assist with situations such as this. Details of the cover and limitations relating to the temporary accommodation benefit are set out on page 20 of the policy booklet.

In the absence of any contradictory expert evidence to hand to refute Morgan's findings, I accept I can rely upon the information before me which confirms the building can be properly repaired for the amount quoted by Integra Building Services. Accordingly, I am satisfied AAMI is not required to pay your clients the cost of building a new house, based on the information to hand.

Whilst I empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decisions regarding the settlement of this claim are correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,


Dispute Resolution Officer

30 May 2011

[REDACTED]
[REDACTED]
[REDACTED] Egmont Street
SHERWOOD QLD 4075

Dear Ms. [REDACTED]

Re: AAMI Claim – [REDACTED]

Thank you for your request I review AAMI's decision regarding your contents claim.

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 considered the information you have provided and have discussed the matter with Management in the QLD Home Claims department. It has been agreed that a further inspection of the basement where your contents items were stored should undertaken, with a view to determining the specific cause of damage to your contents.

Once the inspection has occurred and the related report received, the Home Claims Manager will make contact with you to advise if the previous decision has been revised. If you are then not satisfied with the decision you receive, you are entitled to seek a further review by my office.

It is my understanding from our telephone discussion today that you are willing to allow a further assessment to occur. Accordingly, I have requested contact be made with you by the Home Claims department later this week in order for a mutually agreeable time to be arranged.

If you have any questions regarding this decision, please do not hesitate to contact my office on [REDACTED].

Yours faithfully,

[REDACTED]
Dispute Resolution Officer

CONSUMER APPEALS SERVICE

15 April 2011

[REDACTED]
Diamond Avenue
EMERALD QLD 4720

Dear Mr & Mrs [REDACTED]

RE: AAMI Claim Number: [REDACTED]

Thank you for your patience whilst I have conducted my review of your claim.

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 was lodged under an AAMI Home Building and Contents Insurance Policy.

Each of the Home Building and Home Contents policy booklets explain (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood. Both policy booklets set out flood does not mean stormwater runoff from areas around the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

The Claim

You contacted AAMI on 31 December 2010 to report that your home had been inundated by floodwaters. AAMI arranged for a home building assessor to attend your residence and report on the damage sustained. At this time, the assessor noted water had inundated your home to a level of approximately 400mm damaging most rooms.

Following their initial inspection, AAMI obtained a hydrology report from WRM Water + Environment (WRM) that detailed the nature of the flood that Emerald as a township had experienced. A short time later, a representative of WRM contacted you to discuss the specific circumstances of the water inundation your property had experienced.

After considering all of the available information, AAMI wrote to you on 23 February 2011 to advise the claim was not for acceptance. AAMI explained the decision had been made on the basis the damage you were claiming was the result of flood and therefore not covered under the terms of the policy.

Consumer Appeals Service

447 Collins Street, Melbourne 3000 PO Box 14180, Melbourne City Mail Centre, Vic 3001

Telephone: 1300 130 794 Facsimile: 1300 315 047 Email: consumer.appeals@au

Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173



You are not satisfied with AAMI's decision and assert it is your view the water that entered your home had come from drains surrounding the property rather than the Nagoa River directly. You state as the policy covers water escaping from a drain the claim should be accepted. You have now asked that I review the matter.

My Decision

I have read and considered all of the available material on your file and have sought further information and clarification from AAMI. I have also considered a report in relation to the 2008 Emerald flood event. As you are aware, given the nature of these claims, each must be considered individually and any findings I make are limited to the particular property and the specific circumstances of each claim.

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 each of the policy booklets on pages 13 and 21 respectively.

The policy also states that 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.

I accept the area where your house is located is in a flood prone area and had previously experienced flood events one of which occurred in 2008.

I note WRM made comment in their report dated 18 February 2011 inundation of the house and shed was caused by floodwaters backing up the constructed open channel from the north and east and overflowing from the racecourse.

In my discussions with you, I note your view the water that inundated your property was predominately from a drain to the rear and street gutter from the front. In your statements, you confirm the street gutter at the front of your property feeds the rear stormwater drain by an underground pipe. You also advised in our conversation that other than this drainage system to which you refer, there is no underground or other network of stormwater drainage for your home.

I have reviewed Google maps of your area. I note the stormwater channel for which WRM refer to the rear of your property runs north and water appears to drain into the large stormwater channel to the west of your property and eventually into the Nagoa River. In light of the rainfall patterns, the duration of the inundation and other evidence, I accept that the water which entered your property was backflow water from the Nagoa River. I accept such water escaped from the river, entered stormwater channels and in turn the constructed channel to the rear of your property, rather than travelling across land, outside of channels and drains, from the river or the stormwater channel to the west.

For present purposes, I accept that for your property the concrete channel to which WRM refer to the rear serves as a drain for normal rain water. After careful consideration of the specific circumstances of your property and the loss you suffered, it is my view that it cannot be ruled out that the water which caused the inundation of your home from the drain to the rear of your property, rather than travelling across land from the stormwater channel to the west or the river. As stated above, I accept the watercourse to the rear of your property serves as a drain. Damage caused by water escaping from a drain is covered under the terms of the policy and you are entitled to the interpretation of the policy.

Consequently, I am pleased to confirm AAMI have agreed to accept your claim pursuant to the other terms and conditions of the policy. AAMI will contact you shortly to arrange the further processing of your claim.

Yours faithfully



jenna zimmermann

Dispute Resolution Officer

25 May 2011

[REDACTED]
[REDACTED] Ramada Place
FIG TREE POCKET QLD 4069

Email: [REDACTED]

Dear Mr & Mrs [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Building and Contents Insurance Policy (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 contacted AAMI on 14 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 29 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you are dissatisfied with the

outcome and the time taken to reach the decision. You state you are disappointed in AAMI and the service provided throughout the claim process.

My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with the interactive flood map provided on the Queensland Government website.

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 home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 29 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I accept that the flood was caused by overflow of Cubberla Creek and the Brisbane River and caused floodwaters to travel overland and inundate your property on 12 January 2011. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

In regard to your complaint regarding the time taken to review your claim, I can advise that recent weather events across Australia have placed stress on AAMI's resources and they are endeavouring to expedite the claims process for its customers. Additionally, AAMI was awaiting receipt of all the information it believed should be considered before making a decision in regard to claim acceptance. This unfortunately requires time and on behalf of AAMI I thank you for your patience in this matter.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

CONSUMER APPEALS SERVICE

9 June 2011

Senior Solicitor/Consumer Advocate
Consumer Protection Unit Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Ms [REDACTED]

Re: AAMI Claim Number [REDACTED]
Your Reference: [REDACTED]
Client: [REDACTED]

I am writing in regard to your request to have your client's complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 20 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, canal, dam or stormwater channel.

Consumer Appeals Service

447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 3001
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Australian Associated Motor Insurers Limited ABN 92 004 791 744, AFSL No. 238173



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 Claim

Your client contacted AAMI on 17 January 2011 to advise that his home had been inundated by floodwater.

AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 27 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your client's file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 20 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

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 home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 27 April 2011 sets out the basis of the decision not to accept your client's claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your client's property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your client's claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 16 February 2011 and that the hydrology report formed only part of the evidence relied upon.

I note that you have also raised a concern that your client did not receive a PDS at each renewal, and therefore assert AAMI has not met its burden under section 35 of the Insurance Contracts Act to clearly inform your client of the relevant exclusion. I can confirm that a policy or PDS is not required to be sent on each renewal unless there has been a variation to the policy during the preceding period of cover. Accordingly, I can confirm that the last policy period of 12 months up to 21 July 2011 has not had a change in the PDS, nor the previous period to this of 21 July 2009 to 21 July 2010. That is, the PDS that your client last received is still current.

In the circumstances, I accept that standard cover does not apply and the policy and claim is subject to the exclusions set out in the PDS.

Your client's policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholder, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments.

You have also asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract.

However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building).

Accordingly I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

In summary, I accept that the damage to your client's home and contents was caused by the overflow of the flooded Bremer River, resulting in inundation of your client's home. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your client's situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made 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: info@fos.org.au

Yours faithfully,



Dispute Resolution Officer

11 May 2011

[REDACTED]
[REDACTED] Strickland Tce
GRACEVILLE QLD 4075

Dear Ms [REDACTED]

Re: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

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 an AAMI Home Contents Insurance Policy and an AAMI Home Building Insurance Policy (the policy). In general terms, the policy provides financial protection and peace of mind for loss or damage to your contents, which is caused by an insured event.

Pages 16 to 21 of the contents policy and pages 8 to 13 of the building policy detail the insured events you are covered for resulting in loss to your home and/or contents occurring during the period of cover. 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 policy defines 'flood' (page 19 of the contents policy and page 13 of the building policy) as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake.*

The Claim

You contacted AAMI on 15 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed assessing firm Cunningham Lindsey (CL) to attend your home to assess the cause and extent of the loss. CL completed their assessment and provided a report stating that the damage to your property was due to flood waters from the Oxley Creek. AAMI also obtained a report from an external hydrologist commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of your home.

After considering the reports, AAMI wrote to you on 1 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe that CL's report is flawed and believe your residence has been flooded due to storm water runoff. You advised that some areas along Strickland terrace have longstanding issues with storm water runoff, and believe that it cannot be ruled out that the damage to your property was caused by storm water runoff. As your policy covers loss or damage arising from storm water runoff, you believe that your claim should be accepted. On this basis, you now ask that I review the matter.

My Decision

I have read and considered all of the available material on your file including reports from the assessor, Hydrology Area Report and the interactive flood map provided on the Queensland Government website.

The AAMI Home Building and Contents policy provides cover for loss and damage caused by storm and rainwater, but specifically provides that loss or damage caused by flood is not covered. Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building).

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 1 April 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted and your belief that the assessor has used incorrect findings in the final report. I further acknowledge your statement that the area has had long standing issues with storm water runoff, and your belief that it cannot be ruled out that storm water runoff caused the damage to your home.

However, I am guided by the expert qualified opinion of the external assessor and Hydrology Area Report in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood. I accept that I can rely on the expertise of the staff from CL & and on the ICA Hydrology Panel in assessing and am satisfied that they have the necessary experience and qualifications to make such a judgement. Accordingly I am satisfied that I can rely upon the evidence submitted by CL & the ICA Hydrology Panel.

I can confirm the main basis of the decision has been based on the Hydrology Area Report and unfortunately I am bound by this Hydrology Area Report which states your property was inundated by flood waters escaping or overflowing from Oxley Creek.

Accordingly, based on the Hydrology report and assessor's report, the evidence before me indicates the predominant cause of the flood and the damage to your home, was the over flow of the Oxley Creek.

I accept that the flood was caused by overflow of the Oxley Creek or one or more of its tributaries, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully


Dispute Resolution Officer

CONSUMER APPEALS SERVICE

22 June 2011

PO Box [REDACTED]
BRISBANE QLD 4001

Dear Ms [REDACTED]

RE: AAMI Claim Number [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your contents 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 an AAMI Home Contents Insurance Policy (the policy).

The policy booklet explains that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

Flood is defined in the policy as 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 reservoir, canal, dam or stormwater channel.

The Claim

You contacted AAMI on 12 January 2011 to advise that storm water had gone through your house to a height of approximately one foot from the roof. This inundation had damaged your contents.

After considering the reports and information to hand AAMI refused your claim, on the basis the damage to your contents was caused by flood, which is specifically excluded from cover.

Consumer Appeals Service

447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 3001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744. AFSL No. 238173



As you requested a review of the decision, the matter was passed to my office to review.

The outcome of my preliminary review was that a further assessment of the property should be undertaken with a view to obtaining evidence relating to your account of what had occurred that led to the water inundation at the home.

Once the further assessment had occurred and the related report was received, AAMI Management considered it along with any other information it considered relevant and informed you AAMI remained satisfied the loss of your contents was due to flood. AAMI maintained the decline of your claim.

You have provided detailed submissions setting out how you consider the inundation of your home occurred. You have requested the matter be further reviewed.

My Decision

I have read and considered all of the available material on your file including the external assessor's report, AAMI's in-house assessor's report, the hydrology report available on the Insurance Council of Australia website, the interactive flood map provided on the Queensland Government website, images from the Google maps and Nearmaps websites and your submissions.

The AAMI Home Contents policy provides 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 19 and 21.

Water escaping from a drain is an event that is covered under AAMI's Home Contents policy. However, in order to claim for water escaping from a drain damaging your contents, I accept the onus is with you to establish, on balance of probabilities, this occurred prior to flood water, or mixed flood and drain water, damaging them. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain.

It is my understanding there is no dispute rainfall in your area ceased at approximately 6:00pm on 11 January 2011. I note AAMI's assessor accepted that it was possible blocked drains at the site resulted in rainwater backing up and causing initial damage to the home. I accept the photographs you have provided showing water flowing out of the property may demonstrate water running towards Six Mile Creek during the day as opposed to it coming from the Creek, prior to the home's internal inundation. However when considering all the evidence collectively, I consider waters escaped from the creek which overtopped the roadways intersecting at Old Ipswich Road and Dunlop Street and met with the water filling the land behind your home, prior to this combined water encroaching upon the home and inundating it internally. I do not accept the water discharging from drains at the site alone would have

brought the waterline to the house or outbuildings, given the topography of the site, unless it mixed with water escaping from the creek.

Noting the location of the outbuildings on the site, I also believe, on balance of probabilities, the water affecting the contents located within these structures would also have been mixed drain and flood waters.

I therefore confirm I agree with AAMI's decision not to cover the loss of your contents. I believe AAMI is not required to make its claim acceptance decision based solely on the assessor's findings and is entitled to consider all the information it holds collectively. Additionally, whilst certain reports considered during that process may not be specific to the site, I believe they can still be taken into account in order to reach an understanding of the various facts relating to the site's inundation.

I do note AAMI's letter of 15 June 2011 makes reference to figure 8.3 of the General Hydrology Report for the Ipswich area depicting a steep rise in Brisbane River (and Six Mile Creek) water height in your vicinity from 9pm on 11 January. I confirm this was a typographical error and that it should have stated 6pm, which is the time the graph referred to indicates a steep water rise. I apologise on behalf of AAMI's Home Claims department for any confusion this error caused.

I have enclosed copies of the Nearmap images that have been referred to in AAMI's letter of 15 June 2011. Whilst the images depict the receding flood line after the loss of your contents had already occurred, I believe they also equally demonstrate what occurred when the creek water was approaching your home, for example, the direction it approached from and its overtopping of the roadway above the drain pipes situated on either side of Old Ipswich Road. Whilst AAMI's decision in April 2011 did not rely on the Nearmap images, they have been provided to you as it is considered they do confirm AAMI's understanding of the source and height of the floodwater *at the time* it reached the floor level of your home and outbuildings.

I note your position that on 12 January 2011, an AAMI Claims Assist staff member informed you whilst AAMI's policy does not cover flood, due to the extent of damage and the fact it was being classed as a natural disaster, claims would not be denied. You have advised on 14 January 2011, your Client Manager advised flood claims would not be covered, but all claims would be reviewed with a hydrology report. You state the advice previously extended by the Claims Assist staff member resulted in your expectations being set for acceptance of the claim and that as a result, you outlaid money to try to salvage lost items and purchased other items rather than borrowing them. I also necessarily note you have an internal knowledge of AAMI's processes and Management review of these matters, such that you would be reasonably aware there is no guarantee an out of cover claim, in particular a flood claim, would be paid.

I am unable to verify the contents of the conversation you refer to having had with AAMI's Claims Assist staff member that you state left you with the

expectation loss and damage relating to the event claimed for would be accepted. I am not satisfied it has been established by evidence that any information provided by AAMI shortly after claim lodgement resulted in you taking actions other than those you needed to anyway, irrespective of whether or not the losses would be covered under the insurance policy.

Whilst you have advised previous flood claims have been accepted by AAMI on an ex-gratia basis, I note the decision to offer any cover outside the terms of the policy is entirely at the discretion of Management. I accept any previous occurrences are not to be treated as precedents and confirm on this occasion, AAMI Management has not agreed to make an ex-gratia payment. Whilst I appreciate you are disappointed with this, AAMI has an overriding obligation to all its stakeholders, including other policyholders, to ensure that claim decisions are made in accordance with the terms and conditions of the policy.

In regard to claiming for damaged items under the Extra Cover for portable valuables policy extension, I note the general exclusion of flood is applicable to all sections of the policy, including Extra Cover for portable valuables. Accordingly, I accept AAMI is not required to settle any aspect of your loss under that policy extension.

Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy and on the information available to me in this matter. In the circumstances, I accept that AAMI's decision to refuse to cover your contents claim is correct.

Spoiled Frozen Food

Notwithstanding, I understand your food in your freezer was spoiled as a result of this event. The policy provides cover for additional benefits, such as 'Spoiled frozen food'. I accept the policy states that AAMI will pay to a maximum of \$400 for spoiled frozen food caused by failure of public electricity to your home other than because of industrial action.

I note AAMI has conducted enquiries into the failure of the electricity supply and was unable to substantiate their claim that flood (as defined in the policy) caused the public supply of electricity to your home to fail, which therefore led to the spoilage of your food. In the circumstances, I am pleased to advise AAMI has agreed to accept your claim for frozen food spoilage and settle you \$400 for this loss.

I have therefore returned the file to AAMI's Home Claims Department, who will contact you shortly to further process this aspect of the claim. Alternatively, you may contact AAMI's Home Claims Department during business hours on 13 22 44.

My decision represents AAMI's final decision 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: info@fos.org.au

Yours faithfully,

A large black rectangular redaction box covering the signature area.A black rectangular redaction box covering the name of the Dispute Resolution Officer.

Dispute Resolution Officer

Enclosures – Nearmap images

19 August 2011

Mr. Paul Holmes
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Email: [REDACTED]

Dear Mr. Holmes,

RE: AAMI Claim Number [REDACTED]
Your Reference: [REDACTED]
Clients: [REDACTED]

I am writing in regard to your request to have your client's complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 1 August 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for 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. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for 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 reservoir, 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.

The Claim

Your client contacted AAMI on 13 January 2011 to report they were in Melbourne, however their friends advised that their house in Brisbane had been flooded.

A claim was lodged and AAMI appointed an external assessor, Cunningham Lindsey, who provided a report stating that the damage to the property was, in their opinion, due to flood. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your client on 1 April 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your client engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your client's file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 1 August 2011.

You state that your client was not made aware of the policy exclusion for damage caused by flood and had relied on AAMI to alert them of the inadequacy of the policy for their needs given their proximity to the Brisbane River. Further, you state AAMI staff had a duty of utmost good faith to inform your client of the unsuitability of the insurance cover selected during consultation with them. You assert AAMI has failed in its statutory responsibility to treat your clients with 'utmost good faith' as required by section 13 of *The Insurance Contracts Act 1984* (ICA).

I am satisfied that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and therefore section 69(2) of the ICA provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days of

commencing cover is sufficient. I note that you do not dispute that your client was provided with a copy of the policy documentation, therefore I accept that your client was issued the policy documents AAMI was required to send.

Your client's policy is defined events policy, which does not cover all risks. It only provides cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your client, the policyholders, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in the documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your client to contact AAMI and complete the required amendments or find alternate cover.

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 booklets. I do not agree with your assertion AAMI failed to clearly inform your client of the flood exclusion and I am satisfied AAMI is entitled to rely upon the exclusion.

I have considered your assertion that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building).

Accordingly, I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 1 April 2011 sets out the basis of the decision not to accept your client's claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your client's property was caused by flood.

I have considered your argument that the damage to your client's property was caused by storm water run-off and / or water escaping from a drain. I accept that in order to claim for damage caused by storm water run-off or water escaping from a drain to the home and contents, the onus is with your

client to establish, on balance of probabilities, this occurred prior to flood water, or mixed flood and storm water, damaging them. Under Australian insurance law an insurer is not obligated to accept a claim for water damage when that damage was caused by a mixture of floodwater and water escaping from a drain or storm water. As previously noted, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your client's property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your client's claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 1 February 2011 and therefore it is my view that the hydrology report can be taken into account when evaluating all the collective evidence relating to the event.

In summary, I accept that the damage to your client's home and contents was caused by floodwater inundation from the overflow of the Brisbane River. I also accept that the policy clearly provides that resultant flooding as defined is not covered.

Whilst I very much empathise with your client's situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they 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. Any such application must be made within two years of the date of this letter to:

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MELBOURNE VIC 3001

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Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

jenna zimmermann

Dispute Resolution Officer

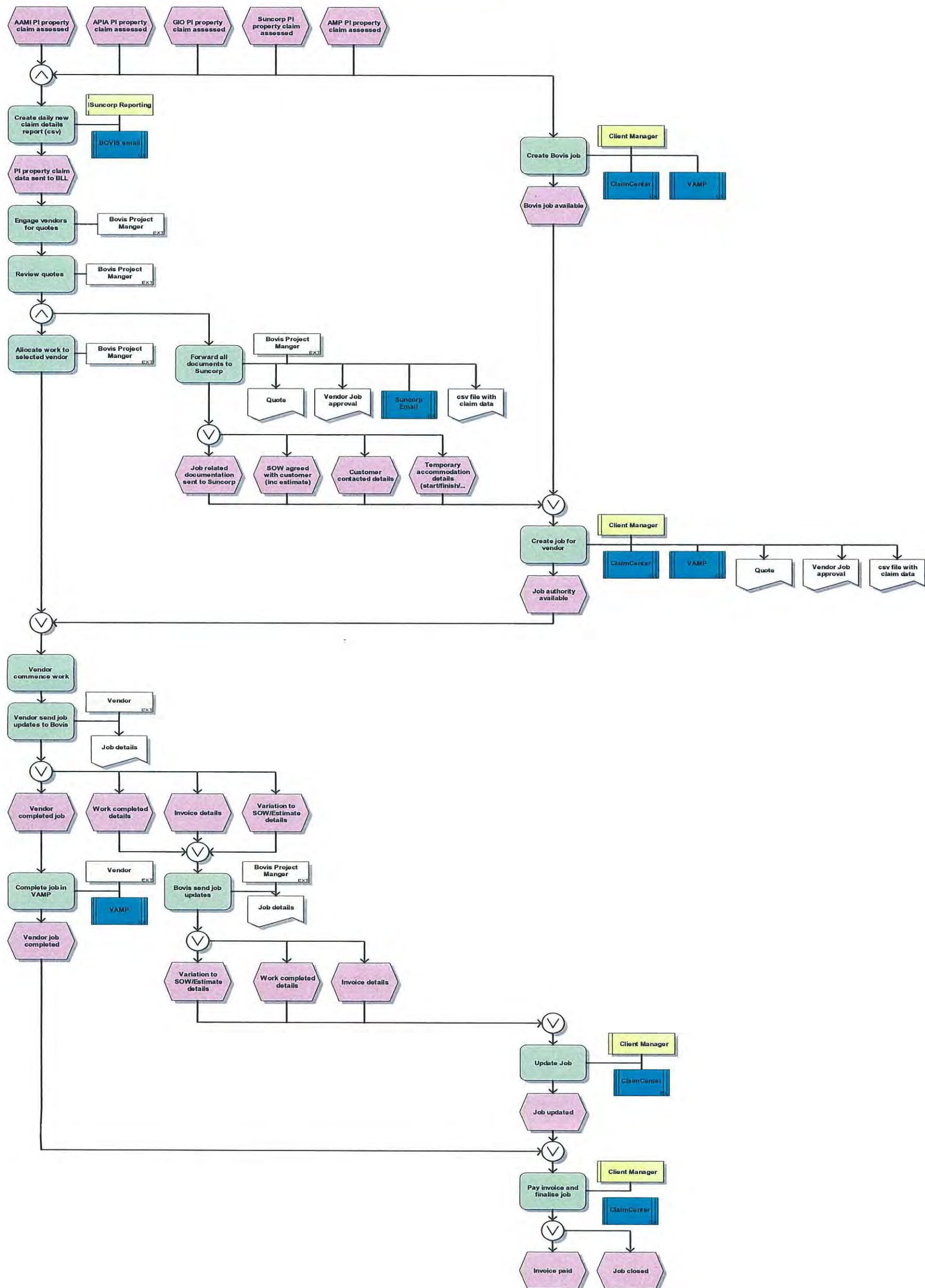
ANNEXURE 9

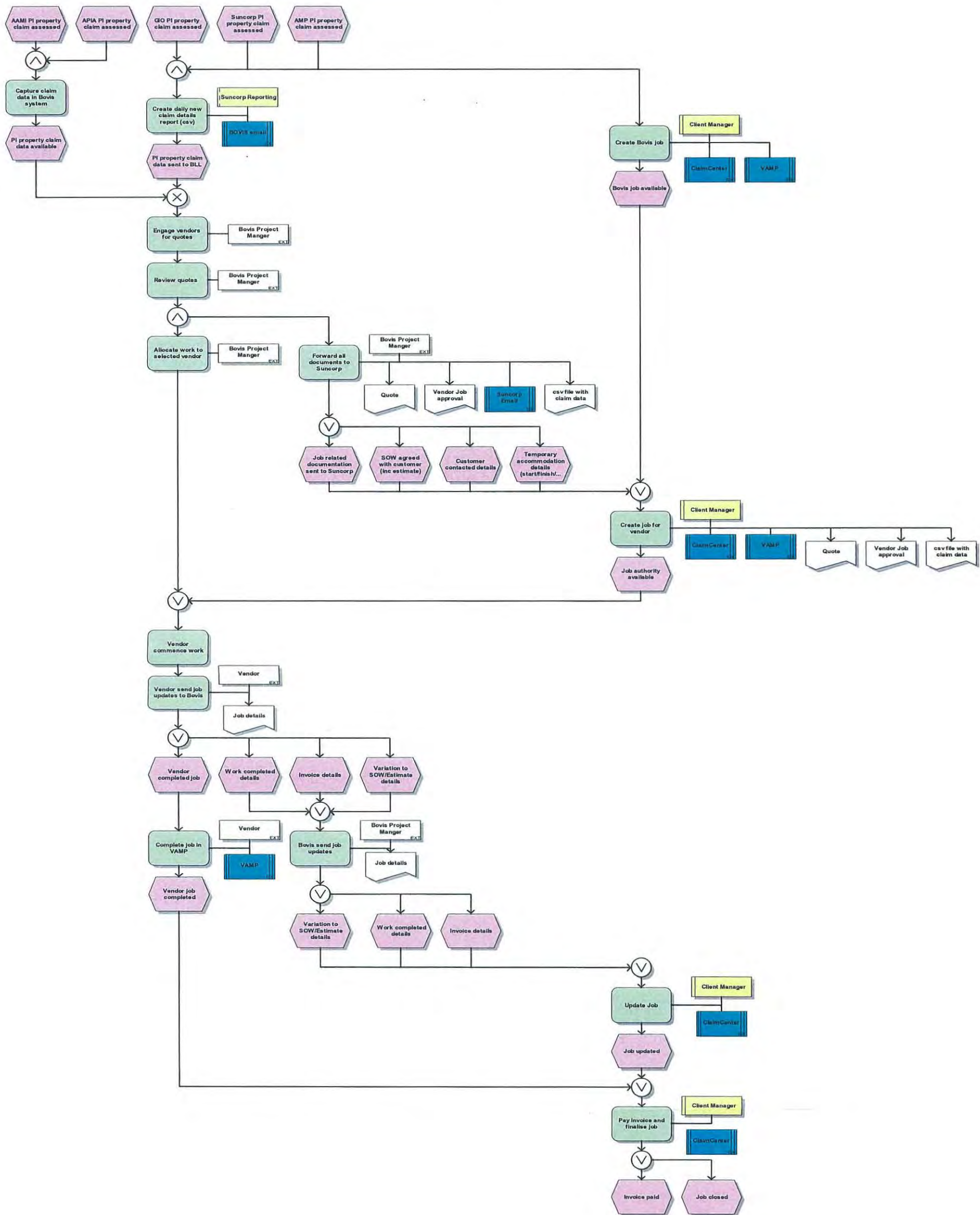


Name: BLL Project Managed Claims

Released by
Process Owner

Type: eEPC
Created by
Changed by
Last user: u319304
Last change: 28/01/11 12:52:00



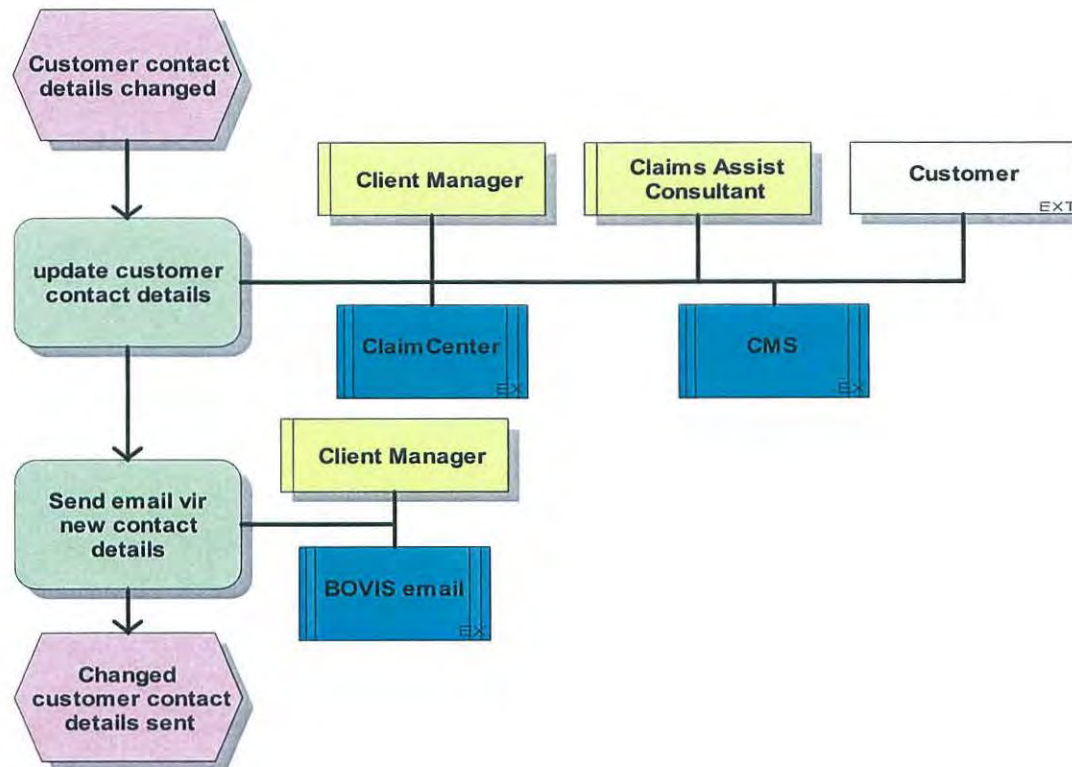




Name: BLL Project Managed Claims Customer Contact Detail Updates

Released by
Process Owner

Type: eEPC
Created by
Changed by
Last user: u319304
Last change: 28/01/11 15:09:32



ANNEXURE 10

Media Statement



13 January 2011

In response to your query regarding Emerald customer [REDACTED]

"AAMI's home and contents insurance policies include cover for storm and rainwater run-off, but not riverine floods.

"AAMI is a national brand and our three million customers don't always live in areas prone to flooding, so we don't offer flood cover in our policies. This is usually reflected in cheaper premiums paid by policy holders.

"In the case you have referred to, the damage caused in Mackay in February 2008 was determined to have been caused by storms, which is covered under the AAMI policy, hence we did cover that claim.

"AAMI is advising our customers in flood-hit areas of central Queensland that while our policy does not cover riverine flood, we will be assessing claims on an individual, case by case basis in an understanding and compassionate manner.

"We have made no blanket decisions regarding payment of claims."

ENDS