QUEENSLAND FLOODS COMMISSION OF INQUIRY TENTH AFFIDAVIT OF GRAHAM IAN DALE SWORN 20/10/11

COOPER GRACE WARD (RACQ Graham Dale) Response to Req #1748109 & 1748127 #1757102 File 540158/1 Volume 1 of 2 ORIGINAL

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QUEENSLAND FLOODS COMMISSION OF INQUIRY

Commissions of Inquiry Act 1950

TENTH AFFIDAVIT

I, **GRAHAM IAN DALE** c/- 2649 Logan Road Eight Mile Plains, Brisbane in the State of Queensland, General Manager, say on oath:

BACKGROUND

- 1. I am the General Manager, Personal Insurance Claims, of RACQ Insurance Limited (RACQ Insurance).
- 2. This affidavit is provided on behalf of RACQ Insurance in response to a notice served on me on 11 October 2011 by Justice C E Holmes, Commissioner of Inquiry, pursuant to section 5(1)(d) of the *Commissions of Inquiry Act 1950* (Qld) to provide information in respect of matters listed in that notice (Tenth Letter of Inquiry).
- 3. Copies of the Tenth Letter of Inquiry and its cover letter are **Exhibits 1 and 2** to this affidavit.

RESPONSE TO TENTH LETTER OF INQUIRY

- 4. The matters set out below are not, or are not necessarily, matters of which I have direct knowledge other than by having regard to the records of RACQ Insurance (which I have done in order to provide this affidavit). I have, in answering the questions in the Tenth Letter of Inquiry done so based on my experience, my own knowledge where possible and relying on material maintained by RACQ Insurance or provided by others.
- 5. Also I have, with the assistance of others, assembled information and material to respond to the questions the subject of the Tenth Letter of Inquiry. I have, however, not been able to personally review all of the material which has been assembled for that purpose or exhibited to this affidavit.

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Signed:		Taken by:		
AFFIDAV Filed on behalf of RACQ Insurance Limited		COOPER GR Level 21, 400 Brisbane 4000	George Street	
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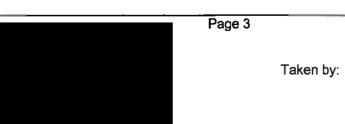
- 6. While I have made every reasonable effort to ensure my answers are accurate, the short period of time that has been allowed for my response to this and a number of other requirements has limited the scope of my possible investigations.
- 7 For ease of reference I have set out in this affidavit the headings and questions from the Tenth Letter of Inquiry and provided my response to them below.
- 1. In respect of paragraphs 47 to 54 of Mr Dale's fifth affidavit, sworn 21 September 2011:
 - 1.1. Identify the policyholder/s concerned.
- 8. The policyholders are and
 - **1.2.** Provide a copy of the contract of insurance which applied in respect of the claim.
- 9. The following documents make up the policy documentation for policy:
 - (a) Certificate of Insurance;
 - (b) sent to sent to in January 2009; and
 (c) sent to sent to in January 2010.
- 10. Exhibit 3 to this affidavit is a bundle of these documents.
 - 1.3. Provide a copy of the claims notes for the claim
- 11. As I have described in my Second Affidavit to the Commission, RACQ Insurance maintains an electronic claim file through a computer system known as ClaimCenter. **Exhibit 4** to this affidavit is a copy of notes in ClaimCenter for the claim claim.
- 12. The loss adjusters engaged by RACQ Insurance in relation to **acceleration** claim were MYI Freemans, who maintain a computer system known as Claimnet. **Exhibit 5** to this affidavit is a copy of the notes in Claimnet for **acceleration** claim.
- 13. The building consultants engaged by RACQ Insurance in relation to claims were Stream, who also maintain an electronic file. **Exhibit 6** to this affidavit is a copy of the notes from that file for **Constant and Constant and**

Signed:

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Taken by:

- 1.4. Provide a chronology of the claim which includes:
 - 1.4.1. all steps taken, and investigations made, in determining the claim and bringing the claim to settlement; and
 - 1.4.2. details of all communications between RACQ Insurance and the policyholder/s concerned;
- 14. Exhibit 7 to this affidavit is a chronology which includes the relevant steps taken and investigations made in relation to the **sector of the state of the claim**. As communications between **sector of the state of the state of the relevant events with a short note (but not complete statement) of the event. As will appear from that chronology, there were many communications with the sector of the state of the state**
 - 1.5. Provide a copy of any instructions, written or oral, given to the hydrologists and any hydrology reports provided to RACQ Insurance.
- 15. As is set out in the chronology in Exhibit 7, on 11 February 2011 RACQ Insurance advised
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- 16. The claim file contains references to the general Ipswich hydrology report, which had already been commissioned at this time and which covered the area including property. However, because the decision to obtain an individual report was made before the Ipswich report had been received in March 2011, neither the Ipswich report nor the instructions given to Water Technology in relation to it are relevant to the claim. In any event these documents have been exhibited to my Second Affidavit.
- 17. Exhibit 8 to this affidavit is the letter of instruction dated 14 February 2011 from RACQ Insurance's solicitors to Water Technology engaging them to prepare an individual report into property.
- Exhibit 9 to this affidavit is the report provided by Water Technology in relation to property on 4 March 2011. The decision to accept their claim was made and conveyed to on 4 March 2011.
 - 1.6. Provide details of the terms of the offer of 31 March 2011.
- 19. This offer was sent to by email. Exhibit 47 to this affidavit is a copy of that email and attached documents. The terms of the offer are detailed in those documents. The proposed settlement payment was made up as follows:



Signed:

Building repairs	\$145,307.65
Contents	\$ 67,000.00
Accommodation	<u>\$ 13,000.00</u>
Total	\$225,307.65
Less amount already paid and excess	<u>-\$15,300.00</u>
Balance	\$210,007.65

20. As appears below:

- (a) The sum paid for building repairs was the sum estimated by Stream who had been engaged by RACQ Insurance were advised that usually RACQ Insurance would offer this scope to suitably qualified builders and undertake a competitive tendering process and would do so in their case if that was the preference. They did not request that.
- (b) The sum offered on account of contents represented 50% of the contents sum insured.
- (c) The sum offered for accommodation was calculated at \$500 per week for 26 weeks.

1.7. Provide a copy of the settlement agreement.

- 21. email at 3.12pm on 14 April 2011. Exhibit 48 to this affidavit is a copy of the email and the executed settlement agreement.
 - 1.8. Provide copies of all correspondence passing between RACQ Insurance and the policyholder/s concerned and/or their legal representatives.
- 22. Exhibits 10 to 54 are copies of correspondence passing between RACQ Insurance and including correspondence between legal representatives.
- 2. In respect of paragraph 273 of Mr Dale's second affidavit, sworn 19 September 2011:
 - 2.1. Provide details of the circumstances by which the agreements came to be made.
- 23. Paragraph 273 of my Second Affidavit refers to two matters. One of these matters was the claim made by and the second and Mrs and Mrs.

Signed:		Page 4	Taken by:	

- 24. RACQ Insurance does not ordinarily ask customers to sign confidentiality agreements in relation to claims. The usual process is as described in my Second Affidavit once a settlement has been agreed payment will be processed and a letter will be sent to the customer confirming the settlement (or partial settlement) details. On occasion, the customer may be asked to sign an acknowledgement relating to the settlement of a claim (for example, that they agree to the scope of works or the settlement amount).
- 25. On rare occasions situations arise which fall outside the usual claims process. On these rare occasions RACQ Insurance may seek to put in place a specific settlement agreement including a confidentiality clause. Usually those agreements comprise a brief, one page document confirming the terms of the settlement. The two claims mentioned above are two such cases.
- 26. I provide further comments about each of these claims below.

Agreement signed by

- 27. The circumstances surrounding the signing of the agreement signed by are set out in the chronology exhibited to this affidavit as Exhibit 7.
- The claim was made on 11 January 2011. The loss adjusters (MYI Freemans) attended the property on 18 January 2011 and provided their report to RACQ Insurance on 27 January 2011.
- 29. In order to make a decision in relation to the causation of the damage to the property RACQ Insurance required hydrological advice which, at that stage, it was seeking from Water Technology on a regional basis.
- 30. On 1 February 2011 (before any hydrology advice had been received) RACQ Insurance offered the **second second s**
- 31. As mentioned above, an individual hydrology report was then sought with respect to the property (by instructions given on 14 February 2011) and the report provided on 4 March 2011. That same day (i.e. on 4 March 2011) a decision was made to accept the claim.
- 32. On 4 March 2011 RACQ Insurance informed by telephone that their claim had been accepted. That same day (i.e. on 4 March 2011) RACQ Insurance also approved and processed a further \$10,000.00 advance payment to the accommodation benefit under their policy. It was agreed

Signed:

Taken by:

that would investigate alternative accommodation options over the weekend and would revert to RACQ Insurance the next week.

- 33. On 6 March 2011 RACQ Insurance emailed confirming confirming, amongst other things, that RACQ Insurance was now waiting for the confirming to advise what they wanted to do about the accommodation benefit.
- 34. On 9 March 2011 RACQ Insurance called the **second to discuss their claim**. In that telephone conversation the **second to discuss their claim** advised that they wanted a cash settlement of their claim and stated that their claim was for \$500,268.00 which they stated they considered was a fair settlement of their physical property loss and threatened legal action unless the claim was settled to their satisfaction. During this telephone call **second** indicated that the **second** wished to include the maximum accommodation benefit as part of the cash settlement of the balance of their claim.

35. The sum insured under the policy was \$324,000 for building and \$134,000 for contents in each case subject to the 50% policy limit as provided for under the terms of the policy (excluding various additional benefits that may also be claimable - e.g. alternative accommodation). The sum of \$500,268.00 for physical property loss demanded by the

was considered very likely to be substantially in excess of any settlement payable under the terms of the policy (as ultimately was the case). On 18 March 2011 RACQ Insurance sent an email to **Excerne and Confirming that the previous offer for**

to use the alternative accommodation **coverage** within the policy remained and RACQ Insurance still awaited their further advices in this regard.

- 36. On 25 March 2011 RACQ Insurance sent an email to **Example 1** advising them that the accommodation benefit had been available to them since 4 March 2011 and remained immediately open to them if they wanted to use it.
- Around this time numerous public statements were made by a social or about the
 which were critical of RACQ Insurance, particularly on social media. I provide the following examples:
 - (a) On 17 March 2011 a report appeared in the Queensland Times which stated had been informed by RACQ [Insurance] that she would receive "just 50% of the damage bill".
 - (b) On 20 March 2011 posted the following on Twitter:

"I have a badly infected abcess I believe it is from living in these conditions THANKS a heaps racq might come pop it in your shop tomorrow".

(c) On 21 March 2011 posted the following on Twitter:

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Signed:		Taken by:	

"nearly 80 days and still no answer SHAME ON YOU RACQ your behaviour is disgusting."

(d) On 22 March 2011 posted the following on Twitter:

"Still waiting RACQ 78 days and counting – pathetic pathetic pathetic you are an awful company to be insured with worst decision of my life".

(e) On 27 March 2011 an online petition was published by including the following:

This company [RACQ] chose not to provide emergency accommodation to its policyholders, it chose not to honour claims and it has left many families waiting for over 75 days for an answer while they continue to advertise their speedy claim policy and apparently funny ads. The behaviour of this company and its employees is a disgrace."

(f) On 29 March 2011 posted the following on Twitter:

"Still here waiting no change RACQ U SUK".

Exhibit 55 is a document recording various statements made by social and mainstream media including the above examples.

- 38. RACQ Insurance did not believe public statements such as those referred to above were correct or could be regarded as fair comment on their dealings with the RACQ Insurance formed the view that public statements of this nature seem to have been aimed at inciting prejudice against RACQ Insurance. These statements made no reference to their claim having been accepted, the payments already made or the offers of alternative accommodation, and therefore created an impression that RACQ Insurance was doing nothing (indeed one statement specifically said there was no change) and that RACQ Insurance was responsible for the result of the statement in the result of the statement in the result of the statement in the result of the statement is a commodation.
- 39. As mentioned, in fact:

"

- (a) Sums totalling \$15,000 had been paid to the 22 days after the inundation and the next \$10,000 approximately 31 days later.
- (b) claim had been accepted.
- (c) on 4 March (and again thereafter) had been offered the opportunity to obtain alternative accommodation for which RACQ Insurance would pay.

Signed:

Page 7

Taken by:

- 40. In all of the circumstances it was appropriate to include a confidentiality provision in the agreement sent to **agreement** on 31 March **2**011 in the hope that it might prevent any continued false publicity by them.
- 41. On 31 March 2011 RACQ Insurance sentences and an email with a settlement offer for their claim including, as they had requested, an amount for the accommodation benefit. The covering email to this offer stated that if the settlement had any queries or required any clarification or wanted to discuss the offer they should not hesitate to contact Mr The email also attached the scope of works for the required repairs to their home, the engineer's report and the report by the RACQ Insurance Q & T Loss Adjuster.
- 42. In between that offer being sent and its subsequent acceptance by the **sector**, there were further public statements made by or about the **sector** which were critical of RACQ Insurance.
- 43. I provide the following details:
 - (a) On 5 April 2011 the attended a public meeting in Ipswich.
 - (i) At this meeting who along with was wearing a shirt identifying RACQ, stated "I'm annoyed the insurance company won't pay out" and "I live in a tent, and I'm sleeping on a camp stretcher".
 - (ii) These comments were included in television coverage of the meeting.
 - (b) On 7 April 2011 the Channel Nine Today show included a story about the
 - (i) The segment gave extensive coverage to a living arrangements, with the reporter stating that had been sleeping on a camp stretcher for three months.
 - (ii) said about their insurance company "I just want them to pay out now".
 - (iii) The reporter said that RACQ Insurance had offered the settlement but the figure was for less than their policy was worth. No other details were provided.
- 44. As to the matters referred to in the previous paragraph I again state:
 - (a) On 1 February 2011 RACQ Insurance approved and processed a \$5,000.00 Financial Hardship payment to
 - (b) On 4 March 2011 RACQ Insurance informed by telephone that their claim had been accepted. On that same day, RACQ Insurance also approved and

Page 8

Taken by:

Signed:

processed a further \$10,000.00 advance payment to **second second** and confirmed that they were now eligible for the accommodation benefit under their policy. It was agreed that **second** would investigate alternative **acco**mmodation options over the weekend and would revert to RACQ Insurance the next week.

- (c) On 6 March 2011 RACQ Insurance emailed confirming confirming, amongst other things, that RACQ Insurance was now waiting for the confirming to advise what they wanted to do about the accommodation benefit.
- (d) On 9 March 2011 during a telephone call to discuss the claim indicated indicated that the indicated wished to include their maximum accommodation benefit as part of the cash settlement of the balance of their claim.
- (e) On 18 March 2011 RACQ Insurance sent an email to confirming that the previous offer for coverage within the policy remained and RACQ Insurance still awaited their further advices in this regard.
- (f) On 25 March 2011 RACQ Insurance sent an email to advising them that the accommodation benefit had been available to them since 4 March 2011 and remained immediately open to them if they wanted to use it.
- (g) On 31 March 2011 RACQ Insurance sentence and an email with a settlement offer for their claim including an amount for the accommodation benefit. The covering email to this offer stated that if the **settlement** had any queries or required any clarification or wanted to discuss the offer they shouldn't hesitate to contact **settlement**.
- (h) The Stream claim notes indicate that went through the scope of work prepared for the claim with Stream and contended that the estimate was too low, but neither settlement offer or its terms directly with RACQ Insurance before accepting the offer on 14 April 2011.
- 45. In light of the above I believe that at least from 4 March 2011, given that at this point RACQ Insurance had paid the \$15,000.00 and offered to pay for alternative accommodation, there was no need for the sleeping in a camp stretcher in a tent in his bedroom.
- 46. Again, these public statements made no reference to the payments already made or the offer of alternative accommodation and therefore created an impression that RACQ

Page 9
Signed: Taken by:

Insurance was responsible for the **protocol** living conditions at that time. The public statements, which were picked up and repeated on numerous occasions in the media after 5 April, were therefore misleading.

47. Only after this round of publicity (adverse to RACQ Insurance) did accept the 31 March 2011 offer (which they did on 14 April 2011).

Agreement signed by Mr and Mrs

- 48. Mrs **and** raised a concern that she had been told when the floods were imminent that she would be covered under her policy if her home was inundated. The relevant call recording was located, and this concern was established to be valid. In the course of discussions with Mrs **and** regarding her concern she stated that she was going to apply for an ex gratia payment based upon a quote that she had obtained from her builder for the cost of repairs to her property. After careful consideration, RACQ Insurance decided that it was appropriate in the particular circumstances to negotiate an ex gratia settlement with Mr and Mrs
- 49. In the circumstances of this particular claim, and having regard to the fact that there was to be an ex gratia payment, RACQ Insurance asked Mr and Mrs to sign a settlement agreement which included a confidentiality provision.

2.2. Provide copies of the agreements and any related correspondence;

- 50. The settlement agreement signed by a settlement is exhibited as Exhibit 48 to this affidavit. The correspondence between RACQ Insurance and settlement is exhibited as Exhibits 10 to 54 to this affidavit.
- 51. The settlement agreement signed by Mr and Mrs is exhibited as **Exhibit 56** to this affidavit. The correspondence between RACQ Insurance and Mr and Mrs regarding the settlement agreement is exhibited as **Exhibits 57 to 58** to this affidavit.

2.3. Provide copies of the claims notes for each claim to which the agreements related.

- 52. The ClaimCenter notes for **Example 2** claim are exhibited to this affidavit as Exhibit 4.
- 53. The ClaimCenter notes for Mr and Mrs claim are exhibited to this affidavit as Exhibit 59.

Taken by:

- 2.4. Provide a copy of the contract of insurance which applied in respect of each claim.
- 54. The policy documents for **contract of insurance are exhibited to this** affidavit as Exhibit 3 to this affidavit.
- 55. The following documents make up the policy documentation for Mr and Mrs policy:
 - (a) Certificate of Insurance sent to Mr and Mrs in August 2010; and
 - (b) sent to Mr and Mrs in August 2010.
- 56. Exhibit 60 to this affidavit is a bundle of these documents.

SWORN by GRAHAM IAN DALE on 20 October 2011 at Brisbane in the presence of:



wisher (Collisiter (Justice of the Desce)

Barrister/Solicitor/Justice of the Peace/ Commissioner for Declarations

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Exhibit 1

Our ref: 1748109

11 October 2011

Mr Rocco Russo Partner Cooper Grace Ward Lawyers GPO Box 834 BRISBANE QLD 4001

Dear Mr Russo

RACQ Insurance Limited – Requirement to Provide a Statement

Please find enclosed a Requirement directed to Mr Graham Dale for a statement which expands upon certain information contained in paragraph 273 of his second affidavit sworn 19 September 2011 and paragraphs 47 to 54 of his fifth affidavit sworn 21 September 2011.

The Requirement is returnable by 1 pm, Monday, 17 October 2011.

Please note that in answering the Requirement, Mr Dale is not required to repeat any information or provide any information or document which has already been provided to the Commission. In any such case, Mr Dale need only state that the information or document has already been provided to the Commission and identify where the information is contained.

Please contact Mr Lachlan Zangari on telephone

should you have any queries.

Yours sincerely



Jane Moynihan Executive Director

Encl.

400 George Street Brisbane GPO Box 1738 Brisbane Queensland 4001 Australia Telephone **1300 309 634** Facsimile **+61 7 3405 9750** www.floodcommission.qld.gov.au ABN 82 696 762 534

2

Exhibit 2

Queensland Floods Commission of Inquiry

Our ref: Doc 1748127

11 October 2011

Mr Graham Dale General Manager, Personal Insurance Claims RACQ Insurance Limited C/- Mr Rocco Russo Partner Cooper Grace Ward GPO Box 834 BRISBANE QLD 4001

REQUIREMENT TO PROVIDE STATEMENT TO COMMISSION OF INQUIRY

I, Justice Catherine E Holmes, Commissioner of Inquiry, pursuant to section 5(1)(d) of the *Commissions of Inquiry Act 1950* (Qld), require Mr Graham Dale to provide a written statement, under oath or affirmation, to the Queensland Floods Commission of Inquiry, which addresses the topics and exhibits the documents listed below:

- 1. In respect of paragraphs 47 to 54 of Mr Dale's fifth affidavit, sworn 21 September 2011:
 - 1.1. identify the policyholder/s concerned;
 - 1.2. provide a copy of the contract of insurance which applied in respect of the claim;
 - 1.3. provide a copy of the claims notes for the claim;
 - 1.4. provide a chronology of the claim which includes:
 - 1.4.1. all steps taken, and investigations made, in determining the claim and bringing the claim to settlement
 - 1.4.2. details of all communications between RACQ Insurance and the policyholder/s concerned;
 - 1.5. provide a copy of any instructions, written or oral, given to the hydrologists and any hydrology reports provided to RACQ Insurance;
 - 1.6. provide details of the terms of the offer of 31 March 2011;
 - 1.7. provide a copy of the settlement agreement;
 - provide copies of all correspondence passing between RACQ Insurance and the policyholder/s concerned and/or their legal representatives.
- 2. In respect of paragraph 273 of Mr Dale's second affidavit, sworn 19 September 2011:
 - 2.1. provide details of the circumstances by which the agreements came to be made;
 - 2.2. provide copies of the agreements and any related correspondence;
 - 2.3. provide copies of the claims notes for each claim to which the agreements related;
 - 2.4. provide a copy of the contract of insurance which applied in respect of each claim.

400 George Street Brisbane GPO Box 1738 Brisbane Queensland 4001 Australia Telephone **1300 309 634** Facsimile **+61 7 3405 9750** www.floodcommission.qld.gov.au ABN 82 696 762 534

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In addressing these matters, Mr Dale is to:

- provide all information in his possession and identify the source or sources of that information;
- make commentary and provide opinions he is qualified to give as to the appropriateness
 of particular actions or decisions and the basis of that commentary or opinion.

Mr Dale may also address any other topic relevant to Term of Reference (b) (the performance of private insurers in meeting their claims responsibilities) in the statement, if he wishes.

The statement is to be provided to the Queensland Floods Commission of Inquiry by 1 pm, Monday, 17 October 2011.

The statement can be provided by post, email or by arranging delivery to the Commission by emailing <u>info@floodcommission.qld.gov.au</u>.

Commissioner Justice C E Holmes

Exhibit 3

Renewal - Certificate of Insurance

Home and Contents Insurance



EAST IPSWICH QLD 4305

Thank you for insuring with RACQ Insurance in the previous period of insurance.

Your current policy expires at midnight on 12 Feb 2010. RACQ Insurance will automatically renew your policy by continuing to deduct the direct debit amount from your nominated financial institution. This document will become your new Certificate of Insurance. It provides information about the insured property and this policy, including excesses payable.

We may adjust the amount payable if you claim for loss or damage that occurs prior to the renewal date.

What do you need to do now?

- Please read your enclosed Home and Contents Supplementary Product Disclosure Statement (SPDS), as it describes the terms and conditions of the policy. Your policy now consists of your insurance Application, your latest Certificate of Insurance and your PDS and any SPDS. We refer to these documents as your policy.
- 2. Please read and follow the instructions on this Certificate of Insurance.
- 3. Keep this certificate and your PDS and any SPDS together in a safe place.

Payment options

	Payment
Annual payment	\$722.85
Monthly direct debit payment	\$60.24

Can we be of service?

If you need to change any details, obtain more information or insurance or confirm payment of this premium, please contact us. You can either phone 13 19 05 or write to RACQ Insurance PO Box 4, Springwood 4127 or call into any RACQ Branch Office.

We draw your attention to your Duty of Disclosure and a number of questions which are on the back of this page.

Page 1 of 5

Direct debit amount \$60.24

Your policy number

Customer service

Website

Home and Contents Insurance

Your Duty of Disclosure

An important notice concerning information you are required to give us

The Insurance Contracts Act 1984 requires us to give you information about your insurance and for you to give complete and accurate information to us. This is known as Your Duty of Disclosure. Before entering a contract of insurance with us, and each time you vary or renew your policy we will ask you a number of specific questions.

In addition, if we invite renewal of the policy, we will forward our premium renewal notice to your last known postal address prior to the expiry date of the policy. This notice will include, amongst other matters, specific questions relating to you and the insured property.

What you must tell us

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this policy.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as if it had never existed.

If you do not understand

If you do not understand your duty, please contact us on 13 19 05.

Your disclosure

Set out below are questions which are brought to your attention.

If the answers to all of the questions is "No", you need not tell us.

If the answer to any of the questions is "Yes", you must give us full details of that answer. You can do this by either phoning or writing to us, and quoting your policy number.

The questions for your attention:

In the previous period of insurance have you or any other person insured or covered by this policy:

- been convicted of any criminal offence?
- suffered any home or contents loss or damage whether an insurance claim was made or not, or had a liability claim made against you? had any insurance declined, cancelled, voided, insurance renewal refused, a claim rejected or special conditions imposed?

The following questions apply to each property insured or covered by this policy:

- Is there any person (other than family members permanently living with you) who owns or has an interest in the insured property and who is not shown as an insured person on this Certificate?
- 2. Is there any business conducted at the property address which is not shown on this Certificate?
- 3. If you have not paid this premium by the due date, has any accident or theft happened after that date?
- 4. Has any of the information shown on this Certificate changed?

Page 2 of 5

Renewal - Certificate of Insurance

Home and Contents Insurance

What you must do

For this Certificate to be valid, you and anyone else insured under this policy must carefully examine the Certificate information for its correctness and advise us of changes that have occurred over the previous period of insurance.

Policy holders



You are an RACQ Gold Club Member

You receive a discount for:

being an RACQ Gold Club Member

combining your home and contents in one policy no claims on your home/contents having multiple products with RACQ Insurance

Period of insurance

from 12 Feb 2010 to midnight 12 Feb 2011

What you are insured for

Sum Insured
\$324,000
\$134,000
\$20,000,000

We adjust Home and Contents sums insured to cover rising values and costs please check that the new sums insured meet your needs.

The policy covers the Home and Contents located at:

which:

is a home is permanently occupied by you will not be unoccupied for more than 60 consecutive days is structurally sound and well maintained (including all outbuildings) is not used as a trade, business or professional workplace has no other people besides family members residing at the property

What optional covers are included and not included

	Home	Contents
Motor burnout	not included	not included
Pet cover	n/a	not included
Group Cover	n/a	not included
Selected Personal Items	n/a	not included
Advanced cover	not included	not included
Flood and storm surge	not included	not included

Please refer to your Product Disclosure Statement (PDS) and any Supplementary Product Disclosure Statement (SPDS) for full details of the optional covers available.

If you would like to vary your cover please call us on 13 19 05.

Page 3 of 5

Your policy number

Customer service

Claims hotline

Website

Renewal - Certificate of Insurance

Home and Contents Insurance

Mortgagee

WESTPAC BANKING CORPORATION holds the first mortgage

Security installed

deadlocks (key operated inside and out) on all external doors, other than security or screen doors a burglar alarm

Excess you contribute to any claim

APPLICABLE EXCESSES WILL BE ADDED TOGETHER

	Home	Contents
Excess	\$300	\$300
*Earthquake excess	\$300	\$300

*You contribute this additional amount to a claim for loss or damage caused by earthquake during any period of 48 consecutive hours.

GST

This notice is not a Tax Invoice. If you need a Tax Invoice setting out the GST charged on this policy, please call and request one.

The premium is being paid by direct debit instalments.

Page 4 of 5

Your policy number

Customer service

Claims hotline 13 72 02

Website

Direct Debit Confirmation Certificate

Home and Contents Insurance

EAST IPSWICH QLD 4305

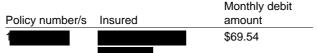
RACQ Insurance (Direct Debit User ID number

number)

This certificate confirms your direct debit details based upon the information you gave us. Please check this document and call us if any of the following information is incorrect.

If no changes are required, deductions will continue on the dates and for the amounts stated below.

Direct debit details



Motor Vehicle Insurance

Effective dates from 05 May 2009 to 05 May 2010

An instalment of \$69.54 will be deducted on the 05 February 2010.

Subsequent monthly instalments of \$69.54 will be deducted on the 5th of each month.

Multiple payments may be deducted in the same month depending on your debit date.

Direct debit details

		Monthly debit
Policy number/s	Insured	amount
		\$60.24

Home and Contents Insurance

Effective dates from 12 February 2010 to 12 February 2011

An instalment of \$60.21 will be deducted on the 12 February 2010.

Subsequent monthly instalments of \$60.24 will be deducted on the 12th of each month.

Multiple payments may be deducted in the same month depending on your debit date.

Financial Institution Details

Financial Institution: Account Name: Account Number:



By choosing to pay by the month using the direct debit method, an annual fee of \$60.00 may apply which equates to \$5.00 per month.

Page 5 of 5

Your policy number

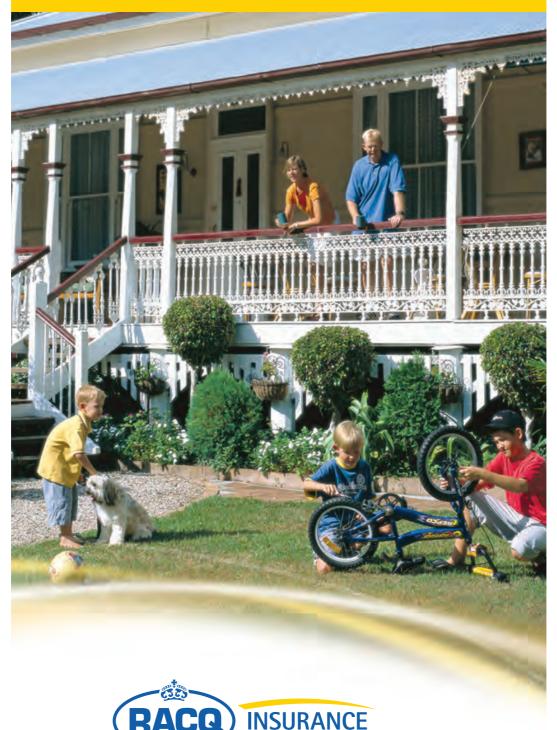
Customer service

Claims hotline 13 72 02

<u>Website</u>

Household Insurance Policy

Product Disclosure Statement



Wouldn't be without them

GHHB2 07/08

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Welcome to RACQ Insurance

Thank you for insuring with RACQ Insurance.

We are delighted to have you as a customer. Please do not hesitate to contact us if you have any questions about insurance or need help in making a claim.

RACQ Insurance is one of the largest providers of motor vehicle and household insurance in Queensland. Customers have access to a network of branches and agents throughout Queensland and a 24 hour, seven day-a-week call centre.

How to contact us

If you need more information or help with any of our products or services you can contact us:

• 7 days a week by telephone

Policy related enquires	13 1905 or any Branch
Claims related enquiries	13 7202 or any Branch
Emergency Home Assist	1800 800 552

- Visit one of our branches during business hours
- Email us with your Home and Contents claim or documents enquiries at: racq_houseclaims@racqi.com.au and we will respond during business hours
- Visit our website: www.racqinsurance.com.au

How this policy works

RACQ Insurance Household Insurance policy is designed to provide you with comprehensive cover for your home and contents in the case of loss or damage caused by an insured event.

This policy provides cover for:

- The Insured events listed on pages 16 to 22
- The Additional benefits for your home and contents listed on pages 35 to 47
- Emergency Home Assist on page 47
- Options that you can add to your policy by paying more:
 - Motor burnout
 - Advanced cover
 - Group and/or selected personal items cover
 - Pet cover
 - Flood and storm surge This policy does not cover flood unless we have agreed and it is shown on your certificate of insurance.
 - Landlord's fixtures and fittings
 - Mortgagee's interest in a home unit
- Legal liability insurance.

All policy limits and values include all relevant statutory charges and taxes. This policy does not cover you for everything. For further details of the cover and the amounts we will pay for any claim, please read this Product Disclosure Statement (PDS).

If you decide to take out insurance with us, we will provide you with the cover you have chosen as described in your current certificate of insurance and this PDS.

Important information about your policy

Policy benefits

The table shown below is a summary of the policy benefits available. Please read the PDS for details of the extent of cover provided.

Cover provided	Benefit	Page
Additional living expenses	Contents cover up to 10% of sum insured	35
Attendance by a security firm	Contents cover up to \$750	35
Breakage of glass	Up to the sum insured	36
Campus cover	Contents cover up to \$5,000	37
Clean up costs	Up to 10% of the sum insured	38
Contents while in storage	Contents cover up to the sum insured	38
Contents in transit	Contents cover up to the sum insured for contents in transit to a new permanent address in Australia	39
Contents in a safe deposit box	Contents cover up to 10% of the sum insured	39
Credit card misuse	Contents cover up to \$1,500	40
Damage caused by emergency services	Home cover up to \$1,000	40
Demolition and redesign costs	Home cover up to 10% of the sum insured	40
Emergency Home Assist		47
Emergency and alternative accomodation	Home cover up to 10% of the sum insured	41
Funeral expenses	Up to \$5,000	41

Important information about your policy

Policy benefits

Cover provided	Benefit	Page
Inflation protection at renewal	Increase your sum insured at renewal	42
Loss of rent	Home cover up to 10% of the sum insured	42
Peace of mind protection	Home cover increase sum insured by the annual inflation protection adjustment in the event of a claim	43
Professional documents	Contents cover up to \$1,000	43
Re-key, recode or replacement of locks	Home cover up to \$500	43
Removal of debris	Up to 10% of the sum insured	44
Special occasion gifts	Contents cover up to \$1,000	44
Storage of contents after an event	Contents cover up to 10% of the sum insured	45
Storm damage to pool and/or spa covers	Home cover up to \$500	45
Temporary removal of contents	Contents cover up to 20% of the sum insured	46
Theft of purchased water	Contents cover up to \$200	46
Uninsured visitor's contents	Contents cover up to \$500	46

Important information about your policy

Discount type	Benefit
No claim discount	You may be entitled to a no claim premium discount of up to 7% on your home and contents premium if you have not made a claim in the last 12 months.
Age discount	You may be entitled to a 10% premium discount where at least one (1) nominated insured is aged 55 years or over and the insured's own owner/ occupied dwelling is being insured. Also a 15% premium discount may apply where at least one (1) nominated insured is aged 55 years or over and the contents are being insured in either an owner/occupied or rented dwelling.
Senior card holder discount	A 15% premium discount may apply for Queensland Seniors Card Holders on Building Insurance and 25% discount may apply on Contents Insurance. The discount is restricted to owner/occupier's building and/or contents and tenant's contents only. The Seniors Card Holders Discount does not apply in addition to the existing age discount.
Alarm discount	You may be entitled to a premium discount of up to 10% on you contents premium for having an alarm installed that is monitored 24 hours per day 7 days a week by a monitoring facility.
Combined discount	If you are an owner/occupier, by combining your home and contents onto the one policy, you may be entitled to a combined premium discount of up to 13%.
Multi – policy discount	If you have three (3) or more qualifying policies/ covers, currently with RACQ Insurance, you may be entitled to a premium discount of up to 5% for each qualifying cover.
Membership loyalty discount	You may be entitled to a premium discount of up to 17.5% based on your current RACQ Membership level.

Policy discounts that you may be entitled to

Important information about your policy

The PDS describes the types of insurance cover available to you. Please read it carefully and keep it in a safe place along with your certificate of insurance.

The certificate of insurance is a separate document that forms part of your policy. It describes the type of insurance you have taken out, and provides specific details about your building, contents and other items of value covered under your policy. It also specifies the limits of cover (sums insured), additional benefits, optional covers, the period of insurance, any special conditions, details of any excesses that apply and premium payment. Please check any certificate of insurance you receive when you start your policy and each time you vary or renew it.

RACO Insurance Limited is the issuer of this insurance and is responsible for the obligations set out in our PDS.

Cooling-off period

When you take out or renew a policy with RACQ Insurance we provide a cooling-off period of up to 21 days. The cooling-off period starts from the date and time this policy was issued, or from midnight immediately preceding any renewal date.

If you wish to take advantage of the cooling-off period and cancel this policy from the date and time this policy was issued, you must advise us in writing or electronically during the cooling-off period and the premium paid for the policy will be refunded in full providing a claim has not been made.

Important information about your policy

Duty of Disclosure

The *Insurance Contracts Act 1984* requires us to give you information about your insurance and for you to give complete and accurate information to us. Before entering a contract of insurance with us, and each time you vary or renew your policy, we will ask you a number of specific questions.

What you must tell us

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, or which a reasonable person in the circumstances, would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this policy.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as if it had never existed.

If you do not understand

If you do not understand your duty, please contact us.

Important information about your policy

Evidence of ownership

We require you to keep evidence of the purchase and value of your building and contents.

You may be required to provide proof of ownership and evidence of its value if you make a claim under this policy. Such proof includes but is not limited to receipts, valuations, model and serial numbers, photographs, credit card or bank statements.

Personal information

The personal information you give us is used to set-up and administer your Household Insurance Policy. It is used to determine the extent of insurance risk that you have proposed and plays a role in determining fair and competitive premiums. If you make a claim, your personal information enables us to determine your entitlement. If you do not provide the information we request then this can either delay or prevent us from providing the insurance you want or allowing your claim.

General Insurance Code of Practice

The purpose of the General Insurance Code of Practice is to establish standards of practice for insurers that we at RACO Insurance adhere to and support. You may obtain a copy of the Code from the Insurance Council of Australia web site www.ica.com.au or by phoning them on 02 9253 5100.

Word / term	Meaning
Accidental	Unexpected and unintended from your point of view.
As new	Repair or replacement with new items or materials regardless of the age of the insured item or property.
Business	Any business, trade, profession or other activity from which income is earned except: •casual baby sitting, casual child minding or garage sales of a domestic nature, all conducted at the property address; and •the domestic rental of a home if the home is insured under this policy, provided you have previously told us that the home is rented out.
Collection	A number of items that have been gathered together according to some unifying principle or orderly arrangement as part of an interest or hobby with the intent of collecting. Examples include but are not limited to collections of coins, stamps, models, toys, badges, and spoons, and unless we agree collections would exclude items bought for consumption, such as a wine collection. Contents cover limits apply as shown on page 34.
Common area	The area of a community title scheme, strata title scheme or flats which does not form part of your lot or tenancy, including but not limited to garages, storage areas, parking areas, walkways and stairwells that are not secure and over which you do not have exclusive use under the by-laws of your body corporate or tenancy agreement.

Word / term	Meaning
Consequential loss	 Any loss or additional expense arising indirectly from an event that is covered by this policy. For example consequential loss may be: any additional expense in replacing undamaged property so as to create a uniform appearance; the inability to match the bricks following impact damage to a brick wall; reduction in value following repair or replacement of lost or damaged property.
Contents	Your contents shown as insured on page 29.
Cost to us	What it would cost us, including any discounts that are available to us, to repair or replace the item or property at the time the loss or damage occurred.
Emergency	Is a circumstance, which poses an immediate threat to the physical safety of your home or contents, such as a burst water pipe or during a storm a branch falls through the roof of your home.
Excess	The amount you have to pay us or bear towards the cost of a claim under this policy. All excesses are shown on your certificate of insurance.
Family or your family	Your spouse, your de facto spouse, your parents and parents in-law, your brothers and sisters, your or your spouse's or de facto spouse's children, who all usually reside with you at the insured property address.
Fixed swimming pool	Includes an in ground pool or an above ground pool and their fixed accessories where erection or installation of the pool required earthworks, construction of decks, ladders, fencing or the like of a permanent nature.
Flood	Rising water which enters your home as a result of it running off or overflowing from any origin or cause. <i>This policy does not cover flood unless we have agreed and it is shown on your certificate of insurance.</i>

Word / term	Meaning
Flash flood and stormwater run-off	A sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run-off.
Forcible entry	Unlawful entry into your home or living quarters including unlawful use of keys or lock picking. Forcible entry does not mean opening an unlocked door, window or skylight.
Home	Your home shown as insured on page 23.
Insured property address	The property address shown on your certificate of insurance as the location of the insured home and/or its contents.
Negotiable instrument	Cash, bank notes, savings certificates, money orders, gift vouchers, stamps (not part of a collection).
Open air	Means anywhere within the insured's property address that is not fully enclosed and lockable.
Pair/set	Contents items or articles that are regarded as a unit. Examples are earrings, golf clubs, candle holders, dinner set, ornaments.
Personal items	Your personal items shown as insured on pages 50.
Policy	Your insurance contract includes this PDS, your most recent certificate of insurance and the information you provide us when you purchase or vary your insurance and at each renewal.
Renovations	When any part of the roof, floor or the external walls are removed for the purpose of additions, alterations, repairs or decoration.
Retaining wall	A wall which is not part of the residential building, designed to hold back or prevent the movement of earth or water.
Specified contents	Contents items that have a higher value than the limit shown on page 34. You will need to have them specifically listed on your certificate of insurance and pay an additional premium.

Word / term	Meaning
Sporting equipment	Is equipment used in sporting activities (whether or not for competition), leisure and recreational activities. Sporting equipment does not include, camping equipment, diving equipment, parachute, model craft, hang glider, aircraft, motor vehicle, motor cycle, trail bike, mini bike, motorised go- cart, or any spare part or accessory for the equipment (including any helmet, gloves, boots, goggles or over-suit).
Storm	A violent disturbance of the atmosphere associated with strong winds including a cyclone, lightning, heavy rain, hail or snow, but not continuous bad weather by itself.
Storm surge	An increase in the level of the sea associated with a tropical cyclone or other intense storm.
Temporary/non fixed swimming pool	An inflatable or aboveground swimming pool or spa mounted on their own accessories or on a temporary site.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from the nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or puts the public, or any section of the public, in fear.
Tools of trade	Any tools whose principal use is in connection with a business.
Tsunami	An ocean wave that has its origins in an under water earthquake or volcano.
Unoccupied	The home situated at the insured property address has not been occupied for more than 60 days, and we have not been told of this beforehand. Occasional overnight stays of less than one night a week on average during the 60 day period does not mean the home is being occupied.

Word / term	Meaning
We, us	RACQ Insurance Limited. ABN 50 009 704 152 AFS Licence Number 233082.
You, your	The person or persons shown as the policy holder/s on the certificate of insurance and your family who usually reside with you at the property address.

Calculating your sum insured

Help with calculating your home sum insured

Your home building sum insured needs to be sufficient to cover the cost of rebuilding your home in the unfortunate circumstance of total destruction by an insured event.

The cost of rebuilding is based on the materials and labour needed – not your home real estate market value.

You can refer to the following sources to assist in calculating a reasonable sum insured for your building:

- building industry professionals, such as licensed builders, architects or valuers
- RACQ Insurance website calculators www.racqinsurance.com.au
- ask us for a copy of our valuation guide.

For each subsequent renewal, we will increase your selected sum insured to allow for increased building costs as detailed on page 42.

You are responsible for calculating the sum insured on the cost of rebuilding your home. If you do not have an adequate sum insured, you may be out of pocket if you suffer loss or damage to your home.

Calculating your sum insured

Help with calculating your contents sum insured

When you add up the replacement value of your household contents, it can be more than you think. Contents insurance covers items in your home, from furniture and carpets to valuables and sentimental items.

How much cover do you need?

By telling us exactly how much cover you require for your contents, you know for sure that you're not wasting money on cover you don't need. To make sure your contents are fully covered, go through the house room by room and write down what it would cost to replace each item at today's prices. You may also refer to the calculators available on the RACQ Insurance website or ask us for a copy of our valuation guide.

'New for old' cover

This means that if your contents (not clothing) get damaged or stolen, and we can not or elect not to repair, we will replace your contents.

Protecting valuable items

If you've got valuable items worth more than the amounts shown on page 34 – for example if you have a piece of jewellery worth more than \$2,000 or works of art worth more than \$2,000 – let us know, as these need to be specifically noted on your certificate of insurance and insured for their full value.

If your home is covered by this policy the word home will be shown on your certificate of insurance. We cover your home for loss or damage caused by any of the insured events, which happen at the property address during the period of insurance.

If the contents of your home are covered by this policy, the word contents will be shown on your certificate of insurance. We cover your contents for loss or damage caused by any of the insured events, which happen at the property address during the period of insurance.

We cover you for loss or damage caused by the insured events listed on pages 16 to 22. If you want protection from loss or damage caused by other events you should consider the optional covers provided for in the Optional covers for extra peace of mind section of this policy.

Damage caused by weather...

What is covered	What is not covered
Storm	 Loss or damage: × caused by rain, hail or snow after it has reached the ground; × caused by rain or wind entering the home unless it enters through an opening in the windows, walls or roof made by a storm; × to garden borders, paths, driveways, paving, free standing or retaining walls (whether or not part of the home), tennis courts and other playing surfaces; × to paint and/or external coatings of buildings when there is no structural storm damage to other parts of the home; × to swimming pool and spa covers, liners and the like other than loss or damage covered under Additional benefit; Storm damage to pool and/or spa covers on page 45; × to a glasshouse whether constructed principally of glass or not; × during the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: in conjunction with your signing a contract to purchase the home; or to replace a policy with us or another insurer from the date and time that other policy expired. × caused by storm surge; × caused by power surge.
Tsunami	
Earthquake	

Damage	caused	by	weather

What is covered	What is not covered
Flash flood and stormwater run-off A sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run-off	Loss or damage caused: *by flood; *to swimming pools or spas and their covers, liners and the like; *to the water in swimming pools or spas; *by water being absorbed through floors, external and internal walls of your home (including rising damp) and any subsequent loss or damage to contents including carpets; *by hydrostatic pressure building up below or behind any part of your home or structure including a swimming pool, spa or tank; *to garden borders, paths, driveways, paving, free standing or retaining walls (whether or not part of the home), tennis courts and other playing surfaces; *by storm surge or any other action of the sea; *by power surge; *during the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: • in conjunction with your signing a contract to purchase the home; or • to replace a policy with us or another insurer from the date and time that other policy expired.
Lightning including power surge caused by lightning strike	 Loss or damage caused: > by power surge or power fluctuations not caused by lightning; > where there is no reasonable evidence that lightning was the cause of damage.

Criminal acts against you...

What is covered	What is not covered	
Theft including attempted theft or burglary Vandalism, malicious or intentional damage	Loss or damage caused by theft, vandalism, malicious or intentional damage: *by someone who entered the home with your consent or the consent of someone usually living there; *by the tenant of your home or any persons invited by your tenant to enter the home; *to cash, negotiable instruments or legal tender when entry is gained through an open or unlocked door, window or skylight; *to contents in a room in a boarding house, dormitory, nurses quarters, barracks or the like when entry is gained through an open or unlocked door, window or skylight; *from common areas; *if your home was deemed to be unoccupied at the time the loss or damage occurred.	
Riot or civil commotion including the acts of lawful authorities in controlling such occurrences		

Accidents that cause damage to your home and/ or contents...

What is covered	What is not covered
 Bursting, leaking, discharging or overflowing of liquids from: dish and clothes washing machines; water catchment trays of refrigerators, freezers and evaporative air conditioners; waterbeds; pipes, gutters, drains designed for carrying liquid which are fixed or connected to the home; fixed domestic apparatus such as but not limited to water tanks, lavatory cisterns and pans, baths, basins, sinks but not a shower recess or cubicle; water mains located at or adjacent to the property address. 	 Loss or damage caused: * to the apparatus or device which burst, leaked, discharged or overflowed (this includes a shower recess or cubicle); * by the escape of liquid occurring as a result of a gradual process of bursting, leaking, discharging or overflowing unless you can show: • if your home is damaged – that this policy covered your home and it was current for the whole of the time that the damage was occurring; or • if your contents are damaged – that this policy covered your contents and it was current for the whole of the time that the damage was occurring; and
Locating the source of leaks If damage has been caused to your home by the escape of liquid, we will pay for the reasonable cost of locating the source of the escape if it is unknown. In addition to the home sum insured, the most we will pay for locating the source of the escape in any one claim is 10% of the home sum insured.	 you or any tenant of your home could not reasonably have been expected to have known that the process was occurring. > by a leak that you knew about and had not fixed before the loss or damage occurred; > if your home was deemed to be unoccupied at the time the loss or damage occurred.
nome sum msureu.	We will not pay for the cost of

We will not pay for the cost of the escaped liquid.

Accidents that cause damage to your home and/ or contents...

What is covered	What is not covered
 Impact Impact at or adjacent to the property address by: a vehicle or craft designed for use on, the road or water; a falling tree or part of a tree including the cost of removal and disposal of the tree or branch that has damaged the home; space debris or debris from a rocket or satellite; aircraft; a satellite dish, solar hot water tank, television or radio aerial which breaks or collapses. 	Loss or damage caused: ×to garden borders, driveways, paths, paving, playing surfaces, underground services or retaining walls caused by a vehicle or craft designed for use on the road or water; ×by a tree or part of a tree cut down by you or any person living in the home or any person acting with your or their consent; ×the cost of removing the tree stump.
Explosion	Loss or damage caused: ×to a vessel or apparatus that is the source of an explosion; ×if your home was deemed to be unoccupied at the time the loss or damage occurred.
× Not covered	

Accidents that cause damage to your home and/ or contents...

What is covered	What is not covered
Fire	Loss or damage caused by scorching, melting, heat damage: ×where there was no flame; or ×where your home or contents have not caught fire; or ×where fire or heat was required as part of a process such as but not limited to a stove, fireplace, chimney, oven, electric element, iron or saucepan. Loss or damage: ×arising from bushfire for the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: • in conjunction with your signing a contract to purchase the home; or • to replace a policy with us or another insurer from the date and time that other policy expired. ×if your home was deemed to be unoccupied at the time the loss or damage occurred.
Acts of animals	×Loss or damage caused by pets, animals or livestock kept by you or any person usually living in your home.
× Not covered	

× Not covered

What we insure as your home

Your residential building situated at the insured property address including:

- other buildings such as garages, sheds, pergolas, carports and the like that are used for domestic purposes;
- fixed wall coverings, ceiling coverings and floor coverings excluding carpets;
- fixed barbecues, clothes hoists, external blinds and awnings, shade sails, aerials and masts;
- outdoor water and sullage pumps attached to service pipes or drains;
- fixed swimming pools, spas or saunas and their associated pump motors and filters;
- fixed outdoor water tanks;
- fixed solar appliances;
- paths and paving and playing surfaces;
- fencing, walls and gates;
- garden borders and driveways;
- built-in furniture;
- gas, water, electricity or other services (whether underground or not) that are your property or that you are legally liable to repair or replace;
- apparatus or appliances permanently fixed to the gas, plumbing or electrical systems including fixed or built in:
 - air conditioning units, ovens, stoves, range hoods and dishwashers;
- ceiling fans and ceiling exhaust fans.
- a transportable home that is fixed to foundations anchored into the ground and connected to all services on the site;
- an unregistered caravan or mobile home which:
 - is not used on a public road;
 - is used by you solely as your permanent or temporary residence;
 - includes its fixtures and fittings and annexe, but not a fabric annexe over five years old.
- Iandlord's:
 - fixtures and fittings;
 - floor coverings and carpets;
 - light fittings and window coverings.

What we do not insure as your home

What is not covered:

- ×retaining walls;
- ×temporary homes or structures;

×homes under construction or reconstruction other than as provided for in renovations to your home on page 28 of this policy;

- ×floor carpets other than landlord's carpets;
- ×a hotel, motel, boarding house or barracks;
- ×fences, sheds, stables or other structures used or intended to be used for agricultural business purposes or any other business;

×the land on which your home is constructed;

×a campervan, bus, semi-trailer, rail carriage, tram, watercraft or aircraft;

- ×a caravan or mobile home which is:
- registered;
- used on a public road; or
- not used solely as your permanent or temporary residence.

×boat jetties, pontoons or a wharf except if shown on your certificate of insurance as being part of your home;

×glasshouse or greenhouse whether constructed principally of glass or not;

- ×a home unit other than a duplex unit;
- ×temporary/non fixed swimming pools or spas;
- ×lawns, trees, shrubs, plants and hedges.
- × Not covered

Settling your claim

If your certificate of insurance shows that you have home insurance we will cover your home for loss or damage as a result of an insured event occurring during the period of insurance.

We may choose at our option to:

- rebuild or repair your home as new; or
- pay you the cost to us of rebuilding or repairing your home as new including any additional costs (relating only to that part of the home that was damaged) necessary to comply with government or local government laws existing at the time of damage occurring, provided that at the time of original construction the laws and by-laws prevailing then were complied with; or
- pay you the home sum insured; or
- settle, when allowance for wear and tear or lack of maintenance of the property is to be made, as explained in "Claims settlement other than on an as new basis" on page 26.

We will pay up to the home sum insured shown in your certificate of insurance less any applicable excess.

If we choose to pay you the cost to us of rebuilding or repairing your home or the home sum insured, we may first pay to a mortgagee or credit provider who is identified on your certificate of insurance, the amount owing by you to the mortgagee or credit provider in respect of the mortgage of your home up to the home sum insured.

The terms and conditions of this policy apply to a mortgagee or other credit provider in the same manner as they apply to you.

We will pay for materials of a similar kind and quality if the original materials are not readily available in Australia.

If the home is totally destroyed and we choose to rebuild it, you may choose to rebuild it on another site but only if we have agreed.

Claims settlement other than on an as new basis

The amount we pay for rebuilding or repairing damage will be reduced from an as new basis to an amount that would place you in the same position you were in immediately before the loss or damage occurred with due allowance for age, wear, tear and where applicable, lack of maintenance of the property in the following circumstances:

- where the home was not in a sound condition or well maintained at the time of the loss or damage occurring;
- where you are the landlord, for floor carpets that were damaged that were over 10 years old;
- if the rebuilding or repairs of your home are not commenced by you within 12 months from the date of loss, unless you can demonstrate a longer period of time is reasonable;
- if you do not cooperate with us in exercising our option to rebuild or repair your home.

The most we will pay you for home claims

What is covered	What is not covered
Flash flood and stormwater run-off We will pay up to 50% of your home sum insured or \$25,000, whichever is higher.	
 Rebuilding or repairing of that part of the home that was damaged or destroyed We will pay: up to the home sum insured shown on your certificate of insurance less any applicable excess; 50% of the cost of repairing or replacing up to 2 kilometres of dividing fences, walls and gates that form part of a shared boundary; replacement of window, wall, floor or ceiling coverings in the room, hall or passageway where the damage is evident; materials of a similar kind and quality if the original materials are not readily available in Australia. 	We will not pay for: *additional expenses for replacing or matching undamaged parts to create a uniform appearance; or *extra costs of rebuilding or repairing your home to a better condition than when the home was damaged or destroyed. If, prior to the loss or damage, your home or part of it was intended to be demolished or was subject to demolition order, we will pay only the salvage value of the home or that part as if it has already been demolished.
Landlord fixtures and fittings We will pay up to 5% of your home sum insured. Any amount we pay for this benefit will reduce your home sum insured by a corresponding amount. You can choose to insure a higher amount for landlords fixtures and fittings as an optional cover (refer to page 53).	

The most we will pay you for home claims

What is covered	What is not covered
Renovations to your home	
If the insured home is undergoing	
renovations, then until the roof,	
floor or external walls have been	
replaced, the cover provided by this	
policy is limited to loss or damage	
to the home and building materials	
at the property address shown on	
the certificate of insurance caused	
by the following Insured Events:	
• Fire;	
 Explosion; 	
 Lightning; 	
 Earthquake; 	
 Riot or civil commotion; 	
 Impact and damage caused by 	
abnormally high winds.	

What we insure as your contents

Those household goods and personal items located in your residential building situated at the insured property address including:

- carpets fixed and unfixed;
- contents in the open air;
- electrical appliances such as washing machines, refrigerators, freezers, dryers, portable heaters;
- firearms legally registered and stored;
- furniture and furnishings;
- furniture and furnishings in an office or surgery in your home;
- home entertainment appliances such as TVs, DVD players, stereo systems;
- household tools and tools of trade;
- internal blinds and curtains;
- non-fixed light fittings;
- non-registered:
- golf buggies;
- motorised wheelchairs;
- lawn and garden appliances.
- remote-controlled models or toys;
- personal items;
- sailboards, windsurfers, surfboards, canoes, kayaks, non-motorised surfskis, waterskis;
- temporary/non-fixed swimming pools;
- non-structural fixtures and fittings not insurable by any other policy of insurance if you own and occupy a home unit that is part of a community title scheme or strata title scheme;
- landlords fixtures and fittings for which you are responsible under the rental agreement and non-structural fixtures and fittings installed by you with the permission of your landlord.

What we do not insure as your contents

What is not covered:

- ×structural improvements to the home;
- ×travel tickets or other forms of tickets or coupons, lottery tickets and competition entry forms and the like;
- ×registered securities;
- *precious metals in the form of bars or bullion, precious or semiprecious uncut or loose gems;
- ×motor vehicles, motor cycles, trail and motor bikes, motorised scooters, trailers and caravans, their tools, parts, spare parts and accessories whether fitted or not;
- ×golf buggies or motorised wheelchairs that are required to be registered;

×aircraft or watercraft, their tools, parts, spare parts and accessories whether fitted or not (other than sailboards, windsurfers, surfboards, canoes, kayaks, non-motorised surfskis, waterskis or remotecontrolled models or toys);

×lawns, trees, shrubs, plants and hedges;

×pets, livestock, fish or birds;

×credit, debit or any other form of financial transaction card;

×contact lenses while engaged in sporting and water activities;

*stock in trade or any property or materials used in a business, other than tools of trade and home office equipment;

×mobile phones and their accessories;

- ×apparatus or appliances permanently fixed to the gas, plumbing or electrical systems;
- × contents of a caravan or mobile home which is, or is required to be registered;
- ×the following items of property when they are contents of a caravan or mobile home:
- sailboards, windsurfers, surfboards, canoes, kayaks, non-motorised surfskis, waterskis and their spare parts and accessories;
- musical instruments, sporting equipment;
- computer equipment;
- collections of any kind.
- × Not covered

Settling your claim

If your certificate of insurance shows that you have contents insurance we will cover your contents for loss or damage as a result of an insured event occurring during the period of insurance.

We may choose at our option to:

- repair the item as far as reasonably possible to the original condition it was in, using materials that are readily available in Australia; or
- replace the item with a new item (regardless of brand or supplier) which is available in Australia and which is its nearest equivalent (in terms of quality and price) at the time of loss or damage; or
- if you do not want us to repair or replace an item, we will pay you the reasonable cost to repair or replace the item, but only if we have agreed to this; or
- pay you up to the contents sum insured, or if you have chosen Selected personal items cover, pay you the sum insured for that item; or
- If you have chosen Group cover, pay up to the maximum overall sum insured limit.

We will pay up to the sum insured shown in your certificate of insurance less any applicable excess.

If an insured item consists of a pair, set or collection, we will pay only for the repair or replacement of the lost or damaged part. If we cannot repair or replace the part, we will pay the proportional replacement value of only that part. We do not pay for any decrease in the value of the pair, set or collection. If we replace or pay for an item, the lost or damaged item becomes our property.

Claims settlement other than on an as new basis

We will adjust your contents claim for age, wear and tear for the following items:

- floor carpets that were over 10 years old;
- clothing.

The most we will pay you for contents claims

What is covered	What is not covered
Cash, currency and negotiable instruments We will pay up to \$300 for theft of, loss of or damage to cash, treasury notes, bank notes, savings certificates, stamps (not forming part of a collection) or other forms of negotiable instruments.	We will not pay for loss or damage caused by: *entry gained through an unlocked door, window or skylight.
Contents in the open air For contents in the open air at the insured property address, we will pay up to the contents sum insured, if they are lost or damaged as a result of an insured event.	We will not pay for loss or damage caused by:
If the loss or damage is a result of theft, the most we will pay for such contents is 5% of the contents sum insured.	
Contents cover limits apply as shown on page 34.	
Contents in your home For contents that are in an entirely enclosed and lockable part of your home, we will pay up to the contents sum insured less: • any amount paid as contents in the open air.	
Flash flood and stormwater run-off We will pay up to 50% of your contents sum insured or \$25,000, whichever is the higher, but not exceeding your contents sum insured.	
× Not covered	

The most we will pay you for contents claims

What is covered	What is not
	covered
 Office equipment We will pay up to \$10,000 in total for all items in the following groups not specifically listed on your certificate of insurance if they are lost or damaged as a result of an insured event: computer equipment including associated hardware and accessories; office equipment (other than computers, associated hardware and accessories); copy written purchased software for which you hold a licence but not custom written software and data; furniture and furnishings in an office or surgery in your home. 	
Refrigerated foodstuffs and goods We will pay up to \$500 in total for spoilage of foodstuffs and other goods stored in your domestic freezers or refrigerators (including the reasonable cost of temporary alternative refrigeration and ice) if caused by an insured event covered by this policy.	We will not pay for loss or damage to: ×a refrigerator or freezer caused by spoiled food.
Renovations to your home If the home in which you reside is undergoing renovations, then until the roof, floor or external walls have been replaced, the cover provided by this policy is limited to loss or damage to the contents at the property address shown on the certificate of insurance caused by the following Insured Events: • Fire; • Explosion; • Lightning; • Earthquake; • Riot or civil commotion; • Impact and damage caused by abnormally high winds.	
Tools of trade We will pay up to \$2,000 in total, for tools of trade used wholly or partly in any business lost or damaged as a result of an insured event. × Not covered	

The most we will pay you for contents claims

The most we will pay you for contents claims		
What is covered	What we will pay	
* Watches, jewellery and gold or silver artefacts (but not bullion)	Up to \$2,000 for each item or set, but not more than a total of \$6,000	
* Cameras and camera accessories	Up to \$2,000 total	
* Movie or video cameras and camera accessories	Up to \$2,000 total	
* Hand woven rugs and mats	Up to \$1,000 each	
* CDs, DVDs, audio and video tapes, records, computer discs, game cartridges and consoles	Up to \$5,000 in total	
* Paintings, pictures, drawings, works of art, figurines, moulded objects, vases or curios (not being jewellery, gold, or silver artefacts)	Up to \$2,000 for each item or set, but not more than a total of \$12,000	
* Stamp collections and collector's non-negotiable currency	Up to \$2,000 in total	
* Collections, medals or memorabilia	Up to \$2,000 in total	
* Group cover for personal items listed on page 51 Includes accidental damage cover in Australia or New Zealand	Up to the maximum overall sum insured limit shown on your certificate of insurance. Refer to page 50 for the maximum overall sum insured limits you can choose for your Group cover personal items	
* Selected personal items cover for items listed on pages 51 Includes accidental damage cover in Australia or New Zealand	Up to the sum insured for that item listed on your certificate of insurance	
Additional benefits or options	Up to the limit shown for that additional benefit or option	
All other contents items	Up to the contents sum insured unless a separate limit applies	

If your contents items have a value higher than the limit shown above, you will need to have them specifically listed on your certificate of insurance and pay an additional premium to ensure you are covered for their full value. Proof of ownership will be required in the event of a claim.

What is covered	What is not covered
Additional living expenses Contents cover If you are a tenant or an owner-occupier of a home or home unit at the property address that has been accidentally damaged by an Insured Event during the period of insurance rendering it unfit to live in, we will pay for your reasonable additional living expenses until the home or home unit is fit to live in. We will also pay for additional living expenses such as telephone or electricity connection fees at your temporary place of accommodation. In addition to the contents sum insured, the most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.	We will not pay for: *rent; *any other direct accommodation costs.
Attendance by a security firm Contents cover We will pay up to \$750 towards the cost incurred by you for a security firm to respond to a monitored alarm signal at the insured property address.	We will not pay for: *any amount unless the security firm attendance was in connection with a claim for an insured event for which we have agreed to pay.

What is covered	What is not covered
 Breakage of glass Home cover If they are part of your home and accidentally broken, we will pay for the cost of repairing or replacing: fixed glass; a sky light; porcelain, marble, granite, fibreglass or polymarble in a sink, basin, shower base, bath or toilet; glass or ceramics in a stove top, forming part of your home which happens during the period of insurance. The most we will pay for this additional benefit for any one claim is the home sum insured. 	We will not pay for damage to or breakage: *where the break does not extend through the entire thickness of the item; *of glass in a glasshouse, conservatory or greenhouse; *of any tiles or tiled furniture forming part of the home; *if your home was deemed to be unoccupied at the time the damage to or breakage occurred.
× Not covered	

What is covered	What is not covered
Breakage of glass Contents cover If they are accidentally broken, we will pay for the cost of repairing or replacing glass forming part of an item of furniture located in the home at the property address which happens during the period of insurance. The most we will pay for this additional benefit for any one claim is the contents sum insured.	 We will not pay for damage to or breakage: *where the break does not extend through the entire thickness of the item; *of a picture tube or screen of a television or visual display unit except if advanced cover applies to contents; *of glass forming part of a radio or clock, vase, ornament or lamp except if advanced cover applies to contents; *of glass in a picture frame other than a wall hanging picture frame; *of glass in mirrors normally carried by hand; *if your home was deemed to be unoccupied at the time the damage to or breakage occurred. This cover is limited to accidental breakage of glass forming part of an item of furniture. Cover does not extend to include breakage of other materials such as porcelain, marble, granite, fibreglass, polymarble or ceramics.
Campus cover Contents cover We will pay up to a maximum of \$2,000 for any one item, \$5,000 in total for your contents following loss or damage caused by an insured event whilst your contents are contained in a residential lockable room where you are residing within any student campus located in Australia. Contents cover limits apply as shown on page 34.	 We will not pay for: ×loss of or damage to cash or negotiable instruments, jewellery of any kind, watches, gems, gold, silver or any other precious metal; ×theft from common areas or open air; ×theft without signs of forcible entry; ×any amount that we have agreed to pay for under the Additional benefit: Temporary removal of contents on page 46.

What is covered	What is not covered
 Clean up costs Home and/or contents cover When your contents are lost or damaged due to theft, we also will pay the cost of cleaning up: any mess left inside your home by the persons responsible for the theft; the debris left after police forensic testing. If your home is insured, we will clean up graffiti and repair damage caused during the process of police forensic testing. In addition to the sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home and/or contents sum insured, whichever is applicable. 	
Contents while in storage Contents cover If your contents have been removed from the property address, and are in storage, we will pay for loss or damage to your contents caused by an insured event which happens during the period of insurance, but only if you tell us beforehand and we agree to cover them.	 We will not pay for: >loss of or damage to cash or negotiable instruments, jewellery of any kind, watches gems, gold, silver or any other precious metal; >storage of contents beyond 60 consecutive days commencing on the first day of storage, or extending beyond the period of insurance shown on your certificate of insurance.

claim is the contents sum insured. × Not covered

additional benefit for any one

What is coveredWhat is not coveredContents in transit Contents cover If you are moving to a new permanent address in Australia, we cover you for loss or damage to your contents caused by an insured event occurring during the period of insurance while at the old address or the new address for 14 days from the date you begin to move if you tell us about the move beforehand.We will not pay for: * damage to cash or negotiable instruments.We will also cover your contents for loss or damage which happens during the period of insurance as a result of fire, flood, collision or overturning of the conveying vehicle during their transport to your new permanent residence in Australia.We will not pay for: * loss of or damage to cash or negotiable instruments.The most we will pay for this additional benefit for any one claim is the contents sum insured event to your contents whilst your contents are located in a safe deposit box at a financial institution.We will not pay for: * loss of or damage to cash or negotiable instruments.The most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.We will not pay for: * loss of or damage to cash or negotiable instruments.The most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.We will not pay for: * loss of or damage to cash or negotiable instruments.The most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.Contents cover limits apply as shown on page 34.		
Contents cover If you are moving to a new permanent address in Australia, we cover you for loss or damage to your contents caused by an insured event occurring during the period of insurance while at the old address or the new address for 14 days from the date you begin to move if you tell us about the move beforehand.*damage sustained during loading or unloading of the conveying vehicle; *loss of or damage to cash or negotiable instruments.We will also cover your contents for loss or damage which happens during the period of insurance as a result of fire, flood, collision or overturning of the conveying vehicle during their transport to your new permanent residence in Australia.We will not pay for: *loss of or damage to cash or negotiable instruments.The most we will pay for this additional benefit for any one claim is the contents whilst your contents are located in a safe deposit box at a financial institution.We will not pay for: *loss of or damage to cash or negotiable instruments.The most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.We will not pay for: *loss of or damage to cash or negotiable instruments.The most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.We will not pay for: *loss of or damage to cash or negotiable instruments.The most we vill pay for this additional benefit for any one claim is 10% of the contents sum insured.We will not pay for: *loss of or damage to cash or negotiable instruments.Contents cover limits apply as shown on page 34.Contents cover limits apply as shown on page 34.	What is covered	What is not covered
Contents in a safe deposit box Contents cover We will cover loss or damage caused by an insured event to your contents whilst your contents are located in a safe deposit box at a financial institution.We will not pay for: ×loss of or damage to cash or negotiable instruments.The most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.We will not pay for: ×loss of or damage to cash or negotiable instruments.Contents cover limits apply as shown on page 34.We will not pay for: ×loss of or damage to cash or negotiable instruments.	Contents cover If you are moving to a new permanent address in Australia, we cover you for loss or damage to your contents caused by an insured event occurring during the period of insurance while at the old address or the new address for 14 days from the date you begin to move if you tell us about the move beforehand. We will also cover your contents for loss or damage which happens during the period of insurance as a result of fire, flood, collision or overturning of the conveying vehicle during their transport to your new permanent residence in Australia. The most we will pay for this additional benefit for any one	 ×damage sustained during loading or unloading of the conveying vehicle; ×loss of or damage to cash or
	 box Contents cover We will cover loss or damage caused by an insured event to your contents whilst your contents are located in a safe deposit box at a financial institution. The most we will pay for this additional benefit for any one claim is 10% of the contents sum insured. Contents cover limits apply as shown on page 34. 	×loss of or damage to cash or

What is covered	What is not covered
Credit card misuse Contents cover If your contents are shown as covered on your certificate of insurance we will pay up to \$1,500, if a credit card or financial transaction card is lost or stolen anywhere in Australia and someone other than: • you; or • someone living at the property address, illegally uses them to steal money from your account or buy goods for which you become liable.	We will not pay if: *a person misused the credit or financial transaction card because they found or had access to your personal identification number or other access details; or *you did not notify the financial institution or credit provider within 24 hours of the credit or financial transaction card being discovered lost or stolen; or *the financial institution or credit provider provides indemnity for any loss; or *you broke the terms and conditions under which the credit or financial transaction card was issued.
Damage caused by emergency services Home cover We will pay up to \$1,000 to repair damage to your home caused by emergency services during the process of gaining entry to your home.	We will not pay for: ×any amount unless the emergency service attendance was in response to loss or damage caused by an insured event for which we have agreed to pay.
Demolition and redesign costs Home cover If your home has to be rebuilt or repaired after damage caused by an insured event, we will pay the reasonable cost of: • survey work; • design work; • related legal work; • related legal work; • exploratory work necessary to locate the cause of the damage; • demolition. In addition to the home sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home sum insured.	

What is covered	What is not covered
Emergency and alternative accommodation Home cover If your home was owned and occupied by you immediately prior to it being damaged by an insured event rendering it unfit to live in, we will pay for your: • reasonable emergency accommodation for up to 14 days; and • alternative accommodation (limited to the rentable value of your home immediately prior to the damage occurring), until your home is fit to live in. In addition to the home sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home sum insured.	We will not pay for: *alternative accommodation for more than 12 months from the time the damage occurred.
Funeral expenses Home and contents cover We will pay up to \$5,000 to assist you with funeral expenses if you or a member of your family die as a result of an insured event described on pages 16 to 22, and we have agreed to pay your claim.	We will not pay for: ×death resulting from an event that occurred away from the insured address; ×death occurring more than 90 days after the event that caused it.
× Not covered	

What is covered	What is not covered
Inflation protection at renewal Home cover When your policy is due for renewal, we will increase your building sum insured to allow for any increase in building costs. We will use industry home building cost guides as a reference.	
Contents cover When your policy is due for renewal, we will increase your contents sum insured to allow for additional items you might buy during the period of insurance and for increases in the replacement cost of contents. Your certificate of insurance at renewal will show the building and/or contents sum insured and	
the premium applying. Loss of rent Home cover If you did not occupy the home, and it was with our prior knowledge rented to others immediately prior to it being damaged by an insured event rendering it unfit to live in, we will pay you the net loss of rental income (limited to the rentable value of the home immediately prior to damage) until the home is fit to live in.	We will not pay for: ×loss of rent for more than 12 months from the time the damage occurred.
In addition to the home sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home sum insured. × Not covered	

What is covered	What is not covered
 Peace of mind protection Home cover If the sum insured does not fully cover the repair or rebuilding of your home at the time of any claim for loss or damage as a result of an insured event that we have agreed to pay, we will: Increase the sum insured by the current annual inflation protection adjustment at the time of the loss or damage. 	
Professional documents Contents cover We will cover up to \$1,000 to replace, restore or reproduce professional documents lost or damaged as a result of an insured event.	
 Re-key, recode or replacement of locks Home cover If you are the owner- occupier of the insured home, we will pay up to \$500 to re-key, recode or replace locks if: a key for any external door of your home is stolen anywhere in Australia; and you have reported the theft to the police; and the keys had your property address or other identifying information with them. No excess is applicable to this additional benefit. 	

What is covered	What is not covered
Removal of debris Home and/or Contents cover If your home and/or contents are damaged by an insured event we will pay for the reasonable costs of removing the debris. In addition to the sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home and/or contents sum insured, whichever is applicable.	
Special occasion gifts Contents cover We will automatically increase your sum insured to cover gifts you have purchased for a special occasion. For example, this covers gifts bought for a family wedding or gifts bought for the Christmas season. Contents cover limits apply as shown on page 34. We will pay up to \$1,000 in	We will not pay for: *loss of or damage to cash or negotiable instruments or mobile phones.
addition to your contents sum insured if a total loss occurs as a result of an insured event.	
× Not covered	

What is covered	What is not covered
Storage of contents after an event Contents cover If the home in which your contents are contained is damaged by an insured event rendering it unfit to live in, then we will pay the reasonable charges to remove and store your contents until you have found another place to permanently reside or until the home is fit to live in, whichever is the sooner. We will also pay for returning the contents to your home. In addition to the contents sum insured, the most we will pay for this benefit for any one claim is 10% of the contents sum insured. We will also pay up to the remaining contents sum insured for any additional loss or damage to your contents caused by an insured event while they are at the place of storage. Contents cover limits apply as shown on page 32-34.	We will not pay for: *loss of or damage to cash or negotiable instruments, jewellery of any kind, watches, gems, gold, silver or any other precious metal.
Storm damage to pool and/ or spa covers Home cover We will pay up to \$500 for loss or damage to your pool or spa cover or liner as a result of a storm.	We will not pay for: ×any amount where we have not agreed to pay for storm damage to other parts of your home arising from the same event; ×loss or damage to your pool or spa cover or liner that is more than 5 years old.
X Not covered	

What is covered	What is not covered
Temporary removal of contentsContents cover We will cover your contents for loss or damage caused by an insured event while they are on your person or located in any dwelling within Australia where you are temporarily residing.We will pay up to 20% of the contents sum insured for any one claim for such loss or damage.Contents cover limits apply as shown on page 34.	We will not pay for: × contents outside Australia; ×loss of or damage to cash or negotiable instruments; ×loss or damage while on your person or in transit caused by theft, storm, flash flood and stormwater run-off, tsunami, vandalism, malicious or intentional damage or impact; × contents temporarily removed for a period exceeding 30 days.
Theft of purchased water Contents cover We will pay up to \$200 for theft of your water supply stored in an outdoor water tank. No excess is applicable to this additional benefit.	We will not pay: *where you have not reported the theft to the police; *for theft of water without signs of forced entry to your insured property.
Uninsured visitor's contents Contents cover We will pay up to \$500 for uninsured visitor's contents at the insured address if the loss or damage is caused by an insured event.	We will not pay for: *cash or negotiable instruments; *mobile phones; *jewellery; *laptop computer and computer accessories; *visitor's contents insured under any other insurance.

What is covered	What is not covered
 Fmergency Home Assist Home and/or Contents cover We provide you with the following benefits if this policy is current at the time when an emergency happens. We do not charge you for these benefits. In the event of an emergency our support team are there to assist you 24 hours a day. Simply call 1800 800 552. Immediate help in the event of an emergency: where possible you will be advised of simple measures that you can take to minimise damage; we will consult a unique computerised listing, to find the trades person you need; we advise you of the name of a locally available trades person and their call out charge and where possible an estimate for the cost of the whole job. If you feel the price quoted is too high, we will locate an alternate trades person/supplier; wherever possible we prefer to use local trades persons, as they generally provide a quick, reliable service; if you want the trades person to call on you, we will make those arrangements and let you know what time they are expected to arrive; we will check back with you to make sure the problem has been solved to your satisfaction. Who pays for the repairs? Initially you do, however if the damage relates to an insurance claim simply include the repair account and receipt with your completed claim form for our consideration. 	*The Emergency Home Assist service can only be used as an emergency service. If you require a trades person for general maintenance or non-emergency work, you should consult a local services directory or the Yellow Pages.

The covers outlined in this section are optional and do not apply unless you have asked for them and we agree to cover you. Additional premiums apply for each cover. Your certificate of insurance will show which covers operate. All optional covers are subject to the terms and conditions of this policy.

What is covered	What is not covered
Motor burnout Home and/or contents cover If the wiring of a domestic electric motor that forms part of your insured home and/or contents burns out, then we will pay you the cost of repairs or replacement of the electric motor, whichever method is the most economical. We will pay for: • re-gassing if the electric motor is inside a sealed refrigeration or air-conditioning unit; • a swimming pool water pump if it is combined with its electric motor, if the replacement pump motor cannot be bought on its own; • labour and installation costs and call out fees. Spoilage of refrigerated/ frozen goods Contents cover When motor burnout option is added to your contents cover, we also cover foodstuffs and other goods that have spoiled as a result of: • a motor in a refrigerator or freezer burning out or fusing; or • the failure to supply electricity by any public electricity provider. The most we will pay for food spoilage is \$500.	 We will not pay for: *any motor or sealed unit over 10 years old; *any equipment, component or apparatus that is not an electric motor; *a motor covered by a guarantee or warranty; *a motor used in any business; *any printed circuit board; *cost of removing and replacing a submersible pump; *loss or damage to a refrigerator or freezer caused by spoiled food; *spoiled goods where the refrigerator or freezer is over 10 years old; *spoiled goods caused by the tripping of a safety switch unless caused by an Insured Event.

What is covered	What is not covered
Advanced cover	Accidental loss or damage
Home and/or contents cover	caused:
In addition to insured events cover,	×by the events or circumstances
advanced cover also covers you for	set out in section When you
accidental damage to:	are not covered on pages 59
	to 61:
• your home when it is insured by	×by any insured event other
this policy, and	than to the extent provided
• the contents described below	for in this policy;
when contents are insured by this	×by tenants;
policy:	×to your home or contents if
• indoor and outdoor furniture;	your home is let to tenants;
• furnishings, household	×by renovating or
decorative items, works of art,	reconstruction of your home;
wall hangings and household	×by power surge unless caused
ornaments;	
 glass forming part of a picture 	by an insured event at the
tube or screen of a television	property address;
or visual display unit, a radio or	×by mechanical, electrical
clock, vase, ornament or lamp;	or electronic breakdown or
 kitchen, dining room, lounge 	failure other than the cover
room, bedroom and bathroom	provided by the motor burnou
ware and floor carpets;	option;
 household and domestic 	×by cracking, chipping or
electrical and electronic goods,	breakage of glass, glassware
personal computer equipment	or china ordinarily carried by
and associated hardware,	hand while in use;
caused by any event not excluded	×by minor dents, scratching or
by this policy, provided the damage	chipping to property such as
occurred during the period of	walls, roofs, floors, benches or
insurance while located within the	furniture;
entirely enclosed and lockable part	×by scorching by a cigarette,
of your home, apart from outdoor	cigar, pipe, tobacco, ash or
furniture that may be located in the	other substance, or where fire
open air.	or heat was required as part of
	the process;
Plus, for extra peace of mind,	×to swimming pools, outdoor
advanced cover also covers you for	spas and associated equipment
loss or damage to your home or	including covers and liners
contents caused by motor burnout.	except that damage as covered
contents caused by motor burnout.	by insured events cover or as
We pay for loss or damage in the	allowed under any Additional
same way and in the same amounts	benefit;
as we do under insured events cover.	×if your home was deemed to
	be unoccupied at the time
This means any limitations as to	the accidental loss or damage
the type of damage or the amount	occurred, this does not apply
we pay as set out in those sections	for motor burnout.
apply equally to a claim under this	in motor ournout
optional cover.	

Group and/or selected personal items cover

Cover is provided for accidental loss or damage of the insured items in Australia or New Zealand or while in transit between the two countries during the period of insurance if you have insured items under group cover or selected personal items cover.

Group cover

By selecting one choice from the following range of sum insured limits available and paying an additional premium, you can choose to increase cover for your personal items included in the groups on the next page. This is a form of blanket cover over this group of personal items that do not need to be individually specified. If you choose this option it will be shown on your current certificate of insurance.

Option	Maximum sum insured for any one item	Maximum overall sum insured
1	\$250	\$1,000
2	\$500	\$2,000
3	\$750	\$3,000
4	\$1,000	\$4,000

Selected personal items cover

For an additional premium you can increase your cover on personal items included in the groups on the next page by having them separately listed as selected personal items with their replacement value on your certificate of insurance.

Our claim settlement options are detailed on page 31 under the heading of "Settling your claim".

Selected personal items cover

What is covered	What is not covered
 We will pay for: bicycles and their accessories; binoculars and telescopes; blankets, travel rugs, towels; cosmetics, toiletries, hairdryers, shavers; CDs, DVDs, audio and video tapes, records, computer dises, game cartridges and consoles; firearms; leather jackets, coats and furs; handbags, briefcases, purses, wallets, suitcases, knapsacks and other travel bags; hearing aids, medical aids, dentures, non motorised wheelchairs, walking sticks and crutches; jewellery (not uncut or unset gems); laptop computers not used for business; musical instruments; photographic equipment; portable music systems; prams, strollers and other baby carriers; sprescription sunglasses and spectacles; saddles; sewing machines; sporting equipment excluding clothes; watches. × Not covered	 We will not pay for: * motorised bicycles or motorised scooters; * musical instruments, firearms and sporting equipment (including fishing gear) while being used for their designed purpose except lawn bowls; * watercraft and their spare parts and accessories; * damage to firearms caused by rusting, derangement, explosion or bursting of a barrel; * any unregistered firearm or firearm not stored in accordance with relevant law; * glass in camera lenses, watches, clocks, or scientific instruments, unless other parts of the item are damaged in the same accident; * items or equipment: undergoing cleaning or repair; while on hire from you; while on loan to someone other than any person usually living at your home except when the loss or damage is caused by fire or theft following forcible and violent entry to a home. * items or equipment where loss or damage has been caused by: the action of light, atmospheric conditions or variations or extremes of temperature; lack of maintenance or gradual deterioration due to any cause; or resulting from mechanical, electronic or electrical breakdown or failure, overwinding, derangement or inherent defect; the events or circumstances set out in section <i>When you are not covered - general exclusions</i> on pages 59 to 61.
inor covered	

not pay for:
or expenses relating to or sing from the loss or death ur pet dogs or cats or their ming lost; ne, elective or preventative inary treatment such ccinations, spaying or worm testing; ment of an illness(es) or se(s) that pre-existed the mencement of this optional ; ment of congenital ects ormalities ment of injury or illness g from or connected with a ess, occupation or sporting : (excluding dog and cat s) or animal hunting event; ment of a pet that does not anently reside with you.

under this section is \$50 and if your certificate of insurance shows an additional pet excess then these excesses will be added together.

× Not covered

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What is covered	What is not covered
Flood and storm surge This policy does not cover flood unless we have agreed and it is shown on your certificate of insurance. Home and/or contents cover We cover you for loss of or damage to your home or contents caused by flood or storm surge which happens during the period of insurance at the property address. We will pay up to the: • home sum insured, if your home is insured; • contents sum insured, if your contents are insured for damage caused by flood or storm surge. We will pay for loss or damage in the same way and in the same amounts as we do under insured events cover.	 We will not pay for loss or damage to: * paths, driveways, paving, retaining walls(whether or not part of the home), tennis courts or other playing surfaces; * shade or sail cloth; * fabric awnings, swimming pool and spa covers or liners and the like; * glasshouse whether or not constructed principally of glass; * water in swimming pools or spas; * your property during the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: in conjunction with your signing a contract to purchase the home; or to replace a policy with us or another insurer from the date and time that other policy expired.
Landlord's fixtures and fittings Home cover Under this cover, you can insure landlord's: •floor coverings; •light fittings; •window coverings; and •other fixtures and fittings. We will pay up to the specified sum insured, for loss or damage to the fixtures and fittings specifically listed on your certificate of insurance caused by an insured event and: •Motor burnout; or •Flood and storm surge which happens during the period of insurance, if they are shown as covered on your certificate of insurance.	

What is covered	What is not covered
 Mortgagee's interest in a home unit We will pay the mortgagee shown on your certificate of insurance if the mortgagee makes a claim on your policy because of loss or damage caused by an insured event during the period of insurance for which we would extend indemnity to you. The most we will pay the mortgagee at the time of loss or damage is: the amount secured by the mortgage at the time of the loss or damage, but not exceeding the sum insured; the lesser of the sum insured; the lesser of the sum insured shown on your certificate of insurance, or the cost of rebuilding or repairing your property. 	We will not pay for: *legal liability.
If we pay the mortgagee, then the rights of the mortgagee under the mortgage are assigned to us.	

What is covered

When your home is insured

If home is shown as covered on your certificate of insurance, we cover you for your legal liability as owner or owner-occupier of your home to pay compensation for death, bodily injury or loss of or damage to property resulting from an accident which:

- happens during the period of insurance; and
- arises or occurs within the home or within the domestic boundaries of the property address on which it stands.

When your contents are insured

If contents are shown as covered on your certificate of insurance, we cover you and any person who permanently resides with you at the property address, other than a boarder, for your or their legal liability (other than as owner of a home or owner-occupier) to pay compensation for death, bodily injury or loss or damage to property resulting from an accident which:

- happens during the period of insurance; and
- occurs within Australia.
- lf:
- you own a home unit in which the insured contents are located and the body corporate has insured your unit for legal liability resulting from death, bodily injury or damage to property, we will also cover you for your legal liability as owner or owner-occupier of that unit to pay compensation for death, bodily injury or loss of or damage to property resulting from an accident which:
 - happens during the period of insurance; and
 - arises or occurs within the unit or on common area adjacent to the unit, but only to the extent that such liability is not covered by the insurance taken out by the body corporate;
 - if you are a tenant we do cover your legal liability arising from damage to a home or home unit you are renting if contents are shown as covered on your certificate of insurance, but only if the damage is caused by insured events fire or bursting, leaking, discharging or overflowing of liquids.

What is not covered

We will not pay for any amount that exceeds \$20,000,000 for legal liability less any applicable excess, regardless of the number of claims arising out of any one accident. The amount also includes all legal costs.

We will not pay for legal costs you incur unless such costs are incurred with our prior written approval.

If we pay out the maximum amount for loss or damage to the home or contents less any applicable excess, the cover for legal liability ceases from the date of the final payment.

We do not cover you as owner-occupier or any person who resides with you at the property address for legal liability arising from:

- death or bodily injury to you or them;
- loss of or damage to property owned by you or them;
- damage to property in your or their physical or legal control;
- fines, penalties or punitive, exemplary or aggravated damages or the costs associated with the enforcement of any law or regulation relating to any kind of emission, effluent or pollution.

We do not cover you or any person for legal liability caused by, through or in connection with:

- the ownership or occupancy of any building or land other than a home (and its domestic land) insured by this policy;
- the ownership or occupancy of a home unit, other than to the extent provided for in this section when the contents of that home unit are insured by this policy;
- your or their use, ownership or control of a vehicle (other than a bicycle, golf buggy, wheel chair, or ride on mower or other garden appliance, which is not registered, nor required by law to be registered);
- an aircraft other than a model aircraft;

What is not covered

- any watercraft other than a sailboard, surfboard, canoe, kayak, rowing boat, non motorised surf ski or hand held flotation device or model boat;
- aircraft landing areas;
- any business you or they are engaged in or associated with;
- tree lopping or felling by you or any person acting with your or their express or implied consent;
- a home under construction;
- alterations, additions, repairs or decorations to your home, where the total cost of such work exceeds \$50,000;
- the transmission of any communicable disease or infection;
- illness or disease caused by asbestos;
- ownership of a boarding house;
- any breach of building regulations such as a requirement to install smoke detectors;
- failing to provide a swimming pool fence, child resistant barrier or gates and doors that restrict access to the pool or spa as required by law;
- the ownership or control of a pet, domestic animal or livestock, unless reasonable steps were taken to comply with relevant legislation;
- an agreement including a rental agreement, unless the liability would have been incurred without the agreement existing;
- libel or slander;
- bodily injury to or death of any person to the extent that you or they:

•are deemed to be employed by you for the purposes of the relevant workers compensation legislation or are injured in circumstances where their employment or deemed employment with you give rise to workers compensation exposure on your behalf or on behalf of your workers compensation insurer;

What is not covered

- •are entitled to indemnity for such liability under any fund, scheme, policy or insurance or self insurance arrangement created, issued pursuant to or required by any law relating to workers' or employees' compensation; or
- •would have been entitled to such indemnity if you had complied with your obligations pursuant to such law.
- any law relating to workers' or employees' compensation;
- any law relating to employment practices, including discrimination, equal opportunity and unfair or wrongful dismissal;
- the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination;
- any contract of employment or workplace agreement;
- if your home was deemed to be unoccupied at the time the loss or damage or injury occurred.

When you are not covered – general exclusions

These general exclusions apply to all sections of your policy. We will not pay for loss or damage or the incurring of a legal liability caused by:

Exclusions	When you are not covered
actions of the sea	 ×actions of the sea but we will cover: •Tsunami; •Storm surge (if the optional cover Flood and Storm surge applies to your policy).
an event outside the period of insurance	×any event or accident that occurs outside the period of insurance shown on your certificate of insurance.
birds	>birds, except glass breakage to windows and doors.
breaking the law	 failure to comply with applicable laws and regulations; any failure to comply with any legislation relating to firearms; the supply or consumption of alcohol or drugs; your or their acts or omissions occurring during the course of any criminal or illegal act; the intended results of any act or omission by you or them or the results of any reckless or malicious act committed or omitted by you or them.
business activity	×any business being conducted at the property address, except a business conducted from a home surgery or home office.
consequential loss	×any loss or additional expense arising indirectly from an event that is covered by this policy.
confiscation	 confiscation, nationalisation or requisition of property by any government or local authority.
X Not accord	

When you are not covered – general exclusions

Exclusions	When you are not covered
computers, data	 failure of any computer program or electronic system to process any form of data including day or date functions properly and accurately; the loss of data or information however kept or stored; a computer virus; computer hacking.
defective or faulty workmanship	×the inherent defect or defective or faulty workmanship, design or manufacture.
deliberate acts	 By: * any person who enters the home or home unit at the property address with your express or implied consent or that of a person you have given permission to invite people onto your property address; * you or a person residing with you including a family member or boarder or a person acting with the express or implied consent of you or those persons; * a tenant, any person residing with a tenant or any person who enters your home, home unit or the property address with the express consent or implied consent of a tenant or any person residing with a tenant.
erosion, landslide	×erosion, landslide, subsidence, earth movement (except earthquake), earth shrinkage or expansion no matter how caused.
failing to take care of the home or contents	× failure to maintain the home and its contents in good condition.
fraud	 fraud or attempted fraud including: the passing of valueless cheques or negotiable instruments; or promises that are not subsequently honoured.
× Not covered	

When you are not covered – general exclusions

Exclusions	When you are not covered
loss not attributable to any identifiable event	×property being lost when its loss is not attributable to any identifiable event or which has been misplaced.
radioactivity	 radioactivity or the use, existence or escape of nuclear fuel, material waste or action of nuclear fission.
seepage, pollution	*seepage, pollution or contamination by any substance no matter how caused.
terrorism, war	 an act of terrorism directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination caused by the aforementioned; war or other acts of a foreign enemy (whether war is declared or not) or revolution.
trees, shrubs or plant roots	×the actions of trees, shrubs or plant roots.
vermin, termites or insects	×vermin, termites or insects.
watercraft	 using or owning any watercraft unless: it is a sailboard, windsurfer, surfboard, canoe, kayak, non- motorised surfski, waterski or remote-controlled model watercraft.
wear, tear, rust, mould	×wear, tear, rust, corrosion, rot, mould, action of light or atmospheric or climatic conditions including damage caused by wind, rain or sand happening over an extended period of time.

How we calculate your premium

Rating criteria	Affect on premium
Sum insured of the home and contents	The amount of sum insured chosen for the home and contents will impact on the premium level. A higher sum insured generally means an increased premium.
Construction of the home	The type of construction and the materials used will have an effect on the frequency and cost of claims. For example: tile roofs may be more succeptable to storm damage.
Location of the home and contents	The location of the home and contents may influence the likelihood of theft and burglary claims and susceptibility to natural perils.
Age of the home	The age of the home can affect the general condition and maintenance level of the home which can impact on the frequency and cost of claims.
The amount of excess	A higher excess will reduce the amount of premium you pay.
The type of options chosen	The more optional covers chosen the higher the premium you pay.

How your premium can change

Action	Your premium may increase if:	Your premium may decrease if:
You change your sum insured	You increase your sum insured.	You decrease your sum insured.
You change where you live	You move into an area with a high crime rate or increased risk of storm, flood or cyclone.	You move into an area with a low crime rate or reduced risk of storm, flood or cyclone.
You change the options on your policy	You add motor burnout option.	You remove the motor burnout option.
You change your excess	You elect to take a nil or lower excess.	You elect to take a higher excess.

Policy costs and charges

,	
Excess	When you make a claim and you are required to pay an excess to us, we tell you when to pay that excess, how to pay it and we may direct you to pay it to a third party on our behalf. In some cases we may deduct the excess from the amount we pay you.
	When loss or damage occurs to both your home and contents because of the same insured event, you will only be required to pay one excess. If the excesses are different, you will have to pay the higher excess.
	The total amount payable for loss or damage caused by earthquake during any period of 48 consecutive hours will be reduced by the amount of the Earthquake excess shown on your certificate of insurance.
	 In addition to any other excess that may apply, an excess will apply to a claim for theft of: contents, including specified contents items; property insured under Group and/ or Selected personal items cover, when the words burglary and theft excess appear on your certificate of insurance followed by the amount of excess applicable.
	Direction to pay excess In the case of a repair or the supply of goods or services, unless we advise you otherwise, you are required to pay the excess, if any, to the repairer or supplier as our agent. Your appointment as our agent is for the sole purpose of paying to the repairer or supplier the excess which you owe us.
	There may be more than one excess that applies. The applicable excess or excesses are shown on your certificate of insurance.

Policy costs and charges

/ 3	
Cancellation fee	If you cancel your policy during the period of cover (apart from the 21 day cooling-off provision) and you have paid an annual premium then the refund will be calculated on a pro rata basis for the unexpired period of cover less 10% for administrative costs (a maximum fee of \$80.00 would apply with a minimum fee of \$10.00 when the pro rata cancellation refund is under \$100.00). There is no refund if you have been paying monthly.
Pay by the month	If you choose to pay by the month using the direct debit method, an annual fee of \$48.00 may apply which equates to \$4.00 per month. Please note our premium discounts do not apply to such fees.
Claims costs that you may bear	Where a claim is made that would otherwise be covered by your policy, but the claim amount (as assessed by us) is less than the excess you have to pay, we will not manage those claims.
	For example: The cost to repair the broken glass in your window is \$75.00. However your basic excess is \$100. In this scenario, as the cost of your claim is less than the basic excess amount, we would not manage your claim.

Claims information and requirements

How to make a claim

If your home and/or contents suffer loss or damage, or an accident happens that might lead to a claim simply call us on 13 7202 or go into any RACQ Branch.

Our consultants are available to help you 24 hours, 7 days a week. We will explain the claim process and advise you of what you need to do to assist the efficient progress of your claim.

In most cases a claim form is not required. You will be provided with one if it is required.

If you are registered for Goods and Services Tax (GST), you must provide us with your Australian Business Number (ABN) and Input Tax Credits (ITC) percentage before your claim can be lodged.

What you must do

If an accident happens that might lead to a claim, you must:

- do everything you reasonably can to limit the loss or damage and prevent further loss or damage occurring;
- immediately tell the police if a criminal act might be the cause of the loss, damage or theft and co-operate with us and relevant authorities in prosecuting the alleged offender;
- immediately send us any correspondence you receive about the claim. This includes telling us if you became aware of any pending court proceedings or offers of settlement;
- give us any information, written statements, evidence and help we may need in defending, prosecuting and investigating the claim. This may include:
 - asserting rights against any person nominated by us;
 - attending an interview with our assessor or investigator;
 - assisting any agents appointed by us such as solicitors;
 - •attending court to give evidence.

Claims information and requirements

What you must do

- advise us of any impending prosecutions or inquest;
- keep damaged property for our inspection;
- tell us immediately if there is another insurance policy that provides the same cover for loss, damage or legal liability as this policy provides.

What you must not do

If you are making a claim you must not:

- carry out repairs or dispose of any damaged property unless we instruct you otherwise;
- admit liability to anyone;
- negotiate, pay or settle a claim with anyone.

What we may do

If an accident happens that causes loss or damage, or the incurring of a legal liability, we may:

- take over and conduct in your name or the name of any person entitled to cover under your policy, the defence or settlement of any claim. We have sole discretion in how the defence is conducted or a claim is settled;
- represent you or any person entitled to cover under your policy, at an inquest or official enquiry and undertake the defence in any court of any alleged offence in connection with an event covered by your policy.

Claims information and requirements

What can affect your entitlement

If you do not comply with any condition of your policy or certificate of insurance, it can affect how much we pay. If the insured property is not kept in good condition and reasonable care is not taken to safeguard it from loss or damage, this may affect how much we pay. If you or any other person makes a false or fraudulent claim, we can refuse to pay it. In either case we may also cancel the policy as permitted by law.

We do not have to accept a claim if your annual premium is overdue or if a monthly premium instalment is at least 14 days overdue.

Proof of ownership/value

In making any claim, you may be required to produce to us proof of having owned the property in question, an accurate description of the property and its value.

You should ensure that you obtain and keep regular written valuations for items of a unique nature such as jewellery, paintings, works of art or watches from a qualified, experienced and reputable valuer in Australia. Valuations should include a full detailed description of the property that would assist us to replace the item if necessary. In addition, photographs, receipts or accounts of purchase may well prove helpful to you should you need to make a claim.

Loss of no claim discount

Any claim lodged will result in the loss of any existing no claim discount. If the policy is renewed the no claim discount will be reinstated after a claim free 12 month period of insurance.

Adjustment for outstanding premium

If we pay the maximum amount for loss or damage to your home and/or contents, your policy ends automatically. You are not entitled to any refund of premium. If you have been paying by monthly direct debit instalments, we deduct from the payment an amount equal to the outstanding monthly instalments for the period of insurance shown on your certificate of insurance.

We take customer satisfaction seriously

If you have a complaint concerning this product, our services or a privacy issue:

Talk to us first

- The first thing you should do is call **13 7202** and speak to one of our staff;
- If your complaint relates specifically to a claim, speak with the claims officer handling your claim;
- If the staff member is unable to resolve your complaint to your satisfaction, you may ask to speak to a team leader or manager.

If you are still not satisfied:

Seek an internal review

• At your request the matter can be referred to our Internal Dispute Resolution Committee who will conduct a full review of your complaint and advise you of the committee's decision within 15 business days.

If you are still not satisfied:

Seek an external review

- RACO Insurance is a member of a disputes resolution service, known as The Financial Ombudsman Service Limited. The service will not accept a dispute unless you have first tried to resolve it with us.
- If we do not resolve your dispute to your satisfaction, you can contact the service, which is set up to assist policyholders resolve their dispute. It is a free service to you and, although paid for by the general insurance industry, is a totally independent and impartial body. We agree to accept their determination as final.
- You can contact the service by:

Phoning: 1300 78 08 08 for the cost of a local call

Writing to: The Financial Ombudsman Service Limited, GPO Box 3, Melbourne, Victoria 3001 Website: www.fos.org.au Email: info@fos.org.au

The information is also available on our website: www.racqinsurance.com.au

The agreement between you and us

Your insurance cover is a legal contract between you and us. We agree to give you the insurance set out in the policy for the premium paid by you.

The contract includes:

- the information you provided to us when you purchased or varied the policy, and at each renewal;
- this PDS;
- the certificate of insurance. •

The insurance is only for the cover for which you have a certificate of insurance and only for the period of insurance indicated on the certificate. It is also subject to the conditions contained in this policy and on the certificate of insurance.

If two or more persons are named as the insured on the certificate of insurance, each of them is responsible both individually and together for:

- the completeness and accuracy of information in any application forms, statements, claims or documents supplied by any one of them to us; and
- compliance with the conditions of this policy. •

What you must do

You must:

•

- at your expense take all reasonable precautions to:
 - keep your home and contents in good condition; •
 - protect the safety and security of any insured property;
 - prevent further damage or legal liability occurring.
- advise us in writing as soon as possible:
 - of any material change to the construction or use of your home;
 - if you begin to lease out your home if you have previously told us that you reside in it or it was unoccupied;
 - if you commence any business activities from your home;
 - of any physical changes in or around your home or contents which increases the risk of loss or damage occurring; 70

What you must do

- of any criminal convictions that you or any person residing with you have had recorded against you or them.
- comply promptly with requirements of public authorities.

If you or any person insured by this policy does not tell us everything relevant or if you or they mislead us, we may:

- refuse to pay a claim or reduce the amount we pay; and
- cancel the policy; and
- if fraud is involved, we may treat this policy as if it never existed.

Payment of premium

The premium is the amount you pay to obtain the insurance cover. The certificate of insurance shows the amount of premium and whether you are paying annually in advance or by monthly direct debit instalments.

If you are paying:

- annually you must pay by the due date;
- by monthly instalments you must pay each instalment by the due date.

Your agreement to pay additional premium

You agree to pay any additional premium resulting from a claim made under this policy between the time a premium notice inviting renewal of your policy is issued and the actual renewal date.

Non payment of premium

If you have not paid the premium by the due date shown on the certificate of insurance or the interim cover certificate, this policy will not come into force. In that case, you will have to reapply to us for insurance cover.

Non payment of premium

If you are paying your premium by monthly instalments and any instalment payment is overdue for a period of at least 14 days, we may refuse to pay a claim.

If after payment of the first instalment, any subsequent instalment payment is overdue by a period of at least one month, your policy will be cancelled from the date the instalment was due to be paid. We will send a letter to your last known address advising you of the reason, effective date and time of such cancellation.

Policy comes into force

This policy comes into force on and from the first date of the period of insurance shown on the certificate of insurance or interim cover certificate issued to you, provided you have paid the annual or instalment premium shown on your premium notice.

Variation

You may ask us to change a provision of your policy. The change or addition takes place only when we confirm it in writing to you or endorse it on your policy or certificate of insurance, and you pay any additional premium that we require.

Waiver

A provision is only waived if we give you the waiver in writing.

Cancellation

By you

Apart from any rights you may exercise under the "Coolingoff period" provisions of this policy you may cancel your policy by advising us in writing. The cancellation takes effect on the date we receive your request, see page 65.

Cancellation

By us

We may cancel your policy at any time as permitted by law after giving you notice in writing. We refund any premium paid less an amount for the period for which you were insured.

Avoidance

In some cases, we may avoid the policy from its inception if there is on your part fraud, misrepresentation during negotiations, failure to disclose information or other breaches of your policy as set out in the *Insurance Contracts Act 1984*.

Pay by the month option

You can arrange for your bank, credit union or building society to debit an automatic payment from your account each month. All you need to do is ensure you have enough money in your account to cover the payments. Your first payment will be deducted approximately 10 days after advising us of your account/credit card details. The second and subsequent payments will be deducted on your monthly payment date. (Two payments may be deducted in the first month, depending on your monthly payment date).

Where the due date falls on a non-business day in Sydney and Melbourne, we will debit the amount on the next business day. If you are uncertain when the debit will be processed to your account, you should contact your financial institution directly.

How to apply

If you would like to pay your RACQ Insurance premiums by the month, simply call us on 13 1905.

Renewal process

You will be sent a renewal certificate prior to the expiry of your policy so you can check the details. Monthly instalments will continue to be debited to your account unless you notify us in writing to vary these arrangements.

Pay by the month option

Important Information

You may cancel your direct debit request, stop or defer an individual debit amount by writing to us at Reply Paid 4, RACQ Insurance Limited, Pay by the month, Springwood Q 4127. We must receive your notification at least 14 days prior to the next due date to process your request in time.

Your direct debit amount may vary if you make any policy alterations.

If debits are returned unpaid by your financial institution we will either attempt to debit from your nominated account again or we will contact you to arrange another way of paying. We reserve the right to cancel the direct debit arrangement if 3 or more debits are returned unpaid by your financial institution.

The following terms and conditions apply when you elect to pay your premium by this direct debit method:

- if your bank account details change you will need to tell us not less than 14 days before your next monthly instalment is due;
- if your credit card details change you must contact us not less than 2 business days before your next monthly instalment is due;
- when you have paid the first instalment, insurance cover commences on and from the first effective date and time shown on your certificate of insurance;
- if any instalment payment is overdue for a period of at least 14 days, we may refuse to pay a claim;
- if an instalment of the premium remains unpaid for a period of at least one month, the policy is automatically cancelled.

On renewal you will be sent a notice prior to the expiry date of this policy. At that time, unless you need to make any changes, you need take no action as your policy will be automatically renewed.



RACQ Insurance products are sold only by RACQ Operations Pty Ltd ABN 80 009 663 414 and our network of RACQ Insurance authorised representatives

To obtain a personalised premium quotation please call 13 1905

RACO Insurance Limited ABN 50 009 704 152 AFS Licence Number 233082

2649 Logan Road, Eight Mile Plains, Q, 4113 Telephone (07) 3361 2444 www.racqinsurance.com.au



Household Insurance Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (SPDS) is dated the 25th October 2009 and applies to policies with a renewal date, on or after the 25th October 2009.

This SPDS should be read with the Household Insurance Product Disclosure Statement (PDS) GHHB2 07/08. These documents together with your certificate of insurance form the basis of your insurance cover.

This SPDS reflects changes since your last renewal. If you wish to obtain a full copy of the PDS, please:-

- visit our website <u>www.racqinsurance.com.au</u>
- call us on 13 1905
- visit one of our RACQ branches
- write to us on the address shown below.

Important Changes

RACQ Insurance has always aimed to maintain an industry low basic policy excess, unfortunately we have had to increase this excess to \$300. We are confident it remains competitive and unless your renewal certificate indicates otherwise the new basic excess will apply from the renewal date shown on your certificate of insurance.

Please note that the annual fee that may apply if you choose to pay your insurance by the month has been increased to \$60, which equates to \$5 per month. Your direct debit confirmation certificate will indicate any fee that applies to your policy and is no longer referred to in the Household Insurance Policy Product Disclosure Statement on page 65. Please remember that if you have more than one policy with RACQ Insurance and payment is collected from the one account, then only a single monthly administration fee applies.

For a quick, secure and convenient way to renew your insurance, go to <u>www.racqinsurance.com.au</u> where you will also find everything you need to know about our products, benefits and discounts. If you have any questions regarding your policy or about any of our products please call 13 1905 or drive safely to your local RACQ branch.

Thank you for your continued support. We trust you have enjoyed a high standard of service from RACQ Insurance and we look forward to helping you wherever we can.

Exhibit 4

Claim:	0			Open Adj:	(Fechnical Claims	/01/2011 - Team E)
Summary				_	_		
Loss Date Notice Date Loss Location Description	10/01/2011 (12/01/2011 (Due the hear out the house		/e backed up and i	into the gutt n under wat	ers of the prope er now due to t	erty. Water pourir he flooding.	ng through
inancials Remaining Reserves Future Payments Total Paid	\$214.50 \$228,307.65						
overages Property # Type Sum Insured	Contents, Bu \$458,000.00	ilding					
Exposures							
# Type	Coverage	Claimant	Adjuster	Status	Remaining Reserves	Future Payments	Paid

#	Туре	Coverage	Claimant	Adjuster	Status	Remaining Reserves	Future Payments	Paid
1	Property	Building			Open			- \$158,007.65
2	Personal Property	Contents			Closed			- \$62,000.00

User:

Claim: Open | Adj: Claims - Team E) || DoL: 10/01/2011 | St: Open | Adj: Claims - Team E) ||

Job Number	Exposure	Fulfilment Path	Status	Payment Application	Vendor	Estimates	FOCUS Vendor	FOCUS Status
	(2) 1st Party Personal Property -	Cash Settlement	Complete, Paic	l Cash Settlement		\$10,000.00		Not applicable
	(1) 1st Party Property -	Cash Settlement	Complete, Payment Requested	Cash Settlement		\$158,307.65		Not applicable
	(2) 1st Party Personal Property -	Cash Settlement	Complete, Payment Requested	Cash Settlement		\$52,000.00		Not applicable

Name	Roles	Phone
Intelara	Payee	
MYI Freemans Ltd (All Payments)	Payee	
Stream Group Aust Pty Ltd	Payee	
WESTPAC BANKING CORPORATION	Mortgagee	
	Additional Insured	
	nsured, Claimant, Main Contact, Reporter, Incident Party, Payee	

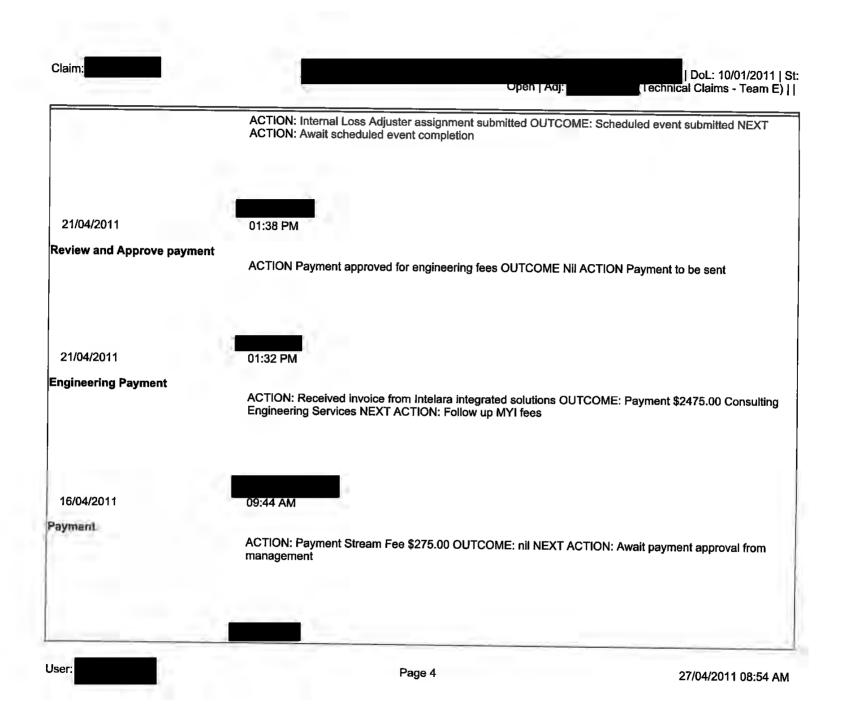


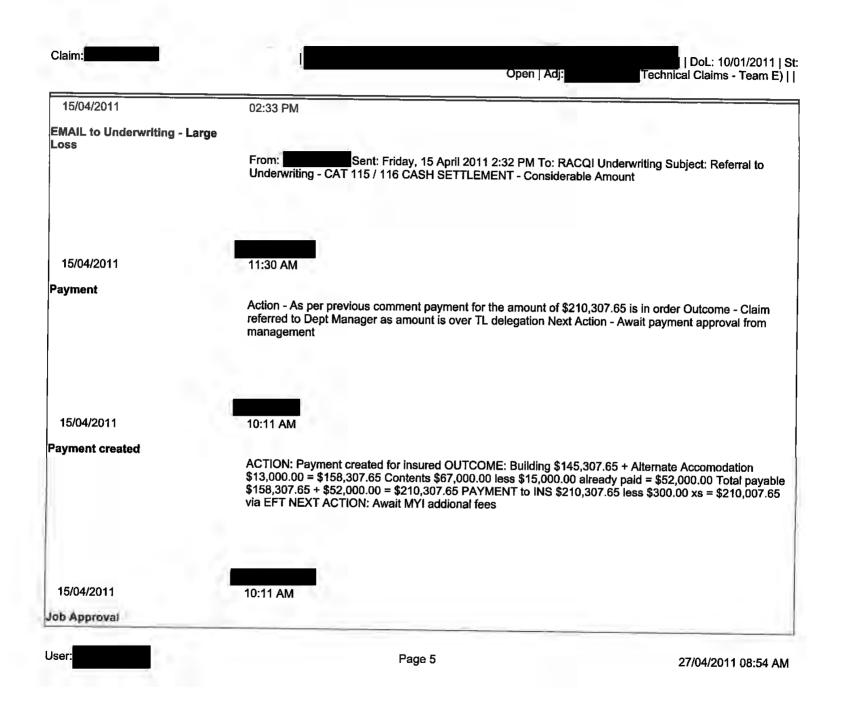
Planned A	Activities		Open Adj:	DoL: 10/01/2011 Technical Claims - Team E)
Due	Priority	Subject	ct	Assigned To
25/07/2011 29/04/2011 09/05/2011	Urgent Normal Normal	***** ALL COMMUNICATION TO Conduct file review Follow up MYI Additional fees	ONLY *****	Assigned To

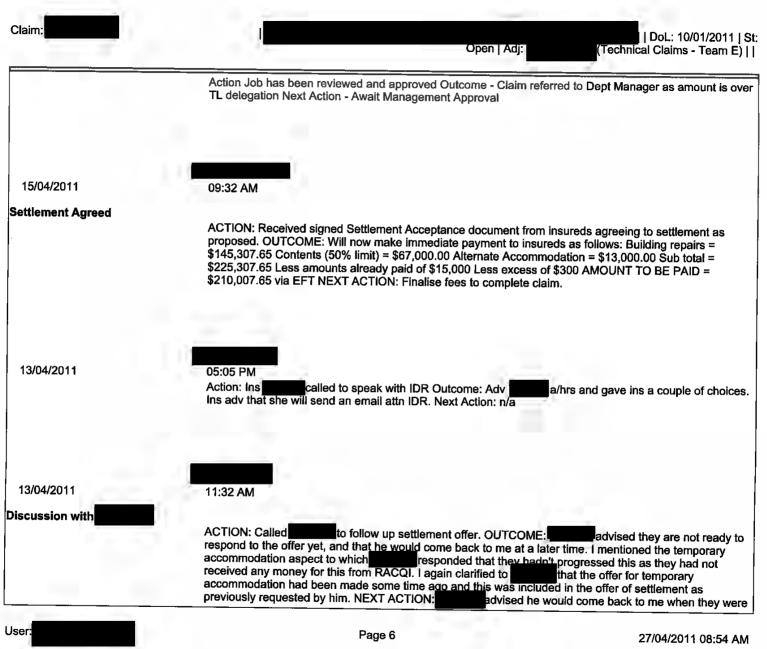
Litigation

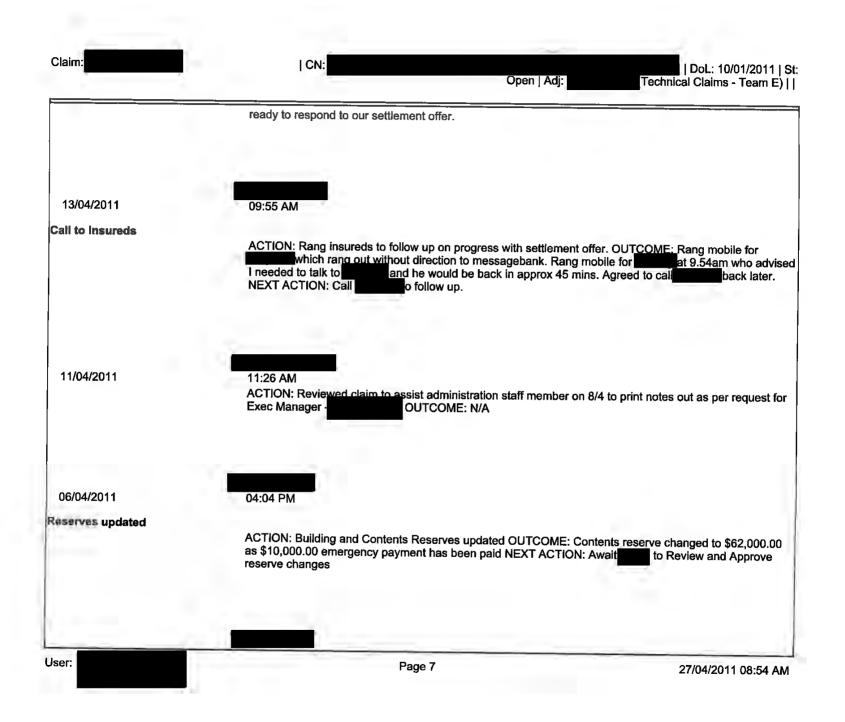
Associated Claims

Latest Notes		
14/01/2011	Integration User	
	11:11 AM	
Loss Adjuster Workflow		
	ACTION: On Site datasheet printed for internal Loss Adjuster OUTCON ACTION: Await 1st report from Loss Adjuster	IE: Loss Adjuster assigned NEXT
14/01/2011	11:07 AM	
Conduct Loss Adjustment Activity Completed		
User	Page 3	27/04/2011 08:54 AM









Claim:	CN:	Open Aaj: .	DoL: 10/01/2011 St echnical Claims - Team E)
31/03/2011	05:40 PM		
Emailed Settlement Offer	where appropriate your completed documents including; ¿ The social which has been incorporated in Adjuster. I would also make the These are detailed within the social building consultants. It is noted completed within the allowance settlement amount. In our normal undertake a competitive tenderic however if it is your preference of builders of your choice). However, the amount currently estimated be completed. Engineers Findin have been included in the repair the allowance within the PDS (5 Alternative Accommodation We considered this, along with the operiods where you have been up incurred. However, in recognition detailed. Initial inquiries regardir real estate offices gave an indic this was a difficult exercise which weekly allowance. In recognition of the circum allowance for 6 months alternatii detailed. I am out of the office new you have any queries or require	I have attached relevant settlement docu- tion and return. To support this offer I have to the scope for repair. ¿ The report by of following clarifying comments to assist in ope of vorks for the required repairs to you to the scope for repair. ¿ The report by of following clarifying comments to assist in ope for repair as attached, as provided by that the repairs (including those recomm- provided by your PDS, so all repairs car al process we would offer this scope to song process. We are on this occasion pre- we are still prepared to offer the scope for er should the cost to complete the repair we would need to consider this as the ac- gs These are detailed in the attached repair r scope as detailed. Contents The loss sc 0% of your sum insured) and so the max- have discussed this additional benefit se- tricrumstances involved in calculating our nable to live in your home, and alternativ n of the circumstances involved we are p og the rentable value of your home, immed ation that the property may have rented the h would require further investigation to b n of this and in an effort to progress your nated repair timeframe to complete all re- stances, and the pressure on repair trade we accommodation (26 weeks) and this is ow until next Tuesday, however I will be a any further clarification please don <i>i</i> , these ternately, should you wish to discuss this	ve also attached a number of bur home. ¿ The engineers report our Quality & Technical Loss in this process. Building Repairs by the independent, qualified lended by the engineer) can be to be completed within this suitably qualified builders and pared to offer this full amount, or competitive tender (including any s as scoped receive a tender below ctual cost for which all repairs can port, and the recommendations chedules provided clearly exceed dimum allowance has been allowed. everal times and as agreed I have offer. The cover available is for the re accommodation costs have been prepared to make this offer as adiately prior to the loss, with local for \$400-\$450 per week. However, e completely accurate with the claim we have allowed a weekly epairs is 3 months. However, in es etc at this time we have made is now reflected in our offer as checking my emails when able. If sitate to email me and Lwill

User:

	9		
Claim:	CN:	Open Adj:	DoL: 10/01/2011 St (Technical Claims - Team E)
25/03/2011	05:02 PM		
Emails to Insureds	Today passed emails to insureds	including documents from 2008 clain	1.
25/03/201 1	05:00 PM		
Email to Insured	and your requests for documenta CEO and will cover off on this as To clarify, this Additional Benefit March. This was discussed at tha and advise me of the outcomes. I offer of settlement for this claim in that this cover should form part or final offer. Your comments were t sum insured) should be applied, t any offer would include all of the timeframe. Importantly, this benef alternate accommodation limited occurring, limited to a maximum a current rental market and your pe like to pursue this please let me k include an allowance for this in th our CEO regarding inaccuracies i determine only that a property wa that for all other aspects we have hydrologist, an engineer, and buil information being provided by the you, and at this time my aim is to	his email provides a further update on tion from your previous claim in 2008. he advised in his response to you yes became available to you upon accepta at time and you where to investigate th in a later discussion on the 9th of Man- neluding the inclusion of this benefit. Y f an overall cash settlement for this cla hat you had an expectation that the m to which I explained that I would consi circumstances and information available fit remains immediately available to yo to the rentable value of your home im- amount equal to 10% of your home su resonal circumstances (pets etc) make now and I will be happy to manage th e final settlement offer. Loss Adjusting n this report. As previously explained, is inundated and some general inform utilised suitably qualified personnel to ding trade qualified consultants. As so se specialists I will be in a position to have this available for you next week. documentation to you. I will spread this clude.	I also have your latest email to our sterday. Alternative Accommodation ance of your claim on the 4th of is further over the following weeken ch, we discussed your proposed 'ou expressed an opinion at this time aim which I agreed to include in our aximum benefit (10% of the home der this fairly and that the basis of ole, including the estimated repair ou. You are covered for the cost of mediately prior to the damage m insured. I do appreciate that the this difficult, however if you would is within your claim. Alternately, I will g Report I note your comments to we utilised these providers to ation in this regard. You are aware progress your claim including a yon as I am able to collate the calculate a final settlement offer for Previous Claim + Documentation
lser:		ge 9	27/04/2011 08:54 AM

Claim:	CN; Open Adj Technical Claims - Team E)
23/03/2011	02:46 PM
Record of 2008 Claim at MYIF	ACTION: emailed MYIF requesting copy of 2008 claim. OUTCOME: MYIF confirm file is archived and they will advise on delivery position asap. NEXT ACTION: Will continue to work on collating records for 2008 claim and awaiting engineer and SOW for current claim.
23/03/2011	02:45 PM
Email Response to Insured	As advised in my email last Thursday I acknowledge your request for the documentation associated to your claim in 2008 and am collating this as quickly as possible, however this represents a significant amount of documentation to collate. Further, at the time of this previous claim we utilised external loss adjusting service providers to manage certain aspects of claims and it is likely that not all documentation relevant to this loss is currently held by RACQI and is secured in the records of our provider. I am making inquiries in this regard and will advise you of the outcome when able. I expect to be able to provide some initial documentation soon once this is collated, and am happy to attach this to emails as you have requested. I will provide you with a further update by the end of this week. Also, I am still to receive both the engineers report and scope for repair documentation for your current claim and will act on this once received. Regards,

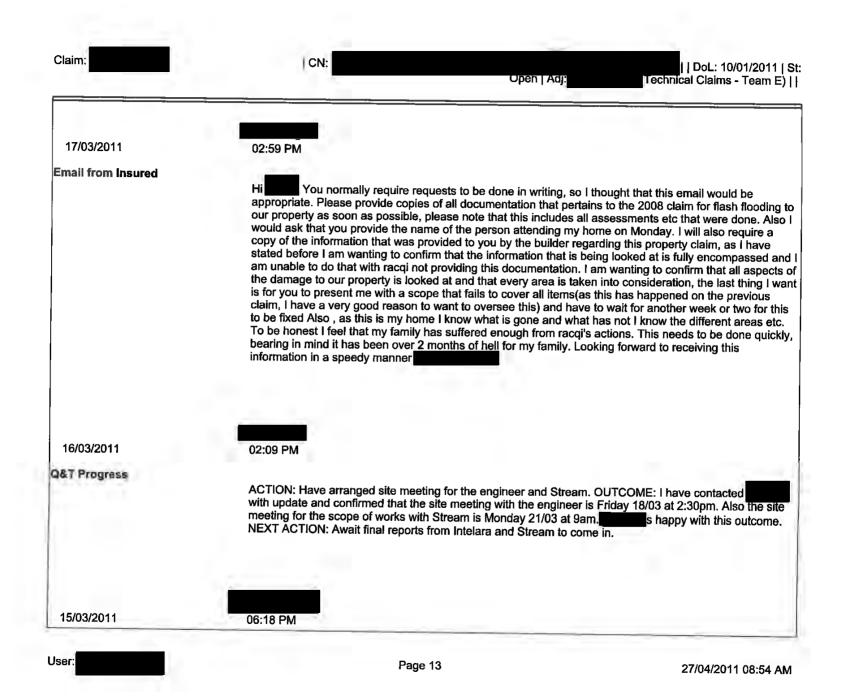
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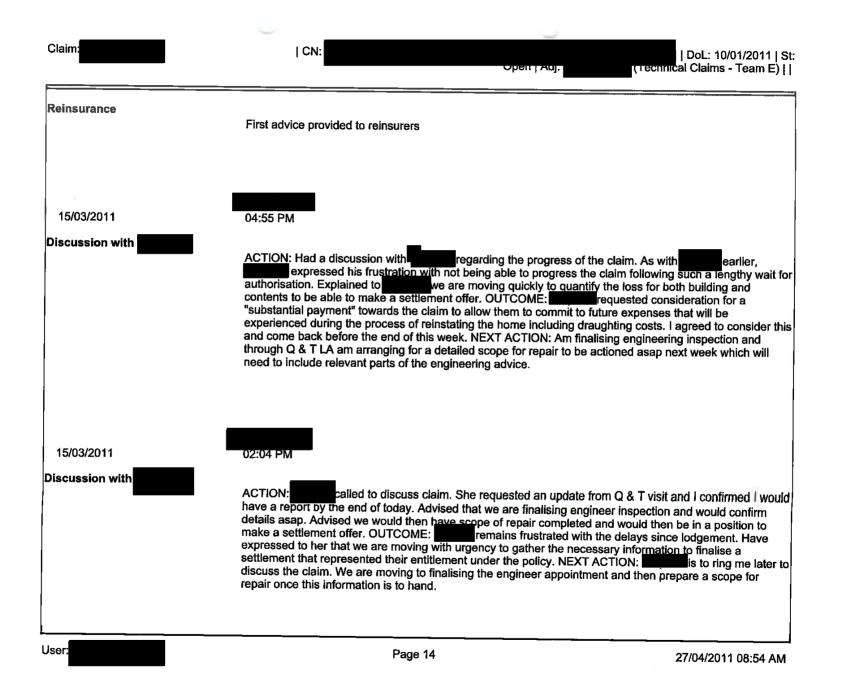
Page 10

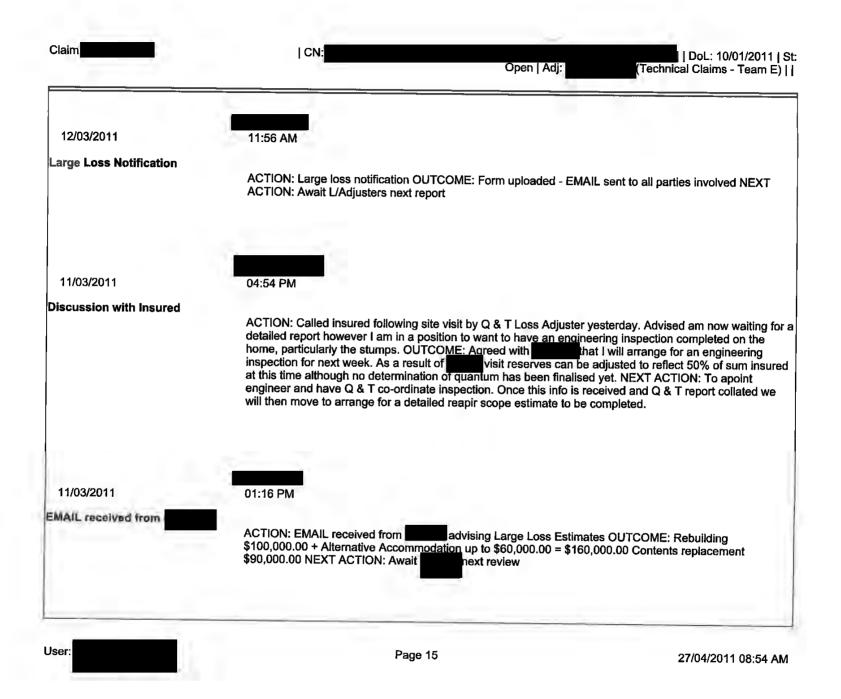
Claim:	CN:	Open Adj:	DoL: 10/01/2011 St (Technical Claims - Team E)
23/03/2011	02:43 PM		
Email from Insured			
	On your desk I am finding it hard to unfair of RACQ not to provide the review this information before we hold in regards to the 2008 claim a sure that RACQI do not expect us access to several areas of our poli are entitled to see what information that you will be able to provide this	believe that there is an issue with information that we are asking for ir can accept an offer of settlement, th and the current information that you to accept blindly everything we are icy until you receive documentation n you are using to calculate this clai	n a timely fashion, we also need to his includes all information that you hold for the January 2011 claim. I am told by you. As you have refused us and reports etc, we believe that we im. Please let me know asap a date jous email we will be happy to receive.
18/03/2011	02:34 PM		
Email to Insured	for damage caused to your home a or 50% of the sum insured whicher try and ensure that you understood previous offer for you to utilise the still await your further advice in this complete their inspection and our p	and/or contents by Flash Flood and ver is the greater. The reason I raise I that this is not the same thing as p Alternative Accommodation coverag regard. As agreed our engineer wi provider preparing the detailed scop who will be your point of contact	Il he on site this afternoon to

User:

Claim:		Open Adj:	DoL: 10/01/2011 St (Technical Claims - Team E)
18/03/2011	02:33 PM		
Email from Insured 11.58pm 17/03	unable to find time to read the pa and asked us no questions excer our negotiations with you in the in your PDS document (the one the people in South East Queenslam writers also find it difficult to repu- at all levels have also been unable you have with us. As I have alrea- emergency accommodation from this was the day prior to the Bren- our claim we are certainly able to 50% or otherwise. This fact is all to forward this email to the news expressed surprise that you would	email of todays date. Its nice to know the aper. On the date the photo was taken pt for the correct spelling of our names newspapers. The date the public on you dat is freely available to the public on you dat have found it an easy document to no out it accurately using only plain english ble to read, interpret and act honestly we ady expressed to you your contract read in the date our house was rendered unit mer rising, had no connection with the for confirm that you have made no offer boundantly clear to us and if it would ass paper requesting publication as a corre- and would you be able to organize for the ears Contract	only the photographer was present s. We have not and will not conduct time ago referring the newspaper to our website). We as many other hisinterpret and possibly newspaper b. We further note that your company with in the confines of the contract quired us to be provided with nhabitable. Again I remind you that flood and at 72 days after we lodged of settlement to us whatsoever be it ist RACQ you have our permission ection to their article.
17/03/2011	03:00 PM		
Email to Insured	Thanks for your email provide independent provider and will be sufficient information to prepare a for repair so you are able to unde scope includes all necessary rep support of our settlement offer to you would receive just 50% of th	acknowledge your request for docume the contact point for you. The contact point for you. The contact point for you. The will ensure a detailed scope of works for repair, an erstand this in detail. Like you we need airs within the coverage of your claim a you. I note in a recent article you are contacted and this has not be the second state.	operty on Monday with our sure that our provider collates to this information will list the areas to be confident that the repair and we will provide this detail in quoted as being told by RACQ that never formed any part of my
Jser: Paul Faulkner	communications with you (or line with the coverage detailed in	ge 12	s possible to quantify your claim in







Claim:

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Open | Adj:

| DoL: 10/01/2011 | St: Technical Claims - Team E) | |

09/03/2011

05:24 PM

Discussion with Insureds

Called and discussed claim further with **sectors** and **sectors** at 9.30am today. This was a pre-agreed call following my recent discussions regarding the progress of their recent claim. They have previously advised they will be requested cash settlement of their claim and made it very clear that should we be unable to agree a final settlement amount that they would proceed with legal action, and this would include a number of further claims including the emotional and health issues experienced etc. They have no confidence in the Financial Ombudsman Service (FOS) as they believe they represent insurers and not consumers, and as such see legal action as their avenue to dispute the claim should this need arise.

have provided an initial spreadsheet documenting progress they had made with preparing a Contents Loss schedule. This was supplied to me overnight and from an initial review totals approx \$170k. The began by commenting that should RACQI decide to apply the 50% PDS limit for Flash Flood that this would be challenged. This is initially based on the fact that they had what they consider to be a very similar claim previously which was paid in full. I confirmed that this previous claim

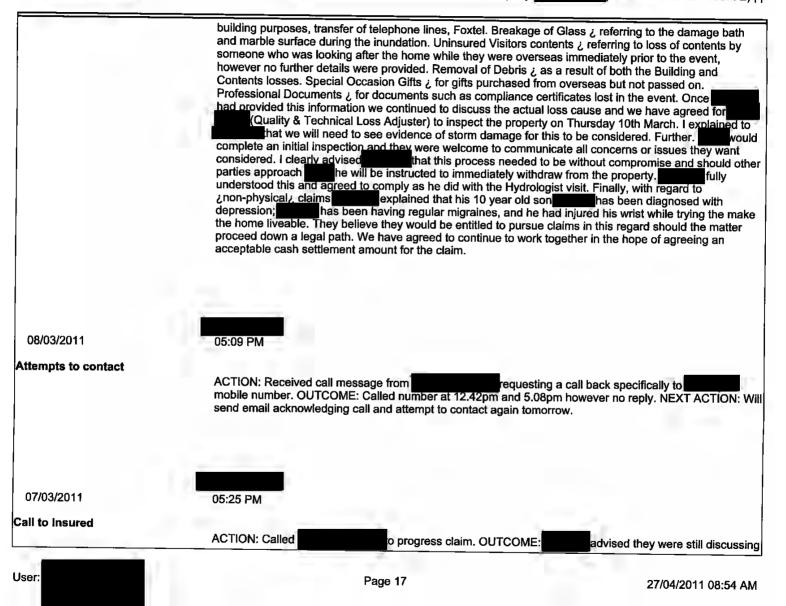
Nov 2008) included a portion of storm damage loss as I had previously advised, and they believe this is the case for this current claim also. I again confirmed that we would consider this issue as part of the claim process. With the thought that RACQI would look to apply the Flash Flood limit they have considered all aspects of the PDS where they feel RACQI should respond and have totalled an amount of \$500.268.00 which they consider represents a fair settlement for their ¿physical property loss¿. They believe this also mitigates potential future liabilities from RACQI including dealing with asbestos issues in the home (volunteers apparently removed without suitable protection), and builder performance management. In coming to this amount they have considered that approx 1/3rd of the home previously damaged in 2008 has been damaged again. They have simply multiplied this to estimate the current cost for the flash flood loss. They have further calculated what they believe to be storm related damage at an amount of \$79,695.00 for the building loss and \$35,373 for the contents loss, and that this damage was caused prior to the impact of the flash flood inundation went on to explain that they had water inundation from overflowing gutters during the storm. Also, they believe the water downpipe attached to a stump post has had a significant enough water flow to wash away an area around a stump and that this has undermined this area. They also believe there are underpinning concerns with the stumps on the north and western sides of the property, and a gap has appeared at the rear steps. There was apparently an ¿emergency architect¿ inspection that was referred to an engineer who provided some initial advice in this regard, however would not provide any advice in writing. They then went on to advise which Additional Benefits they feel should apply to their claim and that they believe they should be cash settled for the maximum benefits I these cases, including: Emergency/Alternative Accommodation / advised that they only similar property (although it lacked some features such as air conditioning, and they needed a place that would have pets) they have located for rent in the area was listed for \$675 per week. Demolition and redesign costs ¿ they believe that there will be considerable costs incurred with engineers etc due to damage to stumps etc. Additional Living Expenses ¿ including paying for power at the damaged home for

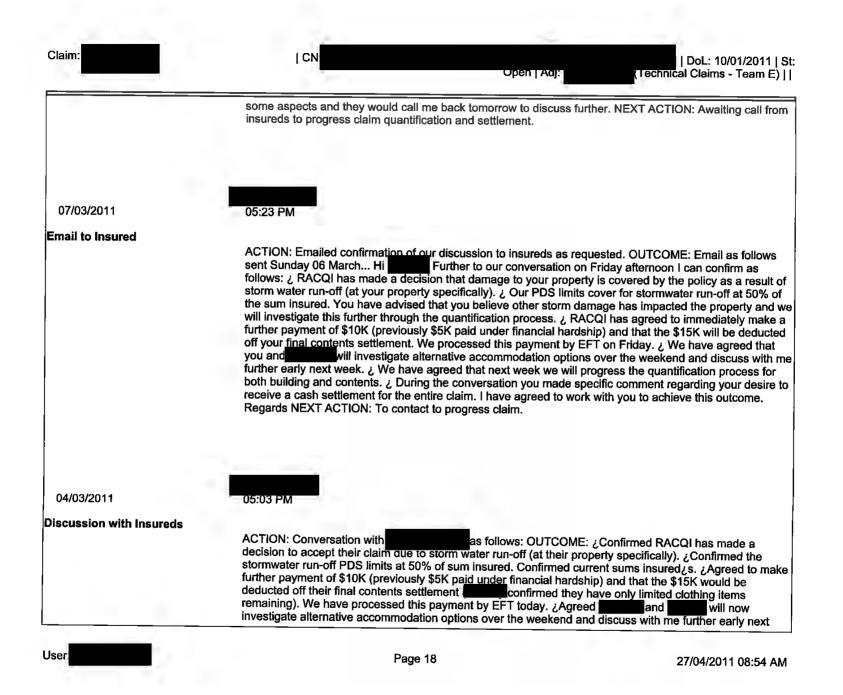


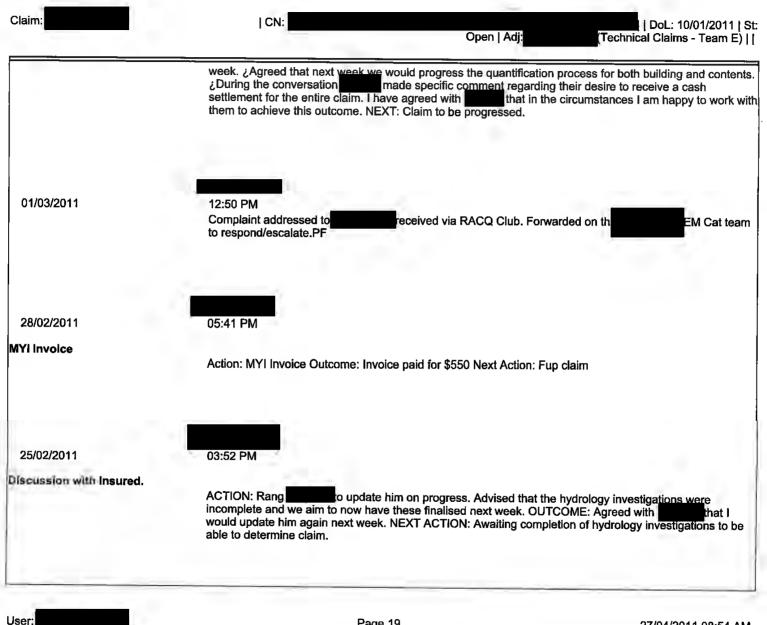
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Claim

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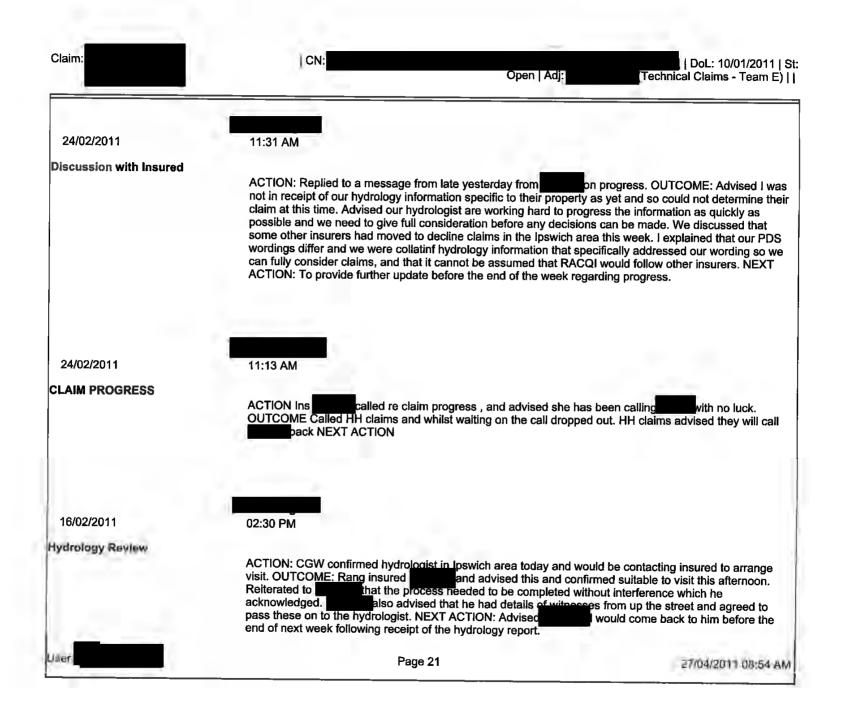




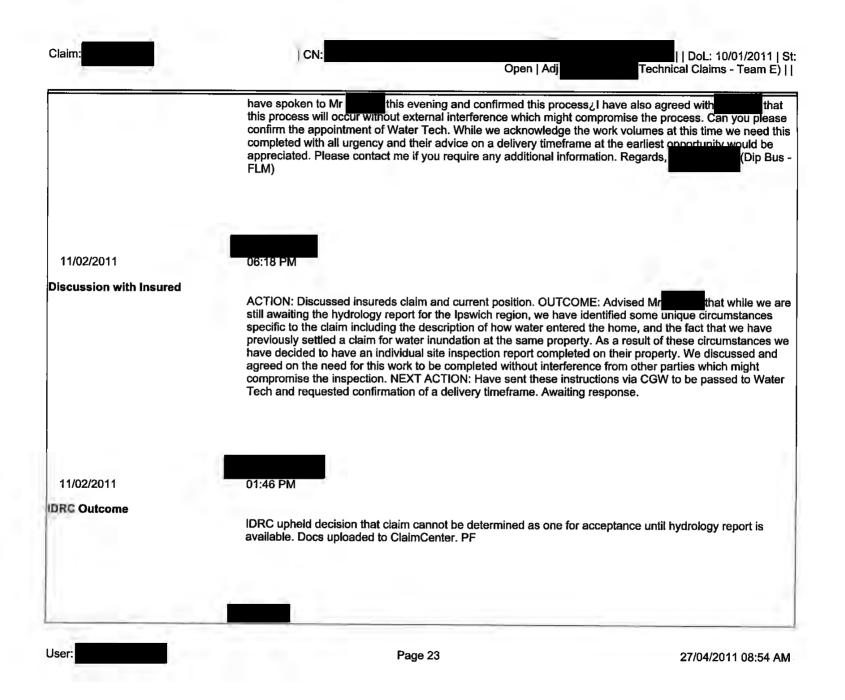
Page 19

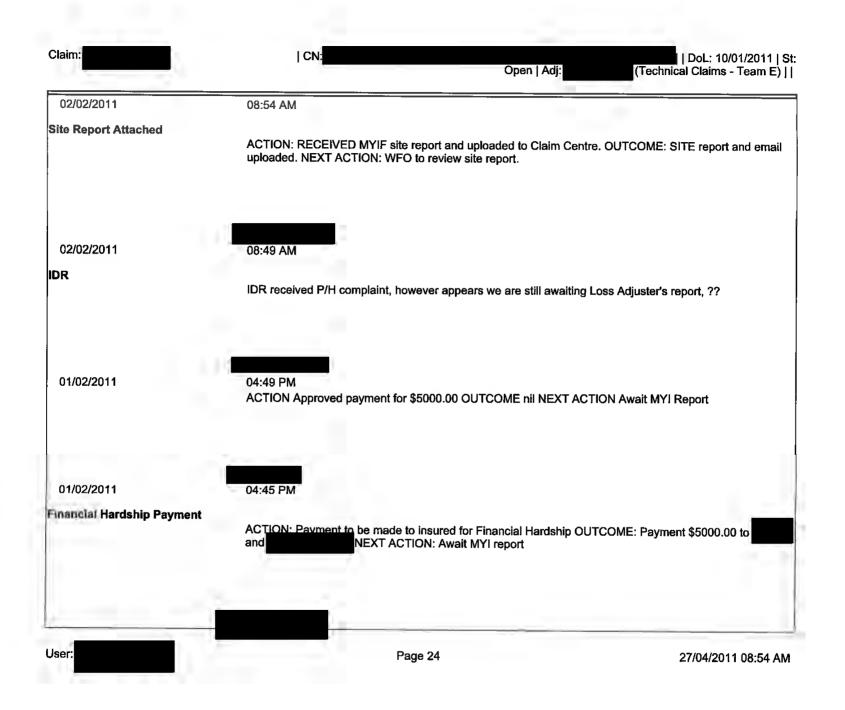
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Claim:	CN:		DoL: 10/01/2011 St:
		Open Adj:	cal Claims - Team E)

User:



Claim:	CN:	Open Adj: (Technical Claims - Team E)
14/02/2011	08:44 AM	
Photos	During discussions with Insured several weeks a claim. There was no narrative attached to these	ago, images were SMS'd to my mobile. Uploaded same to photos so unsure what purpose sending same was. PF
11/02/2011		
Call from Insured	evening and were likely to be asked when the lp	they were completing a television interview later this swich hydrology report was expected. Second Second offered to of RACQI however I declined the offer to comment.
11/02/2011	06:56 PM	
Email to CGW for Water Tech	It has been prepared for the purposes of giving a legal proceedings. Please do not send this comm intended recipients. Please instruct Wat this claim. We have attached a range of informat the claim lodgement comments where our insure the loss date as 10th January. We have also incl claim which may assist Water Tech in their asses that this loss has attracted significant media inter	is confidential and contains legally privileged information. and/or receiving legal advice and/or for the purposes of hunication or any attachments to any person other than the er Technology to complete an individual site inspection for ion regarding this claim that requires this action, including d suggests pipes and gutters have overflowed and noting uded information regarding a previous water inundation assment. It would also be appropriate to inform Water Tech est and should their inspection and assessment activities ed to halt work, withdraw, and advise you accordingly. I
Jser:	Page 22	27/04/2011 08:54 AM

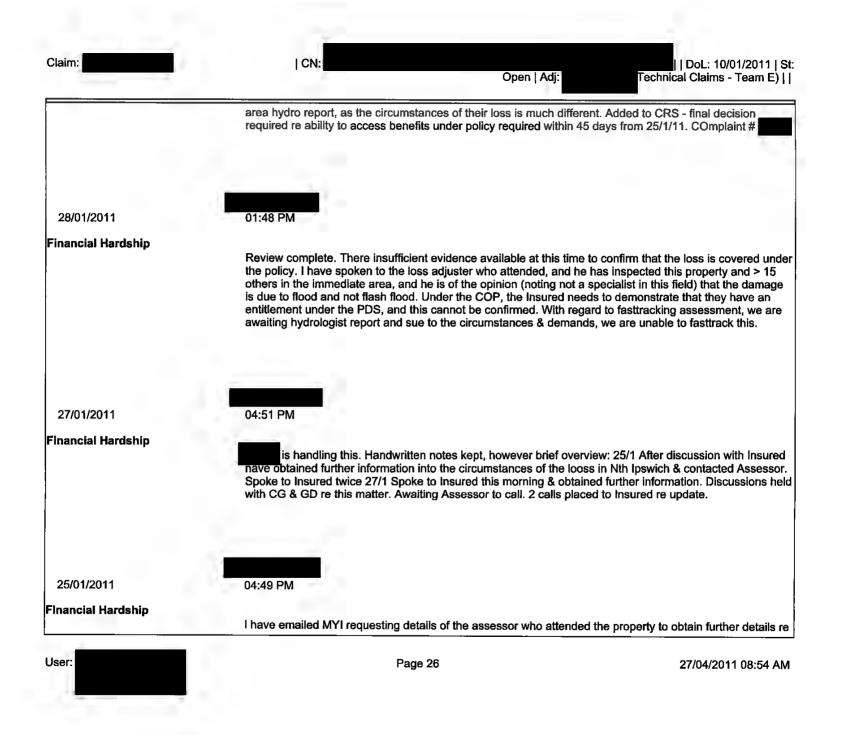


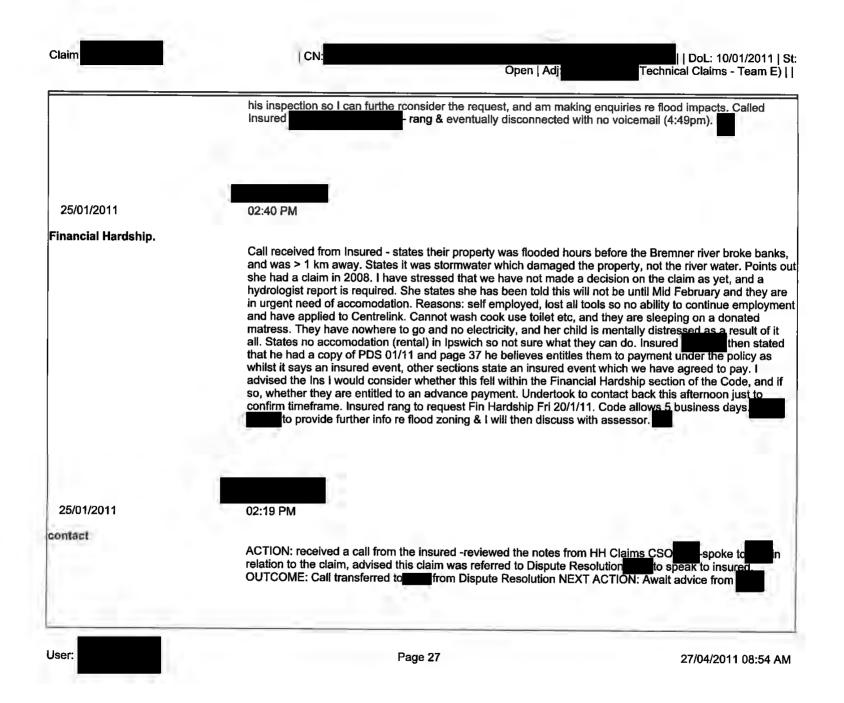


Claim:) CN:	Open Adj:	DoL: 10/01/2011 St Technical Claims - Team E)
01/02/2011	12:27 PM		
Financial Hardship.	this end, we are prepared to m advance payment which he ac payment being made under the from any subsequent payment	n given to the request by the Insured w ake an advance payment of \$5000. S cepted. It has been explained that this e policy. As such, if the claim is accept . EFT details taken & passed for imme tance of the claim is continuing throug	poke to an ex-gratia, and is an advance ted, this amount would be deducted ediate payment. Insured has been
30/01/2011 EMail re complaint	10:16 AM	complaint by Insured (as detailed in my	
	respond.		
28/01/2011	03:20 PM		
Called Insured	payment under the financial ha the case, and she does not can emergency accomodation under under financial hardship that th acceptance. She states she wa decision and we are destroying do this. Insured stated she just them live in a (bus?). I advised accomodation, I will need to re	e about that anyway, she is complaini er the PDS. I ecxplained as previously e PDS did not respond until it was det as declined for financial assistance too their lives. I advised that we are awai wants an answer, and we are emotion that if she wishes to dispute the decis	sured said she expected that would be ing that she is trying to claim for the when I advised I was coinsidering termined whether the claim was one fo lay because RACQI will not make a iting a hydrology report before we can nally damaging her child by making sion not to allow temporary erson to review & respond. I explained
Jsei	F	Page 25	27/04/2011 08:54 AM

N 1 ------

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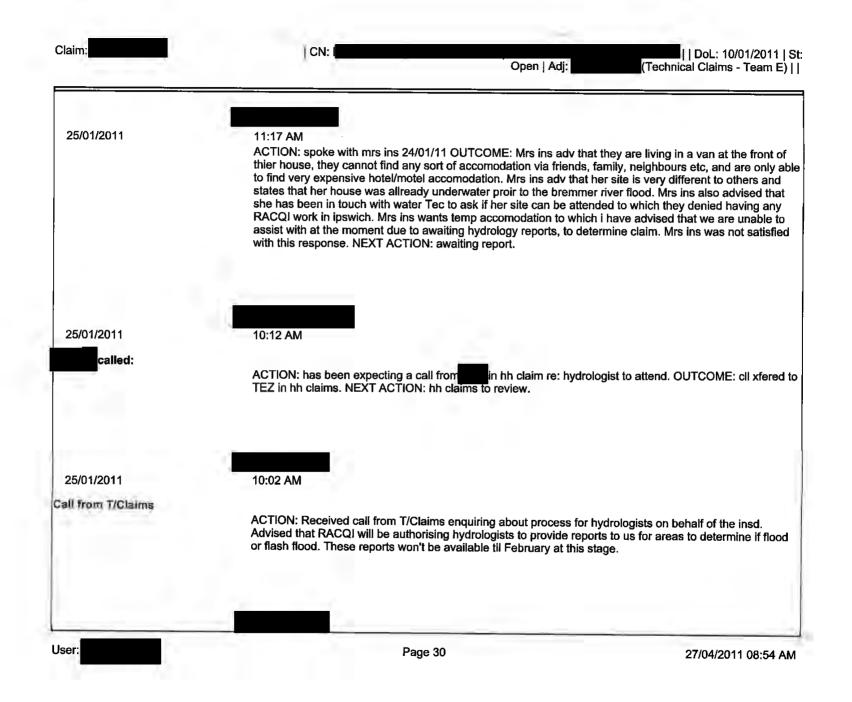




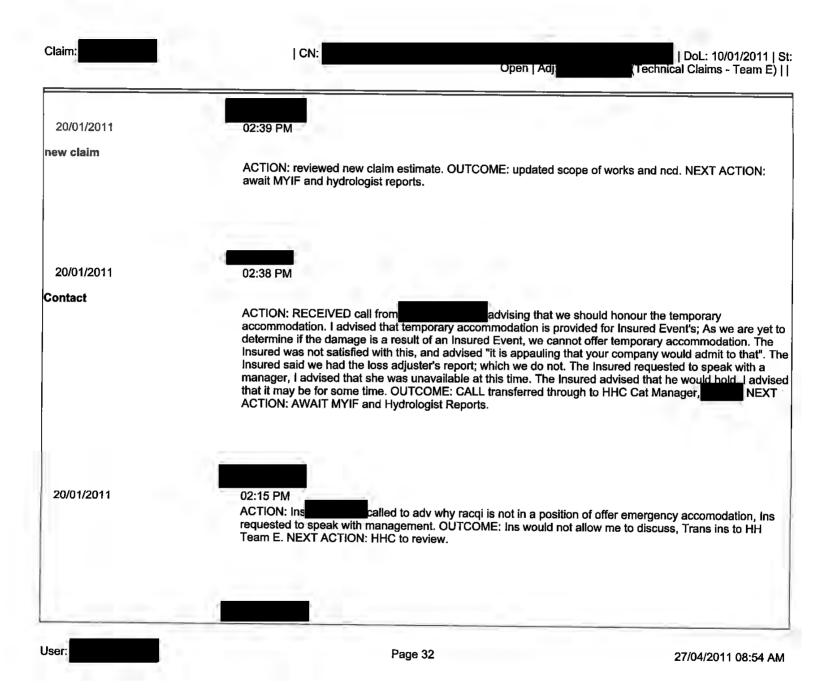
Claim) CN:	Open Adj:	DoL: 10/01/2011 St: Technical Claims - Team E)

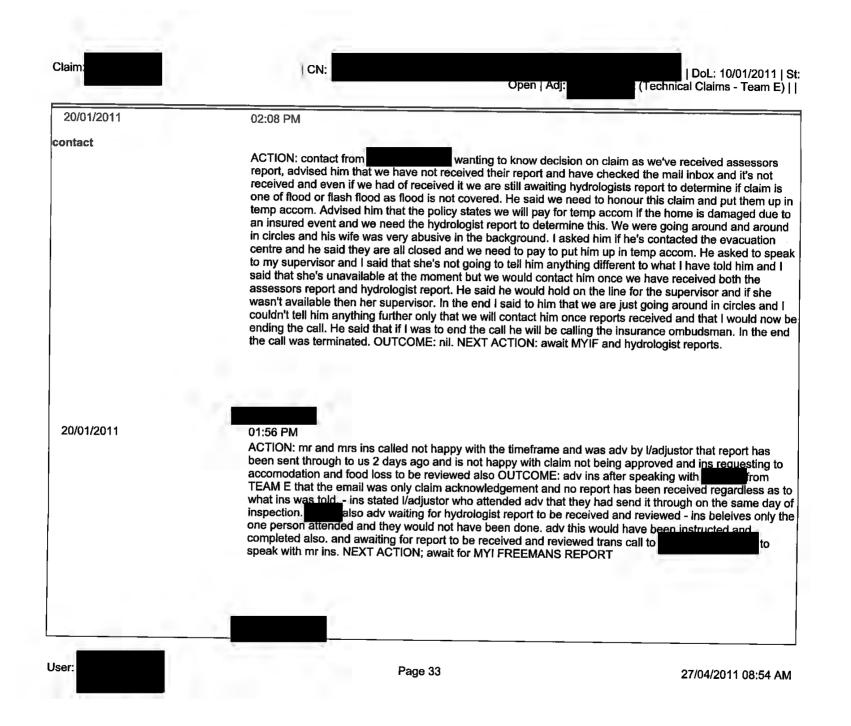


Claim	CN:	Open Adj:	DoL: 10/01/2011 S Technical Claims - Team E)
25/01/2011	02:15 PM		
CLAIM ENQUIRY	she is demanding emergency ac OUTCOME tried to calm ins dow	comodation this afternoon , as her ch n and explained the \$20 million to he hey can emergency accomodation no	er and then husband came on the
25/01/2011	11:36 AM		
nsured Phoned	claim was paid. In that circumstal has advised that in this circumstal do have a toilet, however they're which they are currently living in it the premises, and pointed out that was under water before the Bren accommodation if a hydrologist is 24 hours. The Insured wanted to attending her property specifically land, and her property is complet accommodation, as the evacuatio that her child (10yr old) is having advised that RACQ are choosing	Ince they are living in a borrowed bus utilizing the neighbours facilities. The is "absolute ****". The Insured's do not at they called prior to Ipswich being fi- ter River came up. Insured advised the s not attending until mid-feb, or for a I know when a hydrologist would be o y. The Insured advised that these rep ely different. The Insured advised that on centres out there have been close accidents (soiling themself) due to the not to do the right thing, and its not fi- commodation, as what is happening	ea of the home to live in. The Insured s, with no kitchen or bathroom. They e Insured advised that the situation ot have the money to properly clean ooded. The Insured claims her house hat she wants either temporary hydrologist to attend within the next out. I advised that they would not be ports will be based on the lay of the at they need emergency d down. The Insured also advised he trauma of this event. The Insured far for this to take a month. RACO
lser:	Pag	je 29	27/04/2011 08:54 AM

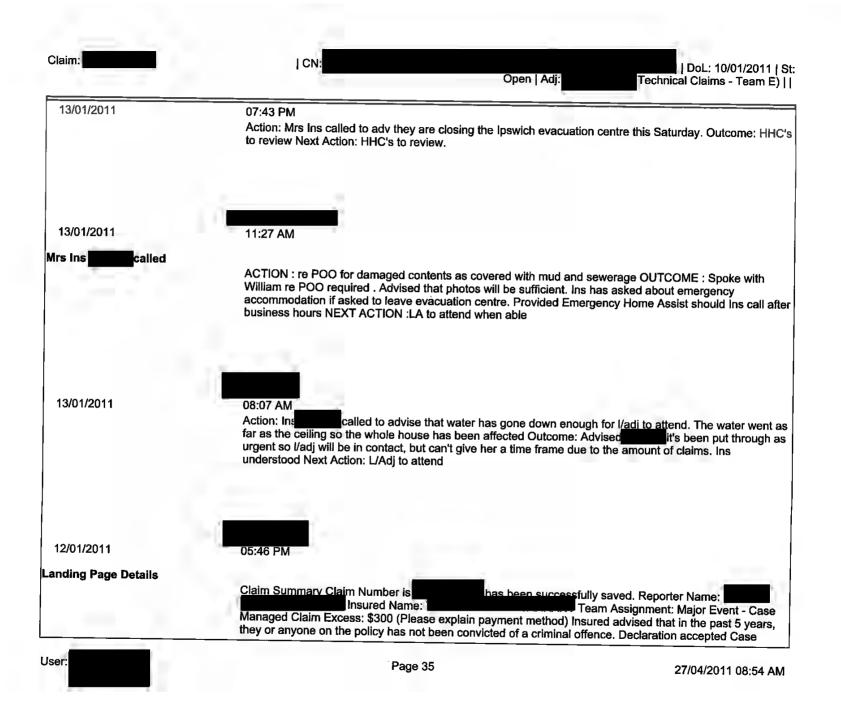


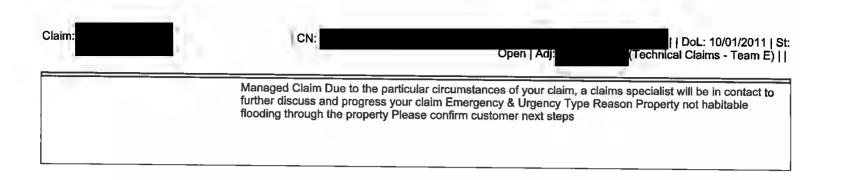
Claim:	CN:	Open Adj:	DoL: 10/01/2011 St Technical Claims - Team E)
24/01/2011	03:38 PM		
Ins Called	through to in hhc who adv st	ne will look into this and call ins ba I enough that <u>she c</u> annot live in he	we will be using. OUTCOME: Called ck. Adv ins of this who was very r home and she cannot find out if she ss NEXT ACTION: Await outcome of
21/01/2011 Contacted MYI Freemans	02:41 PM		
	ACTION: Contacted MYI to enquire advised MYI attended on the 18/1 a Report	and their report should be received	ty OUTCOME: Spoke to Herene who 24/1 NEXT ACTION: Await MYI
20/01/2011	04:16 PM		
Discussion with Insured	and again explained to the Custom are making every effort to have the	ommodatin requirements for define er that although we are awaiting lo se docs submitted to us as soon a em accordingly. Insured still did no ction: Reitterating that we are doin	t appear satisfied with this, and an at
Jser:	Page	31	27/04/2011 08:54 AM





Claim:	CN:	Open Adj:	DoL: 10/01/2011 S Technical Claims - Team E)
19/01/2011	09:13 AM		
TIME FRAMES QRY	ACTION: Insd called to check prog of	claim ¿ she adv had been seen	by MYI Freemans and they would be
	sending a rpt through 18/01/11 - adv t file and claims had reviewed she woul report from L/Adjusting	Dat we had not received at this o	point - once this had been unleaded to
14/01/2011	11:06 AM		
.oss Adjustment Appointment	Action: Claim details sent to MYI Free arrange alternative accommodation. O MYI Freemans. Please disregard auto	Utcome: No outcome as vet. Nev	I MYI Freemans contact Insured to xt Action: HHC to await report from
14/01/2011	10:10 AM		
nquire			
	Action: ins has called to enquire on wh closing on the weekend. Outcome: Spo area. Ins adv that these version going to the church's. Spoke to area in L/ad urgent and was adv that the ins can co they're options with them. Next action;	oke to the school of the schoo	adv of the other evac centres in the ls closing and every one lese going
ser	Page 34		27/04/2011 08:54 AM



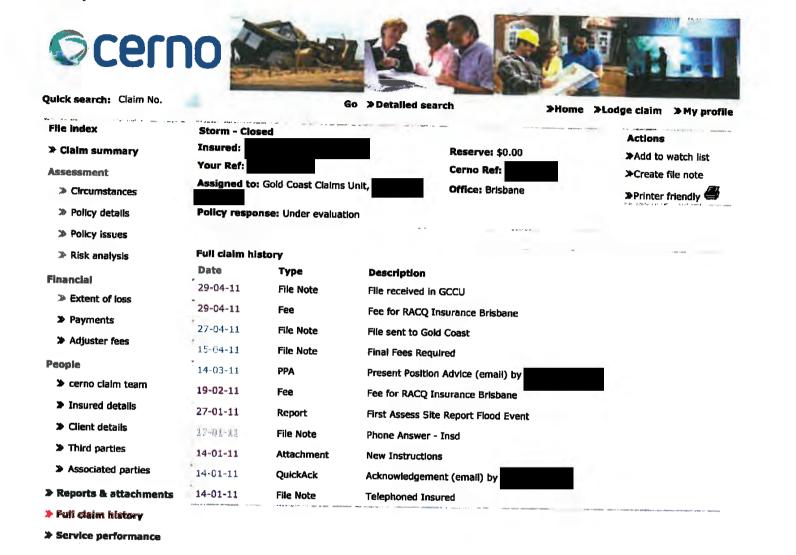




27/04/2011 08:54 AM

Exhibit 5

::: ClaimNet - Full claim history :::



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https://extranet.freemans.com.au/claim_history.jsp

05/10/2011

Page 1 of 1

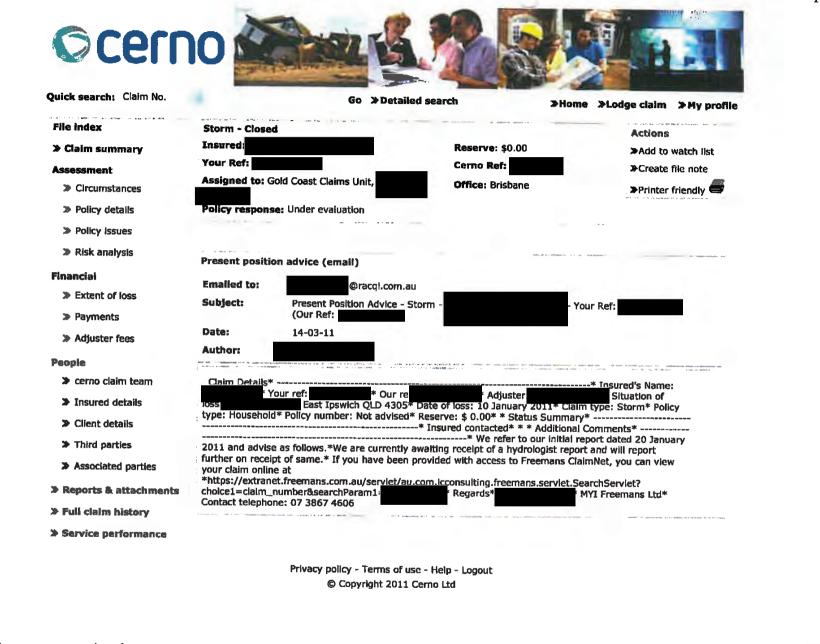
::: ClaimNet - Acknowledgement (email) :::

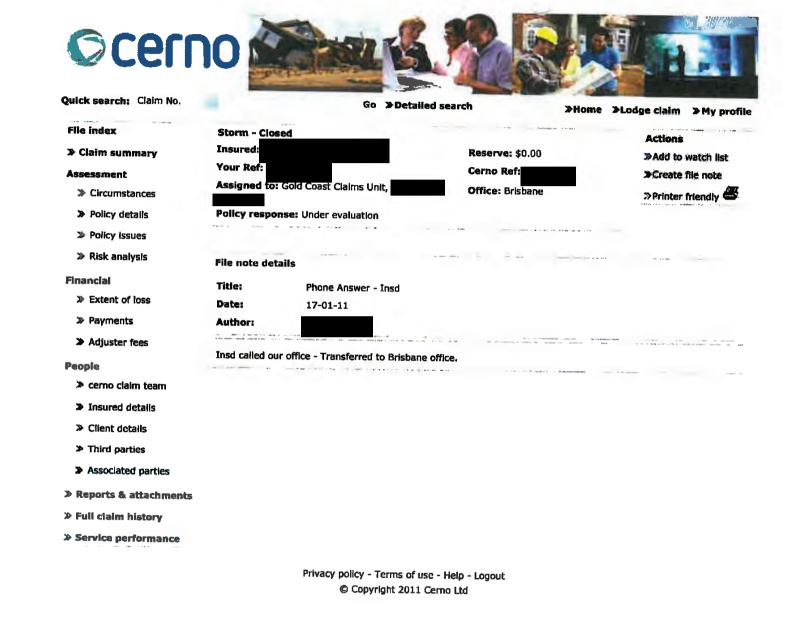
Ocerno Quick search: Claim No. Go >Detailed search >Home >Lodge claim > My profile File index Storm - Closed Actions Insured: Reserve: \$0.00 > Claim summary >Add to watch list Your Ref: Cerno Ref: Create file note Assessment Assigned to: Gold Coast Claims Unit, **Office:** Brisbane Circumstances >Printer friendly Policy response: Under evaluation Policy details Policy Issues Risk analysis Acknowledgement (email) Financial Extent of loss **Emailed to:** @racqi.com.au Subject: Acknowledgement - Storm -> Payments Your Ref: (Our Ref: Instructing oncer: nousenoid Claim Adjuster fees Date: 14-01-11 Author: People * * * * * * > cerno claim team 1. San FM - Bill of comparison of the spin-steel of the state of th Insured: Ms Situation of loss: East Ipswich QLD 4305* Your ref: Insured details Instructing officer: Household Claims* Our ref: Office: MYI Freemans Brisbane* Phone no: 07 3867 4600* Fax no: 07 3867 4699* Email: brisbane@mylfreemans.com.au* Thank you for Client details your instructions, we acknowledge receipt of your claim. *If you have been provided with access to Freemans ClaimNet, you can view your claim online at Third parties *https://extranet.freemans.com.au/serviet/au.com.icconsulting.freemans.serviet.SearchServiet? choice1=claim_number&searchParam1= Please note immediate access attempts may be Associated parties unsuccessful due to job transfer timing. If so please allow further time, * In the meantime if you have any queries, please do not hesitate to contact me. * Regards MYI Freemans Brisbane > Reports & attachments > Full claim history Service performance Privacy policy - Terms of use - Help - Logout Copyright 2011 Cerno Ltd

https://extranet.freemans.com.au/quick_ack.jsp

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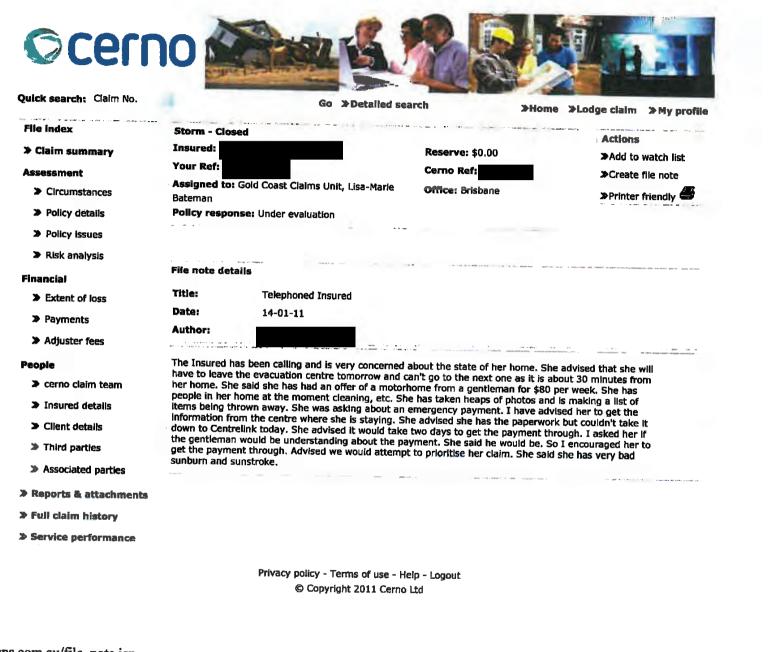
Page 1 of 1





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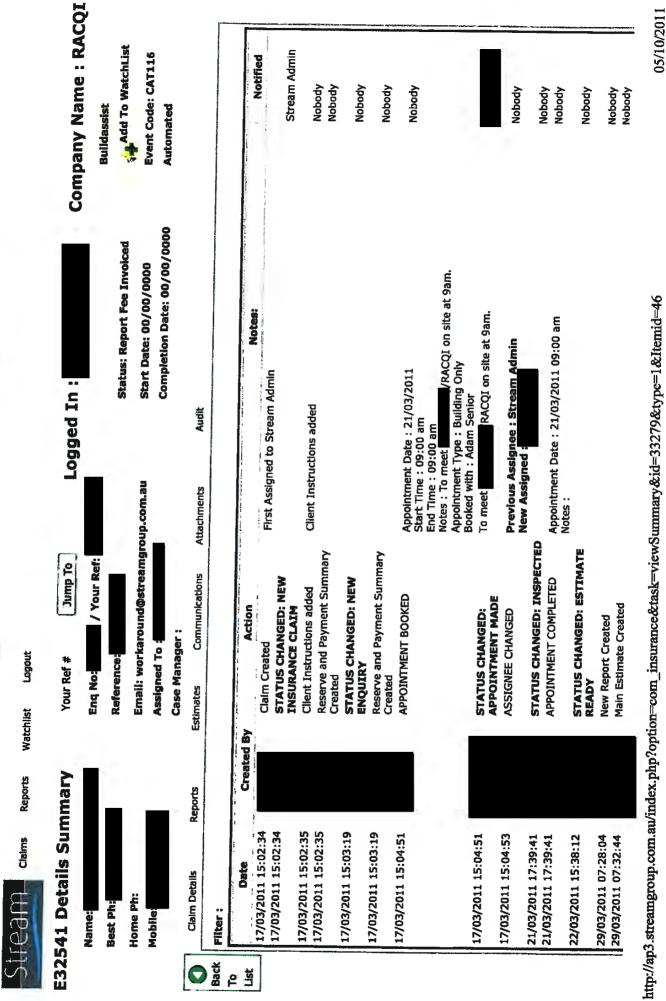


Page 1 of 1

Exhibit 6



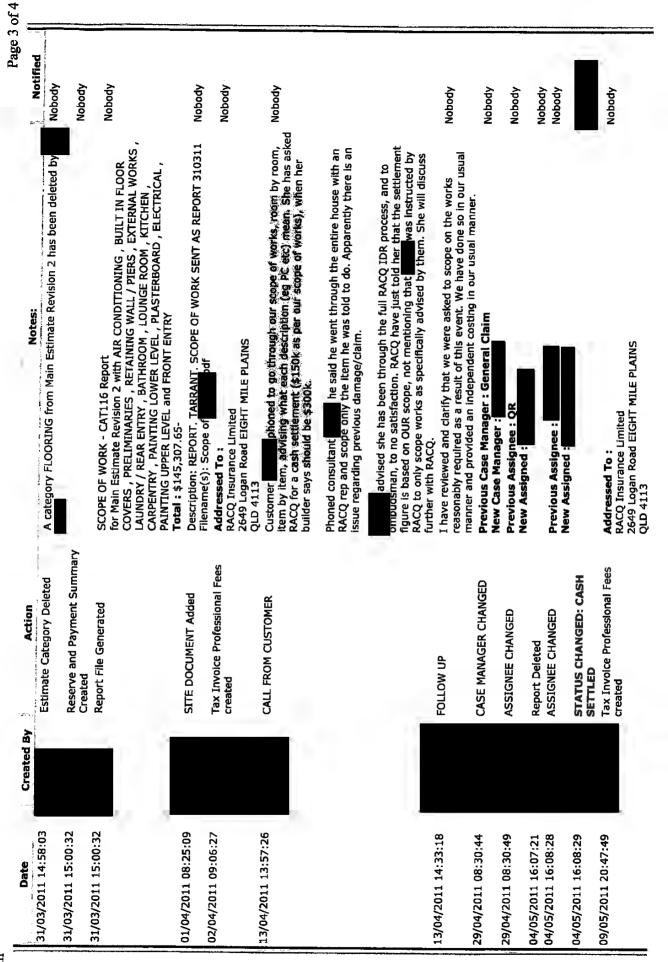




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Date Created By	y Action		Page 2 of 4	4
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29/03/2011 08:11:19	Estimate Category Deleted		Nobody	
29/03/2011 08:11:29	Estimate Category Deleted		Nobody	
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29/03/2011 00-53-18		nate has been deleted by	Nobody	
	ASSIGNEE CHANGED	: Adam Senior	Nobody	
20/02/2011 00:52:10		New Assigned : QR		
81:55:60 TTDZ/50/62	STATUS CHANGED: REVIEW		Mohody	
	KEPORT			
50:52:/1 II02/E0/62	New Report Created			
31/03/2011 06:22:55	Estimate Category Deleted	A category EXTERNAL WORKS from Main Estimate has been delated bu		
		1	Abogon	
31/03/2011 13:30:24	Reserve and Payment Summary			
	Created			
31/03/2011 13:30:24	Report File Generated	First Report - CAT116 Report	Nobody	
		for Main Estimate with AIR CONDITIONING, CONTENTS, BUILT IN FLOOR COVERS PREI IMINABLES DETAINING WAIL, PREDE COVERS		
		LAUNDRY / REAR ENTRY . BATHROOM . LOUINGE ROOM . KTTCHEN		
		CARPENTRY , PAINTING LOWER LEVEL , PLASTERBOARD , ELECTRICAL		
		PAINTING UPPER LEVEL and FRONT ENTRY		
31/02/2011 13:20:51		Total : \$151,485.25-		
	EMAIL 10 CLIENT - REPORT Sent	m: @streamgroup.com.au	Nobody	
		qi.com.au		
		Subject: YOUR REF:		
		Content : Dear Claims Team,		
		STREAM DEE		
		CLIENT REF:		
		we reter you to the abovementioned matter.		
		Please find attached our report for your consideration		
		Kind regards,		
		Stream buildassist™		
		Claims Team		
				
		ATTACHMENTS		
31/03/2011 13-20-28	THATIS CHANCES - TROUT	.pdf		
	SENT		Nobody	
31/03/2011 13:31:11	STATUS CHANGED: AWAITING		Mobody	
	POLICY RESPONSE	_	60000	
31/03/2011 14:21:36	New Report Created		Nobodv	
	Main Estimate Revision 1 Created		Nobody	
16:/6:4T TTOZ/60/TC	Main Estimate Revision 2 Created		Nobody	
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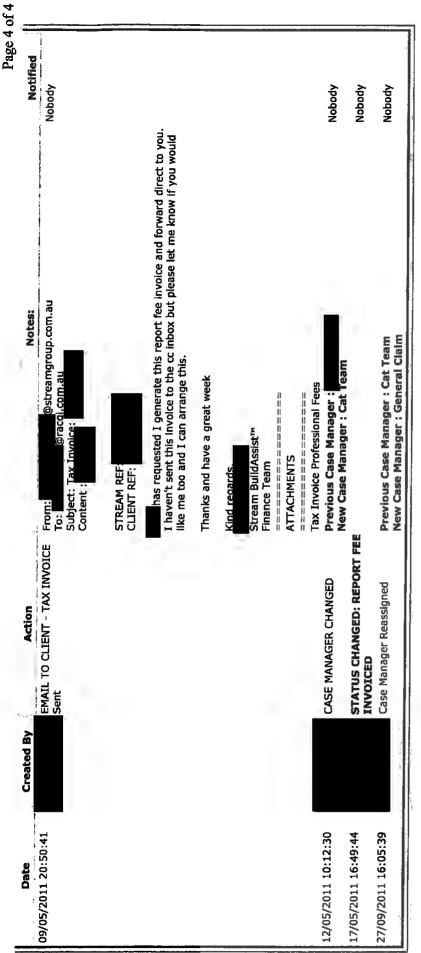


Exhibit 7

Chronology regarding Mr and Mrs

Date of Contact	Mode of communication	Details of Communications and events
10/01/11	N/A	Mr and Mrs the second by inundation.
11/01/11 11.25pm	Telephone	Mrs informs RACQ Insurance of the damage to her property. She states that the flooding hasn't come up into most of this area, but that their drainage has not taken the water and it has broken into the inside of the house. She further states that when they left the house the water was just starting onto the second level. She is advised that a claims specialist will be in contact to discuss and progress the claim. The property is recorded as not being habitable.
12/01/11 5.46pm	Telephone	RACQ Insurance calls Mrs Constant to take further details and formally lodge the claim. Mrs Constant states that the flooding began around 8.00am or 9.00am on 10/01/11 with rain 24 hours before the flooding started. ClaimCenter shows the creation of the claim – claim number
13/01/11 8.07am	Telephone	Mrs calls RACQ Insurance to advise that the water has gone down enough for the loss adjuster to attend. She says the water went as high as the ceiling upstairs so the whole house has been affected. RACQ Insurance advises her that the claim has been put through as urgent and the loss adjuster will be in contact, but that a time frame cannot be given because of the volume of claims received.
13/01/11 11.27am	Telephone	Mrs calls regarding proof of ownership of damaged contents. She advises that their contents had been covered in mud and sewerage. RACQ Insurance advises her that photographs of the contents are sufficient. She also asked about emergency accommodation if they were requested to leave the evacuation centre. She was provided with "Emergency Home Assist" should they need to call after business hours.
13/01/11 7.43pm	Telephone	Mrs calls to say the Ipswich Evacuation Centre is being closed on Saturday (15/01/11).

Date of Contact	Mode of communication	Details of Communications and events
14/01/11 10.10am	Telephone	Mrs calls RACQ Insurance to enquire about accommodation as the Ipswich Evacuation Centre is closing down on the weekend. She is advised of the other evacuation centres in the area. She says these are all going to be filling up due to all the schools closing and everyone else going to the church evacuation centres. She is advised that the loss adjuster will be notified this claim is urgent. She is also advised that she can contact MYI Freemans if they have not heard anything by lunchtime to discuss their options with them.
14/01/11 11.06am	Email	RACQ Insurance sends claim details to MYI Freemans marked urgent. The email provides: "Insured has called this morning seeking alternative accommodation as is unable to source this herself. Insured stated the evacuation centre she is staying in is being closed on Saturday and the other evacuation centres are too far to go to. Please contact Insured to arrange an urgent assessment." Note: the ClaimCenter entry for this event is not accurate.
14/01/11 4.18pm	Email	MYI Freemans sends email to RACQ Insurance acknowledging receipt of instructions.

Date of Contact	Mode of communication	Details of Communications and events
14/01/11	Telephone	MYI Freemans calls Mrs returning her call. She says that she has to leave the evacuation centre tomorrow and can't go to the next one as it is about 30 minutes from her home. She states that she has had an offer of a motor home for \$80.00 per week. She says she has people in her home cleaning at the moment and has taken photos and is making a list of items being thrown away. She asks MYI Freemans about the availability of an emergency payment and is advised to get information from the Centre where she is staying. Mrs says that she has the paperwork but couldn't take it to Centrelink today and has been advised it will take two days to get a payment through. There is a discussion of whether the motor home can be arranged now and paid for once emergency payment comes through. MYI Freemans advises they will attempt to prioritise her claim.
17/01/11	Telephone	MYI Freemans notes show that Mr/Mrs calls MYI Freemans.
18/01/11	N/A	MYI Freemans attends the property and carries out their initial inspection.
19/01/11 9.10am	Telephone	Mrs calls RACQ Insurance to check the progress of their claim. She is advised that RACQ Insurance has not yet received the MYI Freemans report but that once it has been received it will be uploaded to the claim file and reviewed and she will then be contacted.

Date of	Mode of	Details of Communications and events
Contact	communication	
20/01/11 1.43pm	Telephone	Mr and Mrs call RACQ Insurance. They state they are not happy with the timeframe and that they have been advised by the loss adjuster that the report was sent to RACQ Insurance two days ago. They also request that their accommodation and food loss claims be reviewed. They are advised that RACQ Insurance has not received a report from MYI Freemans. They say that the loss adjuster who attended at the property told them the report would be sent to RACQ Insurance that same day. RACQ Insurance advises them that they are also waiting on a hydrology report before the claim can be decided. Mr and Mrs during advise that there has only been one attendance at their property. The call is transferred to a member of the household claims team.
20/01/11 1.53pm	Telephone	Upon the call being transferred, Mr asks what the decision is on their claim on the basis that the loss adjuster's report has been received. He is informed that the report has not been received and further that RACQ Insurance is still awaiting the hydrology report to determine if the claim relates to flood or flash flood, as flood is not covered. Mr says that RACQ Insurance has to honour the claim and put them in temporary accommodation. He is told that the policy covers temporary accommodation if the home is damaged due to an insured event and that a hydrologist's report was required to determine if this is the case. Mr says he wants to speak to a supervisor and is told that a supervisor is not available and could not tell him anything other than what he has already been told. Mr states that if the call is ended without him speaking to a supervisor he will be calling the Insurance Ombudsman. The call is ultimately terminated.
20/01/11 2.15pm	Telephone	Mr calls to ask why RACQ Insurance is not in a position to offer emergency accommodation. He requests to speak with a senior manager. The call was transferred to the household claims team.

Date of Contact	Mode of communication	Details of Communications and events
20/01/11 2.38pm	Telephone	Upon the call being transferred Mr states that RACQ Insurance should honour the temporary accommodation cover in the policy. He is advised that temporary accommodation is provided for insured events and as it has not yet been determined that the damage was the result of an insured event temporary accommodation cannot be given. The insured requests to speak with a manager. The call is transferred to RACQ Insurance Operations Manager Mr is again advised that for the temporary accommodation benefit to be available there must be an insured claim. He is told that RACQ Insurance is awaiting the loss adjusting and hydrology reports but it is making every effort to have those documents submitted as soon as possible so that a decision on the claim can be made and the informed accordingly. Ms reiterates that RACQ Insurance is doing everything possible and will communicate with Mr as soon as possible.
21/01/11	Telephone	RACQ Insurance contacts MYI Freemans to enquire if they have assessed the insured's property. MYI Freemans advises RACQ Insurance that they attended the property on 18/01/11 and their report should be received by 24/01/11.

Date of Contact	Mode of communication	Details of Communications and events
24/01/11 3.32pm	Telephone	Mrs calls RACQ Insurance enquiring as to the name of the hydrologist they have engaged. She is advised that a member of the household claims team will look into this and call her back. Mrs says that the assessor from MYI Freemans has told her that RACQ Insurance is using Water Technology for its hydrology investigations, and she has called them and been informed that they do not have Mr and Mrs on a list to have a report prepared for their property. Mrs is transferred through to the household claims team.
		Once the call has been transferred, Mrs states that Water Technology have told her that they have no instructions from RACQ Insurance to prepare any reports dealing with Ipswich. Mrs states that an individual report is needed for her property because it was already inundated before the Bremer River flooding occurred. Mrs repeats her request for temporary accommodation and is informed that RACQ Insurance are unable to assist with this until a hydrology report has been obtained and their claim determined.
24/01/11 4.00pm	Telephone	RACQ Insurance calls Mrs to inform her that until the hydrology report has been received, her claim cannot be progressed. Mrs indicates she has contacted Water Technology and been told by them that they had not at that stage been given a list of properties to investigate in Ipswich. Mrs is asks when the property will be investigated and asks for details of the hydrologist who will be inspecting the property. Mrs is states that a regional report is not appropriate for their property. The operator indicates that he would look into the issue and hopefully call Mrs is back the next morning.

Date of Contact	Mode of communication	Details of Communications and events
25/01/11 9.54am	Telephone	Mrs calls RACQ Insurance. She says she has been waiting for a call back from the household claims team about the hydrologist who is to attend at her property. She is informed that at this stage it appears the hydrology reports won't be available until February. Her call is transferred to the household claims team.
		Upon the call being transferred Mrs states that her house was flooded in 2008 and that her claim had been paid but that on that occasion they could still live upstairs. She states that she wants either temporary accommodation if a hydrologist is not attending until mid-February or for a hydrologist to attend within the next 24 hours. She says that she needs emergency accommodation as the evacuation centre has been closed down and her 10 year old child is soiling himself due to the trauma of the event. Mr and Mrs claim is referred to the Operations Manager, for action.
25/01/11 11.00am	Email	The Financial Ombudsman Service (FOS) emails RACQ Insurance Dispute Resolution notifying that the service have lodged a dispute with FOS but that the dispute does not appear to have been through RACQ Insurance's IDR process and so the dispute is referred to RACQ Insurance. The dispute summary provided by FOS states that the are concerned about delays and that they are homeless and require emergency accommodation for basic living needs.
25/01/11 2.07pm	Telephone	Mrs calls RACQ Insurance. She is demanding emergency accommodation this afternoon. Mrs says that the PDS permits them to have emergency accommodation. The claim is transferred to RACQ Insurance's Customer Dispute Resolution Manager.

Date of Contact	Mode of communication	Details of Communications and events
25/01/11 2.40pm	Telephone	Mrs speaks with RACQ Insurance's Customer Dispute Resolution Manager. He stresses that RACQ Insurance has not made a decision on the claim as yet and that a hydrologist report is required still. Mrs states that she has been told that this will not be until mid-February and they are in urgent need of accommodation. Mr slass speaks with RACQ Insurance's Customer Dispute Resolution Manager, and refers to the fact that he has a copy of the PDS 01/11 and that he believes that under it they are entitled to payment. RACQ Insurance states that they will consider whether their circumstances fall within the Financial Hardship section of the Code of Practice and, if so, whether they are entitled to an advance payment. RACQ Insurance undertakes to contact the specific again that afternoon to confirm the timeframe.
25/01/11 4.49pm	Email	RACQ Insurance's Customer Dispute Resolution Manager emails MYI Freemans stating that RACQ Insurance has received a request for payment of Financial Hardship from the and that he needs to urgently speak with the assessor to obtain information as to his observations during attendance in order to make a decision.
25/01/11 4.49pm	Telephone	RACQ Insurance calls the manual but the call is disconnected with no provision for voicemail.
27/01/11 10.24am	Email	MYI Freemans emails its site report to RACQ Insurance. The report is dated 20/01/11.
27/01/11	Telephone	RACQ Insurance's Customer Dispute Resolution Manager speaks to the in the morning to obtain further information and calls back twice in the afternoon to try to give them an update on their request for Financial Hardship payment.
27/01/11 5.39pm	Telephone	RACQ Insurance's Customer Dispute Resolution Manager speaks with from MYI Freemans and obtains details of their site inspection.

Date of Contact	Mode of communication	Details of Communications and events
28/01/11	Telephone	RACQ Insurance's Customer Dispute Resolution Manager telephones Mrs and advises her that on the information available to RACQ Insurance there is not sufficient information for RACQ Insurance to consider making a payment for Financial Hardship. Based upon discussions with the loss adjustor who has inspected their property and more than 15 others in the immediate area, RACQ Insurance is of the preliminary opinion that the damage is probably due to flood and not flash flood. Mrs states that she expected that would be the case and that what she wants is emergency accommodation. RACQ Insurance explains that until it is determined that the policy responds this is not available and that RACQ Insurance is awaiting a hydrology report. RACQ Insurance's Customer Dispute Resolution Manager advises Mrs that if she wishes to dispute the decision not to allow temporary accommodation he can refer the complaint to the appropriate person to review and respond which is explained to be the first step in the dispute process. Mrs says yes she wishes to pursue a complaint and that she will not accept an area hydrologist report as the circumstances of their loss are different.
28/01/11	Letter	RACQ Insurance writes to Mr and Mrs informing them that their request for Financial Hardship has been considered but that it has been determined they were not entitled to urgent financial assistance. Mr and Mrs are advised of their right to seek an internal review and a Customer Information Sheet is provided.
30/01/11	Email	The Customer Dispute Resolution Manager sends an email to the Complaints Manager, about the complaint made by the insured requesting her to review and respond.
01/02/11	N/A	RACQ Insurance reviews the decision not to make a payment for Financial Hardship and a decision is made to make a payment for Financial Hardship. This was not prompted by the intervention of anyone else; it was an RACQ Insurance initiated decision.

Date of Contact	Mode of communication	Details of Communications and events
01/02/11 12.27pm	Telephone	RACQ Insurance telephones and offers him an advance payment of \$5,000.00 upon further consideration of their claim for Financial Hardship. Mr accepts the offer.
01/02/11	Letter	RACQ Insurance writes to advance confirming the advance payment of \$5,000.00 which is expressed to be made subject to the terms of the policy and without admission by RACQ Insurance. The letter by mistake bears the date "28 January 2011".
01/02/11 4.45pm	N/A	The advance payment of \$5,000 is processed by RACQ Insurance for EFT payment.
07/02/11 3.53pm	Telephone	Mrs calls RACQ Insurance to ask for the email address for the CEO. She is told to send her email to the address racq@racq.com.au. She also asks when a hydrologist has been booked for her property. The call is transferred to the dedicated response team. Once the call is transferred, Mrs is told that RACQ Insurance is waiting for regional hydrology reports to come back before it can decide claims. Mrs states that a regional report will not cover their property. Mrs says that she has obtained preliminary legal advice as she is not happy with the way RACQ Insurance is handling their claim. at RACQ Insurance informs Mrs that she is their case manager and she will be happy to assist with any future questions.

Date of Contact	Mode of communication	Details of Communications and events
10/02/11	Letter	RACQ Insurance writes to Mrs and informs her that the internal dispute resolution committee has reviewed her complaint and that the committee agrees with the claims department's decision that before RACQ Insurance can determine whether the policy responds to her claim, the claims department requires a hydrologist's report to verify whether the claim is a result of an insured event. Mrs is advised that if she is dissatisfied with the internal dispute resolution decision the dispute can be referred to the Financial Ombudsman Service Ltd and details of how to do this are provided.
11/02/11 6:18pm	Telephone	the Event Manager of the Dedicated Response Team reviews Mr and Mrs claim. Mr subsequently contacts Mr and advises that they are still awaiting the hydrology report for the Ipswich region, but RACQ Insurance has decided to have an individual site inspection report completed on the property.
11/02/11 6:57pm	Telephone	RACQ Insurance receives a call from Mr in which he advises that the are participating in a television interview later that night and are likely to be asked when the Ipswich hydrology report was expected. Mr in offers to communicate any information on behalf of RACQ Insurance and RACQ Insurance declines the offer to comment.
14/02/11	Letter	RACQ Insurance's solicitors instruct Water Technology to provide an individual report in relation to Mr and Mrs property at East Ipswich.
16/02/11 2.30pm	Telephone	RACQ Insurance calls Mr and informs him that the hydrologist intends to inspect Mr and Mrs premises today if this is suitable.
16/02/11	N/A	Water Technology inspect the insured's property.

Date of Contact	Mode of communication	Details of Communications and events
21/02/11	Letter	Rachel Nolan, MP for Ipswich writes to Bradley Heath, CEO RACQ Insurance making representations on behalf of Mr and Mrs
24/02/11 11.14am	Telephone	Mrs calls RACQ Insurance. Her call is lost while being transferred to the household claims team.
24/02/11 11.31am	Telephone	RACQ Insurance calls Mrs Mrs minimum is advised that RACQ Insurance has not yet received the hydrology information specific to their property and so cannot determine their claim at this time. Mrs minimum is advised that the hydrologist is working hard to progress the information as quickly as possible and that RACQ Insurance will need to give full consideration to the matter before any decision can be made.
24/02/11	Letter	RACQ Insurance writes to Rachel Nolan, MP for Ipswich about Mr and Mrs claim. RACQ Insurance advises that a \$5,000 emergency advance payment has been made and a hydrology inspection conducted on 16/02/11.
25/02/11 time	Telephone	RACQ Insurance calls Mr and updates him on progress. Mr is advised that the hydrology investigations are not yet complete and that RACQ Insurance is aiming to have the matter finalised next week. It is agreed with Mr that RACQ Insurance will update him next week.
27/02/11	Email	Mrs sends an email to the CEO of RACQ Insurance, Bradley Heath explaining her circumstances and asking that the matter be resolved immediately.
01/03/11 8.04am	Email	Mrs sends an email to the CEO of RACQ Insurance, Bradley Heath, demanding a decision on their claim by the end of the day.

Date of Contact	Mode of communication	Details of Communications and events
01/03/11 1.29pm	Letter	Bradley Heath sends a letter to Mrs by email responding to her emails of 27/02/11 and 01/03/11. The letter advises that RACQ Insurance is still waiting for the outcome of hydrological investigations.
01/03/11 4.03pm	Email	Mrs sends an email to Bradley Heath responding to his letter. She asks when a decision will be made on their claim and states that the emergency accommodation benefit is available regardless of whether their claim is accepted. She says that she suspects the individual hydrology report for her property is being delayed because Water Technology will make more money preparing their report for the Ipswich region.
02/03/11 5.15pm	Email	Mrs emails Bradley Heath asking for contact details of the hydrologist and urging that a decision be made on their claim.
03/03/11	Letter	RACQ Insurance sends a letter to Mr and Mrs The letter says that a decision should be made on their claim by 04/03/11.
03/03/11 1.38pm	Telephone	Mrs calls RACQ Insurance and asks to speak with Bradley Heath.
03/03/11 2.02pm	Email	Mrs sends an email to Water Technology (copy to Paul Pisasale) asking when the report on their property will be completed.
04/03/11	Email	RACQ Insurance receives Water Technology's site specific report for Mr and Mrs property under cover of legal advice from RACQ Insurance's solicitors dated 4 March 2011.

Date of Contact	Mode of communication	Details of Communications and events
04/03/11	Telephone	RACQ Insurance calls Mrs and informs her that a
4.03pm		decision has been made to accept their claim due to storm
		water run-off. RACQ Insurance confirms the cover for storm
		water run-off is limited to 50% of the sum insured and
		confirms the current sum insured. RACQ Insurance confirms
		that the are eligible for alternative accommodation
		under the policy. Mrs says that there is little rental
		accommodation available in Ipswich and they have pets which
		makes it more difficult. RACQ Insurance offers to make a
		further emergency payment of \$10,000 today by EFT in
		addition to the \$5,000 they have already been paid. Mrs
		accepts this offer. Mrs says that she and Mr
		will now investigate alternative accommodation
		options over the weekend and discuss with RACQ Insurance
		further early next week. RACQ Insurance asks whether Mr
		and Mrs have a preferred builder for their repairs and
		Mrs says that they would prefer to cash settle their
		claim. RACQ Insurance says that they are happy to work with
		her to do this. Mrs says that she had received some
		preliminary verbal advice that an engineer would need to
		inspect their house. Mrs says that some of the
		damage was caused by overflowing gutters from excess rain
		and will not be subject to the limitation under the policy for
		damage caused by stormwater run-off.

Date of Contact	Mode of communication	Details of Communications and events
06/03/11	Email	 RACQ Insurance sends an email to Mr and Mrs confirming the conversation on 4 March and that: RACQ Insurance has accepted their claim; the PDS limit for storm water run-off at 50% of the sum insured is applicable; an advance payment of \$10,000.00 will be made in addition to the \$5,000.00 previously paid and that that amount (the \$10,000) would be deducted from the agreed settlement; the mathematicated that they will investigate alternative accommodation options over the weekend; RACQ Insurance will progress quantification process for building and contents; and during the conversation Mrs had expressed their desire to receive a cash settlement for the claim.
07/03/11 2.35pm	Email	Mrs sends an email to Bradley Heath of RACQ Insurance and others complaining that comments left by her family have been removed from RACQ's Facebook page. She voices other complaints but advises that set at RACQ Insurance has been polite and helpful.
07/03/11 5.19pm	Telephone	RACQ Insurance calls Mr to progress the claim. Mr advises that they are still discussing some aspects and will call RACQ Insurance back the next day to discuss further.
08/03/11 12.06pm	Email	Bradley Heath sends an email to Mrs acknowledging her concerns raised in her email of 07/03/11 and assuring her, amongst other things, that RACQ Insurance is working very hard to determine claims outcomes for its customers.
08/03/11	Telephone	Mr leaves a message requesting RACQ Insurance to call back on Mrs mobile number.
08/03/11 12.42pm	Telephone	RACQ Insurance calls Mrs mobile number but there is no answer.

Date of Contact	Mode of communication	Details of Communications and events
08/03/11 5.08pm	Telephone	RACQ Insurance calls Mrs mobile number but there is no answer.
08/03/11 5.14pm	Email	RACQ Insurance sends an email to Mrs advising that they have been unable to reach her on her mobile phone.
08/03/11 6.21pm	Email	Mrs sends an email to RACQ Insurance saying that she was meeting with a builder and asking for a call back from RACQ Insurance the next morning at 9.30am.
08/03/11 8.17pm	Email	RACQ Insurance sends an email to Mrs advising that they will call her tomorrow.
08/03/11 11.10pm	Email	Mrs sends an email to RACQ Insurance with a spreadsheet setting out their calculation of the amount of their contents loss.
09/03/11 9.30am	Telephone	RACQ Insurance calls Mr and Mrs to discuss their claim. They confirm they want a cash settlement of their claim and state that if the claim is not settled to their satisfaction they will proceed with legal action. Mr and Mrs state that their claim totals \$500,268.00 which they consider represents a fair settlement of the physical property loss. Mr states that if his offer is not accepted he will claim the whole amount of every additional benefit including demolition and redesign costs, additional living expenses and transfer of telephone lines, Foxtel, breakage of glass and uninsured visitors' contents. It is agreed that mether property on 10/03/11 for verification of evidence of storm damage and that set needs to be allowed to carry out the inspection without interference. Mr advises that his year old son, sha been having regular migraines and that he injured his wrist while trying to make the home liveable. He states that he will pursue these claims should the matter proceed down a legal path.

Date of Contact	Mode of communication	Details of Communications and events
10/03/11	In person	Site visit by RACQ Insurance employed Q & T loss adjuster.
11/03/11 4.50pm	Telephone	RACQ Insurance calls Mr following the site visit by the RACQ Insurance Q&T Loss Adjuster on 10/03/11. Mr is told that RACQ Insurance is now waiting for a detailed report but that RACQ Insurance wants to have an engineering inspection completed on the home, particularly the stumps. It is agreed with Mr that RACQ Insurance will arrange for an engineering inspection for the following week. An inspection report is prepared by an RACQ Insurance Q&T Loss Adjuster based on his inspection on 10/03/11.
14/03/11 10.15am	Email	RACQ Insurance emails instructions to Intelara Engineers to inspect Mr and Mrs property.
15/03/11 2.04pm	Telephone	Mrs calls RACQ Insurance to discuss the claim. She requests an update from Q&T's visit. Mrs is informed that RACQ Insurance is finalising arrangements for an engineer's inspection and will confirm details as soon as possible and that once the schedule appears to be completed RACQ Insurance will be in a position to make a settlement offer. Mrs says that Mr will call later to discuss the claim.
15/03/11 4:55pm	Telephone	Mr calls RACQ Insurance regarding the claim and expresses his frustration with not being able to progress the claim following such a lengthy wait. RACQ Insurance explains that it is moving quickly to quantify the loss for both building and contents to be able to make a settlement offer. Mr requested that consideration be given towards a substantial payment towards the claim (half of the \$500,268 that he had previously put forward) to allow them to commit to future expenses that will be experienced in the process of reinstating their home. RACQ Insurance states that they will consider this request and will respond before the end of the week.

Date of Contact	Mode of communication	Details of Communications and events
16/03/11 10.40am	Email	Mrs emails RACQ Insurance requesting information about their 2008 claim and asking for information about the assessment process.
16/03/11 1.54pm	Telephone	An RACQ Insurance Q & T loss adjuster calls Mrs to arrange for a site meeting for the engineer and Stream. Mrs is informed that the engineer will be attending on 18/03/11 at 2:30pm and that Stream will be attending on 21/03/11 at 9:00am.
16/03/11 2.00pm	Email	An RACQ Insurance Q & T loss adjuster emails
17/03/11 2.58pm	Email	RACQ Insurance acknowledge Mrs request regarding the 2008 claim and agree to provide the requested information as soon as possible. The email also provides information about the assessment process for the claim.
17/03/11 2:59pm	Email	Mrs emails RACQ Insurance requesting copies of all documentation regarding to the 2008 claim and also requesting names of the people attending their property on 21/03/11. Mrs also requests copies of all documentation prepared by the builder regarding the property claims.
17/03/11 3:00pm	Email	RACQ Insurance emails Mrs providing the requested information regarding the site visit and noting that the documentation from the 2008 claim will be provided as soon as possible. In this email, RACQ Insurance also refers to a recent article in which Mrs is quoted as being told by RACQ Insurance that they will receive just 50% of the damage bill. The email confirms that this has never formed any part of any of RACQ Insurance's communications with either Mr or Mrs and that RACQ Insurance is moving as quickly as possible to quantify their claim in line with the coverage detailed in the policy.

Date of Contact	Mode of communication	Details of Communications and events
17/03/11 3.02 pm	N/A	Stream open file with appointment booked for 9.00am to meet from RACQ Insurance onsite.
17/03/11 11:58pm	Email	Mr sends an email to RACQ Insurance responding to the email of 3.00pm that day.
18/03/11 2.01pm	Email	RACQ Insurance sends an email to Mr
18/03/11	N/A	The engineer from Intelara inspects Mr and Mrs
21/03/11	N/A	Stream inspects Mr and Mrs
22/03/11 12.19pm	Email	Mrs emails RACQ Insurance asking for an update on the provision of documents from the 2008 claim.
23/03/11 12.08pm	Email	Mrs sends an email to RACQ Insurance chasing up the documentation relating to their 2008 claim.

Date of Contact	Mode of communication	Details of Communications and events
23/03/11 12.38pm	Email	Mrs sends an email to Bradley Heath complaining that the have not been able to access the emergency accommodation benefit because they do not know how long RACQ Insurance will pay for their accommodation or how much will be paid. They require an amount and a time from RACQ Insurance. She also complains that they still have not received the documents from the 2008 claim or the reports obtained by RACQ Insurance for the current claim other than the initial loss adjusting report. She complains that this loss adjusting report contains errors.
23/03/11 1.33pm	Email	RACQ Insurance sends an email to Mrs stating that the information regarding their 2008 claim was being collated as quickly as possible. The email also states that RACQ Insurance is still to receive both the engineer's report and the scope of work from Stream and that it will act upon that advice once it is received.
23/03/11 2.46pm	Email	RACQ Insurance sends an email to MYI Freemans requesting a copy of the 2008 claim and are advised that the file is archived and that MYI Freemans will advise RACQ Insurance on when it could be delivered as soon as possible.
24/03/11 3.52pm	Email	Bradley Heath emails Mrs advising that her comments in her email the previous day will be passed on to the person managing her claim.

Date of Contact	Mode of communication	Details of Communications and events
25/03/11 9.09am	Email	RACQ Insurance sends an email to Mr and Mrs providing a further update on the progress of their claims and their requests for documentation from the previous claim in 2008. The email states that the alternative accommodation benefit became available to the upon acceptance their claim on 04/03/11, that this was discussed at this time and that the were to investigate this further over the following weekend and advise RACQ Insurance of the outcome. The email refers to the fact that in their later discussion on 09/03/11 it was discussed with the the proposed offer for settlement for their claim would include this benefit, at which time the expressed the opinion that this coverage would form part of an overall cash settlement for the claim which RACQ Insurance agreed to include in the final offer. The email states that the maximum benefit (10% of the whole sum insured) should be applied, to which RACQ Insurance responded that this would be considered fairly and that the basis for any offer would include all of the circumstances and the information available including the estimated repair timeframes. The email states that, importantly, the benefit remains immediately available to the additional and the extent of coverage under the policy for that item is explained. The email states that RACQ Insurance appreciates the current rental market and the state is personal circumstances (pets, etc.) make it difficult, however that if the wish to pursue this, they should let RACQ Insurance know and it will be happy to manage it within their claim. The email states that alternatively an allowance will be made for this in the final settlement offer.

Date of Contact	Mode of communication	Details of Communications and events
		(continued) The email then refers to the loss adjusting report and to the comments to the CEO of RACQ Insurance. The email states that as previously explained, RACQ Insurance uses providers (loss adjusters) to determine only that a property was inundated and some general information in that regard and that the series are aware that for all other aspects, RACQ Insurance uses suitably qualified personnel to progress the claim including a hydrologist, an engineer, and building trade qualified consultants. The email states that as soon as that information has been collated RACQ Insurance will be in a position to calculate a final settlement offer for the main is to have this available for the series next week. The email states that the documentation in respect to the 2008 claim will be emailed to the series and that given the number of attachments that need to be included, it would be spread over a number of emails.
25/03/11 3.09pm	Email	RACQ Insurance receives documents from MYI Freemans regarding the 2008 claim.
25/03/11 3.24pm	Email	RACQ Insurance sends documents relating to the 2008 claim to Mr and Mrs by three emails.
30/03/11 1.27pm	Email	RACQ Insurance receives Intelara's engineering report including the scope of works for repairs. Structural repairs are required. The report is dated 28/03/11.
30/03/11 3.49pm	Email	Mrs emails RACQ Insurance following up on the progress of the scope of works, builder's report and engineer's report.
30/03/11 3.54pm	Email	RACQ Insurance emails Mrs responding to her enquiry and advising that not received to date and expected to be received this week.

Date of Contact	Mode of communication	Details of Communications and events
31/03/11 3.10pm	Email	RACQ Insurance receives the scope of works from Stream. The total figure is \$145,307.65.
31/03/11 5.09pm	Email	RACQ Insurance emails Mr and Mrs a settlement offer for their claim. Attached to the offer are copies of the engineer's report prepared by Intelara, the scope of works prepared by Stream and the report of RACQ Insurance's Q&T Loss Adjustor. The quantum of the offer is explained and the insured is given alternatives in respect of the building aspect of the claim. The offer states that the maximum allowance (50% of the sum insured for contents) has been applied as the loss schedules in respect of contents exceed the maximum allowance. In respect of alternative accommodation, the offer states that RACQ Insurance's initial enquiries with a local real estate office give an indication that the property may have rented for \$400 to \$450 per week but that in order to progress the claim an allowance has been made for \$500 a week for 6 months (26 weeks) even though the estimated repair timeframe to complete is 3 months. The offer was in the amount of \$225,007.65 (after application of \$300 policy excess) of which \$15,000.00 had already been paid by way of a payment of \$5,000.00 as a Financial Hardship payment on 1 February 2011 and \$10,000.00 under the contents as soon as the claim was accepted on 4 March 2011.

Date of Contact	Mode of communication	Details of Communications and events	
5/04/11	Television	 At a public meeting in Ipswich hosted by Bill Shorten, (wearing a shirt that identified RACQ) states that – "I'm annoyed the insurance company won't pay out"; and "I live in a tent, and I'm sleeping on a camp stretcher". This meeting is reported on ABC Lateline. 	
07/04/11	Television	The Channel Nine Today Show features year old showing around the showing around the show home and the tent he has been sleeping in. Ms says that "his childhood, to a degree, has been stolen, not by the flood water but RACQ". States on the show "100% not this 25% crap because I'm sick of it, I just want them to pay out now".	
13/04/11 9.55am	Telephone	RACQ Insurance telephones Mr and Mrs to follow up their response on the settlement offer. Mr mobile phone rings out with no direction to message bank. Mrs answers her phone but states that she needs to talk to Mr maximum and he will be back in approximately 45 minutes. RACQ Insurance agrees to call Mr maximum back later.	

Date of Contact	Mode of communication	Details of Communications and events
13/04/11 11.30am	Telephone	RACQ Insurance calls Mr to follow up on the settlement offer. Mr states that they are not ready to respond to the offer and that he will respond at a later time. RACQ Insurance reiterates the temporary accommodation aspect of the offer to which Mr responds that they haven't progressed this as they have not received any money for this from RACQ Insurance. RACQ Insurance states to Mr that the offer for temporary accommodation was made some time ago and this was included in the offer of settlement. Mr advises he will come back to RACQ Insurance when they are ready to respond to the settlement offer.
13/04/11 1.57pm	Telephone	Stream notes state that "Customer, phoned to go through our scope of works, room by room, item by item, advising what each description (eg PC etc) mean. She has asked RACQ for a cash settlement (\$150k as per our scope of works), when her builder says should be \$300k". Stream calls its consultant who says he prepared the scope of works on the basis of what the RACQ Insurance representative told him on site. Mrs dvises Stream she has been through the full RACQ Insurance IDR process and FOS without any satisfaction. She says that RACQ Insurance have told her the settlement figure is based on the Stream scope but did not mention that the Stream scope was limited by RACQI's instructions on site.
13/04/11 2.33pm	N/A	Stream reviews matter and concludes that scope of works was prepared on the basis of the works reasonably required as a result of the insured event and that an independent costing has been provided in the usual manner.

Date of Contact	Mode of communication	Details of Communications and events
13/04/11 5.05pm	Telephone	Mrs telephones RACQ Insurance and wants to speak to the Internal Dispute Resolution Team. RACQ Insurance advises her of the afterhours number and gives her some options as to how to contact IDR. Mrs says she will send an email marked to the attention of the Internal Dispute Resolution Team.
14/04/11 1.49pm	Website	RACQ issues "Get the Facts" on its website.
14/04/11 3.12pm	Email	Mr sends an email to RACQ Insurance replying to the email containing the settlement offer from 31/03/11 attaching the signed settlement offer.
14/04/11 4.56pm	Telephone	Mr calls Customer Dispute Resolution Officer at RACQ Insurance. Mr states that RACQ Insurance has information identifying his family on its Facebook page and he wants it removed straight away and that he is now receiving calls from the press and will respond via the press accordingly.
14/04/11	Telephone	A number of subsequent telephone messages are left with a number of RACQ Insurance staff by the second over the course of the evening regarding the "Get the Facts" posting.
14/04/11 7.48pm	Newspaper	The Courier Mail publishes a story about Mr and Mrs claim with RACQ Insurance, including their allegations that they had no choice but to live in tents. The story refers to the post on the RACQ insurance website about the Cource claim. Mrs Cource confirms that she received \$15,000 from RACQ Insurance before the Ipswich meeting.
15/04/11 8.18am	Email	RACQ Insurance replies to Mr email from 3.12pm the previous day, advising that the balance of the agreed settlement (\$210,007.65) will be paid via EFT that day. Payment to make made.

Date of Contact	Mode of communication	Details of Communications and events
15/04/11	Telephone	Graham Dale telephones to discuss to discuss concerns regarding "Get the Facts". Mr discuss at outset they have appointed legal representation. Mr discuss says that letter will be forwarded later that day. Mr Dale asks that his legal representatives address that correspondence directly for his attention.
15/04/11 12.06pm	Letter	RACQ Insurance receives letter from Legal Aid Queensland regarding the "Get the Facts" posting on Facebook on 14 April 2011.
15/04/11	Letter	McCullough Robertson, solicitors, respond to Legal Aid Queensland on behalf of RACQ and RACQ Insurance and dispute their allegations.
15/04/11 3.14pm	Email	RACQ Insurance sends an email to Mr confirming that their settlement payment has been processed via EFT.
15/04/11	Television	ABC Lateline broadcasts a story with reporter
16/04/11	Television	ABC News 24 broadcasts a story on the family.
18/04/11	Television	Channel 9 Today Show has a story about Mr and Mrs
19/04/11	Letter	McCullough Robertson writes to Legal Aid Queensland regarding the sector .

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Exhibit 8



Our Ref: SAD2:AJC3 10091926

14 February 2011

Mr Director Water Technology 93 Boundary Road West End Qld 4101

Email:

@watech.com.au

Dear Mr

Water Technology independent analysis - water inundation

We act for RACQ Insurance Limited (RACQI).

Thank you for offering your services to provide hydraulic engineering evidence.

Scope of work

The purpose of this letter is to formally engage you to provide an independent analysis of the cause of water inundation to a property at **East Ipswich, Queensland 4305** (property).

Background

- RACQI provides household insurance for properties located in Queensland and Northern New South Wales. Queensland has recently suffered unprecedented flooding events throughout the State.
- 3. As a result, there has been a claim made by the owner of the property against RACQI's policy for loss and damage that was caused by water inundation at the property on 10 January 2011.
- 4. We are instructed by our client that at the time of the insured's claim, the insured noted that the vast majority of damage was caused by water leaking/overflowing from storm water pipes and drains.
- 5. The loss assessor's preliminary observations indicate that water entered the insured's house as a consequence of the drainage system not being able to cope with the volume of rainwater experienced at the property.
- 6. In addition, we are instructed that the insured's property was also inundated on 19 November 2008. The factors surrounding the inundation on 19 November 2008 may be relevant to your current investigations. Accordingly, we have **attached** a copy of the loss assessor's reports based on an inspection undertaken on the property on 20 November 2008.

Causes of water inundation

- 7. For the purpose of your analysis and the preparation of any report, please note that you are instructed to assume the following:
 - (a) **Flood** is rising water which enters a home as the result of it running off or overflowing from any origin or cause;
 - (b) Flash flood and stormwater run off is a sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run off; and



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Water Technology Page 2

(c) water inundation – is the influx of water onto the property (ie the expression is not being used to refer only to properties which have been completely immersed in water).

Your instructions

- 8. In light of the above, we request your opinion (setting out your reasons) on whether:
 - (a) the property sustained water inundation exclusively by flood;
 - (b) the property sustained water inundation exclusively by flash flood and stormwater run off;
 - (c) the property sustained water inundation by a contribution of both flash flood and stormwater run off; and
 - (d) if the property sustained water inundation by a contribution of both flash flood and stormwater run off:
 - (i) to what extent was that water inundation caused by flood;
 - (ii) to what extent was that water inundation caused by flash flood and stormwater run off; and
 - (iii) what cause of water inundation occurred first.
- 9. If the property falls within sub-paragraphs 8(b) and (c), **please state** whether natural or human factors may have contributed to the water inundation.
- 10. If you are uncertain as to which of the above categories the property fails into, please identify this uncertainty, give your reasons for that uncertainty and so far as possible identify any further information or investigation which might help clarify the position.
- 11. Please note that before preparing any draft report, we will need to meet with you in conference to discuss your preliminary opinions.

Formal requirements

- 12. It is of course possible that litigation could result from the floods and in that event we may wish to call upon you to provide evidence as an expert witness. Consequently, it is important that your report be prepared with that possibility in mind. For present purposes we request that your report comply with the *Uniform Civil Procedure Rules 1999* (Qld) relating to expert reports. **Enclosed** is a copy of the relevant section of the court rules.
- 13. You will note that the court rules require that your report contain the following matters:
 - (a) your qualifications;
 - (b) all material facts, whether written or oral, on which the report is based;
 - (c) references to any literature or any other material relied upon by you to prepare your report;
 - (d) if an inspection, examination or experiment was used or relied upon:
 - (e) a description of what was done;
 - (f) whether it was done by the expert or under the expert's supervision;
 - (g) the name and qualification of any other person involved; and
 - (h) the result;
 - (i) a summary of the range of available opinions on the matter and reasons you adopted **a** particular opinion;
 - (j) summary of conclusions reached by you; and

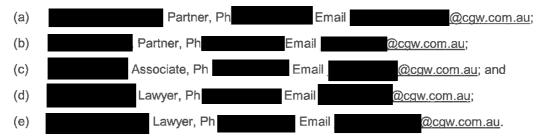
- (k) a statement about whether access to any readily ascertainable additional facts would assist you in reaching a more reliable conclusion.
- 14. Please also confirm at the end of your report as follows:
 - (a) the factual matters stated in the report are, as far as you know, true;
 - (b) you have made all enquiries considered appropriate;
 - (c) the opinions stated in the report are genuinely held by you;
 - (d) the report contains references to all matters you consider significant; and
 - (e) you understand your duty to the court and you have complied with the duty.

Timing of your work

- 15. We require your report for the property urgently.
- 16. We would appreciate if you could provide us with an estimated timeframe for completion as soon as possible; letting us know when you might first be able to confer with us; and then when you might be able to provide your report.

Your contacts

17. Your primary contacts are:



Fees and expenses

- 18. We understand that there is an initial outlay of costs for travel and accommodation and car hire and that any pricing structure is indicative and will be reflective of the number of inspections.
- 19. We confirm that we are instructed that RACQI will accept \$1600 ex GST for the Individual Site Claim (standalone) Report.
- 20. Please let us know if there are any variables which may lead to your costs exceeding this amount.

Legal privilege, confidentiality and intellectual property

- 21. Your report is being sought for the purpose of enabling us to provide legal advice, and in relation to contemplated litigation. As a result, it will be subject to legal professional privilege, and you must not release your report, or communications exchanged between us in relation to your report, to third parties without our client's consent.
- 22. In addition to the above privilege, all information relating to your engagement (including our client's instructions, the results of your investigation, any notes you prepare) will be confidential. This means you cannot disclose, in any way, information relating to your engagement by our client to third parties without our client's consent (unless otherwise required to do so by law).
- 23. Our client will retain all intellectual property rights in relation to anything you produce in the course of your engagement.
- 24. We are instructed that the property has been the subject of media attention. Therefore, if you experience any interference from the media or any third party sources, please cease your investigations immediately and contact us.

Moving forward

We look forward to meeting with you shortly to discuss your preliminary observations.

If you have any queries, please contact us.



This electronic transmission (and any following pages) is confidential, may contain legally privileged information and is intended solely for the named addressee. If you receive this document in error, please destroy it and advise the sender.

[r 422]

422 Noncompliance is contempt of court

Failure to comply with a subpoena without lawful excuse is contempt of court and the person who failed to comply may be dealt with for contempt of court.

Note—

See also rules 901 to 903.

Part 5 Expert evidence

Division 1 Preliminary

423 Purposes of pt 5

The main purposes of this part are to-

- (a) declare the duty of an expert witness in relation to the court and the parties; and
- (b) ensure that, if practicable and without compromising the interests of justice, expert evidence is given on an issue in a proceeding by a single expert agreed to by the parties or appointed by the court; and
- (c) avoid unnecessary costs associated with the parties retaining different experts; and
- (d) allow, if necessary to ensure a fair trial of a proceeding, for more than 1 expert to give evidence on an issue in the proceeding.

424 Application of pt 5

(1) This part does not apply in relation to a witness giving evidence, whether orally or in writing, in a proceeding who is—

[r 425]

- (a) a party to the proceeding; or
- (b) a person whose conduct is in issue in the proceeding; or
- (c) a doctor or another person who has given or is giving treatment or advice in relation to an injured person if the evidence is limited to 1 or more of the following matters in relation to the injured person—
 - (i) the results of any examination made;
 - (ii) a description of the treatment or advice;
 - (iii) the reason the treatment or advice was, or is being, given;
 - (iv) the results of giving the treatment or advice.
- (2) This part also does not apply in relation to a proceeding for a minor claim in a Magistrates Court.
- 425 Definitions for pt 5

In this part—

appointed expert means an expert appointed under division 3 or 4, including a court appointed expert.

court appointed expert means an expert appointed by the court under division 3 or 4.

expert means a person who would, if called as a witness at the trial of a proceeding, be qualified to give opinion evidence as an expert witness in relation to an issue arising in the proceeding.

report, for a proceeding, means a document giving an expert's opinion on an issue arising in the proceeding.

Reprint 7D effective 10 December 2010

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[r 426]

Division 2 Evidence given by an expert

- 426 Duty of expert
 - (1) A witness giving evidence in a proceeding as an expert has a duty to assist the court.
 - (2) The duty overrides any obligation the witness may have to any party to the proceeding or to any person who is liable for the expert's fee or expenses.
- 427 Expert evidence
 - (1) Subject to subrule (4), an expert may give evidence-in-chief in a proceeding only by a report.
 - (2) The report may be tendered as evidence only if-
 - (a) the report has been disclosed as required under rule 429; or
 - (b) the court gives leave.
 - (3) Any party to the proceeding may tender as evidence at the trial any expert's report disclosed by any party, subject to producing the expert for cross-examination if required.
 - (4) Oral evidence-in-chief may be given by an expert only-
 - (a) in response to the report of another expert; or
 - (b) if directed to issues that first emerged in the course of the trial; or
 - (c) if the court gives leave.

428 Requirements for report

- (1) An expert's report must be addressed to the court and signed by the expert.
- (2) The report must include the following information-
 - (a) the expert's qualifications;

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[r 428]

- (b) all material facts, whether written or oral, on which the report is based;
- (c) references to any literature or other material relied on by the expert to prepare the report;
- (d) for any inspection, examination or experiment conducted, initiated, or relied on by the expert to prepare the report—
 - (i) a description of what was done; and
 - (ii) whether the inspection, examination or experiment was done by the expert or under the expert's supervision; and
 - (iii) the name and qualifications of any other person involved; and
 - (iv) the result;
- (e) if there is a range of opinion on matters dealt with in the report, a summary of the range of opinion, and the reasons why the expert adopted a particular opinion;
- (f) a summary of the conclusions reached by the expert;
- (g) a statement about whether access to any readily ascertainable additional facts would assist the expert in reaching a more reliable conclusion.
- (3) The expert must confirm, at the end of the report-
 - (a) the factual matters stated in the report are, as far as the expert knows, true; and
 - (b) the expert has made all enquiries considered appropriate; and
 - (c) the opinions stated in the report are genuinely held by the expert; and
 - (d) the report contains reference to all matters the expert considers significant; and
 - (e) the expert understands the expert's duty to the court and has complied with the duty.

[r 429]

429 Disclosure of report

A party intending to rely on a report must, unless the court otherwise orders, disclose the report—

- (a) if the party is a plaintiff—within 90 days after the close of pleading; or
- (b) if the party is a defendant-within 120 days after the close of pleading; or
- (c) if the party is not a plaintiff or defendant—within 90 days after the close of pleading for the party.
- 429A Supplementary report
 - (1) If an expert changes in a material way an opinion in a report that has been disclosed, the expert must, as soon as practicable, provide a supplementary report stating the change and the reason for it.
 - (2) The supplementary report must comply with rule 428 and be disclosed as soon as practicable.
- 429B Court may direct experts to meet
 - (1) The court may, at any stage of a proceeding, direct experts to meet and—
 - (a) identify the matters on which they agree; and
 - (b) identify the matters on which they disagree and the reasons why; and
 - (c) attempt to resolve any disagreement.
 - (2) The court may, for the meeting----
 - (a) set the agenda; and
 - (b) specify the matters the experts must discuss; and
 - (c) direct whether or not legal representatives may be present; and

[r 429C]

- (d) give directions about the form of any report to be made to the court about the meeting; and
- (e) give any other directions the court considers appropriate.
- (3) Evidence of anything done or said, or an admission made, at the meeting is admissible at a trial of the proceeding only if all parties to the proceeding agree.
- (4) However, subrule (3) does not apply to a report made to the court about the meeting identifying the matters mentioned in subrule (1)(a) or (1)(b).

429C Immunity

An expert has the same protection and immunity for the contents of a report disclosed as required under these rules as the expert could claim if the contents of the report were given orally at a trial of the proceeding in which the report is disclosed.

429D Costs

When deciding the order to make about the costs of a proceeding, the court may consider, in allowing, disallowing or limiting the costs for an expert's report prepared for a party on an issue, the extent to which the proceedings may have been facilitated by the appointment of a person as the only expert in relation to the issue.

Division 3 Experts appointed after proceeding started

429E Application of div 3

This division applies only in relation to proceedings in the Supreme Court.

[r 429F]

429F Definition for div 3

In this division-

court means the Supreme Court.

429G Appointment of experts

- (1) If, after a proceeding has started, 2 or more parties agree that expert evidence may help in resolving a substantial issue in the proceeding, subject to rule 429H, those parties may in writing jointly appoint an expert to prepare a report on the issue.
- (2) If parties to a proceeding are not able to agree on the appointment of an expert, subject to rules 429I and 429K, any party who considers that expert evidence may help in resolving a substantial issue in the proceeding may apply to the court for the appointment of an expert to prepare a report on the issue.
- (3) Subject to rules 429J and 429K, the court may, on its own initiative and at any stage of a proceeding, if it considers that expert evidence may help in resolving a substantial issue in the proceeding, appoint an expert to prepare a report on the issue.

429H Expert appointed by parties

- (1) An expert may be appointed under rule 429G(1) only if-
 - (a) the parties appointing the expert agree in writing on the following matters---
 - (i) the issue in the proceeding the expert evidence may help resolve;
 - (ii) the identity of the expert;
 - (iii) when the report must be prepared by the expert and given to the parties to the agreement;

[r 429H]

- (iv) liability for fees and expenses payable to the expert; and
- (b) the expert has been made aware of the content of this part and consents to the appointment.
- (2) A copy of the agreement must be—
 - (a) signed by each party to the agreement; and
 - (b) filed in the court; and
 - (c) after being filed in the court, immediately served on any other party to the proceeding who is not a party to the agreement.
- (3) The parties to the agreement must give the expert a statement of facts, agreed to by the parties to the agreement, on which to base the report.
- (4) However, if the parties to the agreement do not agree on a statement of facts, then---
 - (a) unless the court directs otherwise, each of the parties to the agreement must give the expert a statement of facts on which to base the report; and
 - (b) the court may give directions about the form and content of the statement of facts to be given to the expert.
- (5) The report is taken to be disclosed for this part if-
 - (a) a copy of the report is given to each party to the agreement; and
 - (b) within 14 days after the day by which all parties to the agreement have received a copy of the report, each party to the proceeding who is not a party to the agreement is given a copy of the report.
- (6) Unless the court otherwise orders, the expert is the only expert who, in relation to the parties to the agreement, may give evidence in the proceeding on the issue.
- (7) Unless the court otherwise orders, each party to the proceeding has the right to cross-examine the expert.

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[r 4291]

- 429i Expert appointed by court on application
 - (1) A party applying to the court for appointment of an expert under rule 429G(2) must serve a copy of the application and the supporting material on each other party to the proceeding.
 - (2) The supporting material must—
 - (a) state the issue in the proceeding that expert evidence may help resolve; and
 - (b) name at least 3 experts who-
 - (i) are qualified to give expert evidence on the issue; and
 - (ii) have been made aware of the content of this part and consent to being appointed; and
 - (c) state any connection known to the applicant between an expert named and a party to the proceeding.
 - (3) When hearing the application, the court may receive other material and make other enquiries to help decide which expert to appoint.
 - (4) The court may appoint an expert other than an expert named in the supporting material.
 - (5) The court may appoint an expert only if the expert has been made aware of the content of this part and consents to the appointment.

429J Expert appointed by court on court initiative

- (1) In deciding whether to appoint an expert under rule 429G(3) in relation to an issue in a proceeding, the court may—
 - (a) ask each party to name at least 3 experts who---
 - (i) are qualified to give expert evidence on the issue; and
 - (ii) have been made aware of the content of this part and consent to being appointed; and

[r 429K]

- (b) require each party to state any connection between an expert named and a party to the proceeding; and
- (c) receive other material and make other enquiries to help decide which expert to appoint.
- (2) The court may appoint an expert other than an expert named by a party to the proceeding.
- (3) The court may appoint an expert only if the expert has been made aware of the content of this part and consents to the appointment.
- 429K Considerations for court when appointing an expert
 - In deciding whether to appoint an expert under rule 429G(2) or (3) in relation to an issue in a proceeding, the court may consider—
 - (a) the complexity of the issue; and
 - (b) the impact of the appointment on the costs of the proceeding; and
 - (c) the likelihood of the appointment expediting or delaying the trial of the proceeding; and
 - (d) the interests of justice; and
 - (e) any other relevant consideration.
 - (2) If the court considers an expert is the most appropriate expert to help resolve an issue in the proceeding, the court may appoint the expert even if the expert has already given a report to a party in the proceeding on the issue or on another issue in the proceeding.
- 429L Report by court appointed expert given to registrar etc.
 - (1) Unless the court otherwise orders-
 - (a) a court appointed expert appointed in relation to an issue in a proceeding must—

[r 429M]

- (i) prepare a report on the issue; and
- (ii) give the report to the registrar together with sufficient copies of the report for all parties to the proceeding; and
- (b) the registrar must-
 - (i) file the report in a sealed envelope; and
 - (ii) within 7 days after receiving the report, forward a copy of it to each party to the proceeding.
- (2) The report is taken to be disclosed for this part if the registrar forwards copies of the report to all parties as required.
- 429M Orders and directions for court appointed experts
 - (1) The court may make the orders and give the directions it considers appropriate in relation to a court appointed expert, including, for example, 1 or more of the following orders or directions—
 - (a) an order or direction to facilitate the expert's preparation of a report;
 - (b) a direction about any of the following matters----
 - a party giving the expert written information relevant to the preparation of the report and forwarding a copy of the written information to each other party;
 - (ii) the extent a party may communicate with the expert;
 - (iii) an inspection, examination or experiment by the expert;
 - (iv) the expert obtaining a report from another expert in a discipline relevant to the issue in relation to which the expert was appointed;
 - (c) a direction about any of the following matters-
 - (i) when the expert must give the registrar the report;

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[r 429N]

- (ii) liability for fees and expenses payable to the expert;
- (iii) payment of any expenses incurred by the registrar;
- (d) an order permitting cross-examination of the expert before an examiner under part 2 or before the trial starts.
- (2) If the court directs that a report from another expert may be obtained by a court appointed expert, the other expert's report must be attached to the court appointed expert's report when it is given to the registrar.
- (3) The court may receive in evidence the report of a court appointed expert on terms the court considers appropriate.

429N Consequences of court appointment

- (1) This rule applies if the court appoints an expert in relation to an issue in a proceeding.
- (2) Unless the court otherwise orders, the expert is to be the only expert to give evidence in the proceeding on the issue.
- (3) However, the court may, on its own initiative or on application by a party, appoint another expert (the other expert) to prepare a report in relation to the issue if—
 - (a) after receiving a report from the expert originally appointed (the *first expert*), the court is satisfied—
 - there is expert opinion, different from the first expert's opinion, that is or may be material to deciding the issue; or
 - (ii) the other expert knows of matters, not known by the first expert, that are or may be material to deciding the issue; or
 - (b) there are other special circumstances.

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[r 4290]

- 4290 Court may direct access to information
 - (1) The court may direct a party to a proceeding who has access to information reasonably necessary for the preparation of a report by an appointed expert—
 - (a) to give the court or the expert a document stating the information; or
 - (b) to otherwise make the information reasonably available to the expert.
 - (2) Subrule (1) does not limit the directions a court may give under rule 429M.

429P Expert may apply for directions

- (1) An appointed expert may apply to the court for directions to facilitate the preparation of a report.
- (2) The application must be served on the parties to the proceeding and on any other person directed by the court.
- (3) The court may give the directions the court considers appropriate, including directions about an inspection, examination or experiment for the expert's report.

Division 4 Experts appointed before proceeding started

429Q Definition for dlv 4

In this division-

court means the Supreme Court.

- 429R Expert appointed by disputants
 - (1) This rule applies if, before any proceeding is started, 2 or more persons (the *disputants*) agree in writing on the following matters—

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[r 429S]

- (a) there is a dispute between them that will probably result in a proceeding and obtaining expert evidence immediately may help in resolving a substantial issue in the dispute;
- (b) the identity of an expert from whom a report should be obtained;
- (c) when the report must be prepared by the expert and given to the disputants;
- (d) liability for fees and expenses payable to the expert.
- (2) The disputants may in writing jointly appoint the agreed expert to prepare a report giving an opinion on the issue.
- (3) The appointment must be expressed to be made under this rule.
- (4) The disputants may appoint the expert only if the expert has been made aware of the content of this part and consents to the appointment.
- (5) Rule 428(2) and (3) apply in relation to the report.
- (6) Unless the court otherwise orders, in any proceeding started in the court between the disputants in which the issue is relevant, the expert is to be the only expert who, in relation to the disputants, may give evidence on the issue.
- 429S Expert appointed by court on application
 - (1) This rule applies if, before any proceeding is started, a person (the *first person*) believes on reasonable grounds that—
 - (a) there is a dispute between the first person and 1 or more other persons that will probably result in a proceeding; and
 - (b) obtaining expert evidence immediately may help in resolving a substantial issue in the dispute.
 - (2) The first person may apply to the court for the appointment of an expert to prepare a report giving an opinion on the issue.

[r 429S]

- (3) The application and the supporting material must be served on the other person or persons.
- (4) The supporting material must—
 - (a) describe the nature of the dispute; and
 - (b) state the issue in dispute that expert evidence may help resolve; and
 - indicate why the report should be obtained immediately; and
 - (d) name at least 3 experts who-
 - (i) are qualified to give expert evidence on the issue; and
 - (ii) have been made aware of the content of this part and consent to being appointed; and
 - (e) state any previous connection between an expert named and the first person.
- (5) The court, on being satisfied in relation to the matters mentioned in subrule (1)(a) and (b), may appoint an expert to give a report on the issue.
- (6) The court may appoint an expert other than an expert named in the supporting material.
- (7) In deciding whether to appoint an expert, the court may consider---
 - (a) the complexity of the issue; and
 - (b) the impact of the appointment on the costs of the contemplated proceeding; and
 - (c) the likelihood of the appointment expediting or delaying the contemplated proceeding; and
 - (d) the interests of justice; and
 - (e) any other relevant consideration.
- (8) The court may give directions as to---

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[r 430]

- (a) the time in which the report is to be prepared and given to the first person; and
- (b) any filing of the report.
- (9) The court may make orders and give directions to facilitate the expert's preparation of a report.
- (10) Rule 428(2) and (3) apply in relation to the report.
- (11) Unless the court otherwise orders, in any proceeding started in the court between the first person and 1 or more of the other persons in which the issue is relevant, the expert appointed under this rule is to be the only expert who, in relation to those persons, may give evidence on the issue.
- (12) The fees and expenses of an expert appointed under this rule, and the costs of the application, are to be borne by the first person, unless and until the court otherwise orders either on the application or in any proceeding started between the first person and 1 or more of the other persons in which the issue is relevant.
- (13) The court may give directions as to the right to cross-examine an expert appointed under this rule.

Part 7 Affidavits

430 Contents of affidavit

- Except if these rules provide otherwise, an affidavit must be confined to the evidence the person making it could give if giving evidence orally.
- (2) However, an affidavit for use in an application because of default or otherwise for relief, other than final relief, may contain statements based on information and belief if the person making it states the sources of the information and the grounds for the belief.

111.	
MYI	McLarens Young
	GLOBAL CLAIMS SERVICES

Vui nei.

BNE030633 «GMCAU»

Your Ref:

Date:

1 December 2008

The Manager **RACQ Insurance Limited** PO Box 3004 Logan City QLD 4114

2 / 179 Given Terrace Paddington, Old 4064, Australia PO Box 1039 Millon, Qld 4064, Australia Tel: +61 (0)7 3369-4044 Fax: +61 (0)7 3369-1132 brisbane@mclarensycung.com

McLarens Young (Qld) Pty Ltd ABN 45 107 932 025

FIRST REPORT DOMESTIC - STORM DAMAGE AU SEQ storm event commencing 16 Nov 2008

CLAIM NUMBER			
INSURED			
	East lpswich, Ql	d 4305	
POLICY	Type: Number: Period:	Householders To be advised From Tuesday, 12 Feb Thursday, 12 February	
	Deductible:	\$100.00	
SITUATION OF LOSS		East Ipswich Qld 4305	
DATE OF LOSS	Wednesday, 19	November 2008	
DATE OF INSTRUCTION	Thursday, 20 No	vember 2008 at 08:30 am	
DATE OF CONTACT	Thursday, 20 No	vember 2008	
DATE OF INSPECTION	Thursday, 20 No	vember 2008	
CAUSE	Storm		
DAMAGE	Extensive damage	ge to building & contents	
BALANCE OF RESERVE	AUD 69,900.00		
Items Description	Sum Insured	Payment Now Recommended	Balance of Reserve
1. Buildings 2. Contents	212,000.00 71,000.00	E 000.00	40,000.00
3. Deductible	71,000.00	5,000.00	30,000.00 -100.00
4. Estimated Fees &			NIL

Estimated Fees & 4. Expenses All Reserve / Payment amounts in Australian Dollars

5,000.00 69,900.00

DESCRIPTION OF RISK

The insured risk is highset weatherboard home with a brick base and iron roof. The insured has owned and occupied the home for 2 years.

CIRCUMSTANCES

The loss arises from the storm event affecting South East Queensland commencing Sunday 16 November 2008.

In the Insured's case the drainage system has been unable to cope with the volume of rainwater experienced. There is also a storm water drain at the rear of the property which drains directly into the Bremer River. This storm water drain has overflowed as a result of the deluge and allowed water to pool in the back area, rising to approximately 1.5 metres and inundating the downstairs of the insured's home.

EXTENT OF DAMAGE

There is extensive damage to the building and the majority of contents stored in the downstairs area are beyond salvage.

We have appointed from Insurance Construction Consultants to attend and submit a scope of works for the building repairs.

We also instructed Insight Restorations to attend to assist with stripping out and cleaning the downstairs area for hygiene purposes.

The insured has submitted a schedule of the claimed content items and we are presently reviewing this list.

POLICY LIABILITY

The majority of the damage has been caused by the overflow of the storm water drain. There would be a connection from the insured's residence to this main drain and under the circumstances we believe that the Defined Event: Bursting, leaking, discharging or overflowing of liquids from:

 pipes, gutters drains designed for carrying liquid which are fixed or connected to the home

would apply, however there is also damage which would have been caused by rainwater run-off.

We submit the above for your consideration and ask you to confirm if you will apply the Policy limitations for flash flood and stormwater run-off.

The attached photographs depict the location of the stormwater drain at the rear of the property, together with the height of the water inundation and may assist you with your policy determination.

SALVAGE

There is no salvage.

RECOMMENDATIONS FOR PAYMENT/SETTLEMENT

We recommend an emergency payment of \$5,000.00 to the insured to enable them to replace essential content items.





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Postal Address		
	Booval Qld 4304	
ABN	N/A	
Tax Invoice Number	N/A	
Tax Invoice Valid (Yor N)	Yes	
Building, Contents, Other	Contents	
Invoice Amount	N/A	
Less Excess	To be deducted at a later date	
Amount Payable	\$5,000.00	
Comments / Description	Emergency payment for essential content items.	

FURTHER ACTIONS

Our further report will follow in due course.

ATTACHMENTS

1. Photograhs of building & contents damage.

MCLARENS YOUNG INTERNATIONAL



ACLA, ANZIIF (Snr. Assoc.), Dip. Bus. (Loss Adj.) Loss Adjuster DDI: (07) 3368-5907 Mobile: @mclarensyoung.com

Photographs - Page 1

PHOTOGRAPHS - RACQ Insurance Limited



Photograph 1 Street view of insured risk.



Photograph 2 Lowest point of property at rear and storm water manhole



Photograph 3 Outside area underneath at rear of property - height of water on weatherboards



Photograph 4 Rear downstairs bricked in area - shows height of water level.

Our Ref:

Photographs - Page 1

PHOTOGRAPHS - RACQ Insurance Limited



Photograph 1 Downstairs rumpus area



Photograph 2 Laundry



Photograph 3 Storage area

Photographs - Page 2

Our Ref:	

McLarens Your International GLOBAL CLAIMS SERVIC			2 / 179 Given Terraco Paddington, Old 4064, Australia PO Box 1039 Million, Old 4064, Australia Tel: +51 (0)7 3369-4044 Fax: +61 (0)7 3369-4044 Fax: +61 (0)7 3369-4132 bitebane & mclarensyoung.com
			McLarens Young (Qid) Ptv Ltd
Your Ref:			ABN 45 107 932 025
Date: 4 December 2008			
The Manager RACQ Insurance Limited PO Box 3004 Logan City QLD 4114			
AUSEC	DOMESTIC -	ND REPORT STORM DAMAGE commencing 16 Nov	2008
CLAIM NUMBER		1	
INSURED	East Ipswid	h, Qld 4305	
POLICY	Number:	To be advise	d
SITUATION OF LOSS		East Ipswich Qld	4305
DATE OF LOSS	Wednesday	, 19 November 2008	
BALANCE OF RESERVE	AUD 71,400	0.00	
Items Description	Sum Insured	Previously Recommended	Balance of Reserve
1. Buildings 2. Contents	212,000.00 71,000.00	5,000.00	40,000.00
3. Deductible 4. Estimated Fees & Expenses	1,000.00	0,000.00	30,000.00 -100.00 1,500.00
All Reserve / Payment amounts in Au Dollars	stralian	5,000.00	71,400.00

DEVELOPMENTS

We refer to our previous report dated 1 December 2008.

CLAIM AND ADJUSTMENT

We have concluded a further meeting with the Insured in which we reviewed the schedules prepared which are 23 pages. The Insured is anxious to have three items replaced which are in the schedule attached. We have advised the Insured that your office will be coordinating the replacement of those items or alternatively you may wish to consider a cash settlement.

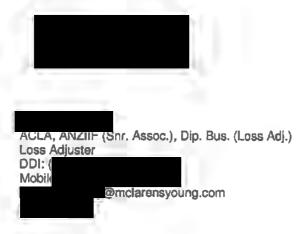
Page 2

We are continuing to review and prepare the remaining documentation.

ATTACHMENTS

1. Property Loss Schedule (3 items)

MCLARENS YOUNG INTERNATIONAL



MY	McLarens Young International GLOBAL CLAIMS SERVICES
Our Ref:	
Your Ref:	
Date:	31 December 2008

2 / 179 Given Terrace Paddington, Qld 4064, Australia PO Box 1039 Milton, Qld 4064, Australia Tel: +61 (0)7 3369-4044 Fax: +61 (0)7 3369-1132 brisbane@mclarensyoung.com

McLarens Young (Qld) Pty Ltd ABN 45 107 932 025

The Manager RACQ Insurance Limited PO Box 3004 Logan City QLD 4114

THIRD REPORT DOMESTIC - STORM DAMAGE AU SEQ storm event commencing 16 Nov 2008

CLAIM NUMBER	East Ipswic	h, Qld 4305	÷,	
POLICY	Number:	To be a	dvised	
SITUATION OF LOSS		East Ipswich Qld 4305		
DATE OF LOSS	Wednesday, 19 November 2008			
BALANCE OF RESERVE	44,500.00			
Items Description	Sum Insured	Previously Recommended	Payment Now Recommended	Balance of Reserve
1. Bulldings	212,000.00			40,000.00
2. Contents	71,000.00	5,000.00	72,553.00	3,000.00
Oeductible Estimated Fees & Expenses			-100.00	0.00 1,500.00
•		5,000.00	72,453.00	44,500.00

DEVELOPMENTS

We refer to our Second Report of 4 December 2008, together with subsequent discussions with your office and we now advise the present position.

POLICY LIABILITY

As discussed with your office, we reiterate that the resulting damage in the first instance occurred from water overflowing from gutters that are fixed to the premises which caused the main damage, but was further complicated with further run off water which was superimposed over the contents items that were already damaged to such an extent that replacement was warranted.

Accordingly, the damage is as a result of bursting, leaking and overflowing.

 We confirm that no policy limit will be exceeded in this instance for flash flood or storm water run off.

NATURE AND EXTENT OF LOSS

The completion of the Scope of Works has been attended to by Insurance Construction Consultants Pty Ltd who have provided your office with a copy of that scope of works.

We have now coordinated quotations from Command Building Services and the Insured is obtaining the alternative quotation. When that documentation has been provided, we will again report with our recommendations.

The Insured did have some questions regarding that scope of works and we are awaiting that correspondence from the Insured to review.

Contents

The Insured has attended to the completion of the schedules which total twenty pages and which we have condensed to ten pages, which we now enclose.

As is evident from the schedule, the Insured's loss on the lower level was extensive which was clearly evident at the time of our inspection. We have reviewed the schedules with the Insured in a meeting which was extensive and adjustments to the amounts claimed have been made. The Insured's initial claim without applying limits is for \$99,484.00 but that still does not include the replacement of the carpet.

We confirm that your office has already attended to replacement of Items 1, 4 and 6 and those replacement prices have been included in the schedule.

We have proceeded with our adjustment of the claim, applying limitations to CDs, DVDs, audio and video tapes, records, computer discs, games, cartridges and consoles. This in particular applies to Items 32, 33, 34, 36, 53, 85, 86, 87, 149, 209, 216, 217 and 228. We have limited those items to \$5,000.00. However, in respect to Item 149, this relates to computer software which may not have been subject to that limitation.

Concerning the clothing items, the amounts shown represent the depreciated amount after applying thirty three percent depreciation across the board for all of the items. The Insured advised that there were other clothing items that were old which have not been included in the amount claimed. The Insured was more concerned with those more recent purchases over the last three years.

During our reinspection we can confirm having sighted items, in particular candles and make up which the Insured collects and the quantities claimed in the schedules are fair and reasonable. The insured had the items as they assist with her allergies. The Insured advised that your office has paid a amount of \$300.00 for food, however, we have adjusted that amount to \$500.00 as there was food contained in the refrigerator on the upper level which had deteriorated due to the loss of power.

From our review of the items, we are satisfied that these amounts are in keeping with the life style of the insured and from furniture items which escaped damage on the upper level.

The adjustments we applied reduced the loss to \$88,007.00, which still exceeds the sum insured.

Should your office concur with the limitation of the claim to take into account the computer discs, we would recommend a further payment to the Insured for the policy limit of the contents, less the monies that have already been outlayed in the emergency payment, replacement of those electrical items and the loss of food. We understand that those amounts are for \$2,147.00, \$5,000.00 and \$300.00 respectively which total \$7,447.00. The payment to your Insured is for \$72, 553.00.



Page 3

We recommend that the following be paid:

Payee	
Postal Address	Booval Qld 4304
ABN	N/A
Tax Invoice Number	N/A
Tax Invoice Valid (Yor N)	N/A
Building, Contents, Other	Contents
Invoice Amount	\$80,000.00
Less already paid and Excess	\$ 7,547.00
Amount Payable	\$72,453.00
Comments / Description	Contents as per Schedule

FURTHER ACTION

When we are in receipt of quotations for the reinstatement, we will again report with our recommendations.

ATTACHMENTS

1. Schedule of Loss

MCLARENS YOUNG INTERNATIONAL



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Exhibit 9

The January 2011 Flood – Internet Ipswich

March 2011





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1 INTRODUCTION

1.1 Overview

The property at East Ipswich was flooded between 11 January and 13 January 2011. The flooding occurred during the widespread Ipswich, Brisbane and local regional floods of the same period. The purpose of the report is to provide advice on the cause of flooding at the subject property. This report has been prepared by Water Technology Pty Ltd; specialist flooding engineers. Analysis of the relevant events surrounding the floods has been a time consuming and difficult task given the extensive nature of the flooding in the region and the complex surrounding circumstances. Investigations have been further hampered by the unavailability of key data which despite requests, has not been provided by the relevant authorities.

1.2 Available Data

The following data was used in compiling this report:

- A site inspection of the subject property and other properties within Ipswich and surrounding area.
- Interviews with residents and witnesses.
- Rainfall and stream discharge and height data supplied by the Bureau of Meteorology and the Department of Environment and Natural Resources, respectively.



2 GUIDELINES AND TERMINOLOGY

The terminology used in this report is provided in Table 2-1. This terminology is based on the glossaries of following documents and information from the Bureau of Meteorology, with additional information and examples provided by Water Technology to further clarify the use in this report:

- 1. "Floodplain Management in Australia: Best Practice Principles and Guidelines SCARM Report 73", 2000, CSIRO.
- 2. "Queensland Urban Drainage Manual", Second Edition, 2008, Queensland Government Natural Resources and Water.
- 3. "Mitigating the Adverse Impacts of Flood, Bushfire and Landslide State Planning Policy Guideline SPP1/03", June 2003, Queensland Government.
- 4. "Australian Rainfall and Runoff Volume 1 A Guide to Flood Estimation", 1998, Institution of Engineers Australia.
- 5. Bureau of Meteorology (2011) definitions and terminology as listed on their webpage http://www.bom.gov.au/hydro/flood/flooding.shtml#definitions_terminology

Term	Definition
Annual Exceedance Probability (AEP)	The probability of exceedance of a given discharge within a period of one year. Can be expressed as a percentage (eg 1% change in any one year) or 1 in Y [years] (eg a probability of 1 in 100). This report will generally use ARI terminology.
Average Recurrence Interval (ARI)	The average or expected period between exceedances of a given discharge expressed in years. This is a another method of expressing the magnitude of a particular event in probabilistic terms (eg a "100 year ARI flood" can also be described as a flood with an AEP of "1%"" or "1 in 100"). The ARI of a flood event is a statistical estimate that gives no indication of when a flood of that size or larger will occur next.
Backwater	No definition in documents listed above. We define as a body or area of water where there is little or no current that is connected to a drainage system or receiving water either above or below ground (pipe drainage). The water level of the backwater area is governed by the adjacent drainage system or receiving water.
Breakout	No definition in the documents listed above. Breakout flows occur when flow in a river system reaches a level high enough to engage a wider or an alternate flow path other than the normally defined channel.
Catchment	The area of land contributing stormwater runoff to a particular site or point under consideration. It always relates to a particular location and includes the catchments of tributary streams as well as the main stream.

Table 2-1Standard Terminology

J1680-28 The January 2011 Flood –

Ipswich



Term	Definition
Critical Storm Duration	The duration of the storm event that produces the largest flood discharge at the location of interest. Critical storm duration depends on the catchment size, topography (slope, drainage path, presence of storages or basins), magnitude of storm, land use of the catchment (eg urban, rural or forest). In general terms the critical storm duration provides an indication of how long a catchment takes to deliver peak flow to a particular point of interest following rainfall commencement. When the rainfall is not at a constant intensity the timing of the peak flood will depend on the temporal pattern of rainfall.
Detention Basin	A large, open, free draining basin that temporarily "detains" collected stormwater runoff. These basins are normally maintained in a dry condition between storm events.
Drainage System	A system of gully [street or field] inlets, pipes, overland flow paths, open channels, culverts and detention basins used to convey runoff to its receiving waters.
Flash Flood	Sudden and unexpected flooding caused by local heavy rainfall either at the site in question or upstream. Often defined as flooding within six hours of the rain which causes flooding.
Flood	The temporary inundation of land by expanses of water that overtop the natural or artificial banks of a watercourse, including a drainage channel, stream, creek, river, estuary, lake or dam, or any associated water holding structure. A flood can be caused by excessive rainfall, storm surge, dambreak or a tsunami.
Local Runoff	Refer to "Runoff" and "Stormwater Flooding".
Minor flood level	A flood level that causes inconvenience. Low-lying areas next to watercourses are inundated which may require the removal of stock and equipment. Minor roads may be closed and low-level bridges submerged.
Moderate flood level	In addition to the above for minor flooding, the evacuation of some houses may be required. Main traffic routes may be covered with flood waters. The area of inundation is substantial in rural areas requiring the removal of stock.
Major flood level	In addition to the above for minor and moderate flooding, extensive rural areas and/or urban areas are inundated. Properties and towns are likely to be isolated and major traffic routes likely to be closed. Evacuation of people from flood affected areas may be required.
Rainfall Intensity	The rate at which rain falls, typically measured in mm/hour. Rainfall intensity varies throughout a storm. This variation is called a temporal pattern.
Receiving Waters	A body of water (normally sea, river, creek or larger drainage system) that receives flow from a generally smaller (tributary) drainage system.



Term	Definition
Runoff	That part of rainfall which is not lost to infiltration, evaporation, transpiration or depressions in the ground.
	We add that for the purposes of investigating or studying a flood it is the amount of rainfall that drains along the surface and into the "drainage system" or directly into receiving waters. Local runoff is that which occurs locally to a point in question (i.e. within a backyard) and has not yet reached a drainage system.
Stormwater Flooding	CSIRO (2000) defines as "inundation by local runoff caused by heavier than usual rainfall. Stormwater flooding can be caused by local runoff exceeding the capacity of an urban stormwater drainage system or by the backwater effects of mainstream flooding causing urban stormwater drainage systems to overflow."
	We add that the capacity of the local stormwater drainage system to drain runoff can be lessened by backwater effects of a downstream receiving water system or by obstructions. Inundation caused by backwater surcharging out of a stormwater drainage system from a flood would not necessarily be classed as stormwater flooding as the source of water or the flood level reached may not be caused by local runoff.
Surface Water or Inundation	Any water collecting on the ground or in an open drainage system or receiving water body.
	In this report we use these terms to discuss water before it is categorised into flood, stormwater or other.

Ipswich

RACQI's policy has the following relevant definitions:

- a) **Flood** is rising water which enters a home as the result of it running off or overflowing from any origin or cause;
- b) Flash flood and stormwater runoff is a sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run off; and
- c) **Water inundation** is the influx of water onto the property (ie the expression is not being used to refer only to properties which have been completed immersed in water).

In preparing this report the author is therefore cognisant of clarifying the time to flood as the time taken between the commencement of "flood-causing" rainfall and the time for a particular site to be flooded as RACQI's definition will result in a wider geographic region meeting this definition than the standard definition defined in CSIRO (2000).



3 OCCUPANT'S TIMELINE OF EVENTS

3.1 Details of Insured Property

The insured's property is a two storey weatherboard house located at **property**, Ipswich. Photographs of the property are attached as Appendix A.

3.2 January 2011 Flood

A site visit was undertaken by Water Technology on 16 February 2011 and the following people were interviewed at that time:

(occupant of)
(occupant of)

Table 3-1 shows a timeline of events for the January 2011 flood at 14 Barry Street. The timeline is based solely upon the interviews held during the site visit.

3.3 November 2008 Flood

The occupant stated that a similar flood with similar rainfall and runoff behaviour occurred in November 2008. That is, local stormwater runoff ponded in the property to a depth approximately 300mm below the floorboards in the first level.

The occupant noted that the Bremer River flood in November 2008 did not reach the subject property.



	Table 3-1	Occupant's Event Timeline - January 2011 Flood
Date (2011)	Time ¹	Event
Tue 11 Jan 0600	0600	Water running into yard of the subject property from the backyard of
	1100 to 1230	 Very heavy rainfall Overland flow across the gravel driveway of the subject property) scours the driveway. This water flows to the subject property
	1200	 Water commenced ponding in backyard Checked field gully in property and it was not blocked by debris Water is still flowing into Stormwater drains in the statement of the statement of
	1300	 Ponded water in backyard rose very quickly to a level just under the first floor Evacuated property Water up to front step of house Water ponded in footpath of beside property Water is still flowing into Stormwater drains in Water in the street stormwater drains was spilling over the road towards the Bremer River Bremer River had just started to "go over its banks" but the Bremer River water was not visible from adjacent to the subject property
	1500	Rain stopped
	1900	 Owner returned to property Water approximately 11inches (approximately 28 cm) above floor boards in the first floor
	2200	 Water was ponded to a level with the concrete steps in the footpath beside the subject property Bremer River had not crossed Blackall St
Wed 12 Jan Be	Between 0200 and 0330	Bremer River water crosses
	1600	 Flood peaked in Ipswich (according to occupant of Bremer River increased flood level in house by approximately 1m
Thur 13 Jan	0900	 One metre of water under house Bremer River water level had subsided

Table 3-1 Occupant's Event Timeline - January 2011 Flood

Notes:

1) The occupant stressed that the times quoted are approximate only and may be in error by up to 1 hour

4 ANALYSIS OF AVAILABLE DATA

4.1 Local Catchment

4.1.1 Catchment Description and Stormwater Behaviour

Figure 4-1 shows the stormwater catchment draining to **Control** The following is of note:

- The catchment area is approximately 2.73 ha.
 - is contained within a large depression bounded by and and and a large large depression bounded by a stormwater management language the site is best described as a detention basin.
 - There is a 375mm pipe culvert draining the depression. This is the way water can leave the site.
 - The culvert inlet is covered by a self-cleaning trash rack.
 - The culvert connects with the stormwater network in the street.
 - Culvert capacity will be controlled by:
 - The pipe diameter draining the basin.
 - The volume of water in the street stormwater pipes; with large flows in the street stormwater pipes reducing the capacity of the pipe draining the basin.
 - The Bremer River water level; with elevated river levels reducing the capacity of the pipe draining the basin.

A visual inspection of and and indicates the following:

- The low point in the kerb and channel is in **the second second second second property**. It appears likely that stormwater flowing within the kerb and channel of these streets may flow over the kerb and enter the subject property.
- The stormwater catchment draining to the subject site may be larger than that indicated in Figure 4-1 with directing additional water from north. The discrepancy is most likely due to the 0.5m elevation data used to define the catchment. Notwithstanding this, if the catchment is indeed larger than that shown in Figure 4-1, the volume of stormwater draining to the site will only increase.

4.1.2 Conclusion

The subject property is located within a detention basin with a 2.73 ha catchment. Discharge from the basin is controlled by a small diameter outlet pipe (ie the culvert) whose effectiveness is likely to be reduced by the capacity of the downstream pipes and the Bremer River water level. If there was intense rainfall in the local catchment it is easily possible that the detention basin will fill to the road level, which is clearly above the level of much of the house.



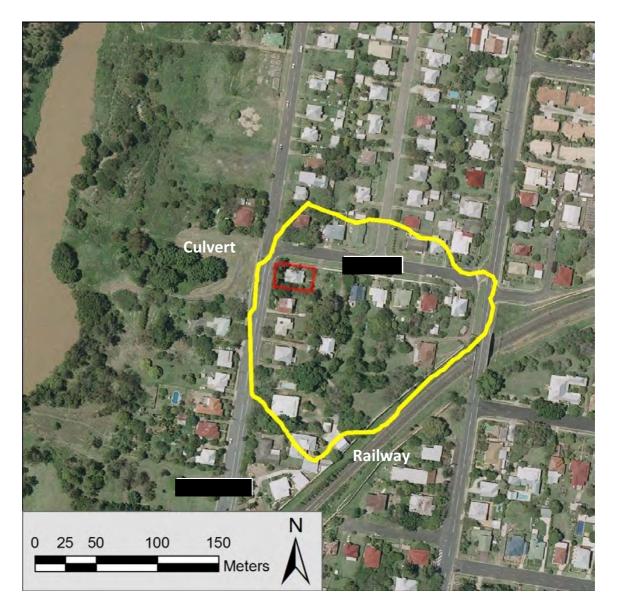


Figure 4-1 Stormwater Catchment draining to



4.2 January 2011 Event Timing

Figure 4-2 shows the location of rainfall gauges and the Bremer River water level gauge adopted for this study. The gauges are the best available relevant data for the event. Figure 4-3 shows hourly rainfall totals for the January 2011 storm for selected rainfall stations in the vicinity of the subject property. Given the spatial distribution of a storm, it is expected that the rainfall timing and totals will vary across Ipswich. This is confirmed by the results shown in Figure 4-3. Therefore, rainfall totals for the subject site will vary from that of even nearby sites. Notwithstanding this, the rainfall record of nearby stations does provide indicative timing and depth for rainfall at the subject site and confirms the statement of the property owner that intense rainfall fell for approximately 1.5 hours around 1200 hours on 11 January.

Figure 4-4 shows the hourly rainfall totals for the Brassall (Hancocks Bridge) rain gauge together with Bremer River (Ipswich City) water levels for the event. Figure 4-4 shows:

- The local rainfall ceased some 18 hours before the Bremer River flood peak.
- The Bremer River gauge level (Ipswich City) at the cessation of local rainfall was approximately 12 m and peaked at 19.4 m.



Figure 4-2 Locality Diagram for Adopted Rainfall and Stream Gauges

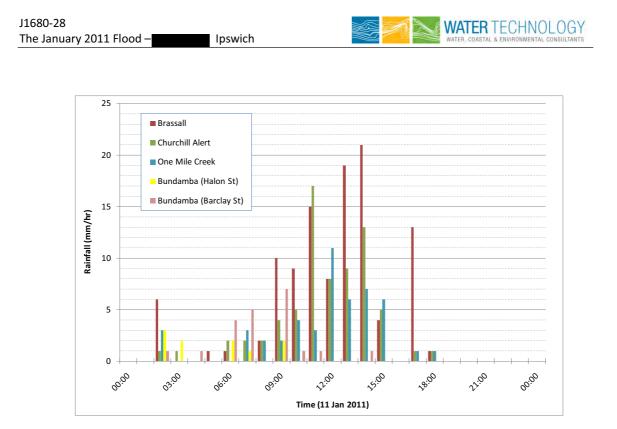


Figure 4-3 Hourly Rainfall Totals for the January 2011 Storm for Selected Rainfall Stations in the Vicinity of the Subject Property

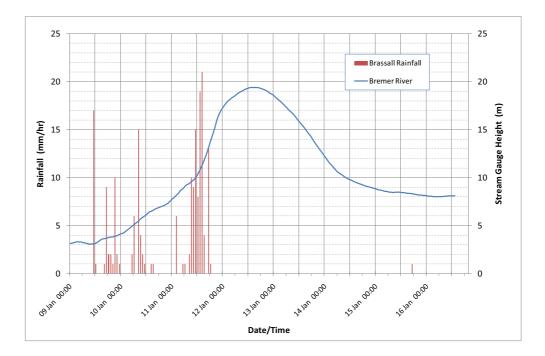


Figure 4-4 Hourly Rainfall Totals and Bremer River Water Level for the January 2011 Flood



4.2.1 Conclusion

The local rainfall and Bremer River water level assessment confirms the statements of

- Rain started falling at approximately 6am on 11 January 2011.
- Heavy rainfall occurred around approximately midday on 11 January 2011.
- The rainfall occurred well before and is independent of the Bremer River flood peak.
- At the time of the cessation of the local rainfall the Bremer River was still some 7 m below its eventual flood peak and would not have inundated the property at this time.

4.3 November 2008 Event

Given that the occupant of the subject property stated that January 2011 flood had similar rainfall and stormwater behaviour of the November 2008 flood at the same property, a comparison of the behaviour of both storms was made.

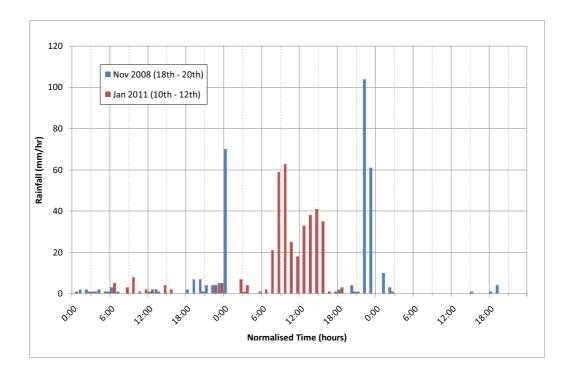


Figure 4-5 Comparison of 20 November 2008 and 11 January 2011 Rainfall at Tullegulla (near Rosewood)

The 2008 rainfall can be seen to have occurred on two separate occasions some 18 hours apart. The 2011 rainfall, however can be seen to have fallen in essentially one burst commencing at 6am on the 11th of January 2011 and concluding some 9 hours later at approximately 1500. This event is more likely to produce stormwater runoff flooding at **Exercise** than the 2008 rain as the prolonged nature of the burst on 11 January provided no opportunity for the resulting runoff to drain away.

Consequently we are of the opinion that the rainfall pattern for the 2008 flood is too dissimilar to the 11 January 2011 flood for any useful comparison to be made, except to note that if the property was inundated by stormwater runoff in 2008, the rainfall on 11 January 2011 is more likely to have caused stormwater runoff due to the larger quantity of rainfall delivered in a continuous burst.

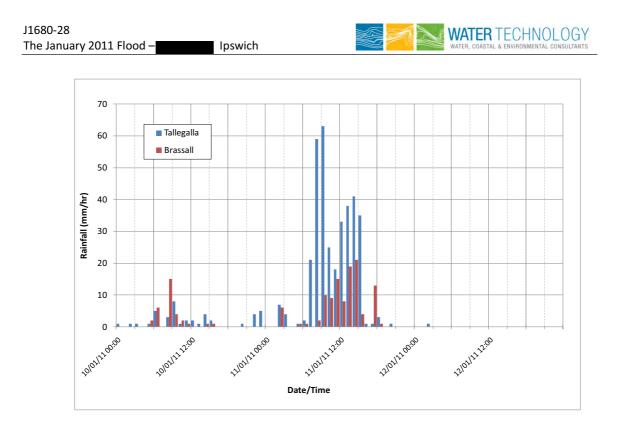


Figure 4-6 Comparison of 11 January 2011 Rainfall at Tullegalla and Brassall



5 THE BREMER RIVER PEAK

5.1 General

As referred to earlier in this report, the rain stopped falling at approximately 1500 hours on 11 January 2011. At the time of the cessation of the rainfall the Bremer River was still some 7m below its eventual floodpeak. By the time the Bremer peaked, the property at the was inundated to the extent of approximately 1m above the 1st floor level.

It has therefore been necessary to consider as part of the investigation of the inundation of the property at the mechanisms that lead to broad scale flooding in this region.

5.2 Meteorology

The National Climate Centre's Special Climate Statement 24 (BoM, 25 January, 2011) provides an overview of the January 2011 rainfall which resulted in the inundation event in Ipswich. Several extracts of this report are quoted below:

Major Rain Events of the Period

...

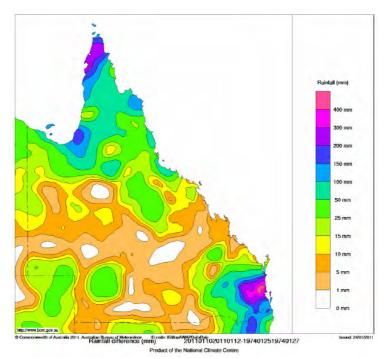
10 to 12 January. An upper-level low combined with a humid easterly flow to bring very heavy rain to southeast Queensland and northeast New South Wales. The heaviest falls were in the areas north and west of Brisbane. ... Three-day totals exceeded 200 mm over most of the area bounded by Brisbane, Gympie and Toowoomba, including the majority of the Brisbane River Catchment. Further south, totals exceeding 100 mm extended to the coast and adjacent ranges of New South Wales north of Coffs Harbour, locally approaching 200 mm on parts of the Northern Tablelands, and also extended into inland southern Queensland as far west as Dalby. The heavy rain covered a smaller area than was the case in the late December event. The highest daily totals observed in the Bureau's regular network were 298.0 mm at Peachester and 282.6 mm at Maleny on 10 January, while the highest three-day totals were 648.4 mm at Mount Glorious and 617.5 mm at Peachester. Intense short-period falls also occurred during the event, with onehour falls in excess of 60 mm occurring on both 10 and 11 January at numerous stations in various locations north and west of Brisbane. It is possible that higher short-period falls occurred in areas between observing sites.

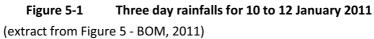
Extreme Daily Rainfall Totals for the Period

...

Peak rainfalls from the 1974 event were substantially heavier than those in 2011. Many stations in the 1974 event experienced daily totals which exceeded 400 mm; the highest were 563.2 mm at Mount Tamborine and 561.5 mm at Wundurra, in the Gold Coast hinterland, while in the Brisbane area 475.8 mm fell on 26 January at Enoggera Reservoir.. 1974 also saw much heavier rainfall in metropolitan Brisbane than 2011, with Brisbane's three-day and peak one-day totals of 600.4 mm and 314.0 mm in 1974 comparing with 166.2 mm and 110.8 mm in 2011. However, in 1974 the heaviest rains were close to the coast, whereas in 2011 heavy falls spread further inland, and on the western fringe of the Brisbane River catchment and on the Great Dividing Range 2011 was the wetter of the two events (Figure 5 ...). The weeks prior to the 1974 event, whilst wetter than normal, were also less wet than the equivalent weeks prior to the 2011 event.







Floods resulting from the rainfall

The most destructive floods during the period occurred during the second week of January in the southeast corner of Queensland and adjacent border areas of New South Wales. There was major flooding through most of the Brisbane River catchment, most severely in the Lockyer and Bremer catchments where numerous flood height records were set ..., along with the Toowoomba area just outside the Brisbane catchment. In Brisbane it was the second-highest flood of the last 100 years, after January 1974. The flooding caused substantial loss of life, and thousands of properties were inundated in metropolitan Brisbane and elsewhere. Major flooding with inundation of properties also extended inland to the upper Condamine-Balonne catchment, with Chinchilla and Dalby being severely affected for the second time in less than a month. ...



5.3 Rainfall and Stream Gauging Stations

Set out in Figure 5-2 and Figure 5-3 is the location of the rainfall and stream gauging stations in the entire catchment for the Ipswich area.

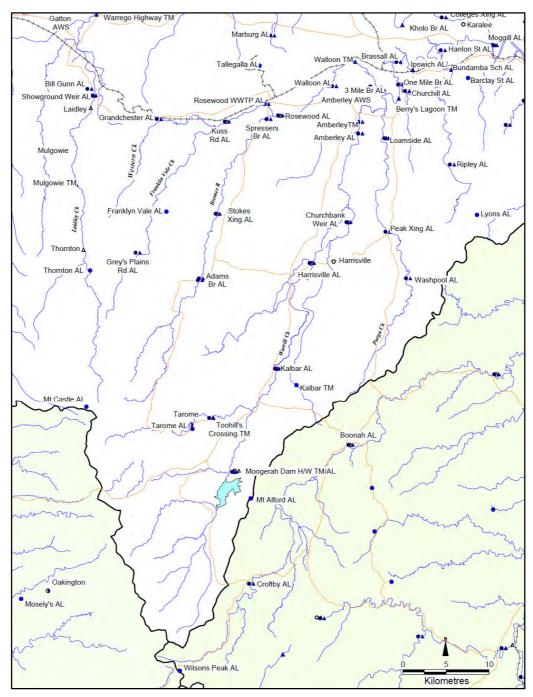


Figure 5-2 Ipswich Catchment Rainfall and Stream Gauging Stations

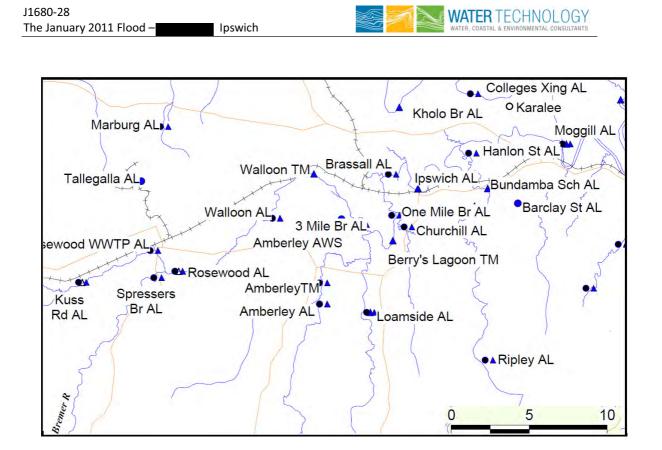


Figure 5-3 Ipswich Catchment Rainfall and Stream Gauging Stations – Ipswich Area

5.4 Analysis

A substantial amount of rain fell in the Bremer River catchment from around 6.00am on 11 January 2011 and as this water headed down the Bremer River towards the junction with the Brisbane River, the Brisbane River started to have an effect. The level of the Brisbane River was high at the time due to releases from the Wivenhoe Dam because of the rain which had fallen over the dam's catchment from early on 9 January 2011. This meant that the Bremer River could not drain into the Brisbane River as quickly as it normally would. This, combined with the rainfall in the Bremer River catchment, caused flooding in Ipswich.

6 CONCLUSIONS

6.1 Summary

The property is located within an area that could be described as a detention basin with a 2.73 ha catchment. Discharge from the basin is controlled by a small diameter outlet pipe whose effectiveness is likely to be reduced by the capacity of the downstream pipes and the Bremer River water level. If there was intense rainfall in the local catchment it is easily possible that the detention basin will fill to the road level (which is higher than much of the subject property).

An assessment of local rainfall and Bremer River water levels confirm the statements of



- Rain commenced at approximately 6am on 11 January 2011.
- Heavy rainfall occurred around approximately midday on 11 January 2011.
- The rainfall occurred well before and is independent of the Bremer River flood peak.
- At the time of the cessation of the local rainfall the Bremer River was still some 9 m below its eventual flood peak and would not have inundated the property at this time.

The occupant stated that a similar flood with similar rainfall and runoff behaviour occurred in November 2008. That is, local stormwater runoff ponded in the property to a depth approximately 300mm below the floorboards in the first level. The occupant noted that the Bremer River flood in November 2008 did not reach the subject property.

We are of the opinion that the rainfall pattern for the 2008 flood is too dissimilar to the 11 January 2011 flood for any useful comparison to be made, except to note that if the property was inundated by stormwater runoff in 2008, the rainfall on 11 January 2011 is more likely to have caused stormwater runoff due to the larger quantity of rainfall delivered in a continuous burst.

6.2 Conclusions

The following conclusions were drawn:

- The available data supports the statements of the occupant of **and the statements** and his neighbours.
- The site was flooded by two separate sources:
 - Stormwater to a depth of approximately 11 inches (28cm) above the floor of the first floor of the house. This flooding occurred within 24 hours of rainfall commencement.
 - River flooding for approximately 1m above the floor of the first floor of the house. The timing of this flooding and the rainfall causative rainfall is currently unclear.



7 APPENDIX A – SITE PHOTOS



 Figure 7-1
 Rear of Property Looking Towards
 Showing Height of First Floor above the Ground

(Source:







 Figure 7-2
 Field Gully in Backyard of Property

 (Source: Water Technology)



 Figure 7-3
 Rear of Property Looking Towards
 Street

 (Source: Water Technology)
 Street
 Street





 Figure 7-4
 Corner of and and account to the Bremer River

 Is on the Left of the Photo) (Source: Water Technology)



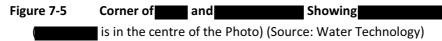


Exhibit 10

25/1/11 1:35pm - Flooded before floods claims due to stormwater fun aff. Bremmer River was > 1 km away. Requests temporary a commodation filt employed lost all tools so has now applied to Contenlink. + Cannol wash week, use toilet. Nothing left in (pswich to vent > Child is having accidents as tuning on the read toilet. States we are paymy - Prisagree -Obligation of the + attended last we - W Phinday

Exhibit 11



RACQ INSURANCE CLAIMS P O Box 3004 Logan City QLD 4114 To reply, please call direct on 07 3361 8841 or Facsimile on 07 3219 0489

28 January 2011		
EAST IPSWICH QLD	305	
Claim Number: Property:	East Ipswich	QLD 4305
Dear Mr and Mrs		

We are responding to your request for urgent financial assistance as a result of the above claim.

RACQI subscribe to the General Insurance Code of Practice which provides that:

Where you satisfactorily demonstrate to us that you are in urgent financial need of the benefits you are entitled to under your policy as a result of the event causing the claim, we will:

- a) fast-track the assessment and decision process of your claim; and/or
- b) make an advance payment to assist in alleviating your immediate hardship within 5 business days of you satisfactorily demonstraiing your urgent financial need.

We have fully considered your request for financial hardship and wish to advise you that on this occasion you are not entitled to urgent financial assistance. The reason for this decision is that at this time RACQ Insurance's investigations into your claim suggest that some or all of your loss or damage may not be covered by your policy.

Your claim will now continue to proceed through the RACQ Insurance claims process.

If you are dissatisfied with the position we have taken in relation to this matter, RACQ insurance has an appeal process that we would like you to be aware of. We have enclosed a Customer Information Sheet outlining this process should you wish to dispute our decision. This entire process is at no cost to you.

If you have any questions or need more information, please call us on

Yours faithfully

Customer Dispute Resolution Manager

P Drive - Financial Hardship FHDEC01 V1 Last Update: 24/02/06

-



CUSTOMER INFORMATION SHEET

HOW TO MAKE A COMPLAINT

RACQ Insurance provides a free and impartial review process established to attend to any complaint you may have in relation to our products or our claims process.

Please refer your complaint to us by writing to RACQ Insurance - Customer Dispute Resolution Department PO Box 3004 Logan City, QLD 4114 or by telephoning (07) 3361 2141 or on 13 7202 outside normal business hours. Your complaint will be referred to the relevant manager who will review the matter and respond within fifteen business days of our receiving notice of the complaint. When you write or call, please provide a telephone number at which you may be contacted.

If your complaint is not resolved to your satisfaction:

If you are dissatisfied with the outcome of the manager's raview you can have your complaint escalated to the next stage of the free and impartial review process.

You can request the matter be referred to the RACQ Insurance Internal Disputes Resolution Committee where the matter will be treated as a dispute. The Committee is made up of a selection of business representatives with the appropriate knowledge, skills and authority to deal with the dispute. Your dispute will be considered and you will be notified of the committee's decision within fifteen business days of our receiving notice of the dispute. There is no cost for the above process.

If your dispute remains unresolved to your satisfaction:

RACQ Insurance is a member of the insurance industry approved external dispute resolution service known as the Financial Ombudsman Service Limited. The Financial Ombudsman Service Limited is in place to assist in resolving disputes between consumers (you) and the participating financial service provider (RACQ Insurance).

Note: The Financial Ombudsman Service Limited requires that our internal dispute process be allowed the opportunity to resolve your complaint prior to being referred to the service for its review and consideration.

You can contact the Financial Ombudsman Service Limited, who can advise you whether your dispute is one which falls within their Terms of Reference. Just write to the Financial Ombudsman Service Limited, GPO BOX 3, Melbourne VIC 3001 or telephone 1300 780 808 (local call cost for consumers outside the Melbourne metropolitan area). Further information can also be obtained by visiting their website at www.fos.org.au.

RACQ Insurance Limited ABN 50 009 704 152 - AFSL No. 233082

Exhibit 12

RACQ INSURANCE CLAIMS P O Box 3004 Logan City QLD 4114 To reply, please call direct on 07 3361 8841 or Facsimile on 07 3219 0489

28 January 2011 EAST IPSWICH QLD 4305 Claim Number: Property: East Ipswich QLD 4305 Dear Mr and Mrs

This letter confirms our telephone conversation on the 1st February 2011.

In accordance with section 3.7(b) of the General Insurance Code of Practice, your request for financial hardship has been considered and approved.

As advised your advance payment of \$5,000 will be processed via electronic funds transfer to your nominated account.

RACQI has made the advance payment to you based on the information known by RACQI at the time of your request for financial hardship assistance. Your claim is still being assessed by RACQI and RACQI will be advising you on whether your claim has been approved after its investigations have been completed.

The payment is made subject to the terms of your policy and without admission by RACQI.

This means that in the event that RACQI become aware of further information that suggests that some or all of your loss or damage is not covered by your policy, RACQI can decline your claim in full. RACQI can also request that the advance payment made to you be repaid to RACQI.

If upon completion of RACQI's investigations, your claim is approved, RACQI will deduct the amount of the advanced payment from the amount that will be paid in response to your claim.

If you have any questions or need more information, please call us on

Yours faithfully,

Customer Dispute Resolution Manager

P Drive – Financial Hardship FHDEC01 V1 Last Update: 24/02/06

Exhibit 13



RACQ INSURANCE Limited 2649 Logan Road EIGHT MILE PLAINS QLD 4113 Ph: (07) 3361 2444 Fax: (07) 3219 7955 ABN 50 009 704 152

10 February	7 2011	
EAST IPSWI	CH Qld 4305	
Dear Mrs		
Re:	Claim Number -	

We refer to previous correspondence in relation to your claim and advise at your request the Internal Dispute Resolution Committee reviewed your claim on Thursday 10 February 2011.

The Committee has reviewed your file and advise the Committee has agreed with the decision of the Claims Department as conveyed to you on the 28th January 2011. Based on the facts presented, the Committee has upheld this office's previous decision that before we can determine whether your policy will respond to your claim, the Claims Department will require a hydrologist report to verify whether your claim is a result of an Insured Event.

The Committee further agrees that before emergency and alternative accommodation can be provided in line with the terms and condition s of your policy, your home would need to be damaged by an Insured Event rendering it unfit to live in.

RACQ Insurance Home and Contents insurance is designed to provide you with cover for your home and contents in the case of loss or damage caused by an Insured Event.

The RACQ Insurance Household policy PDS provides cover for: The Insured Events listed on pages 17 through to page 22.

Insured events you are covered for

If your home is covered by this policy, the word home will be shown on your certificate of insurance. We cover your home for loss or damage caused by any of the insured events, which happen at the property address during the period of insurance.

Your home is defined as, your residential building situated at the insured property address including in part, fixed swimming pools, spars or saunas and their associated pump motors and filters.

We refer your attention to the following section of your current Household Insurance RHHB2 10/09 Product Disclosure Statement, found on page 41 which states in part:



RACQ INSURANCE Limited 2649 Logan Road EIGHT MILE PLAINS QLD 4113 Ph: (07) 3361 2444 Fax: (07) 3219 7955 ABN 50 009 704 152

Emergency and alternative accommodation

Home cover - If your home was owned and occupied by you immediately prior to it being damaged by an insured event rendering it unfit to live in.

The decision by the Committee is the final step in this stage of your internal appeal process. If you are dissatisfied with our internal dispute resolution (IDR) decision you may refer your dispute to the Financial Ombudsman Service Limited (FOS).

The FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes that are covered by its Terms of Reference. If you wish your dispute to be reviewed by FOS you must refer your dispute to FOS within two years of the date of the IDR decision. You can do this by contacting FOS at:

Financial Ombudsman Service Limited GPO Box 3 Melbourne, Vic 3001

1300 78 08 08 (National toll free) Tel: (03) 9613 6300 Fax: (03) 9613 6399 Email: <u>info@fos.org.au</u> Website: <u>www.fos.org.au</u>

Alternatively, you may wish to seek legal advice at your own cost.

Yours faithfully

ANZIIF (Snr. Assoc.) CIP, JP (Qual.) Chairman - Internal Disputes Resolution Committee Page Intentionally Left Blank

Page Intentionally Left Blank

Page Intentionally Left Blank

From: Sent: To: Cc:

Sunday, 27 February 2011 9:55 AM racq

Subject: Attachments: ATTN Mr Bradley Heath - Chief Executive Officer

Mr Bradley Heath Chief Executive Officer RACQ Insurance PO Box 4 SPRINGWOOD QLD 4127 27/02/2011

Dear Mr Heath

I am writing to inform you that I have removed RACQ as my CTP insurer from my Ford vehicle due to the disgraceful way that we have been treated by your company.

It is nearly seven weeks since we lodged a claim for water damage to our property and we are still waiting to be told if RACQ has decided to accept this as an insured event, we have been declined emergency accommodation from the first day we spoke with your representatives. We cannot access the government grants to make our home at least habitable because of the inability of your company to stay within the Code of General Insurance guidelines which you subscribe to. We have no amenities in our home except a toilet, no bath, kitchen or laundry.

I ask that you get this matter sorted immediatly, my family is suffering severe emotional distress and you are waiting for a hydrology report. I could never have imagined that we were insured by such a heartless incompetent company that would leave my family to suffer physically, emotionally and financially in this way.

Yours sincerely



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From: Sent: To: Cc:

Subject: Attachments: Sunday, 27 February 2011 9:58 AM

ATTN Mr Bradley Heath CEO

Mr Bradley Heath Chief Executive Officer RACQ Insurance PO Box 4 SPRINGWOOD QLD 4127 27/02/2011

Dear Mr Heath

raco

I am writing to inform you that I have removed RACQ as my CTP insurer from my Daihatsu vehicle due to the disgraceful way that we have been treated by your company.

It is nearly seven weeks since we lodged a claim for water damage to our property and we are still waiting to be told if RACQ has decided to accept this as an insured event, we have been declined emergency accommodation from the first day we spoke with your representatives. We cannot access the government grants to make our home at least habitable because of the inability of your company to stay within the Code of General Insurance guidelines which you subscribe to. We have no amenities in our home except a toilet, no bath, kitchen or laundry.

I ask that you get this matter sorted immediately, my family is suffering severe emotional distress and you are waiting for a hydrology report. I could never have imagined that we were insured by such a heartless incompetent company that would leave my family to suffer physically, emotionally and financially in this way.

Yours sincerely



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From: Sent: To: Cc:

Subject: Attachments: Sunday, 27 February 2011 10:01 AM

ATTN Mr Bradley Heath CEO

Mr Bradley Heath Chief Executive Officer RACQ Insurance PO Box 4 SPRINGWOOD QLD 4127 27/02/2011

Dear Mr Heath

racq

I am writing to inform you that I have removed RACQ as my road side assistance provider for our vehicle due to the disgraceful way that we have been treated by your company.

It is nearly seven weeks since we lodged a claim for water damage to our property and we are still waiting to be told if RACQ has decided to accept this as an insured event, we have been declined emergency accommodation from the first day we spoke with your representatives. We cannot access the government grants to make our home at least habitable because of the inability of your company to stay within the Code of General Insurance guidelines which you subscribe to. We have no amenities in our home except a toilet, no bath, kitchen or laundry.

I ask that you get this matter sorted immediately, my family is suffering severe emotional distress and you are waiting for a hydrology report. I could never have imagined that we were insured by such a heartless incompetent company that would leave my family to suffer physically, emotionally and financially in this way.

Yours sincerely



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Subject:

FW: ATTN MR BRADLEY HEATH - URGENT

From: Sent: Tuesday, 1 March 2011 8:04 AM To: racq Cc: Subject: ATTN MR BRADLEY HEATH - URGENT

> Mr Bradley Heath Chief Executive Officer RACQ Insurance PO Box 4 SPRINGWOOD QLD 4127 1/03/2011

Dear Mr Heath,

It is now 7 weeks since we lodged our claim with your company. We still do not even have an answer. We are STILL waiting for a hydrologist report. Please explain to me why this is taking so long. What sort of company do you run? How long must my family suffer at your companies hands?

Why do you not reply to emails to queries? What will it take to get an answer to our claim? Please have the common courtesy to respond with the answers I need. I could never have imagined that your company would have been so incompetent and cruel to its customers.

I am sure that you and your family are quite comfortable at home, you probably have hot water, a kitchen, a shower or two in your house and maybe even a washing machine. I am sure that in the evening after a nice family dinner you tuck your children into their nice warm clean beds and they sleep peacefully, well all I want the same for my family and your company is making sure that I cannot provide this for mine. Please tell me what you would do if you where in my position.

I want this sorted out immediately, YOU need to sort this out! I have waiting long enough. My family has been living in less than 3rd world conditions because of RACQ's stalling tactics. As the CEO you and your staff you should all be ashamed of yourselves for what you are doing to your policy holders.



<u>I require that this matter be sorted by close of business today.</u> You have had ample time plus more.





RACQ Insurance Limited ABN 50.009.704.152

2649 Logan Road, Eight Mile Plains, Qld 4113 (PO Box 4, Springwood, Qld 4127 Ph; (07) 3361 2444 Fax: (07) 3841 2995 Web: racqinsurance.com.au





I refer to your emails dated 27th February 2011 and your decision to discontinue your CTP policies with RACQ Insurance. I note that you have also decided to cancel your RACQ road side assistance. I can advise this will be replied to under separate cover.

The severe Queensland weather events have been devastating and unprecedented. Due to the complexity of these events, we are working with a range of providers to manage claims as fast as possible, but there is enormous pressure on the number of resources available to the industry at this time. Further, all the information needed for us to investigate claims has simply not been available.

To assist you with your immediate needs I note that we provided a \$5,000 emergency payment to you on 2 February 2011. I trust that this has been of some assistance to you and your family.

I note from your claim file that we have provided regular updates to you on the progress of your claim. In the last discussion with you on Friday 25 February 2011, we advised you that unfortunately we are still waiting on the outcome of our investigations for Ipswich and your property in East Ipswich. I do sincerely apologise for the delay, but I wish to assure you that we are doing everything we can to finalise your claim.

RACQ Insurance remains committed to assisting all customers and expects to be in a position to give further advice as soon as our investigations are completed.

Yours faithfully

Bradley Heath Chief Executive Officer RACQ Insurance Limited

From: Sent: To: Subject: Attachments: racq Tuesday, 1 March 2011 1:29 PM

Emails - Sunday 27th February and Tuesday 1st March document2011-03-01-103554.pdf

Dear

We refer to your emails of Sunday 27th February and Tuesday 1st March. Please refer to the attached letter which has been express mailed to you today.

Regards

Bradley Heath Chief Executive Officer RACQ Insurance Limited



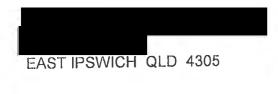
RACQ Operations Pty Ltd ABN 80 009 663 414 Agent for the RACQ Group 2649 Logan Road, Eight Mile Plains, Qld 4113 | PO Box 4, Springwood, Qld 4127 T (07) 3361 2444 W racq.com

🔪 Motoring 🚿 Insurance 🔌 Travel 🔪 Finance

Telephone: (07) Facsimile: (07)

1 March 2011

FILE COPY

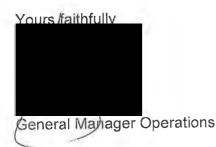


Dear Mr & Mrs

Thank you for your recent correspondence directed to the CEO of RACQ Insurance.

We acknowledge your request to cancel your roadside assistance membership with the RACQ and confirm that this has been completed.

We thank you for your past support of the organisation.



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BLET2C 05/06

Subject:

FW: ATTN Mr Bradley Heath

From: Sent: Tuesday, 1 March 2011 4:03 PM To: racq Cc: Subject: ATTN Mr Bradley Heath

Dear Mr Heath,

Thank you for your response.

Unfortunately you still have not answered my question, I feel I may have not been clear about what I information I wanted from you.So please let me make this as clear as possible. When will we have a decision about our insurance coverage? When will we be given the Emergency accommodation that is provided in our policy? Do you believe that 7 weeks after a claim is lodged is an appropriate time frame to still be waiting for an answer?

Page 37 of your PDS offers to provide us with Emergency accommodation, once our house has become uninhabitable, it does not use the phrase included in all your other benefits "subject to acceptance of the claim."

It only requires us to lodge a valid claim for an insured event. Our home was rendered uninhabitable by water damage the day before the Bremer flooded. Therefore our claim is for a valid insured event regardless of if you subsequently accept the claim or not. This portion of the claim ie. 10% of the insured amount was due immediately. What else can 'Emergency' mean. My husband has achieved a gold membership with your company and we have both been long time supporters of your company and it is only out of that loyalty that we gave you all of our insurance business. We note that you are experiencing difficulties with resources but this is not an excuse for not paying the portions of claims (ie. Emergency accommodation) that are not dependent on a hydrologist to determine eligibility.

You may not realize that prior to the rain in (December2010/January2011) that your company did not have any arrangements with Water Technologies to cover the Ipswich council area but the Bureau of Meteorology was predicting a major flood, it is most reprehensible of your company, a "Queenslander" to have failed to have been adequately prepared for a state of emergency that was known to be coming. Further more by the end of the 4th week after our claim was lodged your company had still not reached a contractual arrangement with Water Technology or any other company for our area.

You may care to investigate on our behalf why a further 2 weeks has elapsed since the Water Technology hydrologist came to our property and they have to declined to forward their report to you. We know that they were provided with adequate information to clearly establish that our house was partially damaged by a storm and further damaged by water inundation as a consequence of the same storm. They have spoken with numerous independent witnesses including a SES team leader who was present when our home was inundated the day before the Bremer rose, they have also spoken to a geologist who witnessed the entire event. We provided photos which demonstrated that the inundation could not be riverine.

The only reason I can think of for Water Technology continuing to unacceptably delay the report is that it conflicts with the larger more lucrative Ipswich wide report where it appears that they feel they have running orders from your organization to minimize your pay out.

I acknowledge the receipt of an emergency payment of \$5000.00 dollars for hardship that originally we were declined for. For how long do you expect this money to last? We are still responsible for our bills, for feeding our family, paying your insurance premiums (which have been increased by \$13.00 a month approx - you may want to explain that to me as well please.) and for replacing a few clothes school expenses, psychological appointment expenses for our son who is in extreme distress, fuel etc. We can no longer work and are now totally reliant on Centrelink payments. We are still required to pay registration on our cars, rates on our home, the house payment (the banks will only give us a short stay from the payments, they cant wait forever either.) The list continues. if you average this money out over 7 weeks it comes to \$714.28 a week and every week that gets stretched more and more .. so how long do you expect this to last us? If we were in suitable accommodation we would be able to replace the items we have lost and be better prepared to face the daily grind that we are facing.

My other issue is the "updates", most of the time we call you! The result of all of these conversations is the same - we don't know - we can't give you a date - you must understand our position we are very busy - we are unable to provide emergency accommodation - we are waiting for the hydrologist reports - the hydrologists need more time - other insurers are declining claims already on hydrologist reports but our wording is different (ADAM), and many more these are not updates they are excuses. We are not prepared to consider that matter (the matters that he indicated he would not consider were the ones put to him by the ombudsman's office)- but you would have been flooded by the Bremer 12hrs later anyway - these 2 pearlers came from the contact in RACQ for the ombudsman's office.

It has been our experience that **second** attitude is representative of almost all of your employees that are part of the event management team. They lack compassion, thourough knowledge of insurance law, we have often been treated with disdain, we feel that they have simply not been prepared adequately for dealing with people who have been through a disaster.

We need an answer to our claim not excuses as to why you haven't made a decision yet.

Thank You

From: racq <racq@racq.com.au>

To: '

Sent: Tue, 1 March, 2011 1:29:22 PM

Subject: Emails - Sunday 27th February and Tuesday 1st March

Dear Mrs

We refer to your emails of Sunday 27th February and Tuesday 1st March. Please refer to the attached letter which has been express mailed to you today.

Regards

Bradley Heath Chief Executive Officer RACQ Insurance Limited

\$50 off vehicle inspections

An RACQ vehicle inspection is great for new car buyers, or to check for any faults before your warranty expires. Members get \$50 off the retail price. For more info visit http://www.racq.com.au/motoring/cars/car_advice/vehicle_inspections

Please Note: If you are not the intended recipient, please delete this email as its use is prohibited. RACQ does not warrant or represent that this email is free from viruses or defects. If you do not wish to receive any further commercial electronic messages from RACQ please e-mail unsubscribe@racq.com.au or contact RACQ on 13 19 05.

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From:		
Sent:	Thursday, 3 March 2011 8:54 AM	
То:	Rocco Russo	
Cc:	DALE, Graham;	
Attachments:	(Ipswich) Option 2.DOC;	(Ipswich) Option 1.doc
Importance:	High	
Please consider this with	regard to the options prepared yesterday.	

Regards

Executive Officer RACQ Insurance Limited

PO Box 4, Springwood, Queensland, 4127, Australia 2649 Logan Road Eight Mile Plains, Queensland, 4113, Australia Telephone: +61 (7) 3361 8898 | Mobile: +61 (0) 438788711 | Facsimile: +61 (7) 3841 2995 Email: <u>michael.magee@racqi.com.au</u> | Web: <u>www.racqinsurance.com.au</u>

From: ________ [mailto:sustainability1@rocketmail.com] Sent: Wednesday, 2 March 2011 17:15 To: racq Cc:_______@ipswich.qld.gov.au Subject: ATTN Mr Bradley Heath CEO RACQ insurance

Mr Heath

Since you are claiming that information needed for you to investigate the claim is simply not available, please clarify for me exactly what "information" is not available, and when will this "information" be available, a timeframe for this "information". Will this "information" ever be available?

It is of the utmost urgency that I request this information. I need to prepare other options for my family and this information is paramount to the decisions we need to make.

If there is an issue with the Hydrologists please send me their contact details and the name of the contact person and I will be happy to phone them myself to inquire about the reasons for them taking such an unreasonable amount of time to produce this report. We will be happy to provide any further information that has been either lost or misplaced to eith you or them.

Please respond to this email as soon as possible because my year old does not have a safe bed to sleep in tonight.

Yours Sincerely and awaiting your reply

--- On Tue, 1/3/11, racq <<u>racq@racq.com.au</u>> wrote:

From: racq <<u>racq@racq.com.au</u>> Subject: Emails - Sunday 27th February and Tuesday 1st March

To:

Received: Tuesday, 1 March, 2011, 3:29 AM

Dear

We refer to your emails of Sunday 27th February and Tuesday 1st March. Please refer to the attached letter which has been express mailed to you today.

Regards

Bradley Heath

Chief Executive Officer

RACQ Insurance Limited

\$50 off vehicle inspections

An RACQ vehicle inspection is great for new car buyers, or to check for any faults before your warranty expires. Members get \$50 off the retail price. For more info visit <u>http://www.racq.com.au/motoring/cars/car_advice/vehicle_inspections</u>

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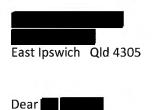
This communication has been sent on behalf of RACQ Insurance Limited [RACQI]. The information contained in this communication may be privileged and confidential. If you are not the intended recipient, any use, disclosure or copying of this communication is expressly prohibited. If you have received this communication in error, please delete it immediately. RACQI and its associated entities do not warrant or represent that this communication [including any enclosed files] is free from electronic viruses, faults or defects.



RACQ INSURANCE Limited

ABN 50 009 704 1522649 Logan Road Eight Mile Plains QLD 4113 Trading as RACQ Insurance PO Box 4, Springwood Qld 4127 www.racginsurance.com.au Ph: (07) 3361 2444 Fax: (07) 3841 2995

3 March 2011





Thank you for your email received on 1st and 2nd March 2011.

I assure you that RACQ Insurance is committed to resolving your claim as quickly as possible.

Based on current information available to us we hope to come back to you on or before 5.00pm Friday 4 March 2011, with a decision on your claim. I will try to explain why I cannot be more definite, and why it has not been possible to make a decision on your claim earlier.

It is widely accepted that the floods that impacted Queensland in late December and January of this year were an unprecedented event that have had an enormous impact on the whole state. Based on our investigations so far, the causes of the event involve complex and varied scenarios and this is certainly the position in Ipswich. As best as we can understand, it is not possible to arrive at quick and definite conclusions about what caused the situation.

In fact, it has been reported in the media that a number of leading experts are currently considering the situation for the Insurance Council of Australia and that those experts are unable at this stage to reach definite conclusions about many aspects of the Queensland floods.

On top of the complexity and unprecedented nature of the event, things are made worse by the fact that information that could assist analysts has not been available by relevant authorities. For example, RACQ Insurance has made requests to Brisbane City Council and Ipswich City Council to obtain access to hydrodynamic models. This information has not been received.

This event has also placed extraordinary pressure on external people who need to be involved in assessment of thousands of claims that have been received – for example, hydrologists.

These things are outside RACQ Insurance's control and unfortunately have caused delays.

For RACQ Insurance's part, we have established dedicated teams to manage claims and we are in position to act quickly as soon as all relevant information is to hand. We have also established a compassionate fund to make payments to some people who may have been affected by the floods.

Overall, RACQ Insurance has and will continue to do everything it can to progress things as quickly as possible but we believe it is important to have some regard to external factors, which have had an impact on the timing for assessing claims. Unfortunately, this unprecedented event is not a situation that lends itself to quick assessments.





In your email, you have asked about things in our policy such as emergency or alternative accommodation. At this time, your claim has not been accepted and those benefits do not apply. The \$5,000 payment we have made to you was something we did outside your policy in light of your personal circumstances.

We have given your claim priority in light of your individual circumstances. In fairness to our many policyholders that have been affected by this event we are trying to do this across the board where appropriate circumstances are brought to RACQ Insurance's attention.

As part of the priority given your claim, we have organised an individual site inspection by a hydrologist to try to assist with the assessment process. Unfortunately, this has not assisted in making a quicker decision as it is clear that your situation (as is the case with many others in lpswich) requires a consideration of regional issues as well as individual circumstances. I'm sure you will appreciate that RACQ Insurance has legal obligations to various people and cannot simply pay claims on the basis of assumed conclusions.

Although RACQ Insurance's representatives are seeking access to hydrodynamic models from the Ipswich City Council to assist with assessing claims (access has not yet been granted despite requests), RACQ Insurance is also looking at other options to enable it to make decisions on some claims immediately. Despite this, your claim is one of the claims where RACQ Insurance is seeking to make an immediate decision.

I'm sorry that it has not been possible to make a decision on your claim earlier. I hope my comments explain why this has been the case. We will get in touch with you when we are in a position to make a final decision on your claim.

Yours faithfully

Bradley Heath Chief Executive officer RACQ Insurance Limited

RACQ Insurance Limited

ABN 50 009 704 152 / AFSL No. 233082

V Finance

V Insurance

Motoring

V Travel

From:	racq
Sent:	Thursday, 3 March 2011 2:39 PM
To:	
Subject:	Emails - Tuesday 1st March and Wednesday 2nd March 2011
Attachments:	3 March 2011.pdf

We refer to your emails of Tuesday 1st March and Wednesday 2nd March. Please refer to the attached letter which has been express mailed to you today.

Regards

Bradley Heath Chief Executive Officer RACQ Insurance Limited

From: Sent: To: Subject:

Friday, 4 March 2011 10:14 AM

FW: Hydrology report

FYI

Director

WATER TECHNOLOGY • 0429 020 862 • www.watech.com.au

From: Sent: Friday, 4 March 2011 9:18 AM To: Subject: FW: Hydrology report

From: admin Sent: Thursday, 3 March 2011 2:40 PM To: Subject: FW: Hydrology report

From: Sent: Thursday, March 03, 2011 3:02 PM To: admin Cc: Subject: Hydrology report

Hi I am the owner of

East Ipswich 4305

I have been told by our insurers that the reason that they are not able to make a decision on our claim is that you have not provided them with the Hydrology report.

1. Please provide a date of when it will be sent to RACQ.

2. Would you please explain to me why after more than 2 weeks this report is not available.

As your Hydrologists would have understood on the day they came to our home we are unable to even access emergency accommodation through our policy until this report has been received. I have tried to contact your office several times and consistently are transferred to the Melbourne office and they are unable to "help" me with any inquiry.

I ask that you reply to this request urgently as the 51 day delay in being able to access emergency accommodation is causing severe emotional, physical and financial hardship on my family.

Awaiting your reply Thank you

From:		
From: Sent:	Sunday, 6 March 2011 6:15 PM	
To: Subject:		
Subject:	RACQI Claim	

Further to our conversation on Friday afternoon can confirm as follows:

- RACQI has made a decision that damage to your property is covered by the policy as a result of storm water run-off (at your property specifically).
- Our PDS limits cover for stormwater run-off at 50% of the sum insured. You have advised that you believe other storm damage has impacted the property and we will investigate this further through the quantification process.
 - RACQI has agreed to immediately make a further payment of \$10K (previously \$5K paid under financial hardship) and that the \$15K will be deducted off your final contents settlement. We processed this payment by EFT on Friday.
 - We have agreed that you and will investigate alternative accommodation options over the weekend and discuss with me further early next week.
 - We have agreed that next week we will progress the quantification process for both building and contents.
 - During the conversation you made specific comment regarding your desire to receive a cash settlement for the entire claim. | have agreed to work with you to achieve this outcome.

Regards,

(Dip Bus - FLM) Executive Manager - Household Claims & Loss Adjusting



Logan City DC QLD 4123

Phone	
Mobile	2
Fax:	07 34232487
Email:	@racqi.com.au

Subject:

FW: ATTN Mr Bradley Heath, CEO RACQI, CEO RACQ, Senior Executives RACQ & RACQI

From: Sent: Monday, 7 March 2011 2:35 PM To: racq

Subject: ATTN Mr Bradley Heath, CEO RACQI, CEO RACQ, Senior Executives RACQ & RACQI

Dear Mr Heath and Company Executives,

I am writing to voice my dismay at the inability of RACQ to be fair. I have recently left fair comments and statements on your RACQ facebook site. My comments were removed and I have been banned from the ability to leave comments on your site. It has been insinuated that I have harassed other members through their positive replies which is a complete lie.

Your staff deleted comments that my son had made, this is disgraceful, your company has put him through hell, he was polite and courteous and simply expressed his feelings, he has access to a facebook account that I allowed him to use. This account is a valid legal account. Your staff had no right to remove what he said. You are discriminating against us because we will not give you favorable comments on the facebook page. Your staff continue to make statements that are untrue, they continue to discriminate against me and continue to refuse my right to reply.

I believe that your staff complained about a page that we were running and had it closed down, thank you for removing one of our support pages that gave a place for people to come and help each other.

Your company does not like negative comments or publicity at all, that I do understand. But you leave people no options but to seek this as their remedy to their situations. How would you feel if after over 50 days you had not received an answer to your claim and were left in limbo, then to add insult to injury you have had your commercials running to advertise your "speedy" claims and commitment to Queenslanders. It is like rubbing salt into the wound every time that your advertising is shown. The facebook page we had was a place for people like me to go to chat to others and to try to work on how to get by while we were waiting for an answer. I appreciate that at day 52 (Friday Afternoon 4.20pm) we were called to confirm that you were accepting our claim. We are "now" entitled to use the emergency accommodation feature in our policy, this particular item has been one of the biggest issues I have had with your company, when exactly did you think our 'emergency' began I am sure that you cannot believe that at day 52 this is appropriate. I think that you may need to rename that particular item in peoples policy.

My family has lived 52 Days of Hell, it is not fair that we have been left in this position. Mr **second** who is assigned to our case has been polite and as helpful as he possibly could be since we began taiking with him. He is the one person in your company that is a credit to you the rest of the staff that I have had contact with have all left a lot to be desired when it comes to customer service, compassion and contact.

We are not the only family that are in this position - there are many families in Ipswich and surrounds that are still waiting for answers. Obviously we all keep in touch and talk, it is the only support we have, we are meeting for coffee this Saturday the 12th March at 12.00 at NANDOS Ipswich to have coffee and chat about where we are all at, we would like to extend an invitation to you to attend and speak with the families that are affected, come and meet the people not the policy number. We are human beings, we are hurting and we need for this to be resolved. Come and see the human side of what RACQ delays are causing, spend some time with the kids and talk to them about how they feel, talk to the mum's and dad's and to just everyday people. We will not bite, we wont yell, we will just be having coffee and talking about real issues that are affecting us all. Step out of the world you are in and into ours for just a moment and you may have a better comprehension of where we are coming from in our requests to you.

May I suggest a number of things.

1. Provide a reasonable date that these families WILL have an answer to their claims and stick to it. Really it should be within 48hrs.

2. Please don't use excuses for the delays.

3. Reword your policies without the smoke and mirrors so this sort of complication cannot happen again Hopefully you can take these suggestions on board, and there are many more constructive suggestions that many of these families could give you, that would help you provide a better service if you gave them the time to talk to them.

We are looking forward to meeting you all in person on Saturday.

1



East Ipswich 4305

Exhibit 28

From: Sent: To: Subject:

racq Tuesday, 8 March 2011 12:06 PM

Correspondence of 7th March 2011

Dear

Thank you for your note of 7th March

We understand that there may be different views on how to handle unprecedented situations such as this and we certainly have regard to all feedback from our customers. RACQ Insurance has done everything it can to progress things in the best way possible in difficult circumstances.

We can only assure you that RACQ Insurance is working very hard with specialists to determine claim outcomes for its customers and will continue to keep customers informed of progress with all claim assessments.

I am grateful for your comments about

who will continue to work with you in relation to your claim.

Yours faithfully

Bradley Heath Chief Executive Officer

Exhibit 29

From: Sent: To: Subject:	Tuesday, 8 March 2011 5:14 PM 1 RACQI Claim

Hi **Sector** ... received **Sector** message earlier today requesting a call back to your mobile number. I have tried several times today but received no answer.

Will try again tomorrow.

Regards.

Executive Manager - Household Claims & Loss Adjusting



Phone: 07	
Email:	t@racqi.com.au

Exhibit 30

Wright, Adam		
From: Sent: To: Subject:	Tuesday, 8 March 2011 6:21 PM	

Hi

I was with a builder at 5 when you rang I forgot to take my phone downstairs with me. Evenings are quite difficult to work around as the state of th

Thanks	
On Tue, 8/3/11, 1997, 1997, 1997	> wrote:
From: Subject: To: " Received: Tuesday, 8 March, 2011, 7:13 AM	

Hi **Example**...received **Example** message earlier today requesting a call back to your mobile number. I have tried several times today but received no answer.

Will try again tomorrow.

Regards.



Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

Phone:	
Email:	@racqi.com.au

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Exhibit 31

From:		
Sent: To:	Tuesday 8 March 2011 8:17 PM	
Subject:	Re: RACQI Claim	

sorry I missed you both earlier.

I was to be in a meeting at 9.30am but I will try and change this first thing tomorrow so we can catch up and work on your claim.

If for any reason I can't make this time I will call you earlier and set up another time, but will do all I can to make 9.30am.

If you have anything you would like me to consider before we talk feel free to email this through and I'll look at it for you.

Speak to you both tomorrow.

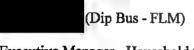
Regards,

Dip Bus - FLM) Executive Manager -Household Claims & Loss Adjusting RACQ Insurance PO Box 3004 Logan City DC QLD 4114	
Phone: mobile: Email: @racqi.com.au	
On 08/03/2011, at 6:21 PM, Hi	wrote:
call us at 930 am tomorrow morning sc and I can	s here. I am wondering if you would have time to n sit and talk with you and no disruption, nin so if you are still working we could do it then but half an hour of your time and I have an excel
Thanks — On Tue, 8/3/11,	· wrote:
From: Subject. Received: Luesday, & March, 2011, 7:15 AM	

History a call back to your mobile number. I hat tried several times today but received no answer.

Will try again tomorrow.

Regards.

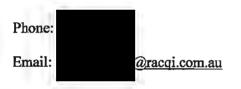


Executive Manager - Household Claims & Loss Adjusting

<image001.jpg>

PO Box 3004

Logan City DC QLD 4123



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Exhibit 32

Erom			 	
From: Sent: To:	Tuesday, 8 March 2011 11:10 PM	I		
Subject:	Re: RACQI Claim			
Attachments:	RACQ list for contents DRAFT.xlsx			

Hi Again

I have attached the excel worksheet I am currently doing for contents, this is not a completed document as it is extremely difficult both physically and emotionally to try to get everything down on paper. There are many things that are still in note form that I am trying to put in. Most of the costings are approx replacement value by searching through online stores etc. If you need any clarification about any of the items please let me know it is hard sometimes because I can know what it means and you can only guess by what I have written. My apologies for that. If I can be clearer or more precise I will be the store of the school in the morning about 8.15 if that helps you at all we will be free at that time to talk as well.

Thanks		
On Tue ,	8/3/11	wrote:
From: Subject: Re To: Receivea: T	: RACQI uesday, 8 March, 2011, 10:16 AM	
Thank:	sorry I missed you both earlier.	

I was to be in a meeting at 9.30am but I will try and change this first thing tomorrow so we can catch up and work on your claim.

If for any reason I can't make this time I will call you earlier and set up another time, but will do all I can to make 9.30am.

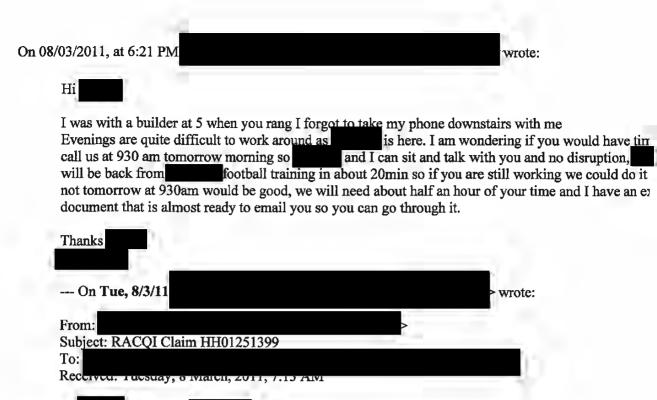
If you have anything you would like me to consider before we talk feel free to email this through and I'll look at it for you.

Speak to you both tomorrow.

Regards,

(Dip Bus - FLM) Executive Manager -Household Claims & Loss Adjusting RACQ Insurance PO Box 3004 Logan City DC QLD 4114

Phone:		
mobile		
Email:		



Hi **sector**...received **sector** message earlier today requesting a call back to your mobile number. tried several times today but received no answer.

Will try again tomorrow.

Regards.

(Dip Bus - FLM)

Executive Manager - Household Claims & Loss Adjusting

<image001.jpg>

PO Box 3004

Logan City DC QLD 4123

Phone Email: @racqi.com.au

This communication has been sent on behalf of RACQ Insurance Limited [RACQ]. The information contained in this communication may be privileged an confidential. If you are not the intended recipient, any use, disclosure or copying of this communication is expressly prohibited. If you have received this communication in error, please delete it immediately. RACQI and its associated entities do not warrant or represent that this communication [including any enclosed files] is free from electronic viruses, faults or defects.

This communication has been sent on behalf of RACQ Insurance Limited [RACQI]. The information contained in this communication may be privileged and confidential. If you are not the intended recipient, any use, disclosure or copying of this communication is expressly prohibited. If you have received this communication in error, please delete it immediately. RACQI and its associated entities do not warrant or represent that this communication [Including any enclosed files] is free from electronic viruses, faults or defects.

ENTRY BUILDING Floor tiles Paint work Light fixture Wall repair Trim color reflected throughout open plan house Front Door Front Screen Door Ceiling damage Repair round Window Damage to outside roof Electrical wiring replacement

ENTRY CONTENTS

)

	11	\$70.00
	6	\$40.00
	8	\$60.00
	2	\$245.00
Shoe racks Pine	3	\$25.00
Side table - oak	1	\$700.00
Telephone table - oak	1	\$300.00
two way radios and chargers	4	\$140.00
Red Vase Partylite	1	\$180.00
Candles and candle holders	7	\$25.00

of items

\$ of each

TOTAL

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\$770.00 \$240.00 \$480.00 \$450.00 \$75.00 \$700.00 \$300.00 \$560.00 \$180.00 \$175.00

\$3,930.00

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BUILDING LOUNGE Timber floor damage Trim Colour to match # Items

\$ each

 LOUNGE CONTENTS
 1
 \$2,995.00

 TV Unit
 1
 \$495.00

 Rug - Red
 1
 \$250.00

TOTAL

)

Y

\$2,995.00 \$495.00 \$250.00

\$3,740.00

RUMPUS BUILDING	# Items	\$ each	TOTAL
Ceiling		1	
Light Fitting		2	
Air Conditioner - Split System		1	3,295.00 \$3,295.00
Walls			
Repaint			

52" LED TV 1 2,995.00 \$2,995.00 WII 1 495.00 \$495.00 WII Accessories (wii fit - xtra remotes etc) 10 \$600.00 Treadmill (electric 1 1,995.00 \$1,995.00 Ab Circle Pro 1 400.00 \$400.00 Step Machine 1 500.00 \$500.00	RUMPUS CONTENTS			
Wil 1 495.00 \$495.00 Wil 1 495.00 \$495.00 Wil Accessories (wii fit - xtra remotes etc) 10 \$600.00 Treadmill (electric 1 1,995.00 \$1,995.00 Ab Circle Pro 1 400.00 \$400.00 Step Machine 1 500.00 \$500.00	Lino (through out all downstairs)	1	6,000.00	\$6,000.00
Wil Accessories (wii fit - xtra remotes etc) 10 \$600.00 Treadmill (electric 1 1,995.00 \$1,995.00 Ab Circle Pro 1 400.00 \$400.00 Step Machine 1 500.00 \$500.00	52" LED TV	1	2,995.00	\$2,995.00
Treadmill (electric 1 1,995.00 \$1,995.00 Ab Circle Pro 1 400.00 \$400.00 Step Machine 1 500.00 \$500.00	Wil	1	495.00	\$495.00
Ab Circle Pro 1 400.00 \$400.00 Step Machine 1 500.00 \$500.00	WII Accessories (wii fit - xtra remotes etc)	10		\$600.00
Step Machine 1 500.00 \$500.00 Total in the state 1 500.00 \$500.00	Treadmill (electric	1	1,995.00	\$1,995.00
	Ab Circle Pro	1	400.00	\$400.00
Ty Unit (chinboard) 1 405 00 6405 00	Step Machine	1	500.00	\$500.00
14 one (chipboard) 1 495.00 \$495.00	Tv Unit (chipboard)	1	495.00	\$495.00
Book Shelf 1 300.00 \$300.00	Book Shelf	1	300.00	\$300.00
Purple Rug 1 250.00 \$250.00	Purple Rug	1	250.00	\$250.00
3 Seater Lounge 1 900.00 \$900.00	3 Seater Lounge	1	900.00	\$900.00
Curtains & cushions (custom made) 10 8,000.00 \$8,000.00	Curtains & cushions (custom made)	10	8,000.00	\$8,000.00
Blu Ray Player & hard drive 1 1,295.00 \$1,295.00	Blu Ray Player & hard driv e	1	1,295.00	\$1,295.00
HD Foxtel digital Box and install 1	HD Foxtel digital Box and install	1		

1

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\$27,520.00

293

BED 4 BUILDING French Doors Trim

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30

items \$ Each TOTAL 2

BED 4 CONTENTS			
Privacy screen	1	\$200.00	\$200.00
Massage Table	1	\$695.00	\$695.00
Desk	1	\$400.00	\$400.00
9 cube shelf system	1	\$495.00	\$495.00
Hawleys Nail drill - floor pedal mount	1	\$675.00	\$675.00
Desk Chair	1	\$300.00	\$300.00
ergonomic stool	2	\$1 09.0 0	\$218.00
wax pot	1	\$195.00	\$195.00
Waxing accessories (strips, sticks etc)	100		\$300.00

\$3,478.00

LOUNGE CONTENTS	# Items \$ each	ו	TOTAL
52' LED Television	1	\$3,500.00	\$3,500.00
VCR/DVD Combo with Hard drive	1	\$799.00	\$799.00
Large coffee table	1	\$245.00	\$245.00
Recliner	1	\$999.00	\$999.00
Lounge Chairs	2	\$800.00	\$800.00
Wooden tea server trolley	1	\$50.00	\$50.00
Vases - partylite	3	\$265.00	\$265.00
Candles	50	\$2,500.00	\$2,500.00
HD Leads	5	\$119.00	\$595.00
Foxtel HD Box	1	-	·
Foxtel HD Remotes	2	\$75.00	\$150.00
DVD's	300	\$22.00	\$6,600.00
Window Blind wooden slat	1	\$285.00	\$285.00

T			
DINING CONTENTS			
10 Seater dining table (extendable to 12)	1	\$3,000.00	\$3,000.00
Formal suede chairs	8	\$129.00	\$1,032.00
Bookshelf - Pine	1	\$895.00	\$895.00
2 drawer filing cabinets metal	2	\$159.00	\$318.00
Roller Storage	1	\$58.00	\$58.00
water feature vase	1	\$280.00	\$280.00
Laptop Canon	1	\$1,995.00	\$1,995.00
Multifunction Printer	1	\$585.00	\$585.00
Phone /answering machine	1	\$279.00	\$279.00
modem wireless	1	\$240.00	\$240.00
round oak table	1	\$150.00	\$150.00
Vases - with inserts	3	\$189.00	\$189.00
digital cameras SLR Canon 3000	2	\$1,798.00	\$3,596.00
Laptop Dell - Old but working	1	\$678.00	\$678.00
Filing inserts (50 per box)	6	\$25.00	\$150.00
Documents			
Passport	1	\$285.00	\$285.00
Birth/marriage/Comm Certificates	8 Varie	ed	
Taxation Documentation			
Pictures/frames	20 varie	d j	\$300.00
Window Blind- wooden slats	1	\$156. 0 0	\$156.00

\$30,974.00

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KITCHEN/PANTRY CONTENTS	# Items	\$	Each	TOTAL
Fridge 2 Door side by side 700lt		1	\$2,800.00	\$2,800.00
Microwave		1	\$575.00	\$575.00
Dishwasher - duel door		1	\$1,200.00	\$1,200.00
Coffee Machine		1	\$895.00	\$895.00
Tupperware		80		\$4,000.00
Plastics		100	\$10.00	\$1,000.00
Knife Blocks inc knives		2	\$275.00	\$550.00
Racks stacking shelves		8	\$20.00	\$180.00
Lunch boxes/drink bottles		20	\$20.00	\$400.00
Large melamine bookshelves		4	\$95.00	\$380.00
Large Pine shelf - curved		1	\$300.00	\$300.00
Fridge 350 litre		1	\$600.00	\$600.00
Slushi maker		1	\$80.00	\$80.00
Bench top oven		1	\$350.00	\$350.00
Sunbeam Juicer		1	\$386.00	\$386.00
Blender Set		1	\$220.00	\$220.00
Pop corn machine		1	\$87.00	\$87.00
Slow cooker		3	\$120.00	\$360.00
Dinner Sets 12 setting		2	\$180.00	\$360.00
Cutlery Set 18 setting		1	\$799.00	\$799.00
Glass Ware 12 setting		5	\$130.00	\$650.00
General cutlery				\$250.00
General dinner wear				\$150.00
coffee mugs		50	\$5.00	\$250.00

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\$16,822.00

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ROOM CONTENTS	# Item	\$	Each	TOTAL
Bed/Desk Combo		1	\$1,600.00	\$1,600.00
Bookshelf		2	\$395.00	\$790.00
step shelving 9 bucket		2	\$350.00	\$700.00
Office Chair		1	\$80.00	\$80.00
Matress		1	\$895.00	\$895.00
Clothes rack		1	\$150.00	\$150.00
Books		300 Va	aried	\$4,500.00
Desktop Computer Dell		1	\$1,200.00	\$1,200.00
Computer Games and Software		20 Va	aried	\$3,000.00
Playstation 3		1	\$600.00	\$600.00
Playstation Games		30	\$60.00	\$1,800.00
Nintend DS Large Screen		1	\$498.00	\$498.00
Board games		15	\$99.00	\$1,485.00
Lego Collections		4	\$157.00	\$628.00
Lego individual kit		40	\$30.00	\$1,400.00
Remote Control Toys		5	\$85.00	\$425.00
DVDs		50	\$22.00	\$1,100.00
School - Uniforms, books, bag etc		20 va	ried	\$1,000.00
Sports Gear boots, skins, mouthguard etc		15 va	ried	\$2,000.00
9 Buckets varied toys		9	\$200.00	\$1,800.00
22' LED digital TV		1	\$500.00	\$500.00
Bluray player/storage Hard drive		1	\$795.00	\$795.00
NRL card collections 2008.2009.2010		3 va	ried	\$3,000.00
Foxtel HD box & remote		1		
Brother multifunction		1	\$595.00	\$595.00
SLR Digital - older		1	\$1,100.00	\$1,100.00
Computer accessories headphones web cam		12	\$100.00	\$1,200.00
Clothes	many			\$3,000.00
Shoes	many			\$600.00
Presents from travels - Paris/Wales/England	many			\$2,000.00

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\$38,441.00

OUR ROOM CONTENTS	# Items	\$	Each	TOTAL
King size bed		1	\$4,000.00	\$4,000.00
Matress		1	\$7,000.00	\$7,000.00
Bed side tables		2	\$250.00	\$500.00
Cupboards		2	\$200.00	\$400.00
52" LED Digital HD TV		1	\$3,500.00	\$3,500.00
TV Unit Pine		1	\$395.00	\$395.00
DVD's		50	\$22.00	\$1,100.00
Bluray storage		1	\$795.00	\$795.00
wireless receiver		1	\$325.00	\$325.00
Wedding Dress		1	\$3,000.00	\$3,000.00
Clothes -	many	v	aried	\$2,500.00
Clothes -	many	V	aried	\$5,000.00
Shoes - Doc martins		2	\$250.00	\$500.00
Personal Items (description available)	many	V	aried	\$4,000.00
creams/perfume/medication	many	V	aried	\$1,000.00
Antique Mirror		1	\$2,000.00	\$2,000.00
Lamps electrical etc	many	V	aried	\$300.00
Science electric ball		1	\$300.00	\$300.00

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\$36,615.00

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GENERAL HOUSEHOLD CONTENTS	# Items	\$ E	ach	TOTAL
Power Boards - surge protecters		9	\$150.00	\$1,450.00
HD cables		5	\$119.00	\$595.00
Phones/Chargers etc		10 var	ied	\$500.00
BBQ				
Fort				

Fencing

j,

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\$2,545.00

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	BED 3 & LINEN CLOSET CONTENTS	# Items	\$	Each ·	TOTAL
	Futon Lounge		1	\$1,000.00	\$1,000.00
	Bookshelf Black Chipboard		1	\$129.00	\$129.00
	Playstation Accessories Band Hero etc		15	\$2,000.00	\$2,000.00
	Set of Drawers 9		1	\$150.00	\$150.00
	Lamps		2	\$99.00	\$198.00
	foam matress		1	\$100.00	\$100.00
	throws		2	\$100.00	\$200.00
	Towels Bath sheets Lorraine Lea Linen		20	\$59.00	\$1,180.00
	Towels Bath standard Lorraine Lea Linen		20	\$39.00	\$780.00
	Sheets LLL King Bed Sets		10 Va	aried	\$1,400.00
	Sheets LLL King Bed Single		15	\$70.00	\$1,050.00
	Sheets LLL Single Bed Sets		10	\$105.00	\$1,050.00
	Sheets LLL single Bed singles		5	\$40.00	\$200.00
	King Bed Underlay LLL		1	\$875.00	\$875.00
	Single Bed Underlay LLL		1	\$295.00	\$295.00
	Doona Cover sets King LLL		5	\$285.00	\$1,425.00
3.	Doona cover sets Single LLL		5	\$125.00	\$625.00
	Feather Doona King		2	\$450.00	\$900.00
	Feather doona Single		2	\$300.00	\$600.00
	Blankets - mixed		15	\$150.00	\$2,250.00
	Face washers		20	\$7.00	\$140.00
	Hand towels		20	\$12.00	\$240.00
	Tea towels		40	\$5.00	\$200.00
	Table cloths		10	\$75.00	\$750.00
	Pillows		10	\$95.00	\$950.00
	Tools - Screw drivers sets hammers etc	Varied	Va	ried	\$1,500.00
	Spare Bulbs (Household LED)		50	\$10.00	\$500.00

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\$20,687.00

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LAUNDRY CONTENTS	# Items	ξ e	ach	TOTAL
Combined washer and dryer		1	\$1 ,49 9.00	\$1,499.00
Dryer		1	\$389.00	\$389.00
Food in Freezer	many	va	ried	\$1,000.00
500litre Deep Freezer		1	\$1,200.00	\$1,200.00
Iron and board		2 va	ried	\$320.00
Washing powders/Liquids cleaning etc	many	va	ried	\$500.00
Nails, screws, 3M hooks etc	many	va	ried	\$300.00
Dog Food		4	\$109.00	\$436.00
Dog accessories - chains, bowls etc	many	va	ried	\$200.00
Dog medication		4	\$80.00	\$240.00

j)

\$6,084.00

Exhibit 33

		a second and the
From: Sent:		
Sent:	Wednesday, 16 March 2011 10:40 A	AM
Γo: Subject:		
Subject:	Re: RACQI Claim	

Hi

You normally require requests to be done in writing, so I thought that this email would be appropriate.

Please provide copies of all documentation that pertains to the 2008 claim for flash flooding to our property as soon as possible, please note that this includes all assessments etc that were done.

Also I would ask that you provide the name of the person attending my home on Monday. I will also require a copy of the information that was provided to you by the builder regarding this property claim, as I have stated before I am wanting to confirm that the information that is being looked at is fully encompassed and I am unable to do that with racqi not providing this documentation. I am wanting to confirm that all aspects of the damage to our property is looked at and that every area is taken into consideration, the last thing I want is for you to present me with a scope that fails to cover all items(as this has happened on the vervious claim, I have a very good reason to want to oversee this) and have to wait for another week or two for this to be fixed Also, as this is my home I know what is gone and what has not I know the different areas etc. To be honest I feel that my family has suffered enough from racqi's actions. This needs to be done quickly, bearing in mind it has been over 2 months of hell for my family.

Looking forward to receiving this information in a speedy manner

On Tue, 8/3/11,		rote
From: Subject, KACQI Claim		
To:	2011, 7:15 Alvi	
Subject, KACQI Clann	2011, 7:13 AM	

Hi **The several** interesting a call back to your mobile number. I have .ried several times today but received no answer.

Will try again tomorrow,

Regards.

(Dip Bus - FLM)

Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

Phone	
Email:	@racqi.com.au

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Exhibit 34

From: Sent: To: Subject:

Thursday, 17 March 2011 2:58 PM RE: RACQI Claim

Thanks for your email

I acknowledge your request for documentation from your 2008 claim and will get to this as soon as possible.

point for you. will ensure that our provider collates sufficient information to prepare a detailed scope of works for repair, and this information will list the areas for repair so you are able to understand this in detail.

Like you we need to be confident that the repair scope includes all necessary repairs within the coverage of your claim and we will provide this detail in support of our settlement offer to you.

I note in a recent article you are quoted as being told by RACQ that you would receive just 50% of the damage bill. Just to confirm this has never formed any part of my communications with you (or **based**) and we are moving as quickly as possible to quantify your claim in line with the coverage detailed in your policy.

Regards,

Executive Manager - Household Claims & Loss Adjusting

PO Box 3004

Logan City DC QLD 4123

@racqi.com.au

From: Sent: Wednesday, 16 March 2011 10:40 AM To: Subject: Re: RACQI Claim

Hi

You normally require requests to be done in writing, so I thought that this email would be appropriate.

Please provide copies of all documentation that pertains to the 2008 claim for flash flooding to our property as soon as possible, please note that this includes all assessments etc that were done.

Also I would ask that you provide the name of the person attending my home on Monday. I will also require a copy of the information that was provided to you by the builder regarding this property claim, as I have stated before I am wanting to confirm that the information that is being looked at is fully encompassed and I am unable to do that with racqi not providing this documentation. I am wanting to confirm that all aspects of the damage to our property is looked at and that every area is taken into consideration, the last thing I want is for you to present me with a scope that fails to cover all items(as this has happened on the previous claim, I have a very good reason to want to oversee this) and have to wait for another week or two

for this to be fixed Also, as this is my home I know what is gone and what has not I know the different areas etc. To be honest I feel that my family has suffered enough from racqi's actions. This needs to be done quickly, bearing in mind it has been over 2 months of hell for my family.

Looking forward to receiving this information in a speedy manner

On Tue, 8/3/11,,	wrote:
From	
Subject: RACQI Claim	
To:	>
Received: Tuesday, 8 March, 2011, 7:13 AM	

Hi **Example**...received **Example** message earlier today requesting a call back to your mobile number. I have tried several times today but received no answer.

Will try again tomorrow.

Regards.



Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

Phone:	
Email:	aracqi.com.au

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Exhibit 35

Thursday, 17 March 2011 11:58 Pivi RE: RACQI Claim	
	Thursday, 17 March 2011 11:58 PW

Hello

Cheers

Thank you for your email of todays date. Its nice to know that you are not so busy that you are unable to find time to read the paper. On the date the photo was taken only the photographer was present and asked us no questions except for the correct spelling of our names. We have not and will not conduct our negotiations with you in the newspapers. **Mathematical does** recall some time ago referring the newspaper to your PDS document (the one that is freely available to the public on your website). We as many other people in South East Queensland have found it an easy document to misinterpret and possibly newspaper writers also find it difficult to report it accurately using only plain english.

We further note that your company at all levels have also been unable to read, interpret and act honestly with in the confines of the contract you have with us. As I have already expressed to you your contract required us to be provided with emergency accommodation from the date our house was rendered uninhabitable. Again I remind you that this was the day prior to the Bremer rising, had no connection with the flood and at 72 days after we lodged our claim we are certainly able to confirm that you have made no offer of settlement to us whatsoever be it 50% or otherwise. This fact is abundantly clear to us and if it would assist RACQ you have our permission to forward this email to the newspaper requesting publication as a correction to their article.

expressed surprise that you would still believe that everything written in the newspaper is true	:.
Possibly you still believe in the Easter Bunny and would you be able to organize for him to deliver ou	r
ettlement wrapped in a chocolate egg.	

On Thu , 17/3/11,		wrote:
From:	racqi.com.au>	
Subject: RE: RACQI Claim		
To: "		
Received: Thursday, 17 March, 2011, 4:57	AM	
Thanks for your email		

I acknowledge your request for documentation from your 2008 claim and will get to this as soon as possible.

for you. Will ensure that our provider collates sufficient information to prepare a detailed scope of works for repair, and this information will list the areas for repair so you are able to understand this in detail.

Like you we need to be confident that the repair scope includes all necessary repairs within the coverage of your claim and we will provide this detail in support of our settlement offer to you.

I note in a recent article you are quoted as being told by RACQ that you would receive just 50% of the damage bill. Just to confirm this has never formed any part of my communications with you (or **based**) and we are moving as quickly as possible to quantify your claim in line with the coverage detailed in your policy.

Regards,



Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

Phone:	
Mobile	: }
Fax:	07 34232487
Email:	i @racqi.com.au

From:		-
Sent: Wednesday, 16 March 2011 10:40 AM		
То:		
Subject: Re: RACQI Claim		

Hi

You normally require requests to be done in writing, so I thought that this email would be appropriate.

Please provide copies of all documentation that pertains to the 2008 claim for flash flooding to our property as soon as possible, please note that this includes all assessments etc that were done. Also I would ask that you provide the name of the person attending my home on Monday. I will also require a copy of the information that was provided to you by the builder regarding this property claim, as I have stated before I am wanting to confirm that the information that is being looked at is fully encompassed and I am unable to do that with racqi not providing this documentation. I am wanting to confirm that all aspects of the damage to our property is looked at and that every area is taken into consideration, the last thing I want is for you to present me with a scope that fails to cover all items(as this has happened on the previous claim, I have a very good reason to want to oversee this) and have to wait for another week or two for this to be fixed Also, as this is my home I know what is gone and what has not I know the different areas etc. To be honest I feel that my family has suffered enough from racqi's actions. This needs to be done quickly, bearing in mind it has been over 2 months of hell for my family.

Looking forward to receiving this information in a speedy manner

On Tue, 8/3/11 ,	> wrote:
From:	[@racqi.com.au>
Subject: RACOI Claim To: Received: Tuesday, 8 March, 201	11, 7:13 AM

Hi **Example**...received **Example** message earlier today requesting a call back to your mobile number. I have tried several times today but received no answer.

Will try again tomorrow.

Regards.

Dip Bus - FLM)

Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

Phone:

Email: @racqi.com.au

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Exhibit 36

From:	
Sent:	Friday, 18 March 2011 2:01 PM
To:	
Subject:	RE: RACQI Claim

, your email is acknowledged and points noted.

To clarify any confusion, our PDS provides cover for damage caused to your home and/or contents by Flash Flood and Stormwater run-off, limited to \$25000 or 50% of the sum insured whichever is the greater. The reason I raised this in my earlier email was just to try and ensure that you understood that this is not the same thing as paying for 50% of your damage.

Our previous offer for you to utilise the Alternative Accommodation coverage within your policy remains and I still await your further advice in this regard.

As agreed our engineer will be on site this afternoon to complete their inspection and our provider preparing the detailed scope for repair will be on site Monday morning, both accompanied by who will be your point of contact.

We will continue to make every effort to expedite your claim as we have discussed.

(Dip Bus - FLM) Executive Manager - Household Claims & Loss Adjusting RACQ Insurance PO Box 3004 Logan City DC QLD 4123 Phone: Fax: Email: @@@racqi.com.au From: Sent: Thursday, 17 March 2011 11:58 PM To: Subject: RE: RACQI Claim

Hello

Thank you for your email of todays date. Its nice to know that you are not so busy that you are unable to find time to read the paper. On the date the photo was taken only the photographer was present and asked us no questions except for the correct spelling of our names. We have not and will not conduct our negotiations with you in the newspapers. **Method** does recall some time ago referring the newspaper to your PDS document (the one that is freely available to the public on your website). We as many other people in South East Queensland have found it an easy document to misinterpret and possibly newspaper writers also find it difficult to report it accurately using only plain english.

We further note that your company at all levels have also been unable to read, interpret and act honestly with in the confines of the contract you have with us. As I have already expressed to you your contract required us to be provided with emergency accommodation from the date our house was rendered uninhabitable. Again I remind you that this was the day prior to the Bremer rising, had no connection with the flood and at 72 days after we lodged our claim we are certainly able to confirm that you have made no

offer of settlement to us whatsoever be it 50% or otherwise. This fact is abundantly clear to us and if it would assist RACQ you have our permission to forward this email to the newspaper requesting publication as a correction to their article.

Possibly you still believe in the Easter Bunny and would you be able to organize for him to deliver our settlement wrapped in a chocolate egg.

Cheers	
On Thu, 17/3/11,	[@racqi.com.au> wrote:
From: The second	
Thanks for your email	

I acknowledge your request for documentation from your 2008 claim and will get to this as soon as possible.

for you. Will ensure that our provider collates sufficient information to prepare a detailed scope of works for repair, and this information will list the areas for repair so you are able to understand this in detail.

Like you we need to be confident that the repair scope includes all necessary repairs within the coverage of your claim and we will provide this detail in support of our settlement offer to you.

I note in a recent article you are quoted as being told by RACQ that you would receive just 50% of the damage bill. Just to confirm this has never formed any part of my communications with you (or **based**) and we are moving as quickly as possible to quantify your claim in line with the coverage detailed in your policy.

Regards,

(Dip Bus - FLM)

Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

Phone		
Mobil		
Fax:	07 34232487	
Email	<u>)racqi.com.au</u>	
From: Sent: V	Vednesday, 16 March 2011 10:40 AM	-
To:	t: Re: RACQI Claim	

Hi

You normally require requests to be done in writing, so I thought that this email would be appropriate.

Please provide copies of all documentation that pertains to the 2008 claim for flash flooding to our property as soon as possible, please note that this includes all assessments etc that were done. Also I would ask that you provide the name of the person attending my home on Monday. I will also require a copy of the information that was provided to you by the builder regarding this property claim, as I have stated before I am wanting to confirm that the information that is being looked at is fully encompassed and I am unable to do that with racqi not providing this documentation. I am wanting to confirm that all aspects of the damage to our property is looked at and that every area is taken into consideration, the last thing I want is for you to present me with a scope that fails to cover all items(as this has happened on the previous claim, I have a very good reason to want to oversee this) and have to wait for another week or two for this to be fixed Also , as this is my home I know what is gone and what has not I know the different areas etc. To be honest I feel that my family has suffered enough from racqi's actions. This needs to be done quickly, bearing in mind it has been over 2 months of hell for my family.

Looking forward to receiving this information in a speedy manner

On Tue, 8/3/11 ,		wrote:
From: Subject: RACQI Claim To:	∑@racqi.com.au>	
¢-	2	

Received: Tuesday, 8 March, 2011, 7:13 AM

Hi **Example** ...received **Example** message earlier today requesting a call back to your mobile number. I have tried several times today but received no answer.

Will try again tomorrow.

Regards.



Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

Phone:	

Email: @racqi.com.au

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Exhibit 37

From: Sent: To:	1050av, 22 Walch 2011 12, 19 PW
Subject:	RE: RACQI Claim HH01251399
Could you pleas through email if	te give me an eta on the information arrival of the 2008 claim. I am happy to receive that makes it any easier for you.
Thank you	
On Fri, 18/3/	/11 @racqi.com.au> wrote:
From	
From: Subject: RE: RA	@racqi.com.au>
To: '	
Received: Friday	y, 18 March, 2011, 4:00 AM
, your ema	ail is acknowledged and points noted.
To clarify any con	fusion, our PDS provides cover for damage caused to your home and/or contents by Flash
and Stormwater ru	in-off, limited to \$25000 or 50% of the sum insured whichever is the greater. The reason I email was just to try and ensure that you understood that this is not the same thing as paying
50% of your dama	onan was just to it y and ensure that you understood that this is not the same thing as paying

Our previous offer for you to utilise the Alternative Accommodation coverage within your policy remains and I still await your further advice in this regard.

As agreed our engineer will be on site this afternoon to complete their inspection and our provider preparing the detailed scope for repair will be on site Monday morning, both accompanied by who will be your point of contact.

We will continue to make every effort to expedite your claim as we have discussed.

(Dip Bus - FLM)

Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

Phone		
Fax:	07 34232487	
Email:	@	racqi.com.au

From:	
Sent: Thursday, 17 March 2011 11:58 PM	
To:	Ζ.
Jubject: RE: RACQI Claim	1

Hello

Thank you for your email of todays date. Its nice to know that you are not so busy that you are unable to find time to read the paper. On the date the photo was taken only the photographer was present and asked us no questions except for the correct spelling of our names. We have not and will not conduct our negotiations with you in the newspapers. The does recall some time ago referring the newspaper to your PDS document (the one that is freely available to the public on your website). We as many other people in South East Queensland have found it an easy document to misinterpret and possibly newspaper writers also find it difficult to report it accurately using only plain english.

We further note that your company at all levels have also been unable to read, interpret and act honestly with in the confines of the contract you have with us. As I have already expressed to you your contract required us to be provided with emergency accommodation from the date our house was rendered

ninhabitable. Again I remind you that this was the day prior to the Bremer rising, had no connection with the flood and at 72 days after we lodged our claim we are certainly able to confirm that you have made no offer of settlement to us whatsoever be it 50% or otherwise. This fact is abundantly clear to us and if it would assist RACQ you have our permission to forward this email to the newspaper requesting publication as a correction to their article.

expressed surprise that you would still believe that everything written in the newspaper is true. Possibly you still believe in the Easter Bunny and would you be able to organize for him to deliver our settlement wrapped in a chocolate egg.

Cheers

– On Thu, 17/3/11,

@racqi.com.au> wrote:

From: @racqi.com.au> Subject: RE: RACQI Claim To: Received: Thursday, 17 March, 2011, 4:57 AM Thanks for your email

I acknowledge your request for documentation from your 2008 claim and will get to this as soon as possible.

for you. **Example** is arranging to visit your property on Monday with our independent provider and will be the contact point for you. **Example** will ensure that our provider collates sufficient information to prepare a detailed scope of works for repair, and this information will list the areas for repair so you are able to understand this in detail.

Like you we need to be confident that the repair scope includes all necessary repairs within the coverage of your laim and we will provide this detail in support of our settlement offer to you.

I note in a recent article you are quoted as being told by RACQ that you would receive just 50% of the damage bill. Just to confirm this has never formed any part of my communications with you (or part of and we are moving as quickly as possible to quantify your claim in line with the coverage detailed in your policy.

Regards,

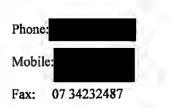
(Dip Bus - FLM)

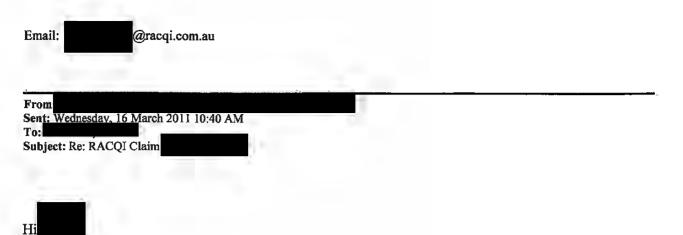
Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123





You normally require requests to be done in writing, so I thought that this email would be appropriate.

Please provide copies of all documentation that pertains to the 2008 claim for flash flooding to our property as soon as possible, please note that this includes all assessments etc that were done.

Also I would ask that you provide the name of the person attending my home on Monday. I will also require a copy of the information that was provided to you by the builder regarding this property claim, as I have stated before I am wanting to confirm that the information that is being looked at is fully encompassed and I am unable to do that with racqi not providing this documentation. I am wanting to confirm that all aspects of the damage to our property is looked at and that every area is taken into consideration, the last thing I want is for you to present me with a scope that fails to cover all items(as this has happened on the previous claim, I have a very good reason to want to oversee this) and have to wait for another week or two for this to be fixed Also , as this is my home I know what is gone and what has not I know the different areas etc. To be honest I feel that my family has suffered enough from racqi's actions. This needs to be done quickly, bearing in mind it has been over 2 months of hell for my family.

Looking forward to receiving this information in a speedy manner

On Tue, 8/3/11		wrote
From Subject: RACOI Claim	@racqi.com.au>	
'o: Received: Tuesday, 8 March, 20	11, /:13 AM	

How received message earlier today requesting a call back to your mobile number. I have tried several times today but received no answer.

Will try again tomorrow.

Regards.

(Dip Bus - FLM)

Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123



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Exhibit 38

From: Sent: To:	Wednesday, 23 March 2011 12:08 PM
Cc: Subject:	racq@racq.com.au RE: RACQI Claim

Is there an issue for RACQI in supplying the documentation of the 2008 claim to us? Since it is sitting on your desk I am finding it hard to believe that there is an issue with providing us a copy.

I feel that it is unfair of RACQ not to provide the information that we are asking for in a timely fashion, we also need to review this information before we can accept an offer of settlement, this includes all information that you hold in regards to the 2008 claim and the current information that you hold for the January 2011 claim.

I am sure that RACQI do not expect us to accept blindly everything we are told by you. As you have refused us access to several areas of our policy until you receive documentation and reports etc, we believe that we are entitled to see what information you are using to calculate this claim.

Please let me know asap a date that you will be able to provide this information by. As stated in a previous email we will be happy to receive this information via email if it is more convenient for you.

Looking forward to your speedy delivery of this information

- On Fri, 18/3/11,		·wrote
From Subject: RE: RACQI Claim	@racqi.com.au>	1
To: Received: Friday, 18 March, 20	011, 4:00 AM	
To:		

To clarify any confusion, our PDS provides cover for damage caused to your home and/or contents by Flash Flood and Stormwater run-off, limited to \$25000 or 50% of the sum insured whichever is the greater. The reason I raised this in my earlier email was just to try and ensure that you understood that this is not the same thing as paying for 50% of your damage.

Our previous offer for you to utilise the Alternative Accommodation coverage within your policy remains and I still await your further advice in this regard.

As agreed our engineer will be on site this afternoon to complete their inspection and our provider preparing the detailed scope for repair will be on site Monday morning, both accompanied by who will be your point of contact.

We will continue to make every effort to expedite your claim as we have discussed.



Executive Manager - Household Claims & Loss Adjusting

RACQ Insurance

PO Box 3004

Logan City DC QLD 4123

Phone:	
Fax:	07 34232487
Email:	@racqi.com.au

From:	
Sent: Thursday, 17 Watch 2011 11:36 Five	
То:	
Subject: RE: RACQI Clain	

Hello

Thank you for your email of todays date. Its nice to know that you are not so busy that you are unable to find time to read the paper. On the date the photo was taken only the photographer was present and asked us no questions except for the correct spelling of our names. We have not and will not conduct our negotiations with you in the newspapers. The does recall some time ago referring the newspaper to your PDS document (the one that is freely available to the public on your website). We as many other people in South East Queensland have found it an easy document to misinterpret and possibly newspaper writers also find it difficult to report it accurately using only plain english.

We further note that your company at all levels have also been unable to read, interpret and act honestly with in the confines of the contract you have with us. As I have already expressed to you your contract required us to be provided with emergency accommodation from the date our house was rendered uninhabitable. Again I remind you that this was the day prior to the Bremer rising, had no connection with the flood and at 72 days after we lodged our claim we are certainly able to confirm that you have made no offer of settlement to us whatsoever be it 50% or otherwise. This fact is abundantly clear to us and if it would assist RACQ you have our permission to forward this email to the newspaper requesting publication as a correction to their article.

expressed surprise that you would still believe that everything written in the newspaper is true. Poss ibly you still believe in the Easter Bunny and would you be able to organize for him to deliver our settlement wrapped in a chocolate egg.

Cheers

Om Thu, 17/3/11.	`@ <i>racqi.com.au></i> wrote:
From: Subject: RE: RACOI Claim To: ' Received: Inursday, 17 March, 2011, 4	@racqi.com.au>
hanks for your email	H.J / AIVI

I acknowledge your request for documentation from your 2008 claim and will get to this as soon as possible.

for you. will ensure that our provider collates sufficient information to prepare a detailed scope of works for repair, and this information will list the areas for repair so you are able to understand this in detail.

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I note in a recent article you are quoted as being told by RACQ that you would receive just 50% of the damage bill. Just to confirm this has never formed any part of my communications with you (or and the second second

Regards,

(Dip Bus - FLM)

Executive Manager - Household Claims & Loss Adjusting



3

PO Box 3004

Logan City DC QLD 4123

Phone	
Mobile:	
Fax: 07 34232487	
Email: @racqi.com.au	
From: Sent: Wednesday, 16 March 2011 10:40 AM To: Subject: Re: RACQI Claim	

Hi

You normally require requests to be done in writing, so I thought that this email would be appropriate.

Please provide copies of all documentation that pertains to the 2008 claim for flash flooding to our property as soon as possible, please note that this includes all assessments etc that were done.

Also I would ask that you provide the name of the person attending my home on Monday. I will also require a copy of the information that was provided to you by the builder regarding this property claim, as I have stated before I am wanting to confirm that the information that is being looked at is fully encompassed and I am unable to do that with racqi not providing this documentation. I am wanting to confirm that all aspects of the damage to our property is looked at and that every area is taken into consideration, the last thing I want is for you to present me with a scope that fails to cover all items(as this has happened on the previous claim, I have a very good reason to want to oversee this) and have to wait for another week or two or this to be fixed Also, as this is my home I know what is gone and what has not I know the different areas etc. To be honest I feel that my family has suffered enough from racqi's actions. This needs to be done quickly, bearing in mind it has been over 2 months of hell for my family.

Looking forward to receiving this information in a speedy manner

On Tue, 8/3/11 .	
On Tue, 8/3/11	@racqi.com.au> wrote:
From	@racqi.com.au>
Subject: RACOI Claim To:	
Received: Tuesday, 8 March, 2	2011, 7:13 AM
Hireceived	message earlier today requesting a call back to your mobile number. I have

tried several times today but received no answer.

Will try again tomorrow.

Regards.



Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123



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)

Exhibit 39

Subject:

FW: ATTN Mr Bradley Heath CEO RACQI



Dear Mr Heath,

I am rather surprised at day 78 to be still writing to you in regards to a decision of our claim. There are a number of points that I feel I must point out to you in regards to your emergency accommodation section in your policy,

At day 52 we were told that yes we were able to access this part of our policy. Granted we appreciate that very much except that we are unable to get any information in regards to how long you will pay for this accommodation for, how much will be paid etc etc. In my discussions with Mr he has stated that RACQI will only pay for the time that his builders state it will take to do the repairs, and since he is still waiting for all of the reports he requires we still do not have an answer. We do not have the financial ability to pay both rent and our house payments and we have no interest in getting caught out by RACQI again and being put in a position of even further hardship because of that. We required RACQ to provide us with an amount and a time frame and a guarantee that they will cover this item and we have still not got that from RACQI. Do you really believe that 26 days after your Acceptance of our claim (mind you that is in addition to the 52 days after we actually lodged a valid claim) is appropriate to be still leaving us uninformed.

I have requested that we be provided information from the claim we made in 2008 - a copy of the file as it has been mentioned and referred to several times, we are wanting to go through this information to make sure that it is accurately being represented to us, I am sure that RACQI does not have an issue with supplying this information. I have also requested that we be provided with the current reports for the Jan 2011 Claim, again I am sure that you do not expect us to blindly accept what RACQI state as truth and fact. We do require this information as soon as possible, we would like to have this issue resolved as quickly as possible, and to be honest I think we have been more than patient with RACQI. 78 Days is a long time to not be given answers and it appears that RACQI are happy to make this last as long as possible, this is harming my family greatly as I am sure I have explained on several other occasions. To date the only information that I have received has been the initial report from the first Loss Adjuster that RACQI sent to my home, I am wondering if you have actually read his report on my home? If you would like to have a look at it you will see that he has marked several areas incorrectly - Emergency accommodation needed -NO - Will be needed for rebuilding - NO Is there asbestos in the home - NO Well in fact all of these are incorrect - this is part of the reason we require this information, it is obvious that there are glaring errors in that report and we wish to make sure that there are no more obvious or underlying errors in the ones you are using now.

I would appreciate it if you would let me know asap exactly where RACQ is at with our claim and a date that i will receive the material requested by.

I am sure that you can understand the urgency of this matter,



Exhibit 40

From: Sent: To:	Wednesday 22 March 20	011 1:33 PM
Subject:	RE: RACQI Claim	ATTN Mr Bradley Heath CEO RACQ

As advised in my email last Thursday I acknowledge your request for the documentation associated to your claim in 2008 and am collating this as quickly as possible, however this represents a significant amount of documentation to collate.

Further, at the time of this previous claim we utilised external loss adjusting service providers to manage certain aspects of claims and it is likely that not all documentation relevant to this loss is currently held by RACQI and is secured in the records of our provider. I am making inquiries in this regard and will advise you of the outcome when able.

I expect to be able to provide some initial documentation soon once this is collated, and am happy to attach this to emails as you have requested. I will provide you with a further update by the end of this week.

Also, I am still to receive both the engineers report and scope for repair documentation for your current claim and will act on this once received.

Regards,

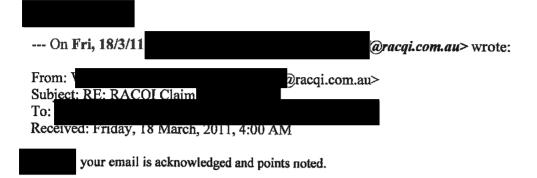
(Dip Bus - FLM) Executive Manager - Household Claims & Loss Adjusting RACQ Insurance PO Box 3004 Logan City DC QLD 4123 Phone: Email: Email: Cc: racq@racq.com.au Subject: RE: RACQI Claim

Is there an issue for RACQI in supplying the documentation of the 2008 claim to us? Since it is sitting on your desk I am finding it hard to believe that there is an issue with providing us a copy.

I feel that it is unfair of RACQ not to provide the information that we are asking for in a timely fashion, we also need to review this information before we can accept an offer of settlement, this includes all information that you hold in regards to the 2008 claim and the current information that you hold for the January 2011 claim.

I am sure that RACQI do not expect us to accept blindly everything we are told by you. As you have refused us access to several areas of our policy until you receive documentation and reports etc, we believe that we are entitled to see what information you are using to calculate this claim. Please let me know asap a date that you will be able to provide this information by. As stated in a previous email we will be happy to receive this information via email if it is more convenient for you.

Looking forward to your speedy delivery of this information



To clarify any confusion, our PDS provides cover for damage caused to your home and/or contents by Flash Flood nd Stormwater run-off, limited to \$25000 or 50% of the sum insured whichever is the greater. The reason I raised this in my earlier email was just to try and ensure that you understood that this is not the same thing as paying for 50% of your damage.

Our previous offer for you to utilise the Alternative Accommodation coverage within your policy remains and I still await your further advice in this regard.

As agreed our engineer will be on site this afternoon to complete their inspection and our provider preparing the detailed scope for repair will be on site Monday morning, both accompanied by vho will be your point of contact.

Ve will continue to make every effort to expedite your claim as we have discussed.



Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

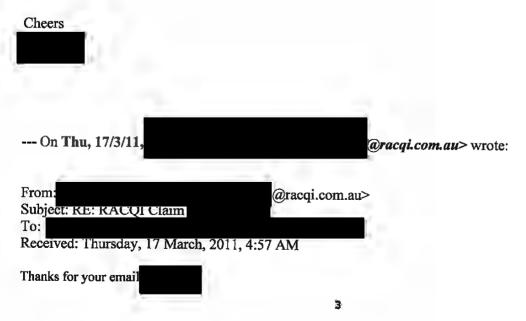
Phone:	
Fax: 07 34232487	
Email: @racqi.com.au	
From:	
From: Sent: Thursday, 17 March 2011 11:58 PM To:	

Hello

Thank you for your email of todays date. Its nice to know that you are not so busy that you are unable to find time to read the paper. On the date the photo was taken only the photographer was present and asked 'is no questions except for the correct spelling of our names. We have not and will not conduct our negotiations with you in the newspapers. The does recall some time ago referring the newspaper to your PDS document (the one that is freely available to the public on your website). We as many other people in South East Queensland have found it an easy document to misinterpret and possibly newspaper writers also find it difficult to report it accurately using only plain english.

We further note that your company at all levels have also been unable to read, interpret and act honestly with in the confines of the contract you have with us. As I have already expressed to you your contract required us to be provided with emergency accommodation from the date our house was rendered uninhabitable. Again I remind you that this was the day prior to the Bremer rising, had no connection with the flood and at 72 days after we lodged our claim we are certainly able to confirm that you have made no offer of settlement to us whatsoever be it 50% or otherwise. This fact is abundantly clear to us and if it would assist RACQ you have our permission to forward this email to the newspaper requesting publication as a correction to their article.

expressed surprise that you would still believe that everything written in the newspaper is true. Possibly you still believe in the Easter Bunny and would you be able to organize for him to deliver our ettlement wrapped in a chocolate egg.



I acknowledge your request for documentation from your 2008 claim and will get to this soon as possible.

is arranging to visit your property on Monday with our independent provider and will be the contact point for you. We will ensure that our provider collates sufficient information to prepare a detailed scope of works for repair, and this information will list the areas for repair so you are able to understand this in detail.

Like you we need to be confident that the repair scope includes all necessary repairs within the coverage of your claim and we will provide this detail in support of our settlement offer to you.

I note in a recent article you are quoted as being told by RACQ that you would receive just 50% of the damage bill. Just to confirm this has never formed any part of my communications with you (or and the and we are moving as quickly as possible to quantify your claim in line with the coverage detailed in your policy.

Regards,



Executive Manager - Household Claims & Loss Adjusting

RACQ Insurance

PO Box 3004

Logan City DC QLD 4123



From:	<u> </u>	 		
Sent: Wednesday, 10 March 2011-10	 			
To:				
Subject: Re: RACQI Claim				
Subjetti itel initeqi olumi				
	: # :			

Hi

You normally require requests to be done in writing, so I thought that this email would be appropriate.

Please provide copies of all documentation that pertains to the 2008 claim for flash flooding to our property as soon as possible, please note that this includes all assessments etc that were done.

Also I would ask that you provide the name of the person attending my home on Monday. I will also require a copy of the information that was provided to you by the builder regarding this property claim, as I have stated before I am wanting to confirm that the information that is being looked at is fully encompassed and I am unable to do that with racqi not providing this documentation. I am wanting to confirm that all aspects of the damage to our property is looked at and that every area is taken into consideration, the last thing I want is for you to present me with a scope that fails to cover all items(as this has happened on the previous claim, I have a very good reason to want to oversee this) and have to wait for another week or two for this to be fixed Also , as this is my home I know what is gone and what has not I know the different areas etc. To be honest I feel that my family has suffered enough from racqi's actions. This needs to be done quickly, bearing in mind it has been over 2 months of hell for my family.

Looking forward to receiving this information in a speedy manner

On Tue, 8/3/11	• wrote:
From Subject: RACOI Claim	
To: Received: Tuesday, 8 March, 2011, 7:	13 AM

History received received message earlier today requesting a call back to your mobile number. I have tried several times today but received no answer.

Vill try again tomorrow.

Regards.

(Dip Bus - FLM)

Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

Phone:	
Email:	@racqi.com.au

This communication has been sent on behalf of RACQ Insurance Limited [RACQI]. The information contained in this communication may be privileged and confidential. If you are not the intended recipient, any use, disclosure or copying of this communication is expressly prohibited. If you have received this communication in error, please delete it immediately, RACQI and its associated entities do not warrant or represent that this communication [including any enclosed files] is free from electronic viruses, faults or defects.

This communication has been sent on behalf of RACQ Insurance Limited [RACQI]. The information contained in this communication may be privileged and confidential. If you are not the intended recipient, any use, disclosure or copying of this communication is expressly prohibited. If you have received this communication in error, please delete it immediately, RACQI and its associated entities do not warrant or represent that this communication [including any enclosed files] is free from electronic viruses, faults or defects.

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Exhibit 41

From: racq Sent: Thursday. 24 March 2011 3:52 PM To: - 23rd March 2011 Subject: - 23rd March 2011 Dear I - 23rd March 2011.		
To: Subject: - 23rd March 2011		
Dearl		Inursday 24 March 2011 3:52 PM
	Subject:	- 23rd March 2011
Thank you for your email received on 23rd March 2011.	Dear I	
	Thank you for your e	mail received on 23rd March 2011.
I assure you again that RACQ Insurance is committed to resolving your claim as quickly as possible.	l assure you again th	at RACQ Insurance is committed to resolving your claim as quickly as possible.

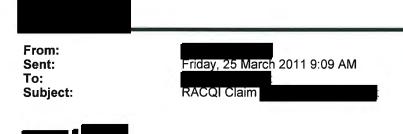
I am aware of the progress of your claim and I will pass on the comments from your email to

As previously agreed, will update you on your claim by the end of the week and the points you have raised will continue to manage your claim to completion with the second and yourself.

Yours faithfully

Bradley Heath Chief Executive Officer

Exhibit 42



As promised this email provides a further update on progress with your current claim, and your requests for documentation from your previous claim in 2008. I also have your latest email to our CEO and will cover off on this as he advised in his response to you yesterday.

Alternative Accommodation

To clarify, this Additional Benefit became available to you upon acceptance of your claim on the 4th of March. This was discussed at that time and you where to investigate this further over the following weekend and advise me of the outcomes. In a later discussion on the 9th of March, we discussed your proposed offer of settlement for this claim including the inclusion of this benefit. You expressed an opinion at this time that this cover should form part of an overall cash settlement for this claim which I agreed to include in our final offer. Your comments were that you had an expectation that the maximum benefit (10% of the home sum insured) should be applied, to which I explained that I would consider this fairly and that the basis of any offer would include all of the circumstances and information available, including the estimated repair timeframe.

Importantly, this benefit remains immediately available to you. You are covered for the cost of alternate accommodation limited to the rentable value of your home immediately prior to the damage occurring, limited to a maximum amount equal to 10% of your home sum insured. I do appreciate that the current rental market and your personal circumstances (pets etc) make this difficult, however if you would like to pursue this please let me know and I will be happy to manage this within your claim. Alternately, I will include an allowance for this in the final settlement offer.

Loss Adjusting Report

I note your comments to our CEO regarding inaccuracies in this report. As previously explained, we utilised these providers to determine only that a property was inundated and some general information in this regard. You are aware that for all other aspects we have utilised suitably qualified personnel to progress your claim including a hydrologist, an engineer, and building trade qualified consultants. As soon as I am able to collate the information being provided by these specialists I will be in a position to calculate a final settlement offer for you, and at this time my aim is to have this available for you next week.

Previous Claim – Documentation

Later today I will be emailing this documentation to you. I will spread this over a number of emails as there are a number of attachments to include.

Regards,

Executive Manager - Household Claims & Loss Adjusting

RACQ Insurance PO Box 3004 Logan City DC QLD 4123 Phone: _______ Email: ______@racqi.com.au

Exhibit 43

From: Sent: To:	Finday, 25 March 2011 3:24 PM
Subject: Attachments:	
with attac	ched documents from previous claim.

(Dip Bus - FLM) *xecutive Manager - Household Claims & Loss Adjusting

RACQ Insurance PO Box 3004

Logan City DC QLD 4123

Phone: 07 33612470 Email: @racqi.com.au

RACQ Insurance Ltd 50 009 704 152 2649 Logan Rd, Eight Mile Piains, QLD 4113 PO Box 3004, Logan City, QLD 4114 Telephone 137 202 Facsimile (07) 3031 2750

7 January 2009

BOOVAL QLD 4	304	
Dear		
Household Insu	rance	
Loss Date:	19/11/2008	
Loss Cause:	Storm	
Claim Number:		

We are pleased to advise you that we are ready to settle the contents portion of your claim. Your claim settlement has been calculated as follows:

Total Contents Sum Insured	\$80000.00
Less Previous Contents Payments	\$17947.00
Less Policy Excess	\$ 100.00 -
Less Remaining Premium	<u>\$ </u>
Total Settlement	\$60997.17

Payment as indicated above will be forwarded to you shortly and as agreed, payment will be made by EFT.

If you have any questions or need more information please call us on 137 202.

Sincerely



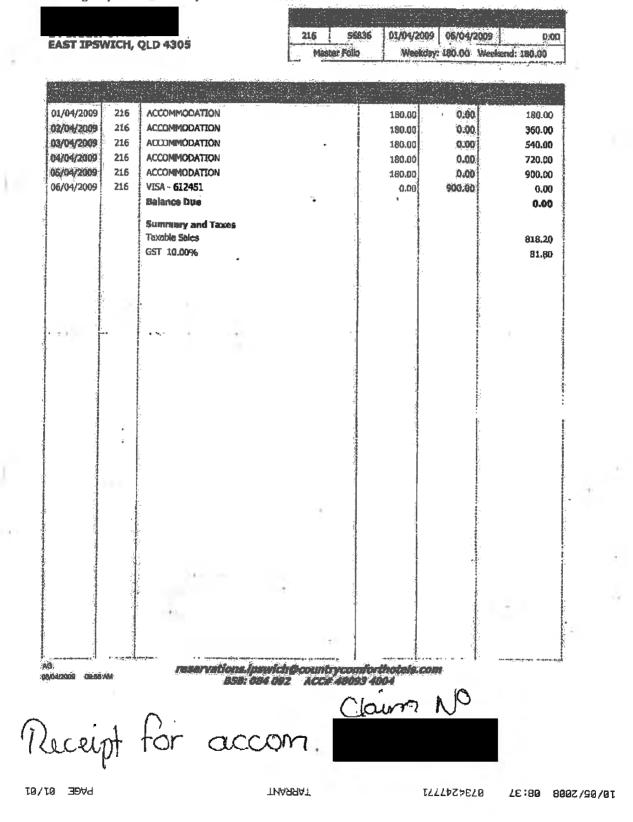
Country Comfort Ipswich

250 South Station Road Raceview, Queensland 4305 Ph (07) 3202 4622 Fax 07 38121447 manager.ipswich@countrycomforthotels.com

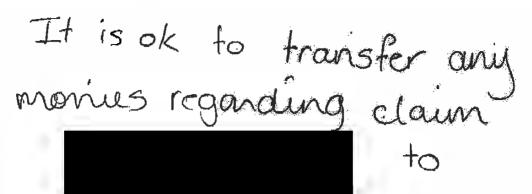
Page 1 of 1

Tax Invoice

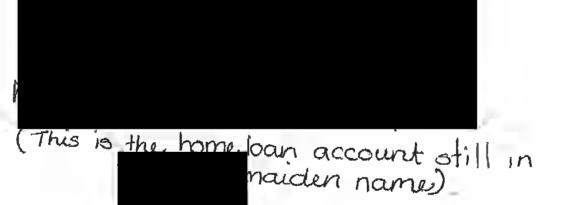
ABN: 83 003 181 780

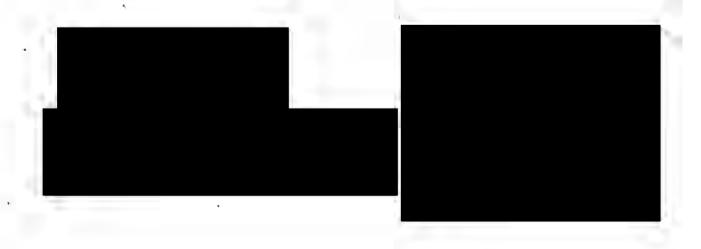


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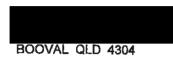






RACQ Insurance Ltd 50 009 704 152 2649 Logan Rd, Eight Mile Plains, QLD 4113 PO Box 3004, Logan City, QLD 4114 Telephone 137 202 Facsimile (07) 3031 2750

7 April 2009



Dea

Household Insurance			
Loss Date:	19/11/2008		
Loss Cause:	Storm		
Claim Number:			

We are pleased to advise you that we are ready to partially settle your claim in the amount of \$ 900.00

Your claim settlement has been calculated as follows:

Temporary Accommodation	\$ 900.00
Total	\$ 900.00

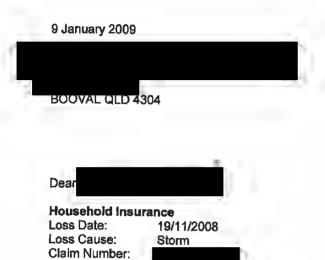
Payment as indicated above will be forwarded to you shortly and once accepted represents partial settlement of your claim. As agreed, payment will be made by EFT.

Sincerely

Customer Service Officer

@racqi.com.au

RACQ insurance Ltd 50 009 704 152 2649 Logan Rd, Eight Mile Pleins, QLD 4113 PO Box 3004, Logan City, QLD 4114 Telephone 137 202 Facsimile (07) 3031 2750



We are pleased to advise you that we are ready to partially settle your claim. Your claim settlement has been calculated as follows:

Emergency Accommodation Total Settlement

<u>\$145.00</u> \$145.00

Payment as indicated above will be forwarded to you shortly and as agreed, payment will be made by EFT.

If you have any questions or need more information please call us on 137 202.

Sincerely



RACQ Insurance 2649 Logan Rd Eight Mile Plains 4113 P.O. Box 3004 Logan City QLD 4114 ABN 50 009 704 152

Letter of Authority

Date: To: Attention:	08.12.2008 Harvey Norman	Facsimile No.: No. of Pages:	1
Insured			
Situation A	ddress:	East Ipswich Q	4305
Claim No.:	1		
Contact No): (H)		

Please supply the following to the client and invoice RACQ Insurance, quoting the above mentioned claim details and attach the signed release form:-

Electrolux 8kg Front Loader Washing Machine - Model EWF1083 - \$758.00			
	and and a second and		
Simpson 6kg Dryer - Model 398600M - \$438.00			
Delivery - \$100.00 Total Authorisation - \$1296.00			

Note: Please contact insured on above telephone number to arrange repairs and/or collection of goods.

Yours Faithfully,

Household Claims Department

If you did not receive any of the above pages or can not read any pages, please contact us immediately on 3361 2444.

Release Form

(Please attach to Service Providers Tax Invoice)

This form is to certify that the supply of the goods has been completed to my/our satisfaction.

Client Name:

Claim Number: _____

Service Provider/Supplier:

Client Signature:

RACQ Insurance 2649 Logan Rd Eight Mile Plains 4113 P.O. Box 3004 Logan City QLD 4114 ABN 50 009 704 152

Letter of Authority

Facsimile No.: No. of Pages:	03 9721 848 1	80
East Ipswich Q 4	4305	
	No. of Pages:	Facsimile No.: 03 9721 848 No. of Pages: 1 East Ipswich Q 4305

Please supply the following to the client and invoice RACQ Insurance, quoting the above mentioned claim details and attach the signed release form:-

Westinghouse 500L Chest Freezer - Model WCM5000WA - \$951.00

Delivery - No Charge

*** Please note that Insured is at the Ipswich Store where there is one of the above products in stock. Sale is being arranged through Craig. Insured requires the freezer to be delivered ASAP due to \$2000 Crisco Hamper Delivery tomorrow. ***

Total Authorisation for \$951.00

Note: Please contact insured on above telephone number to arrange repairs and/or collection of goods.

Yours Faithfully,

Household Claims Department

If you did not receive any of the above pages or can not read any pages, please contact us immediately on 3361 2444.

Release Form

(Please attach to Service Providers Tax Invoice)

This form is to certify that the supply of the goods has been completed to my/our satisfaction.

Client Name:

Claim Number:

Service Provider/Supplier:

)

J

Client Signature:

k





Tel: 07 5523 3122 Fax: 07 5523 9966

ACN: 132 546 797

Email: command@commandbuildingservices.com.au

3/42 Machinery Drive, PO Box: 6520 Tweed Heads South NSW, 2486

Date: 13/01/2009

ιā.

Quote:

To: From: Attention: Email: SUBJECT: Our Job No:	Command	Young International BNE d Building Services aims McLarens Young Int rensyoung.com	
Insured:	Name: Site Address: Phone No: Mobile: Insurer: Insurer: ABN:	East Ipswich, QLD, 4305 RACO Insurance Limited 50 009 704 152	
SCOPE OF V	VORKS:	······································	

Scope of Works Attached

Amount: Variation:	\$ \$	53,800,00
GST:	\$	5,380.00
Total:	\$	59,180.00

Thank you for giving Command Buildin	g Services the opportunity to quote	Page 1 of 7
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Page 5 ISSUE A

(B) SCOPE OF WORKS

B1.0 EXTERNAL WORKS

1.01 EXTERNAL CLEANING

Wash and clean (including pressure clean as required) the exterior of the entire lower floor level of the dwelling to remove all trace of water debris, water stains and the like. This includes all existing external walls (face brickwork, weatherboard cladding and the masonry retaining walls surrounding the external walkways), columns, doors, windows etc.

Pressure clean the existing concrete walkways to remove all debris.

B2.0 LOWER FLOOR LEVEL -- ANTI-MICROBIAL TREATMENT

The lower floor level of the dwelling has been inundated by water and possible associated contaminants. Allow to have an anti-microbial chemical treatment applied to the hard surfaces throughout the entire lower floor level that may have been in contact with and may have been contaminated by the water i.e., floors, wall studs, bottom plates, doors etc.

The anti-microbial treatment must be applied by a QBSA licensed operator.

B3.0 RUMPUS ROOM AND STAIRWELL - LOWER FLOOR LEVEL

- NB: It is our opinion that the existing cracks within the concrete floor slab are pre-existing settlement cracks which are not attributable to water damage. Repair works to these settlement cracks are not included within this Scope of Works.
- 3.01 Due to the large amount of damage sustained, remove the remaining plasterboard wall sheeting from all walls. Note that existing cornices will require removal to facilitate the removal of wall sheeting the existing cornices must be neatly removed by scoring along the edge of the cornices with a sharp Stanley knife to avoid damage to the existing ceiling linings. Make good to all celling linings as required in preparation for repainting.

Carefully remove wall linings where abutting the square set plasterboard linings enclosing the floor bearers to avoid damage to these linings – make good as required to match existing,

Remove all internal architraves, cover strips and cover moulds to all doors and windows to facilitate removal of wall linings.

Thoroughly clean and vacuum all wall cavities to remove all debris. Refer to clause B2.0 and apply an anti-microbial chemical treatment to all wall cavities prior to relining the walls. Supply and install new flush set plasterboard wall linings, full height to the Internal face of all timber stud framed walls.

Supply and install new timber skirtings to all walls to match existing.

Supply and install new timber architraves, cover strips and cover moulds to all doors and windows to match existing.

Supply and install new plasterboard cornices to all walf and ceiling junctions to match existing.

3.02 Wash, clean and service the aluminium framed doors and windows to ensure smooth operation. Replace any missing or damaged flyscreens to match existing.

Remove and replace the cracked glass to the window adjacent to the Laundry.

Thank you for giving Command Building Services the opportunity to quote

Page 2 of 7

AAAAA AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	····	 	
SCOPE OF WORKS			Page 6
			гаусч
DEDUIL DING OF WATER B.	ATTACK BUILDING		
REBUILDING OF WATER D	AMAGED DWELLING		
. EAST JPS	WICH Q4305		ISSUE A

- Remove the pair of timber framed glass doors leading from the Rumpus Room to the Bedroom. Ease and adjust the doors, prepare and refurbish the doors in readiness to 3.03 rehang. Make good to the existing timber reveals and rehang the doors to match existing.
- 3.04 Supply and install two new hollow core flush panel doors to the existing doorways to the Linen Store and Laundry. Make good to the existing door jambs. Supply and install new door hardware to match existing door hardware - confirm by site inspection and discussion with the insured.
- 3.05 Carpet floor coverings have been removed. Thoroughly clean the existing concrete floor slab in readiness for new carpet floor coverings which will be supplied and installed by others under a separate building contract.
- 3.06 Wash, clean and repaint the existing timber stair stringers and risers to match existing. Resand and re-stain the existing stair treads to match existing.

Repaint the wall mounted timber handrail.

Paint the lower floor level side walls of the stairwell to the nearest cut-off points at the internal and external corners of the stairwell.

BEDROOM - LOWER FLOOR LEVEL B4.0

4.01 Due to the large amount of damage sustained, remove the remaining plasterboard wall sheeting from all walls. Note that existing cornices will require removal to facilitate the removal of wall sheeting -- the existing cornices must be neatly removed by scoring along the edge of the cornices with a sharp Stanley knife to avoid damage to the existing celling linings. Make good to all celling linings as required in preparation for repainting.

Remove all internal architraves, cover strips and cover moulds to all doors and windows to facilitate removal of wall linings.

Thoroughly clean and vacuum all wall cavities to remove all debris. Refer to clause 82.0 and apply an anti-microbial chemical treatment to all wall cavities prior to relining the walls. Supply and install new flush set plasterboard wall linings, full height to the internal face of all timber stud framed walls,

Supply and install new timber skirtings to all walls to match existing.

Supply and install new timber architraves, cover strips and cover moulds to all doors and windows to match existing.

Supply and install new plasterboard cornices to all wall and ceiling junctions to match existing.

- 4.02 Remove the existing external door and replace with a new solid core exterior grade flush panel door to suit the existing opening. Reuse the existing door closer on the new door. Supply and install all other new door hardware to match existing.
- 4.03 Supply and install two (2) new timber louvred doors to the built-in wardrobe to suit the existing opening. Reuse the existing timber reveals and supply and install new architraves.
- 4.04 Remove the existing internal shelf and hanging rail and replace with a new shelf and hanging rail. New shelf to be constructed from 16mm white melamine faced particleboard with matching support rails as required to ensure a robust installation.
- 4.05 The insured advised that the desk to the recess adjacent to the wardrobe had been extensively water damaged and has been removed during the initial clean-up.

Thank you for giving Command Building Services the opportunity to quote

Page 3 of 7

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SCOPE OF WORKS			
REBUILDING OF WATER	DAMAGED	DWELLING	
	PSWICH Q434		

It would appear that this desk is loose furniture and regarded as a contents item which will be replaced by others under a separate contract.

- 4.06 Wash, clean and service the aluminium framed window to ensure smooth operation. Remove and replace the existing flyscreens to match existing.
- 4.07 Carpet floor coverings have been removed. Thoroughly clean the existing concrete floor slab in readiness for new carpet floor coverings which will be supplied and installed by others under a separate building contract.

LINEN STORE - LOWER FLOOR LEVEL <u>B5.0</u>

Due to the large amount of damage sustained, remove the remaining plasterboard wall 5.01 sheeting from all walls. Note that existing cornices will require removal to facilitate the removal of wall sheating - the existing cornices must be neatly removed by scoring along the edge of the cornices with a sharp Stanley knife to avoid damage to the existing ceiling linings. Make good to all ceiling linings as required in preparation for repainting.

Remove all internal architraves, cover strips and cover moulds to all doors and windows to facilitate removal of wall linings.

Thoroughly clean and vacuum all wall cavities to remove all debris. Refer to clause B2.0 and apply an anti-microbial chemical treatment to all wall cavities prior to relining the walls. Supply and install new flush set plasterboard wall linings, full height to the Internal face of all timber stud framed walls.

Supply and install new timber skirtings to all walls to match existing.

Supply and install new timber architraves, cover strips and cover moulds to the door to match existing

Supply and install new cornices to all wall and celling junctions to match existing.

5.02 Thoroughly clean the existing concrete floor slab and prepare for new sheet vinyl floor coverings

Supply and install new sheet vinyl to the entire floor area of the Linen Store - allow the P.C. Sum of thirty dollars (\$30.00) per square metre for the supply (only) of the new sheet vinyl.

- 5.03 Supply and install new shelving fixed to the walls of the Linen Store. All shelving to be constructed from 16mm white melamine faced particleboard with matching ladder support framing to ensure a robust installation. Install the following shelving:
 - (a) Seven (7) equally spaced shelves nominally 250mm deep x 2000mm long mounted on the stairwell side wall of the Linen Store.
 - (b) Four (4) equally space shelves nominally 600mm deep x full width of the rear wall of the Linen Store.

<u>B6.0</u> LAUNDRY -- LOWER FLOOR LEVEL

6.01 Due to the large amount of damage sustained, remove the remaining plasterboard wall sheeting from all walls to Laundry and associated hallway. (Note that no ceilings or cornices exist to the laundry area).

Remove all internal architraves, cover strips and cover moulds to all doors and windows to facilitate removal of wall linings.

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Page 4 of 7

Page 7

ISSUE A

SCOPE OF WORKS	
REBUILDING OF WATER DAMAGED DWELLING	
LAST IPSWICH Q4305	

Thoroughly clean and vacuum all wall cavities to remove all debris. Refer to clause B2.0 and apply an anti-microbial chemical treatment to all wall cavities prior to relining the walls. Supply and install new flush set plasterboard wall linings, full height to the internal face of all timber stud framed walls.

Supply and install new timber skirtings to all walls to match existing.

Supply and install new timber architraves, cover strips and cover moulds to the doors and windows to match existing,

Supply and install new plasterboard comices to all wall and ceiling junctions to match existing.

- 6.02 Remove the existing laundry tub and cabinet and supply and install a new polyester powder coated galvanised steel laundry cabinet with stainless steel bowl to match existing. Reconnect all services thereto.
- 6.03 Wash, clean and service the aluminium framed windows to ensure smooth operation. Replace any damaged or missing flyscreens to match existing.
- 8.04 Supply and install a new floor mounted cupboard unit fixed to the wall backing onto the Rumpus Room. Cupboard to be nominally 2000mm long x 600mm wide x 900mm high constructed from:
 - (a) 16mm white melamine faced particleboard carcass comprising 120mm high recessed kick plate, bottom shelf and mid-shelf, back and gables
 - (b) Four (4) selected colour laminate plastic faced doors with pull handles.
 - (c) 32mm square edged laminate plastic faced benchtop.
- 6.05 Supply and install 150 x 150 white glose splashback tiles to the wall between the top of the laundry tub and the underside of the window for the full width of the laundry tub.

Supply and install 150 x 150 white gloss wall tiles nominally 800mm high for a length of 750mm to the two walls in the corner of the Laundry behind the washing machine.

- 6.06 Supply and install a pair of new hollow core, flush panel doors complete with timber door reveals, architraves and door hardware (flush pulls) etc to the existing opening to the linen cupboard within the laundry.
- 8.07 Supply and install six (6) equally spaced white melamine faced 16mm particleboard shelves within the linen cupboard. Provide matching support framing to ensure a robust installation. Shelves to be full width and full depth of the cupboard confirm all dimensions by site inspection.
- 6.08 Thoroughly clean the existing concrete floor slab and prepare for new sheet vinyl floor coverings.

Supply and install new sheet vinyl to the entire floor area of the Laundry including the linen cupboard, store below the stairs and the passage leading to the external doorway. Allow the P.C. Sum of thirty dollars (\$30.00) per square metre for the supply (only) of the new sheet vinyl.

- 6.09 Supply and install a new hollow core flush panel door to the existing opening to the store below the stairs complete with new timber door reveals, architraves and door hardware.
- 6.10 Remove and replace the existing external door to the end of the passageway with anew solid core exterior grade door to match existing. Reuse the existing door hardware on the new door. Paint/repaint the door, reveals, architraves etc internally and externally.

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Page 8 ISSUE A

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SCOPE OF WORKS				Page 9
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6.11 Provide new flush set plasterboard wall linings and skirtings to the store below the stairs - to match existing.

B7.0 STOREROOM

- NB: No celling existed to this room. No wall linings existed to the stud framed nib wall between the external wall and the she column. This room was unpainted prior to the water damage.
- 7.01 Wash, clean and service the existing roller door. Inspect the door for any impact damage from the water and make good. If unable to make good allow to remove and replace the roller door with a new roller door to match existing.
- 7.02 Thoroughly clean and vacuum all timber stud framed wall cavities to remove all debris. Refer to clause B2.0 and apply an anti-microbial chemical treatment to all wall cavities prior to relining the walls.

Supply and install new flush plasterboard wall linings to the lower half of the walls where the existing wall linings have been removed. New wall sheeting to be flush set to the existing wall linings above.

Supply and install new timber skirtings to all walls to match existing.

Remove three (3) wall sheets to the upper half of the walls where holed or otherwise damaged. Replace with new flush set wall linings to match existing.

Note that the wall linings within the Storeroom were never painted. Prepare the new wall linings for repainting (flush set, sand etc) but do not paint the walls within this room.

- 7.03 Supply and install a new hollow core flush panel door to the existing door opening to the Laundry complete with new timber door reveals, architraves and door hardware.
- 7.04 Wash, clean and service the aluminium framed windows to ensure smooth operation. Replace any damaged or missing flyscreens to match existing.
- 7.05 Thoroughly clean the existing concrete floor slab no floor coverings to this room.
- 7.06 Supply and install a new vertical open shelf storage unit nominally 2000mm high x 1000mm wide x 350mm deep located in the corner of the room adjacent to the roller door. Storage unit to be constructed from 16mm white melamine faced particleboard comprising recessed kick plate, gable ends, top, back and internal shelves at nominal 500mm centres. Provide matching support framework as required to ensure a robust installation.

B8.0 ELECTRICAL SERVICES

- 8.01 Allow to test and recommission/reinstate the entire electrical installation throughout the lower floor level of the dwelting to comply with all current Codes and Standards. Replace all water damaged components.
- 8.02 Remove and replace any water damaged electrical outlets (power points, telephone outlets, television aerial outlets etc), wiring etc to the lower floor level confirm by site inspection and testing.
- 8.03 Note that all existing light fittings are to remain as they have been unaffected by the water.
- 8.04 Supply and install smoke alarms to protect the lower floor level of the residence in accordance with BCA Part 3.7.2 and AS 3786 and connected to consumer main power. A licensed electrician is to provide certificate of installation at final inspection.

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Page 6 of 7

	PE OF WORKS LDING OF WATER DAMAGED DWELLING EAST IPSWICH Q4305	Page 10
8.05	Inspect, test and reinstate the existing security system to ensure correct functioning and replace any water damaged components.	. Remove
<u>B9.00</u>	PAINTING (GENERAL REQUIREMENTS)	
(A)	All paint colours are to match existing – determine by Site Inspection and consult the Owners.	ation with
(B)	Where existing water damaged finishes are scheduled to be repainted, allow to 'bleed coat' sealer as necessary to comply with manufacturer's specifications repainting. Note that painting will be entirely rejected if any water damage shows through the o painting installation.	s prior to
(C)	Premium quality paints manufactured by <i>Taubmans, Dulux, Berger, Walpamur or Wal</i> equally acceptable. Do not mix paints of different manufacture or apply coats over pre coats by a different manufacturer.	
(D)	All new building items unless pre-finished are to be painted as specified below. Note that if a substrate that is scheduled to be painted is not specifically listed below accordance with relevant Australian Standards, manufacturer's specifications and trade practice.	
(E)	EXTENT OF PAINTING WORK:	
	(a) Refer to clause B1.01 and note that all external surfaces to the entire lower floor lube washed and cleaned to remove all trace of water debris, water stains and Paint/repaint the external door from the bedroom and the external door from the Hall. No other external painting is required.	d the like.
	(b) Repaint all internal areas of the lower floor level excluding the Storeroom (w remain unpainted). Refer to clause B3.06 for extent of painting to stairwell walls.	hich is to
INTERN	AL SURFACES	
(a)	Internal Plasterboard Walls / Cellings	
	(i) One (1) coat sealer (acrylic) (ii) Two (2) coats low sheen acrylic	
(b)	Internal Timber Doors / Trims, Linings	
	 (i) One (1) coat undercoat (oll based) (ii) Two (2) coats gloss enamel 	
(c)	Internal Fibre Cement	
	(I) One (1) coat sealer (acrylic) (Ii) Two (2) coats semi gloss acrylic	
	END OF SCOPE OF WORKS	

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Page 7 of 7

PO Box 3004, Eight Mile Plains, QLD. 4113. PO Box 3004, Logan City, QLD. 4114 Telephone 137 202 Facsimile (07) 3341 0630	Page: 1 of	PUBLIC CORUSIAWINHAR ROOMENTS TO SO SERVICE TO THE REPORT OF	Date of Loss: 19 November 2008	CRISP (Police Report);		^r he information and answers given in this form are truthful and accurate, and l/we understand that this claim may be refused if information is untrue, naccurate, misrepresented, or concealed.	Time: Date:	Purchased From New or Purchase Tatool of Southern Southern Southern Suttern Street Ownership Replacement	\$951.00 FOR PARTY NEW PARTY NE	\$795.00 Fither and the second s	\$800,00	\$758.00 By 27-28 A P P P P P P P P P P P P P P P P P P	\$1.500.00 **** ******************************	\$438.00 International and a second	\$320.00 [2453] [00.2453] [00.2453]	\$225.00 Fabre 25 File 27 File 27	\$155.00 Strate State Sta	\$500.00 (Krawking 1 - 20% kg - - 20	\$600.00 [12:52:52:52:52:52:52:52:52:52:52:52:52:52	5300.00	
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RACO INSURANCE		A STATE OF A	ACOI Claim Number:	Justomer Name:)ECLARATION (must be acknowledged and/or signed for all clai	The information and answers given in this form are truth naccurate, misrepresented, or concealed.	Acknowledgement / Signature(s): Signed copy held on file	Description of Item (Make/Model)	GEC double chest freezer 343	DL air conditioner DWR-	Kelvinator air conditioner K25NG	Simpson washing machine Exy Set 450	Red patterned sofa bed	Westinghouse dryer LD605E	Lorraine Lea Linen queen sheet sets (3)	Lorraine Lea Linen queen doona	Lorraine Lea Linen single doona	Lorraine Lea Linen single sheet set (5)	Lorraine Lea Linen queen doona cover	Lorraine Lea Linen single doona cover	Garden gennie

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8. Dining room chairs (10)	1 yr	\$400.00	In the state of the solution of the
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0. Birth Certificate, Marriage Certificate and Passports		5410.00	
1. Bikes (3)		\$400.00	at ippelia
2. Photo frames (42)	2mths 5vrs	\$1,100.00	
 Tables (2) wood and plastic 	1-2yr	\$200:00	
	Smths	\$75.00	
5. Hills swing set	3yrs.	\$400.00	
6. Kids plastic seats and table	Zyrs	00.992	
7. Paint (various colours x 5)	1mth 5vrs	\$100.00	
8. Fence paint	3mths	\$100.00	
9. Rope (10 lots)		\$250,00	
0. Eveready battery charger (2)		\$50.00	
1. Rechargeable batteries (walkie talkie and games)	Smths	2300.00	
2. Thomas Tank Engine mat	Gyrs	\$75.00	
 Black polo work shirts (3), black pants, safety pants 	Gmths	\$330.00	
4. Wooden baskets (4)	3yrs	\$100.00	
5. DVDs (293)	Var	\$5,274.00	
6, CDS (33)	Var	\$660.00	
7. Tapes (55)	Var	\$550.00	
8. Window screens (8)	1 Oyrs	Building	1
9. Curtains (13 sets)	1-5yrs	\$2,200.00	
0. Mink blanket	3yts	\$150.00	
rt. Teddy's (15)	(-8yrs	\$300.00	
Chicat leather	(Outhor		

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4 10 4	Jama Disad with the band that 1 /0/	· 月7月 				一時内 時間が行う時間にいたいたちょういいい。 どうままたい	
	rulle blariu mini vac, nang neig (2)	2-5yrs		00 009	がに行うために対		
	Vibrators (5)	1-2yrs		\$500.00			
+	Hamess belts (6)	2yrs		\$300.00			
Ц°,	Jim Beam (1)	Gruths		\$50.00			
6	Black leather pouch (3)	Bmths	22	\$150,00			
.e	Personal items (incl toothbrushes)			\$620.00			
00	Photos (hundreds)	1-37yrs	, Ars.	0			
01.	Leather whips (6), leather parts (1)	2yrs		\$1,200.00			
20	Pictures (10)	1-5yrs	2	\$500,00			
60	Suitcases (4)	3-5yrs		\$240.00			
9	Broncos signed football	2715		\$150.00	10-11-11-10-10		
05.	Sunbeam toaster oven	2yrs		\$150.00			
90	Garden shovel	2yrs		\$40.00			
04.	Garden fork	2yrs		\$30.00			
60	Star dropper	2yrs		\$200.00			「二人のうち
.60	Tonka fruck	2yrs		\$120.00	300000		
10.	Computer parts (upgrade chips, hard drives)	t-5yrs	S.	\$500.00			
H.	Purple corset and velvet cape	18mth		\$700.00			
12	Handbag	5yrs		\$25.00			
13.	White satin mat	Gyrs		\$75.00			
14.	Medication (20)	Bmtris	S	\$150,00			
15	Nail clippers (4), scissors (9)	1-3yrs		\$220.00			
9	School hats (5)	ł		\$100.00			
17	Laminating machine and sheets			\$450.00			
8	Dick Smith travel adaptor (4)	\$.		\$20.00			いた
19	First and kt	6mths	2	\$100.00			

20 Pillows (3)	under state sta	0-1yr	\$180.00	
21 Tupperware water jugs (5)	ter jugs (5)	1-10yr		
22 Manuals for all h	Manuals for all household items			
23 School bags (2)		<dyr< td=""><td></td><td></td></dyr<>		
24 Torches (9)		3mths		
		2yrs	100,000	
Ston Hoc .cz		Syrs	\$400.00	
26. Tools (70)		1-10yrs	\$1.000.00	
27. Uno cards		amths	\$15.00	
28 Spray paint (8 cans)	ans)	1-2yrs	\$40.00	
29 Photo albums (33)	33)			
30 Bean bags (2)		3mths	2520.00	
31 Ozito cordless drill		2yrs	\$120.00	
32 White dishes (8)	White dishes (8) and wine glasses (4dz)	18mths		
33 House and loan paperwork, taxation dockets returns etc	House and loan paperwork, all Bass forms, all taxation dockets returns etc			
34 Phone and batte	Phone and battery chargers (12)	4yrs	610.00	
35. Jump leads		Zyrs	00025	
36. DSE DVD Player		2yrs		
37 Travel gear (15)		tyr	\$150.00	
	(10)	toyrs	\$100.00	
39. Petrol tins (2)		101	00:02\$	
40 Mountain bike		3mths	007002\$	
41. Dog collars, bowls, leads etc	vis, leads etc	0-6mth	\$200.00	
42 Cork boards		5yrs	290.00	
43. Leather wallet (C	Leather wallet (Colorado) and handbags (5)	0-5yrs	\$375.00	
44. Plastic storage drawers (2)	Travers (2)	<u>5</u> 8	\$100.00	
45. Toy box and toys (60 items)	s (60 items)	1_BVIS		

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40	Roller door			
47.	Barbecue (6 burner)	3yrs	\$450.00	
40	Nokia mobile phone	<1yr		
49.	Computer software	0-4vrs		
20	Car brake cables (2)	New		
51.		New		
25	Wattle decking oil, 2pac paint and accessories	1%F		
29	Chain and bars (20m)	2mths		
3	Box fittings (hooks, nails etc)			
55.	Wooden cupboards (5)	2yrs	\$750.00	
99	Broncos football	ZVIS		
2	Leather camera bas	ZVIS		
ĝ	Smoke detectors (11)	Smths		
20	Chubb home security system			
60	PIR.			
5	Eadenco Phone			
8	Hanging wire baskets (6)	Zyrs	\$50.00	
8	Wrapping paper (15 rolls)			
8	Curtains (plastic - 3 sets)	Zyrs		
IC G	Fruit bowl	15yrs		
8	Speakers	1/1	\$25.00	
67	Motherboard ASUS (2)	1yr 4wr	220.00	
89	Kid safe gates (3)	Tyrs	00.0058	
8	Palsonic television 5179G and T.34372	4915	\$400.00	
02	Home security system		Spare	
R	Mary Kay make up (30 items)	18mths	\$2,500,00	
12	Scrabble cards, Monopoly Australian edition	3yrs	\$100.00	「「「「「「「「「」」」」
				· · · · · · · · · · · · · · · · · · ·

173	DEC portable DVD M10793 player			S180.00	
174	Thermometer BDNJ07417	2yrs		\$100.00	
175	Model train set			\$400.00	
176	Akai video V8-G205EA	6yrs		\$50.00	
121	Pope hose (20m)	4mths		\$45.00	
178	GMC sander	1yr		\$50.00	
6/	Birthday candles (20) numbers	1-8yrs	SIX SIX	\$40.00	
80	Canon Pixma print	2yrs		\$150.00	
<u>8</u>	Power surge ex-cords (15)			\$600.00	
82	Hall runners (2)	Tyrs		\$150.00	
83	Wooden tool box	6yrs		\$60.00	
8	Bamboo torches (18)	tyr		\$150.00	
85.	Glue gun and glue	1%		\$120,00	
86	Pure essential oils ((7)	tyr		\$280.00	
87	Camping mat	3yrs		\$200.00	
88	Aquaport water filter AQP-10CS	<1yr		\$100.00	
88	Feather doona (2)	<1yr		\$150.00	
6	Pillows (2)	<1yr		\$150.00	
91	Kitchenware	0-10yr	Dyr	\$500.00	
62	4 boxes of toys	1-8yrs	SU SU	\$500.00	
83	Tupperware (bowis x 40)	1-3yrs	SU/	\$1,000.00	
8	Animal posters (11)	~1yr		\$150.00	N
95	Stationery (50)		• • • • • • • • • • • • • • • • • • •	\$750.00	
96	Pillowcases (10)	SVIS		\$50.00	
97	Fridgey bags	2yrs		\$60.00	
80	Candle gift pack (party lite x 3)	<1 yr		\$300.00	
66	Mops, brooms etc	<2yrs		\$50.00	

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870.00 State Sta	\$150.00 AGE 24 24 24 24 24 24 24 24 24 24 24 24 24	and the second sec	\$1,200,00 kt 200,00	\$650.00 (111) (111	51 .050.00 Not 200 No	5500.00 5 117 5 17 	\$200,00 State 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -		S800,009 (22)	511(00,00) (31)	S500.00			S250.00 275	5120.00 345 - 242	5-2-2-2 (1)	5200.00 Ebel 24	\$200.00 First 1	2000 H 200 H	2300 00 million and a second	\$1,200.00 State 201.00 State 201.00		00.0668	5465.00 PT****	\$5,000,000	\$165.00 Party of the second
3yrs	<1yr	Gmths	1-8yrs	44/5	Żyrs.	Z	1yr			Zyrs	2yrs			2mths	2mths	Jyr	<2yrs	1yr	2yrs		18mths	50yrs		18mths		18mths
Easy Yo yoghurt maker	Humidifier (2)	Craft supplies (200)	Tool box (50 items)	Singer sewing machine	Singer overlocker	Danoz H20	Electronic keyboard MK933	PlayStation 2	PlayStation 2 games (11)	Digital video camera	Digital camera	HP Touch Smart Computer IQ505A	Tea towels (20)	Water proof bed liner (2)	Pillow protectors (4)	Blank DVDs (100)	Rewriteable DVDs (20)	TDK duel layer DVD	Foot spa	Blankets (30)	Wedding dress	Christening gown	Dad's clothes	Wedding suit	Family photos (100) Restoration	wedding suit

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CDs (200) \$400.00 s uniform (10) \$330.00 s free phones 1yr in fridges \$500.00		2yrs	2.0	\$500.00
Ducks uniform (10) \$330.00 ands free phones 1yr and in fridges \$500.00	Blank CDs (200)	dew.		\$400.00 Feb 14 (1778) 200 Feb
inds free phones 1yr \$200.00 \$500.00 \$	Scouts uniform (10)			
iod in tridges	ands free phones	Vr	a fundamental a constant	di List
	ood in fridges		•	
		and the second se	ran da serie de la companya de la co	

2649 Logan Rd, Eight Mile Plains, QLD. 4113. PO Box 3004, Logan City, QLD. 4114 Telephone 137 202 Facsimile (07) 3341 0630	Date of Loss: 19/11/08	CRISP (Police Report):		truthful and accurate, and l/we understand that this claim may be refused if information is untrue,	Date: 16/10/2006	New Purchase Example 1 A Structure of Purchase Example 1 A Structure Structu	1000 (第三元 5月) 11(5月) 12-35119	700 3	650 State of the s		
				, and liwe understand ti	Time: 8:20am	Purchased From					
			(sm)	accurate		 Age	2yrs	2/3yrs	6mths		
			ad (oral relations)	iful and	10	Serial No.					
	RACOT Claim Number		DEC. ARATION (multi de actinomie de antifox signed (The Information and answers given in this form are truth inaccurate, misrepresented, or concealed.	Ictmowledgement / Signature(s): Signed copy held on file	Description of Item (Make/Model)	GEC Double Chest Freezer 500 litre	Simpson Washing Machine Ezyset 450	Westinghouse Dryer LD605E		
	M	3		ž,	S	E S	_	N	0		

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Exhibit 44

From: Sent:	Friday, 25 March 2011 3:24 PM	
To: Subject: Attachments:	RACQI Claim	
Attaonmenta,		

Dip Bus - FLM) Executive Manager - Household Claims & Loss Adjusting RACCO / Insurance PO Box 3004 Logan City DC QLD 4123 Phone: Mobile Fax: 07 34232487

Pracqi.com.au

Email:

RACQ Insurance Ltd 50 009 704 152 2649 Logan Rd, Eight Mile Plains, QLD 4113 PO Box 3004, Logan City, QLD 4114 Telephone 137 202 Facsimile (07) 3031 2750

7 January 2009



Dear

 Household Insurance

 Loss Date:
 19/11/2008

 Loss Cause:
 Storm

 Claim Number:
 Image: Claim Store Store

We are pleased to advise you that we are ready to settle the contents portion of your claim. Your claim settlement has been calculated as follows:

Total Contents Sum Insured	\$80000.00
Less Previous Contents Payments	\$17947.00
Less Policy Excess	\$ 100.00 -
Less Remaining Premium	\$ 55.83 -
Total Settlement	\$60997.17

Payment as indicated above will be forwarded to you shortly and as agreed, payment will be made by EFT.

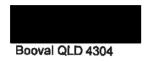
If you have any questions or need more information please call us on 137 202.

Sincerely



RACQ Insurance Ltd 50 009 704 152 2649 Logan Rd, Eight Mile Plains, QLD 4113 PO Box 3004, Logan City, QLD 4114 Telephone 137 202 Facsimile (07) 3031 2750

28 November 2008



Dear Mr and Mrs

Household Insu	rance
Loss Date:	19/11/2008
Loss Cause:	Storm
Claim Number:	

We are pleased to advise you that we are ready to partially settle your claim in the amount of \$ 500.00

Your claim settlement has been calculated as follows:

Emergency Payment	\$ 500.00
Total	\$ 500.00

Payment as indicated above will be forwarded to you shortly and once accepted represents partial settlement of your claim. As agreed, payment will be made by EFT.

Sincerely



Customer Service Officer

@racqi.com.au

RACQ Insurance Ltd 50 009 704 152 2649 Logan Rd, Eight Mile Plains, QLD 4113 PO Box 3004, Logan City, QLD 4114 Telephone 137 202 Facsimile (07) 3031 2750

8 December 2008	
PO BOX 606 BOOVAL QLD 4304	

Dear Mr & Mrs

Household Insura	ance
Loss Date:	19/11/2008
Loss Cause:	Storm
Claim Number:	

We are pleased to advise you that we are ready to partially settle your claim in the amount of \$ 5000.00

Your claim settlement has been calculated as follows:

Emergency Payment	\$ 5000.00
Total	\$ 5000.00

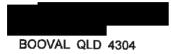
Payment as indicated above will be forwarded to you shortly and once accepted represents partial settlement of your claim. As agreed, payment will be made by EFT.

Sincerely



RACQ Insurance Ltd 50 009 704 152 2649 Logan Rd, Eight Mile Plains, QLD 4113 PO Box 3004, Logan City, QLD 4114 Telephone 137 202 Facsimile (07) 3031 2750

18 December 2008



Dea	
Household Insur	ance
Loss Date:	19/11/2008
Loss Cause:	Storm
Claim Number;	

We are pleased to advise you that we are ready to partially settle your claim in the amount of \$ 10,000.00

Your claim settlement has been calculated as follows:

Emergency Payment	\$ 10,000.00
Total	\$ 10,000.00

Payment as indicated above will be forwarded to you shortly and once accepted represents partial settlement of your claim. As agreed, payment will be made by EFT.

Sincerely

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Customer Service Officer Dracqi.com.au

RACQ insurance Ltd 50 009 704 152 2649 Logan Rd, Eight Mile Plains, QLD 4113 PO Box 3004, Logan City, QLD 4114 Telephone 137 202 Facsimile (07) 3031 2750

21 November 2008

BOOVAL QLD 4304	

Dear	3
Household Insu	rance
Loss Date:	19/11/2008
Loss Cause:	Storm
Claim Number:	

We are pleased to advise you that we are ready to partially settle your claim in the amount of \$300.00

Your claim settlement has been calculated as follows:

Food - Refrigerated/Frozen	\$ 300.00
Total	\$ 300.00

Payment as indicated above will be forwarded to you shortly and once accepted represents partial settlement of your claim. As agreed, payment will be made by EFT.

Sincerely

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Customer Service Officer @racqi.com.au Playel Pty Limited A.C.N. 121 261 232 / A.B.N. 43 253 748 351 as Trustee of the Flayel No 2 Trust trading as Harvey Norman Electrics Aspley Electrical Aspley 1411-1419 Gympie Road Aspley QLD 4034 Phone: 07 3634 1100 Fax: 07 3634 1133 <u>. . . .</u> TAX INVOICE 08/12/08 16:23:33 82 2352219 INVOICE REPRINT 573669 Assist: 29 Cust #: 27700 RACO INSURANCE LIMITED ABN 50009704152 SType : INSURANCE SALES PO BOX 3004 Oper : 29 - 5998 LOGAN CITY QLD 4114 Product Qty Price Total . مدملة المارية بين : ورجائب ورغا يترخر فيتشاب تعاجر معاقرين فياب Self-sent particular had provided the sent set of 251.00 758.00 EWF1083 1.00 1009.00 ELECTROLUX 8.0KG 1000RPM SPIN See manufacturers documentation for Warranty Datails * TAKEN * on 12/12/08 1.00 0,00 WARRANTYDECLINE 0,00 EXTENDED WARRANCY DECLINE EWF1093 ELECTROLUX 8.0KG * TAKEN * on 12/12/08 101.00 438.00 539.00 1.00 399600M SIMPSON 6KG CLOTHES DRYER See manufacturers documentation for Warranty Details * TAKEN * on 12/12/08 0,00 WARRANTYDECLINE 1,00 0,00 EXTENDED WARRANTY DECLINE 395600M SIMPSON 6KG CLOTH * TAKEN * on 12/12/08 ---------------- ins comp to pay \$1,296.00

--- cust to pay nil

Please choose carefully. No refund or exchange given unless your purchase is defective or a refund or exchange is required by statute. Froof of purchase is required for refund or exchange.

Pickup/Delivery Address:

EAST IPSWICH QLD 4305	Delivery Fee 100.00 Total 1296.00 G.S.T. Content 108.73
	INV PENDING 0.00 BALANCE OWING 1296.00 O/STNDING DEBT 1296.00
Claim or Ref. num: Assessor : 2	700/R.A.C.Q INSURANCE

PAGE 03/07

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00/05/5000 I3:50 0138341I33

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clivep	eeters Sev	Tel: 13 Fax: O	lountain Highway	TA	INSURE X INVOICE/C A	
Invoice To: RACQ INSURANCE I PO BOX 3004			Delive		A STATE OF STATE	2000
LOGAN CITY DC	4114 QLD		IPSWIC	CH 4305	QLD 13 DEC	and the second s
Phone		Bus/Mob:		Alt Ph: NA	Notes in the second	Little and
INS: RACQ1000	PICK UP					
	08/12/08					
						12.12.198 54754 17.15
WCM5000WA	500LTR CHEST Westinghouse PLS ARRANGE	FREEZER WITH 2		1 951.00	0.09	951.00
		GST Total	86.45		0.00	951.00
Ail goods taken.		Betterment	0.00	Less Better	ment/Excess	0.00
<u></u>	<u></u>	Excess	0.00		Belance	951.00
Terms and Conditions of 1. All Goods described on this I		vithin 14 days of availability of Stoci	k in the Clive Peeters	s Warehouse. Any variation lo	this Arrangement must l	be clearly noted

under Special Conditions on all copies of this invoice. 2. No claims for warranty, express or implied, will be recognised unless this invoice or other satisfactory evidence of purchase is produced. 3. Delivery dates are estimated and Clive Peeters will not be respirable for delays beyond our control. 4, Claims in respect of Goods damaged on delivery are recognised only if received within 24 hours of such delivery. 5. Deposits may not be refundable "as of right" where the Customer cancels the Order. 6. Clive Peeters reserves the right to make a second delivery charge in the event of the Customer not being at the delivery location on the agreed delivery date. 7. Prices quoted are subject to increase if such access are paid for in full. 9. All litems marked as Taken have been received in good condition. 10. All conditions are subject to the Customer protection laws.

1.			
McLare	ns Young Ional	2 / 179 Giver Paddington, PO Box 1038	Old 4064, Australia
GLOBAL CLA	IMS SERVICES		064, Australia 3369-4044
Our Ref:	pi i	•••	clarensyoung.com
Your Ref:		McLarens Yo ABN 45 107	ung (Qld) Ply Ltd
Date: 1 December	2008		902 VED
The Manager RACQ Insurance Limit PO Box 3004 Logan City QLD 4114	ed		
	FIRST REPOR DOMESTIC - STORM		
	AU SEQ storm event commen		
CLAIM NUMBER			
INSURED			
	East Ipswich, Qld 43	05	
POLICY	Type: Number: Period:	Householders To be advised From Tuesday, 12 Feb Thursday, 12 February	
		\$100.00	
SITUATION OF LOSS	East	lpswich Qld 4305	
DATE OF LOSS	Wednesday, 19 Nove	ember 2008	
DATE OF INSTRUCTION	DN Thursday, 20 Novem	ber 2008 at 08:30 am	
DATE OF CONTACT	Thursday, 20 Novem		
DATE OF INSPECTION	·····	ber 2008	
CAUSE DAMAGE	Storm	building & contente	
BALANCE OF RESER	Extensive damage to VE AUD 69,900.00	building a contents	
items Description	Sum Insured	Payment Now	Balance of Reserve
1. Buildings 2. Contents 3. Deductible 4. Estimated Fees &	212,000.00 71,000.00	Recommended 5,000.00	40,000.00 30,000.00 -100.00 NIL

Contents Deductible Estimated Fees & Expenses 2. 3. 4. All Reserve / Payment amounts in Australian Dollars 5,000.00

69,900.00



DESCRIPTION OF RISK

The insured risk is highset weatherboard home with a brick base and iron roof. The insured has owned and occupied the home for 2 years.

CIRCUMSTANCES

The loss arises from the storm event affecting South East Queensland commencing Sunday 16 November 2008.

In the Insured's case the drainage system has been unable to cope with the volume of rainwater experienced. There is also a storm water drain at the rear of the property which drains directly into the Bremer River. This storm water drain has overflowed as a result of the deluge and allowed water to pool in the back area, rising to approximately 1.5 metres and inundating the downstairs of the insured's home.

EXTENT OF DAMAGE

There is extensive damage to the building and the majority of contents stored in the downstairs area are beyond salvage.

We have appointed **exercises** from Insurance Construction Consultants to attend and submit a scope of works for the building repairs.

We also instructed Insight Restorations to attend to assist with stripping out and cleaning the downstairs area for hygiene purposes.

The insured has submitted a schedule of the claimed content items and we are presently reviewing this list.

POLICY LIABILITY

The majority of the damage has been caused by the overflow of the storm water drain. There would be a connection from the insured's residence to this main drain and under the circumstances we believe that the Defined Event: Bursting, leaking, discharging or overflowing of liquids from:

 pipes, gutters drains designed for carrying liquid which are fixed or connected to the home

would apply, however there is also damage which would have been caused by rainwater run-off.

We submit the above for your consideration and ask you to confirm if you will apply the Policy limitations for flash flood and stormwater run-off.

The attached photographs depict the location of the stormwater drain at the rear of the property, together with the height of the water inundation and may assist you with your policy determination.

SALVAGE

There is no salvage.

RECOMMENDATIONS FOR PAYMENT/SETTLEMENT

We recommend an emergency payment of \$5,000.00 to the insured to enable them to replace essential content items.

Payee

Postal Address	
ABN	N/A
Tax Invoice Number	N/A
Tax Invoice Valid (Yor N)	Yes
Building, Contents, Other	Contents
Invoice Amount	N/A
Less Excess	To be deducted at a later date
Amount Payable	\$5,000.00
Comments / Description	Emergency payment for essential content items.

FURTHER ACTIONS

Our further report will follow in due course.

ATTACHMENTS

1. Photograhs of building & contents damage.

MCLARENS YOUNG INTERNATIONAL



ACLA, ANZIIF (Snr. Assoc.), Dip. Bus. (Loss Adj.) Loss Adjuster DDI:

Mobil

@mclarensyoung.com





PHOTOGRAPHS - RACQ Insurance Limited

Photograph 1 Street view of insured risk.



Photograph 2 Lowest point of property at rear and storm water manhole



Outside area undemeath at rear of property - height of water on weatherboards



Rear downstairs bricked in area - shows height of water level.

Our Ref:

Photographs - Page 1



PHOTOGRAPHS - RACQ Insurance Limited



Photograph 1 Downstairs rumpus area



Photograph 2 Laundry



Photograph 3 Storage area

Our Ref:			
-			

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Photographs - Page 2



4 December 2008

2 / 179 Given Terrace Paddington, Qid 4064, Australia PO 80x 1039 Mikon, Qid 4064, Australia Tel: +61 (0)7 3369-4044 Fax: +61 (0)7 3369-1132 brtebane @mclarensyoung.com

McLarens Young (Qld) Pty Ltd ABN 45 107 932 025

The Manager RACQ Insurance Limited PO Box 3004 Logan City QLD 4114

Your Het:

Oate;

SECOND REPORT DOMESTIC - STORM DAMAGE AU SEQ storm event commencing 16 Nov 2008

CLAIM NUMBER INSURED	East Ipswick	n, Qld 4305	
POLICY	Number:	To be advised	
SITUATION OF LOSS		East Ipswich Qid 4305	
DATE OF LOSS	Wednesday, 19 November 2008		
BALANCE OF RESERVE	AUD 71,400	0.00	
items Description	Sum Insurad	Previously Recommended	Balance of Reserve
Buildings Contents Deductible Estimated Fees & Expenses	212,000.00 71,000.00	5,000.00	40,000.00 30,000.00 -100.00 1,500.00
All Reserve / Payment amounts in / Dollars	Australian	5,000.00	71,400.00

DEVELOPMENTS

We refer to our previous report dated 1 December 2008.

CLAIM AND ADJUSTMENT

We have concluded a further meeting with the Insured in which we reviewed the schedules prepared which are 23 pages. The Insured is anxious to have three items replaced which are in the schedule attached. We have advised the insured that your office will be coordinating the replacement of those items or alternatively you may wish to consider a cash settlement.

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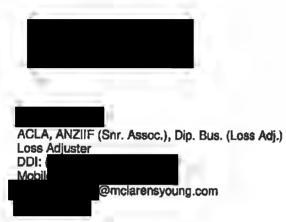


We are continuing to review and prepare the remaining documentation.

ATTACHMENTS

1. Property Loss Schedule (3 items)

MCLARENS YOUNG INTERNATIONAL



Page 2

Exhibit 45

From: Sent:	Eddy 25 March 2014 2:05 DM		
Го:	-Friday, 25 March 2011 3:25 PM RACQI Claim	/	
Subject: Attachments:			

Final email with attached documents from previous claim.

Please note the final attachment is of an email received from MYI Freemans. This includes an attachment detailing the Scope of Works for the repairs completed for this claim. This was not held on RACQI records so I have needed to have this retrieved from archive at MYIF. Note the extent of this document in their records excludes the standard atroductions which includes ICC fees for service etc.

Regards,

(Dip Bus - FLM) Executive Manager - Household Claims & Loss Adjusting



Phone	: (1.40
Mobile	e:	
Fax:	07 34232487	
Email:		@racqi.com.au





QBSA Lic 63918

Alterations, Extensions, Repairs, Pergolas, Decks, Stairs, Handrails

Small Jobs OK Quotes

Works at East Ipswich Qld 4305. Rebuilding of water damaged dwelling.

After 3(three) site inspections and thorough study of scope of works provided by INSURANCE CONSTRUCTION CONSULTANTS PTY LIMITED.dated Dec 2008, I have pleasure in providing the following quotation:

1. Take down all wall sheeting including cornices throughout lower level.

 Clean all wall cavities and areas of need and provide an Anti- Microbial treatment spray to complete lower floor.
 All electrical inspected and tested and replaced as required. Supply and install new smoke alarms to lower floor in accordance with BCA part 3.7.2 and AS 3786.

4. Resheet complete including cornices.(With note to areas that were not sheeted to be outside scope of works.) Set and sand in preparation for painting.

5. Provide new doors throughout and all mouldings in same profile.

6. Shelving and other fixed storage areas to be repaired to original and painted complete.

7. Total inside repainted with specified paint brands and types as scope of works outlines.

8. Supply and install vinyl to laundry floor, linen, under stairs storeroom, and passage to external door.(Only in this area are floor coverings replaced).

9. All flyscreening replaced or repaired and cleaned as required.

10. All joinery to lower level cleaned, washed, and serviced to a smooth working condition.

11. All external lower level walls washed and cleaned to remove all trace of water debris or stains. (including masonry retaining walls adjacent.

12. All concrete walkways pressure cleaned.

13. All works to conform to Building code of Australia and all sub-contractors to be licensed with Q.B.S.A.

14. All building insurances included in quote, and this documentation proyided at time of contract signing.
15. Approximate start date is 21st Feb and works duration

estimate is 22 working days.

Total including GST

\$62,257.00



MYI	McLarens Young International GLOBAL CLAIMS SERVICES
Our Ref:	
Your Ref:	
Date:	31 December 2008

2 / 179 Given Terrace Paddington, Qbl 4064, Australia PO Box 1039 Millon, Qbl 4064, Australia Tel: +61 (0)7 3369-4044 Fax: +61 (0)7 3369-1132 brisbane@mclarensvoung.com

McLarens Young (Qld) Pty Ltd ABN 45 107 932 025

The Manager RACQ Insurance Limited PO Box 3004 Logan City QLD 4114

THIRD REPORT DOMESTIC - STORM DAMAGE AU SEQ storm event commencing 16 Nov 2008

CLAIM NUMBER		-			
		East Ipswid	ch, Qld 4305		
POLICY SITUATION OF LOSS DATE OF LOSS		Number:	Number: To be advised East Ipswich Qld 4305		
		C			
		Wednesday, 19 November 2008			
BALA	NCE OF RESERVE	44,500.00			
Items	Description	Sum insured	Previously Recommended	Payment Now Recommended	Balance of Reserve
1.	Buildings	212,000.00	· · · · · · · · · · · · · · · · · · ·		40,000.00
2. 3.	Contents	71,000.00	5,000.00	72,553.00	3,000.00
3. 4.	Deductible Estimated Fees & Expenses			-100.00	0.00 1,500.00
			5,000.00	72,453.00	44,500.00

DEVELOPMENTS

We refer to our Second Report of 4 December 2008, together with subsequent discussions with your office and we now advise the present position.

POLICY LIABILITY

As discussed with your office, we reiterate that the resulting damage in the first instance occurred from water overflowing from gutters that are fixed to the premises which caused the main damage, but was further complicated with further run off water which was superimposed over the contents items that were already damaged to such an extent that replacement was warranted.

Accordingly, the damage is as a result of bursting, leaking and overflowing.

We confirm that no policy limit will be exceeded in this instance for flash flood or storm water run off.

NATURE AND EXTENT OF LOSS

The completion of the Scope of Works has been attended to by Insurance Construction Consultants Pty Ltd who have provided your office with a copy of that scope of works.

We have now coordinated quotations from Command Building Services and the Insured is obtaining the alternative quotation. When that documentation has been provided, we will again report with our recommendations.

The Insured did have some questions regarding that scope of works and we are awaiting that correspondence from the Insured to review.

Contents

The Insured has attended to the completion of the schedules which total twenty pages and which we have condensed to ten pages, which we now enclose.

As is evident from the schedule, the Insured's loss on the lower level was extensive which was clearly evident at the time of our inspection. We have reviewed the schedules with the insured in a meeting which was extensive and adjustments to the amounts claimed have been made. The Insured's initial claim without applying limits is for \$99,484.00 but that still does not include the replacement of the carpet.

We confirm that your office has already attended to replacement of items 1, 4 and 6 and those replacement prices have been included in the schedule.

We have proceeded with our adjustment of the claim, applying limitations to CDs, DVDs, audio and video tapes, records, computer discs, games, cartridges and consoles. This in particular applies to Items 32, 33, 34, 36, 53, 85, 86, 87, 149, 209, 216, 217 and 228. We have limited those items to \$5,000.00. However, in respect to Item 149, this relates to computer software which may not have been subject to that limitation.

Concerning the clothing items, the amounts shown represent the depreciated amount after applying thirty three percent depreciation across the board for all of the items. The Insured advised that there were other clothing items that were old which have not been included in the amount claimed. The Insured was more concerned with those more recent purchases over the last three years.

During our reinspection we can confirm having sighted items, in particular candles and make up which the Insured collects and the quantities claimed in the schedules are fair and reasonable. The Insured had the items as they assist with her allergies. The Insured advised that your office has paid a amount of \$300.00 for food, however, we have adjusted that amount to \$500.00 as there was food contained in the refrigerator on the upper level which had deteriorated due to the loss of power.

From our review of the items, we are satisfied that these amounts are in keeping with the life style of the Insured and from furniture items which escaped damage on the upper level.

The adjustments we applied reduced the loss to \$88,007.00, which still exceeds the sum insured.

Should your office concur with the limitation of the claim to take into account the computer discs, we would recommend a further payment to the Insured for the policy limit of the contents, less the monies that have already been outlayed in the emergency payment, replacement of those electrical items and the loss of food. We understand that those amounts are for \$2,147.00, \$5,000.00 and \$300.00 respectively which total \$7,447.00. The payment to your Insured is for \$72, 553.00.

PAYMENT RECOMMENDATION

We recommend that the following be paid:

Payee	
Postal Address	
· · · · · · · · · · · · · · · · ·	Booval Qld 4304
ABN	N/A
Tax Invoice Number	N/A
Tax Invoice Valid (Yor N)	N/A
Building, Contents, Other	Contents
Invoice Amount	\$80,000.00
Less already paid and Excess	\$ 7,547.00
Amount Payable	\$72,453.00
Comments / Description	Contents as per Schedule

FURTHER ACTION

When we are in receipt of quotations for the reinstatement, we will again report with our recommendations.

ATTACHMENTS

1. Schedule of Loss

MCLARENS YOUNG INTERNATIONAL

ACLA, ANZIIF (Snr. Assoc.), Dip. Bus. (Loss Adj.) Loss Adjuster

DDI:

Mobile

@mclarensyoung.com



Dale;

6 February 2009

The Manager RACQ Insurance Limited PO Box 3004 Logan City QLD 4114 2 / 179 Given Terrace Paddington, Cild 4064, Australia PO Box 1039 Milton, Cild 4064, Australia Tel: +61 (0)7 3369-4044 Fax: +61 (0)7 3369-1132 brisbane@mclarensyoung.com

McLarens Young (Qid) Pty Lid ABN 45 107 932 025

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FOURTH REPORT DOMESTIC - STORM DAMAGE AU SEQ storm event commencing 16 Nov 2008

CLAII INSU	M NUMBER RED	East ipswic	h, Qld 4305	
POLIC	CY	Number:	To be advised	
SITUATION OF LOSS DATE OF LOSS			East Ipswich Qld 4305	1 Qld 4305
		Wednesday	Wednesday, 19 November 2008	
BALA	NCE OF RESERVE	AUD 69,500	0.00	
lterne	Description	Sum Insured	Previously Recommended	Balance of Reserve
1. 2, 3. 4.	Buildings Contents Deductible Estimated Fees &	212,000.00 71,000.00	77,553.00 -100.00	85,000.00 3,000.00 0.00 1,500.00
All Res Dollars	Expenses erve / Payment amounts in	Australian	77,453.00	69,500.00

DEVELOPMENTS

We refer to our Third Report of 31 December 2008 together with subsequent instructions with your office and we now advise the present position.

We confirm having forwarded to your office quotations for the reinstatement of the damage from Command Building Services and NW Sielaff.

In accordance with your instructions, we have now communicated with the builder confirming that reinstatement of the damage may proceed in accordance with the quotation for \$62,257.00. We have requested from the builder an invoice for \$20,000.00 so that a progress payment may proceed.

_ مەخبىمە _

On receipt of that documentation we will again report with our recommendations.

MCLARENS YOUNG INTERNATIONAL



ACLA, ANZIIF (Snr. Assoc.), Dip. Bus. (Loss Adj.) Loss Adjuster DDI: (0 Mobile @mclarensyoung.com

. . .



23 February 2009

2 / 1 73 Given Terrace Paddington, Qid 4064, Australia PO Box 1039 Mitton, Qid 4084, Australia Tel: +81 (0)7 3369-4044 Fax: +61 (0)7 3369-1132 brisbane @mclarensyoung.com

McLarens Young (Qld) Pty Ltd ABN 45 107 932 025



Our Ref:

Your Ref:

Date:

FIFTH REPORT DOMESTIC - STORM DAMAGE AU SEQ storm event commencing 16 Nov 2008

CLAII INSUI	M NUMBER RED				
		East Ipswid	h, Qld 4305		
POLK	CY .	Number:	To be a	ldvised	
SITUATION OF LOSS DATE OF LOSS			East Ipswich Qld 4305		
		Wednesday	/, 19 November 2	2008	
BALA	NCE OF RESERVE	AUD 49,500	0.00		
items	Description	Sum Insured	Previously Recommended	Payment Now Recommended	Balance of Reserve
1.	Buildings	212,000.00		20,000.00	45,000.00
2.	Contents	71,000.00	77,553.00		3,000.00
3. 4.	Deductible Estimated Fees & Expenses		-100.00		NIL 1,500.00
All Res Dollars	erve / Payment amounts in	Australian	77,453.00	20,000.00	49,500.00

DEVELOPMENTS

Further to our Fourth Report of 6 February 2009, we now advise the present position.

NATURE AND EXTENT OF LOSS

Building

The reinstatement of the property is proceeding which is acceptable to the Insured who has confirmed that payment of the invoice for \$20,000.00 may proceed.

The invoice, which we have retained on our file, is in order and we would recommend payment of that invoice.

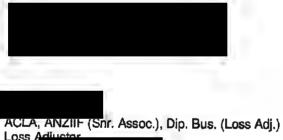
As further developments occur, we will again report.

PAYMENT RECOMMENDATION

We recommend that the following be paid:

Payee	
Postal Address	
	Kholo Qld 4306
ABN	54 338 841 822
Tax Invoice Number	and the second and the
Tax Invoice Valid (Yor N)	Yes
Building, Contents, Other	Building
Invoice Amount	\$20,000.00
Less Excess	Previously deducted
Amount Payable	\$20,000.00
Comments / Description	Progress building repairs.

MCLARENS YOUNG INTERNATIONAL



ACLA, ANZIF (Snr. Assoc.), Dip. Bus. (Loss Adj. Loss Adjuctor DDI: (i Mobile

@mciarensyoung.com

MYI	McLorens Young International GLOBAL CLAIMS SERVICES
Our Ref:	1
Your Ref:	100
Date:	25 March 2009

The Manager RACQ Insurance Limited PO Box 3004 Logan City QLD 4114 2 / 179 Given Terrace Paddington, Qld 4064, Australia PO Box 1039 Milton, Qld 4064, Australia Tei: +61 (0)7 3369-4044 Fax: +61 (0)7 3369-1132 briebane@mclarensyoung.com

McLarens Young (Qld) Pty Ltd ABN 45 107 932 025

SIXTH REPORT DOMESTIC - STORM DAMAGE AU SEQ storm event commencing 16 Nov 2008

CLAIM NUMBER INSURED			
	East Ipswich	, Qid 4305	
POLICY	Number:	To be advised	
SITUATION OF LOSS		East Ipswich Qld 4305	
DATE OF LOSS	Wednesday, 19 November 2008		
BALANCE OF RESERVE	AUD 49,500.		
Items Description	Sum Insured	Previously Recommended	Balance of Reserve
1. Buildings	212,000.00	20,000.00	45,000.00
 Contents Deductible 	71,000.00	77,553.00	3,000.00
 Deductible Estimated Fees & Expenses 		-100.00	NIL 1,500.00
All Reserve / Payment amounts in Dollars	Australian	97,453.00	49,500.00

DEVELOPMENTS

Further to our Fifth Report of 23 February 2009 we now advise the present position.

NATURE AND EXTENT OF LOSS

Building

We have liaised with the Insured who has advised that the progress of the building repairs is proceeding and she is happy with the progress.

A further progress invoice is expected from the contractor within the coming week.

As further developments occur we will again report.

MCLARENS YOUNG INTERNATIONAL



ACLA, ANZIIF (Snr. Assoc.), Dip. Bus. (Loss Adj.) Loss Adjuster DDI: Mobile: @mclarensyoung.com

4.					
MY	Molarens Young International			PO Box 1039	Qld 4064, Australia
	GLOBAL CLAIMS SERVICES	\$		Milton, Qid 4 Tel: +61 (0)7	
				Fax: +61 (0)7	3369-1132
Our Ref:	2			brisbane @ m	darensyoung.com
Your Ref:				McLarens Yo ABN 45 107	ung (Qld) Ply Ltd 332 025
Date:	31 March 2009				
PO Box 3	urance Limited				
		DOMESTIC -	TH REPORT STORM DAMA(commencing 1		
CLAIM NU	JMBER		h/		
INSURED				100	
		East Ipswid	ch, Qld 4305		
POLICY		Number:	To be a	dvised	
SITUATIO	N OF LOSS		East lpswic		
DATE OF		Madaaada			
			y, 19 November 2	2008	
BALANCE	OF RESERVE	AUD 29,50	0.00		
ltems Des	cription	Sum Insured	Previously	Payment Now	Balance of Reserve
			Recommended	Recommended	
	dings	212,000.00	20,000.00	20,000.00	25,000.00
	tents uctible	71,000.00	77,553.00 -100.00		3,000.00
4. Estir	nated Fees &		-100.00	.	NIL 1,500.00
All Reserve . Dollars	/ Payment amounts in Aust	trallan	97,453.00	20,000.00	29,500.00

DEVELOPMENTS

Further to our Sixth Report of 25 March 2009 we now advise the present position.

NATURE AND EXTENT OF LOSS

Building

The contractor has submitted a further progress invoice for \$20,000.00. We have liaised with the insured who has confirmed that payment of that invoice may proceed.

On receipt of further documentation, we will again report with our recommendations.



PAYMENT RECOMMENDATION

We recommend that the following be paid:

Payee	······································	
Postal Address		
3	Kholo Qld 4306	
ABN	54 338 841 822	
Tax Invoice Number	140	
Tax Invoice Valid (Yor N)	Yes	
Building, Contents, Other	Building	
Invoice Amount	\$20,000.00	
Less Excess	Previously deducted	
Amount Payable	\$20,000.00	
Comments / Description	Progress payment - building repairs	

MCLARENS YOUNG INTERNATIONAL



ACLA, ANZIIF (Snr. Assoc.), Dip. Bus. (Loss Adj.) Loss Adjuster DDI: (0 Mobile: @mclarensyoung.com



2 / 179 Given Terrace Paddington, Qid 4064, Australia PO Box 1039 Milton, Qid 4064, Australia Tel: +61 (0)7 3369-4044 Fax: +61 (0)7 3369-1132 brisbane@mcfarensyoung.com

McLarens Young (Qid) Pty Ltd ABN 45 107 932 025

Our Ref: Your Ref:

Date:

7 May 2009

The Manager RACQ Insurance Limited PO Box 3004 Logan City QLD 4114

EIGHTH REPORT DOMESTIC - STORM DAMAGE AU SEQ storm event commencing 16 Nov 2008

CLAII INSU	M NUMBER RED	East Ipswich	n, Qld 4305	
POLK	CY	Number:	To be advised	
SITU	ATION OF LOSS		East lpswich Qld 4305	
DATE OF LOSS		Wednesday		
BALA	NCE OF RESERVE	AUD 29,500	.00	
ltems	Description	Sum Insured	Previously Recommended	Balance of Reserve
1.	Buildings	212,000.00	40,000.00	25,000.00
2,	Contents	71,000.00	77,553.00	3,000.00
3.	Deductible		-100.00	NIL
4.	Estimated Fees & Expenses			1,500.00
All Res Dollars	erve / Payment amounts in	Australian	117,453.00	29,500.00

DEVELOPMENTS

Further to our Seventh Report of 31 March 2009 we now advise the present position.

NATURE AND EXTENT OF LOSS

Building

The reinstatement of the residence has been completed by the builder MW Sielaff who has now submitted the final invoice for \$22,257.00. We liaised with the Insured who has advised that there are still minor works that require repair and the payment of the invoice has been delayed for recommendation until such time as these minor works are attended too.

As further developments occur, we will again report.

MCLARENS YOUNG INTERNATIONAL



Gavin McCurley ACLA, ANZIIF (Snr. Assoc.), Dip. Bus. (Loss Adj.) Loss Adjuster DDI: ((Mobile @mclarensyoung.com

MYI	McLorens You International GLOBAL CLAINS SERVIC			PO Box 1039	Qid 4064, Australia 9 064, Australia 3369-4044
Our Ref:	<u></u>			• •	claren syoung.com
Your Ref:		-		McLarens Yo ABN 45 107	nung (Qid) Ply Ltd
Date:	10 June 2009			ADN 45 107	932 025
The Manager RACQ Insura PO Box 3004 Logan City Q	nce Limited				
	AU SE	DOMESTIC -	H REPORT STORM DAMAG commencing 10		
CLAIM NUM	3ER				
INSURED		East Ipswic	h. Qid 4305		
POLICY		Number:	To be a	dvised	
SITUATION C	OF LOSS		East lpswic	h Qid 4305	
DATE OF LO	ss	Wednesday	, 19 November 2	2008	
BALANCE O	RESERVE	AUD 4,500.	00		
ítems Descrip		Sum Insured	Previously Recommended	Payment Now Recommended	Balance of Reserve
Buildings Contents Contents Deductib Estimate Expense	ie Ie d Fees &	212,000.00 71,000.00	40,000,00 77,553.00 -100.00	24,842:00	NIL 3,000.00 NIL 1,500.00
All Reserve / Pay Dollars	ment amounts in Au	Istralian	117,453.00	24,842.00	4,500.00

DEVELOPMENTS

We refer to our Eighth Report of 7 May 2009 and more recently telephone conversations with the second state of your office on 9 June 2009 wherein we advised that we were still with awaiting confirmation from the Insured on the acceptance of the repairs.

We have now been advised by the Insured that all of the works have now been completed satisfactorily and payment of the invoice from may proceed.



We have been advised by Insurance Constructions Consultants Pty Ltd that their invoice for \$2,585.00 is unpaid. Their report was sent directly to your office, therefore we were of the opinion that this invoice had been paid by your office. As this may not be the case, we would recommend payment of that account.

We are awaiting the final invoice for insight Restorations for their involvement in the disposal of the contents items.

As further developments occur, we will again report.

PAYMENT RECOMMENDATION

. .

We recommend that the following be paid:

Payee	Insurance Constructions Consultants Pty Ltd			
Postal Address	PO Box 1354 Oxenford Old 4210			
ABN	13 090 437 139			
Tax Invoice Number	Not provided			
Tax Invoice Valid (Yor N)	Yes			
Building, Contents, Other	Building			
Invoice Amount	\$2,585.00			
Less Excess	Previously deducted			
Amount Payable	\$2,585.00			
Comments / Description	Preparation of scope of works			

Payee	· · · · · · · · · · · · · · · · · · ·		
Postal Address			
and a second	Kholo Qld 4306		
ABN	54 338 841 822		
Tax Invoice Number	141		
Tax Involce Valid (Yor N)	Yes		
Building, Contents, Other	Building		
Invoice Amount	\$22,257.00		
Less Excess	Previously deducted		
Amount Payable	\$22,257.00		
Comments / Description	Building repairs		

MCLARENS YOUNG INTERNATIONAL



Loss Adjuster DDI: (Mobile @mclarensyoung.com

McLarens Your International International GLOBAL CLAIBS SERVIC Our Ref: Your Ref: Date: 13 July 2008 The Manager RACQ Insurance Limited PO Box 3004			PO Box 1099 Milton, Qkd 406 Tel: +61 (0)7 33 Fax: +61 (0)7 3	14064, Australia 1, Australia 169-4044 369-1132 rensyoung.com g (Qld) Pty Ltd
Logan City QLD 4114				
		D FINAL REPOR		
AU SEC		commencing 1		
	-		-	
INSURED	Last Ipswid	ch, Qid 4305		
POLICY	Type: Number: Period: Deductible:	Househ To be a From T Thursda	dvised uesday, 12 Februa ay, 12 February 20	
	Deductible.	φ100.00)	
SITUATION OF LOSS		East Ipswic	h Qld 4305	
DATE OF LOSS	Wednesday	y, 19 November 2	2008	
DATE OF INSTRUCTION	Thursday, 2	20 November 200)8 at 08:30 am	
DATE OF CONTACT	Thursday, 2	20 November 200	8	
DATE OF INSPECTION	Thursday, 2	20 November 200	18	
CAUSE	Storm			
DAMAGE	Extensive d	amage to buildin	g & contents	
ADJUSTED LOSS	AUD 149,7	55.85		
(tems Description	Sum Insured	Previously Recommended	Payment Now Recommended	Adjusted Loss

2			Recommended	Recommended	
1.	Buildings	212,000.00	64,842,00	3,364.65	68,206.65
2.	Contents	71,000.00	77,553,00	-	77,553.00
З.	Deductible		-100.00		-100.00
4.	MYI Fees & Expenses			4,096.20	4,096.20
Ali Re Dollar	serve / Payment amounts in . s	Australian	142,295.00	7,460.85	149,755.85



DEVELOPMENTS

Further to our Ninth Report of 10 June 2009 we now advise the present position.

NATURE AND EXTENT OF LOSS

We engaged Insight Restorations to attend to the emergency works which involved stripping of the wall linings to determine the extent of the damage, making safe the electricals which needed to be compliant with electrical requirements and disposal of the contents. The invoice from Insight Restorations for \$3,364.65 is enclosed and in order.

As there is nothing further requiring our attention, we have closed our file and attach our memorandum of fees. Thank you for your consideration.

PAYMENT RECOMMENDATION

We recommend that the following be paid:

Payee	Insight Restorations
Postal Address	PO Box 3188
	Newstead Qld 4006
ABN	98 993 280 591
Tax Invoice Number	T2470
Tax Invoice Valid (Yor N)	Yes
Building, Contents, Other	Building
Invoice Amount	\$3,364.65
Less Excess	Previously deducted
Amount Payable	\$3,364.65
Comments / Description	Emergency works
Payee	McLarens Young International
Postal Address	Westpac Banking Corporation, Milton Branch
	BSB:
	Account:
	Email remittance advice to:
· · · · · · · · · · · · · · · · · · ·	@mclarensyoung.com
ABN	45 107 932 025
Fax Involce Number	BNE030633-01
Tax Invoice Valid (Yor N)	Yes
Building, Contents, Other	Other
nvoice Amount	\$4,096.20
ess Excess	N/A
many and Descale to	
mount Payable	\$4,096.20

ATTACHMENTS

1. Tax invoice from Insight Restorations

2. MYI Tax Invoice BNE030633-01

MCLARENS YOUNG INTERNATIONAL

		<u>ب</u>	
			Page
ACLA, ANZIIF (S Loss Adjuster DDI: (Mobile	nr. Assoc.), Dip. Bus. (Loss A	dj.)	
ฏ	mclarensyoung.com		

RACQ Insurance Ltd 50 009 704 152 2649 Logan Rd, Eight Mile Plains, QLD 4113 PO Box 3004, Logan City, QLD 4114 Telephone 137 202 Facsimile (07) 3031 2750

8 December 2008
PO BOX 606 BOOVAL QLD 4304
Dear Household Insurance

nousenoia insu	rance
Loss Date:	19/11/2008
Loss Cause:	Storm
Claim Number:	

We are pleased to advise you that we are ready to partially settle your claim in the amount of \$ 5000.00

Your claim settlement has been calculated as follows:

Emergency Payment	\$ 5000.00
Total	\$ 5000.00

Payment as indicated above will be forwarded to you shortly and once accepted represents partial settlement of your claim. As agreed, payment will be made by EFT

Sincerely





Date:

20 November 2008

The Manager RACQ Insurance Limited PO Box 3004 Logan City QLD 4114

NEW FILE ACKNOWLEDGEMENT

We acknowledge new case instructions which are confirmed as follows:

CLAIM NUMBER POLICY NUMBER APPOINTED BY INSURED

TYPE OF LOSS DATE OF LOSS ADJUSTER DATE OF INSPECTION

Special comments (if any):

To be advised To Be Advised East Ipswich, Qld 4305 Domestic - Storm Damage Wednesday, 19 November 2008 2 / 179 Given Tarrace Pacidington, Qid 4064, Australia PO Box 1039 Milton, Qid 4064, Australia Tei: +61 (0)7 3369-4044 Fax: +61 (0)7 3369-1132 brisbane@mclarensyoung.com

McLarens Young (Old) Pty Ltd ABN 45 107 932 025

	-			
From: Sent:	Eridov 25	March 2011 3:14 PM		
To:	muay, 20	March 2011 5.14 Five		
Subject:	FW: RAC			
Attachments:		SOW.pdi		
. Anderska frederige for the former of the f	ante mar en et l'Antolea Malder, a comparar e pag	engeleting and an and an and an an an an an an an an and an an analysis and an an an an an and an an and and a	***	та аркуляртични кар от 1975 година, которой и пакот село се от 1976 г. и на котородија.
From	[mailto:	@myifreemans.com.au]		
Sent: Friday, 25 M				
Subject: RACQI C	aim			

Hi

As discussed I attach for your reference an extract of the document prepared by Insurance Construction Consultants for the scope of works relating to the above claim. The document does not include the standard introduction by Insurance Construction Consultants. Should you have any queries please do not hesitate to contact me.

Regards,

MYIFreemans Ltd

Email:

@myifreemans.com.au

Caution: This email is intended only for the addressee(s) and may contain material which is confidential or subject to legal privilege. If you have received this message in error, please delete it immediately and advise the sender by return email.

Exhibit 46

From: Sent: To: Subject:	Wednesday_30 March 2011 3:54 PM RE: RACQI Claim
Not received to date how this to be this week.	vever am monitoring and will provide a response as soon as received. Am still expecting
Regards,	
	ELM) sehold Claims & Loss Adjusting
Phone: Email: @race	<u>qi.com.au</u>
From: Sent: Weanesday, 30 Mar To:	rcn 2011 3:49 PM
Subject: Re: RACQI Clain	n
	f works as yet, the builders report, the engineers report etc.
On Thu, 24/3/11, '	Dracqi.com.au> wrote:
From: Subject: RACQI Claim To: Received: maisary, 21	March, 2011, 11.06 FIVE

As promised this email provides a further update on progress with your current claim, and your requests for documentation from your previous claim in 2008. I also have your latest email to our CEO and will cover off on this as he advised in his response to you yesterday.

Alternative Accommodation

To clarify, this Additional Benefit became available to you upon acceptance of your claim on the 4th of March. This was discussed at that time and you where to investigate this further over the following weekend and advise me of the outcomes. In a later discussion on the 9th of March, we discussed your proposed offer of settlement for this claim including the inclusion of this benefit. You expressed an opinion at this time that this cover should form part of an overall cash settlement for this claim which I agreed to include in our final offer. Your comments were that you had an expectation that the maximum benefit (10% of the home sum insured) should be applied, to which I explained that I would consider this fairly and that the basis of any offer would include all of the circumstances and information available, including the estimated repair timeframe.

Importantly, this benefit remains immediately available to you. You are covered for the cost of alternate accommodation limited to the rentable value of your home immediately prior to the damage occurring, limited to a maximum amount equal to 10% of your home sum insured. I do appreciate that the current rental market and your personal circumstances (pets etc) make this difficult, however if you would like to pursue this please let me know and I will be happy to manage this within your claim. Alternately, I will include an allowance for this in the final settlement offer.

Loss Adjusting Report

I note your comments to our CEO regarding inaccuracies in this report. As previously explained, we utilised these providers to determine only that a property was inundated and some general information in this regard. You are aware that for all other aspects we have utilised suitably qualified personnel to progress your claim including a hydrologist, an engineer, and building trade qualified consultants. As soon as I am able to collate the information being provided by these specialists I will be in a position to calculate a final settlement offer for you, and at this time my aim is to have this available for you next week.

Previous Claim - Documentation

Later today I will be emailing this documentation to you. I will spread this over a number of emails as there are a number of attachments to include.

Regards,

(Dip Bus - FLM)

Executive Manager - Household Claims & Loss Adjusting



PO Box 3004

Logan City DC QLD 4123

Phone:		
Email:	@racqi.co	<u>m.au</u>

This communication has been sent on behalf of RACQ insurance Limited [RACQI]. The information contained in this communication may be privileged and confidential. If you are not the intended recipient, any use, disclosure or copying of this communication is expressly prohibited. If you have received this communication in error, please delete it immediately. RACQI and its associated entities do not warrant or represent that this communication [including any enclosed files] is free from electronic viruses, faults or defects.

Exhibit 47

rom: ent:	Thursday, 31 March 2011 5:09 PM	
o: ubject: .ttachments:	RACQI Claim	
ittachments:		

We are now in a position to detail our full and final settlement offer for your claim.

I have attached relevant settlement documentation for your review and where appropriate your completion and return.

To support this offer I have also attached a number of documents including:

- The scope of works for the required repairs to your home.
- The engineers report which has been incorporated into the scope for repair.
- The report by our Quality & Technical Loss Adjuster.

I would also make the following clarifying comments to assist in this process.

Building Repairs

These are detailed within the scope for repair as attached, as provided by the independent, qualified building consultants. It is noted that the repairs (including those recommended by the engineer) can be completed within the allowance provided by your PDS, so all repairs can be completed within this settlement amount.

In our normal process we would offer this scope to suitably qualified builders and undertake a competitive tendering process. We are on this occasion prepared to offer this full amount, however if it is your preference we are still prepared to offer the scope for competitive tender (including any builders of your choice). However should the cost to complete the repairs as scoped receive a tender below the amount currently estimated we would need to consider this as the actual cost for which all repairs can be completed.

Engineers Findings

These are detailed in the attached report, and the recommendations have been included in the repair scope as detailed.

Contents

The loss schedules provided clearly exceed the allowance within the PDS (50% of your sum insured) and so the maximum allowance has been allowed.

Alternative Accommodation

We have discussed this additional benefit several times and as agreed I have considered this, along with the circumstances involved in calculating our offer. The cover available is for the periods where you have been unable to live in your home, and alternative accommodation costs have been incurred. However, in recognition of the circumstances involved we are prepared to make this offer as detailed.

Initial inquiries regarding the rentable value of your home, immediately prior to the loss, with local real estate offices gave an indication that the property may have rented for \$400-\$450 per week. However, this was a difficult exercise which would require further investigation to be completely accurate with the weekly allowance. In recognition of this and in an effort to progress your claim we have allowed a weekly rental amount of \$500.

The estimated repair timeframe to complete all repairs is 3 months. However, in further recognition of the circumstances, and the pressure on repair trades etc at this time we have made allowance for 6 months alternative accommodation (26 weeks) and this is now reflected in our offer as detailed.

I am out of the office now until next Tuesday, however I will be checking my emails when able. If you have any queries or require any further clarification please don't hesitate to email me and I will respond as soon as possible. Alternately, should you wish to discuss this further please let me know and I will call you on my return to the office on Tuesday.

Regards,

Executive Manager - Household Claims & Loss Adjusting RACQ Insurance PO Box 3004

Phone: Email: <u>@racqi.com.au</u>

Logan City DC QLD 4123



RACQ Insurance Ltd 50 009 704 152 2849 Logan Rd, Eight Mile Plains, QLD 4113 PO Box 3004, Logan City, QLD 4114 Telephone 137 202 Facsimile (07) 3031 2750

31 March 2011



Dear

Re: RACOI Household Insurance Claim

We are please to advise we are now in a position to offer a full and final settlement for your claim.

This full and final settlement offer has been calculated as follows:

Building repairs including engineers recommendation	\$145,307.65
Contents (limited to 50% of your sum insured)	\$ 67,000.00
Allowance for Alternative Accommodation	<u>\$ 13.000.00</u>
Sub total	\$225,307.65
Less amount already paid (\$15000.00) and excess (\$300)	<u>\$ 15,300,00</u>
FULL & FINAL SETTLEMENT OFFER	\$210,007.65

To accept this offer please complete and return the attached form.

If you are dissatisfied with the position we have taken in relation to this matter, RACQ Insurance has an appeal process that we would like you to be aware of.

Enclosed is a Customer Information Sheet outlining this process should you wish to dispute our decision. Please read the Customer Information Sheet carefully to ensure your claim complies with the requirements determined by the external dispute resolution service.

Regards,		1.15

Executive Manager - Household Claims & Loss Adjusting

RACQ-Insurance

CUSTOMER INFORMATION SHEET

HOW TO MAKE A COMPLAINT

RACQ Insurance provides a free and impartial review process established to attend to any complaint you may have in relation to our products or our claims process.

Please refer your complaint to us by writing to RACQ Insurance - Customer Dispute Resolution Department PO Box 3004 Logan City, QLD 4114 or by telephoning 13 72 02. Your complaint will then be reviewed and referred to the appropriate staff by our complaint manager. If you are not satisfied that your complaint is resolved, we can escalate your complaint to the next stage of the free and impartial review process in our Internal Disputes Resolution (IDR) process.

Within the RACQ Insurance Internal Disputes Resolution (IDR) process, the matter will be treated as a dispute. The IDR is an RACQ Insurance representative, independent of the claim decision process, with the appropriate knowledge, skills and authority to deal with the dispute. Your dispute will be considered and you will be notified of the IDR decision within fifteen business days of our receiving notice of the dispute. There is no cost to you for the above process.

If your dispute remains unresolved to your satisfaction:

RACQ Insurance is a member of the insurance industry approved external dispute resolution service known as the Financial Ombudsman Service Limited. The Financial Ombudsman Service Limited is in place to assist in resolving disputes between consumers (you) and the participating financial service provider (RACQ Insurance).

Note: The Financial Ombudsman Service Limited requires that our internal dispute process be allowed the opportunity to resolve your complaint prior to being referred to the service for its review and consideration.

You can contact the Financial Ombudsman Service Limited, who can advise you whether your dispute is one which falls within their Terms of Reference. Just write to the Financial Ombudsman Service Limited, GPO BOX 3, Melbourne VIC 3001 or telephone 1300 780 808 (local call cost for consumers outside the Melbourne metropolitan area). Further information can also be obtained by visiting their website: www.fos.org.au.

31 March 2011

SETTLEMENT ACCEPTANCE

Household Insurance	Claim
Insureds: Claim Number: Damaged Property:	EAST IPSWICH, QLD 4305
We	agree that payment by RACQ Insurance of the total amount of:
Two Hundred & Twen (\$225,307.65)	ty-Five Thousand, Three Hundred & Seven Dollars, & Sixty Five Cents

represents full and final settlement of our claim referred to above.

We agree that Fifteen Thousand Dollars (\$15,000.00) has been paid to date, and the balance to complete full and final settlement of our claim is Two Hundred & Ten Thousand, & Seven Dollars, & Sixty Five Cents (\$210,007.65)

We agree that by accepting payment we are acknowledging that RACQ Insurance has fully complied with its obligations in respect of our claim.

We further agree that this arrangement is confidential, and agree not to disclose this document, or any matters, negotiations or discussions whatsoever relating to this document and/or our claim.

This Acceptance must be signed by all policyholder/s

Name: Signature: Date: Name: Signature: Date: Witness Name: Signature: Date: Date:

Stream

buildassist

31/03/2011

RACQ INSURANCE 2649 Logan Road EIGHT MILE PLAINS QLD 4113



SCOPE OF WORK

Dear

CUSTOMER:	Ms
CLIENT REF:	
STREAM REI	F:

East Ipswich Q 4305

As per your request we engaged one of our licenced building consultants – QBSA Lic: 1123781) to attend site and compile a detailed scope of works.

This detailed Scope of Work is attached for your consideration.

Kind regards,

Stream buildassist Claims Team

 Stream Group Aust Pty Ltd
 Address: PO Box 7128, Brendale Qld 1500

 Ph: 1300766980
 Fax: 1300766982
 ABN: 90-128-027-501

Scope of Works

		MATER	PIALS	LABO	IID
No.		QTY	UNIT	QTY	UNIT
1	Split system airconditioner	GRIT	UNIT	Q II	UNIT
	(a) Remove and replace 5 split system A/C units PC Sum for supply \$1300.00 each PA sum for install \$400 each	5.00	ea	5.00	ea
			Total		\$ 11,220.00
BU	ILT IN FLOOR COVERS				
		MATER		LABO	UR
No.	ITEM NAME	QTY	UNIT	QTY	UNIT
1	Vinyl	-	-	-	
	(a) Supply and install new vinyl to match existing to all downstairs rooms	60.00	m2	60.00	m2
2	Supply and install new vinyl to match existing to upstairs rear entry, laundry, and toilet	18.00	m2	18.00	m2
3	Floor Sanding	-	-	-	
	(a) Sand and polish to match existing to kitchen, pantry, lounge room, dining room, bedroom 2 and 3	85.00	m2	85.00	m2
			Total		\$ 10,665.60
PRI	ELIMINARIES				
1 1 1		MATER	IALS	LABO	
		MATER QTY			
No.					
No.	ITEM NAME Statutory Insurance	QTY -	UNIT -		
No. 1	ITEM NAME Statutory Insurance (a) BSA Insurance Premium	QTY -	UNIT -		UNIT
No. 1	ITEM NAME Statutory Insurance (a) BSA Insurance Premium Construction Management	QTY -	UNIT -	QTY -	UNIT
No. 1 2	ITEM NAME Statutory Insurance (a) BSA Insurance Premium Construction Management (a) Provision of supervision.	QTY -	UNIT -	QTY -	
No. 1 2	ITEM NAME Statutory Insurance (a) BSA Insurance Premium Construction Management (a) Provision of supervision. Waste Management	QTY - - 1.00 - - -	UNIT - No - - -	QTY -	UNIT -
No. 1 2 3	ITEM NAME Statutory Insurance (a) BSA Insurance Premium Construction Management (a) Provision of supervision. Waste Management	QTY - - - - - 2.00	UNIT - No - - ea Total	QTY -	UNIT
No. 1 2 3 RE 1	ITEM NAME Statutory Insurance (a) BSA Insurance Premium Construction Management (a) Provision of supervision. Waste Management (a) Provision of 6 cubic metre skip.	QTY	UNIT - No - - ea Total	QTY	UNIT
No. 1 2 3 RE 1	ITEM NAME Statutory Insurance (a) BSA Insurance Premium Construction Management (a) Provision of supervision. Waste Management (a) Provision of 6 cubic metre skip.	QTY - - - - - 2.00	UNIT - No - - ea Total	QTY -	UNIT
No. 1 2 3 RE 1	ITEM NAME Statutory Insurance (a) BSA Insurance Premium Construction Management (a) Provision of supervision. Waste Management (a) Provision of 6 cubic metre skip.	QTY	UNIT - No - - ea Total	QTY	UNIT
No. 1 2 3 RE 1	ITEM NAME Statutory Insurance (a) BSA Insurance Premium Construction Management (a) Provision of supervision. Waste Management (a) Provision of 6 cubic metre skip.	QTY	UNIT - No 	QTY	UNIT
No. 1 2 3 RE1 No.	ITEM NAME Statutory Insurance (a) BSA Insurance Premium Construction Management (a) Provision of supervision. Waste Management (a) Provision of 6 cubic metre skip.	QTY	UNIT - No	QTY	UNIT
No. 1 2 3 RE1 No.	ITEM NAME Statutory Insurance (a) BSA Insurance Premium Construction Management (a) Provision of supervision. Waste Management (a) Provision of 6 cubic metre skip.	QTY	UNIT - No	QTY	UNIT

Stream Group Aust Pty Ltd. Address: P O Box 7128, Brendale, Old 4500 Ph: 1300 766 980 Fax: 1300 766 982 ABN: 90 128 027 501 BSA LIC: 1135193

1	Flyscreens to all windows on lower level x 11 and remesh front security screen door	12.00	ea	15.00	hrs
	PC sum for repairs to kids fort/ cubby				
2	house in back yard \$1100.00	1.00	Lot	-	
3	Pressure clean all external brickwork and cladding on lower level on completion of repairs	1.00	Lot	•	
-			Total		\$ 6,039.00
LA	UNDRY / REAR ENTRY				
		MATER	IALS	LABO	UR
No.	ITEM NAME	QTY	UNIT	QTY	UNIT
1	Kitchen Joinery/Cabinetry	-	-	-	-
	(a) Supply and install new shelf unit behind back door 1000mm x 500mm x 900mm high	1.00	Lot	2.00	hrs
	(b) Supply and install 6 shelves to linen 380mm x 600mm	6.00	ea	4.00	hrs
			Total		\$ 1,293.60
BA	THROOM				
		MATER	ALS	LABO	
No.	ITEM NAME	QTY	UNIT	QTY	UNIT
1	Carpentry	- unit	UNIT	GIT	UNIT
	(a) Remove terrazo floor covering and prepare floor for waterproofing and new tiles	1.00	Lot	12.00	hrs
	(b) Internal Door	-	-		
	- Flush panel- remove and replace including jamb and new hardware	1.00	No	4.00	
2	Dry Lining/Plastering	-	-	-	
	(a) Fibro cement	-	-	-	
	- Ceiling sheeting- remove, prepare framework, supply and fit	5.00	m2	6.00	-
	- Wall Sheeting- remove, prepare framework, supply and fit including assosiated moldings	22.00	m2	8.00	
3	Plumbing	-	-	-	-
	(a) Bath	-	-	-	-
	- Remove and repalce to match existing	1.00	ea	4.00	-
	(b) Waterproofing	-	-	-	
	- Apply waterproof membrane to floor and walls in accordance with Australian Standard (AS3740)	15.00	m2	8.00	
	(c) Basin	-	-		-
	- Replace to match existing	1.00	ea	4.00	
4	Tiling	-	-	-	-
	(a) Supply and install new ceramic tiling to floor, walls around bath / shower up to 1800mm high and splashback PC sum for supply \$35m2	18.00	m2	18.00	m2
5	Pothroom Jainery/ Ophinster				
5	Bathroom Joinery/ Cabinetry	-	- 1	-	- 1

Stream Group Aust Pty Ltd Address: P.O.Box 7128, Brendale, Qtd 4500 Ph: 1300 766 980 Fax, 1300 766 982 ABN: 90 128 027 501 BSA LtC 1135193

Our Rel No E32541

			Total		\$ 11,167.20
LO	UNGE ROOM				
-		MATER	IALS	LABO	UR
No.	ITEM NAME	QTY	UNIT	QTY	UNIT
1	Carpentry Remove and replace Masport free standing fireplace PC sum for supply \$1600.00	1.00	Lot	4.00	hrs
-			Total		\$ 2,376.0
KIT	CHEN				
		MATER	IALS	LABO	UR
No.	ITEM NAME	QTY	UNIT	QTY	UNIT
1	Kitchen Fixtures & Fittings		-		
	(a) Supply and install 900mm gas free standing oven	-	-	-	
	- Oven PC Allowance \$1600	1.00	ea	2.00	
2	Kitchen Joinery/Cabinetry		-		
	(a) Micro wave shelf	-	-	-	
	- Supply and install folding microwave shelf to kitchen	1.00	Lot	2.00	
	(b) Telephone cupboard fixed in kitchen behind linen	1.00	Lot	1.00	hrs
	(c) Bench top only in pantry	3.20	lm	=	
	(d)	-	-	-	
	- Supply and install new laminate kitchen consisting of 6 doors, 4 draws and 2 pot draws 5.3 lin mtrs total length	5.30	lm	-	
			Total \$ 15,060		
CA	RPENTRY				
		MATER	ALS	LABO	UR
No.	ITEM NAME	QTY	UNIT	QTY	UNIT
1	Carpentry	-	-	-	
	(a) Supply and construct fixed shelf units to sunroom and bedroom 2 PC for supply \$500 each	2.00	ea	4.00	hrs
	(b) Supply and install new built in robe to bedroom 1 3200mm x 600mm Double sliding doors top shelf and hanging rail, 7 draws in middle	1.00	Item		
	(c) Timber skirtings and moldings upper and lower levels	150.00	Im	150.00	Im
	(d) Internal Door Supply and install 2 @ 620mm, 4 @ 770mm and 2 @520mm including all hardware and jambs	8.00	ea	16.00	hrs
	(e) External Door Supply and install new front and rear 870mm x 2040mm hollow core external doors, reuse hardware	2.00	ea	4.00	hrs
_	Total			\$ 10,375.20	
PAI	NTING LOWER LEVEL				

Siream Group Aust Ply Ltd. Address P O Box 7128, Brendale, Qld 4500 Ph: 1300 766 980 Fax: 1300 766 982 ABN: 90 128 027 501 BSA LIC: 1135193

Our Rel No E32541

No.	ITEM NAME	QTY	UNIT	QTY	UNIT		
1	Painting	-		-			
	(a) Reinstated plasterboard/ FC	-	-	-			
	- Walls and moldings- seal, prepare and repaint to match existing	312.00	m2	312.00			
	- Ceiling- Seal, prepare and repaint to match existing	60.00	m2	60.00			
	Total \$7,36						
PLA	ASTERBOARD						
		MATER	IALS	LABOUR			
No.	ITEM NAME	QTY	UNIT	QTY	UNIT		
1	Dry Lining/Plastering	-	-	-			
	(a) Cornice- Remove and replace	-	-	-			
	- 90mm cove to match existing to all ceilings on lower level	70.00	Im	16.00	-		
	(b) Plasterboard	-	-	-	-		
	- Ceiling sheeting 10mm- remove, prepare framework, supply and fit	60.00	m2	60.00			
	- Wall Sheeting - remove, prepare framework, supply and fit to all lower level walls	312.00	m2	312.00	-		
	- Fire check wall sheeting- remove, prepare framework, supply and fit to wall behind fireplace at top of stairs	13.00	m2	4.00	-		
	(c) VJ Lining	-	-	-	-		

			Total		\$ 19,839.60		
ELE	ELECTRICAL						
		MATER	IALS	LABO	UR		
No.	ITEM NAME	QTY	UNIT	QTY	UNIT		
1	Electrical	-	-	-			
	(a) Electrical Wiring, Reinstate all lights,power points, tv, foxtel and phone to property including basic light fittings PA sum \$3500.00 Note all power and light has been rectified upstairs	1.00	Lot	-			
	(b) Alarm system Reinstate / replace PA sum \$1500.00	1.00	Lot	-	-		

PA	PAINTING UPPER LEVEL					
			MATERIALS		UR	
No.	ITEM NAME	QTY	UNIT	QTY	UNIT	
1	Painting	-	-	-		
	(a) Timber	-	-	-		
	- Walls up to ceiling line including all windows and doors etc - Seal, prepare and repaint to match existing Rear entry, toilet, pantry, kitchen, dining, lounge, bedroom 2, sunroom and bedroom 1	330.00	m2	330.00		

Stream Group Aust Pty Ltd Address P O.Box 7128, Brendale, Cld 4500 Ph: 1300 766 980 Fax: 1300 766 982 ABN: 90 128 027 501 BSA LTC 1135193

Our Ref No E32541

			Total		\$ 9,365.40			
FR	FRONT ENTRY							
		MATER	IALS	LABOUR				
No.	ITEM NAME	QTY	UNIT	QTY	UNIT			
1	Painting	-	-	-	-			
	(a) Existing Plasterboard/ FC	-	-	-				
	- Walls and moldings- seal, prepare and repaint to match existing	16.00	m2	16.00	-			
	- Ceiling- Seal, prepare and repaint to match existing	5.00	m2	5.00	-			
2	Tiling	-	-	-				
	(a) Prepare timber floor under tiles (ceramic tile underlay)	1.00	Lot	8.00	hrs			
	(b) Remove and replace ceramic floor tiles 300mm x 300mm PC for supply \$35m2	5.00	m2	5.00	m2			
	Total			\$ 2,199.78				

Grand Total

\$ 145,307.65

Stream Group Aust Pty Ltd. Address: P.O. Box 7128, Brendale, Qld 4500 Ph: 1300 766 980 Fax: 1300 766 982 ABN, 90 128 027 501 BSA LIC, 1135193





28 March 2011

RACQ Insurance PO Box 3004 LOGAN CITY QLD 4123

Attention:	Mr
Email:	@racqi.com.au

Dear Sir

RE:	STRUCTURAL INSPECTION REPORT			
	ADDRESS:	, EAST IPSWICH		
	INSURED:			
	INSURER:	RACQINSURANCE		

As requested, we inspected the above residence 18/3/11 to investigate and report on the possible structural damage to the lower level support structure identified by you.

Building Description

The two-storey timber framed residence is approximately 50 years old. The pitched roof is clad with custom orb profile roof sheet, upper level external walls are clad with weatherboard and the lower level part brick veneer and part weatherboard. The lower level floor is concrete slab on ground and the upper level timber flooring.

At the time of inspection, the plasterboard lining to the lower level interior walls had been stripped out.

The residence is situated on the south-east corner intersection of and and Streets. runs east-west.

Refer to attached Sketch SK1 for locality and part lower level layout of the residence.

Inspection Observations

- . The lower level of the residence had been completely submerged during the flooding that occurred in January 2011 and the upper level walls submerged part height.
- . Along the northern and eastern elevation, the lower level floor slab is below ground level external to the residence. Refer photo 030.
- There is a part-height masonry retaining wall along most of the length of the lower level of the northern and eastern elevations with load-bearing masonry piers extending up from the top of the wall to support the timber floor bearers and the external northern and eastern walls of the upper floor directly above it. Refer photo 013.

Head Office Brisbane Level 3, Northpoint 231 North Quay Brisbane QLD 4000 b +61 7 3236 1100 b +61 7 3236 1155 unfo@intelara.com

Intelara Pty Ltd ABN 70 073 117 232



- The lower external walls to the northern and eastern elevations of the residence are set back under the upper level northern and eastern walls with an 800mm wide access way between the retaining wall and the lower level northern and eastern walls Refer photo 010.
- The top of the 9m long masonry wall portion along the northern elevation is 1400mm above the concrete access way ground slab
- The northern masonry retaining wall returns to the eastern elevation and extends south from the north-east corner of the home. The top of the wall steps down from 1400mm to 1000mm to 600mm above the lower level access way slab and the wall stops at a concrete stump and south of that again there is no retaining.
- The upper level floor and walls over the masonry wall were originally supported on concrete stumps spaced at approximately 2200mm cts. Refer photos 028 & 029.
- Three such stumps remain at the western end of the northern elevation and one at the southern end of the eastern elevation.
- The masonry retaining wall along the northern elevation is leaning inwards at its top for most of its length 60-75mm out of vertical over its 1400mm height but 0mm at the north-east corner where it is restrained by the intersecting masonry wall returning to the south.
- The return retaining wall to the eastern elevation is plumb.
- The 1m high 400x200mm load bearing masonry piers that extend upwards from the top of the wall to support the floor bearers and northern elevation wall over have moved southwards at their top but not as much as the southward lateral movement noticeable at the top of the wall. The loss of bearing of the timber wall bearer on the vertical supporting pier is of concern structurally. Refer photos 025 & 026.
- There are horizontal cracks in the mortar bed joints of the piers where they come off the top of the leaning northern elevation wall. Refer photos 021 & 023.
- Unable to ascertain details of footings, reinforcement or corefilling, if any, to the retaining wall/piers.
- The three concrete stumps supporting the upper floor and external wall over at the western end of the northern elevation are also leaning inwards (to the south) at their top. Refer photo 028.
- To the eastern elevation there is a roofed timber framed stair to access the upper level floor level from the rear yard. It is supported on a concrete base slab that has broken and settled unevenly on the fill supporting it on the external side of the masonry retaining wall. Refer photo 012.
- Timber framing to the stair has pulled away from its original position and the vertical posts supporting the stair and roof are noticeably bowing and not plumb. Refer photos 041 & 044.
- Steel corner post supporting the south-east corner of the home is noticeably out of plumb. Refer photo 015
- Vertical join in the weatherboards of the eastern elevation below the window is opened up slightly wider at the bottom than the top under the window sill. Refer photo 053.



- . It was reported that water was spurting out of the ground at the base of a stormwater down pipe cast into concrete at the base of a steel tube post second to the west from the south east corner post along the south side of the residence. Refer photo 009.
- Residence is sited in a former gully with the land to the east and south rising up away from the residence and the earth embankments to **Street and Street** Streets to the north and west sides of the property effectively damming the gully leaving the home in a depression with provision for drainage through a small pipe that runs westwards under **Street**. Refer photo 056

Conclusions

The residence and property was flooded in the January 2011 floods with water reaching well above the upper level floor.

It is our opinion that the ground soils within the property with some six metres of water over the surface level of the ground became very saturated to some depth. When the flooding receded, the soil behind the retaining wall, particularly along the northern masonry wall supporting the residence over remained saturated and exerted a much greater lateral force on the wall than the dry soil that existed there before the flooding, exceeding the flexural capacity of the wall bending the wall inwards, near its mid-height, and also displacing the support position of the wall beneath the timber floor and wall bearers southwards. The horizontal cracks in the bed joint of the masonry where the pier is supported on the top of the wall is caused by the bending in the masonry as a result of the retained saturated soils pushing against the wall.

The lateral movement of the top of the masonry piers away from the timber bearers supporting the timber external wall is of concern structurally as the bearer is not otherwise connected to the floor bearers and the load in the external wall is not just the wall itself but also the roof load it is carrying.

The masonry retaining wall (to the north elevation) cannot be made good and needs to be demolished and rebuilt, complete with new footing. The three concrete stumps to the western end of the north elevation need replacement to reinstate plumbness and support of the floor/wall over and we recommend this be achieved by extending the retaining wal to the western end of the northern elevation. Refer attached SK2 for detail.

The soil supporting the stair base slab to the rear of the building has settled likely as a result of accelerated consolidation of loosely placed backfill to the eastern facing masonry retaining wall when it was built, due to water saturation from the flooding.

The rear stair landing framing itself is in poor condition pre the flooding with very rusty nails in joints and repair work evident. None-the-less we cannot discount buoyancy effects lifting and displacing the stair timbers and (breaking) the supporting concrete base.

The opened up vertical joint in the weatherboard eastern elevation wall similarly cannot be dismissed. It is likely due to buoyancy movement of the timber framing when the home was immersed then flood water receded.

Similarly the south-east corner steel post is grossly out of plumb and as with the other movement in the eastern elevation we cannot dismiss this as not being flood immersion related.

The water spurting out of the ground, we suspect is due to the base of the roof stormwater downpipe joint in the ground being faulty and spurting when surcharged. The surcharge is likely due to downstream pipe blockage or downpipes flowing full and unable to get away causing the stormwater to backup the down pipe and generating hydrostatic pressure in the



pipe. The footing to the steel post could have been undermined and we recommend the concrete capping be removed and the footing and plumbing joints in the stormwater pipe need to be investigated and repaired/made good as required.

Scope of Works for Repairs

- 1. Install temporary props to floor and wall bearers as required to enable complete removal of the masonry retaining wall, masonry piers and concrete stumps along the entire northern elevation.
- Excavate soil along northern side of existing retaining wall to enable new footing to new masonry retaining wall and piers to be constructed to detail –Refer sketches SK2, 3 & 4 attached.
- Pack timber bearers to top of concrete masonry piers with rammed near dry cement:sand grout. Tie bearers to piers reusing existing bent anchor bolt detail. Remove props 3 days after work to wall piers completed and backfill wall and level off yard area.
- 4. Paint new exposed faces of reinforced masonry wall and piers to match in with adjoining. Two coats acrylic white minimum to suit.
- 5. Remove rear steel stringer stair and precast concrete treads and save for reuse. Demolish rear stair framing, roof and footing slab and rebuild to be similar in appearance and detail as original but compliant in design. Reinstall steel stringer stair. Paint new stair construction similar to existing scheme and colours and match into existing framing/cladding.
- 6. Prop south east corner of residence and remove corner steel post and footing. Install new footing to similar size/ detail (minimum) as existing. Reuse existing post and reinstall plumb and bolt to bearer and footing to similar detail as existing. Remove props when concrete has reached 20Mpa compressive strength. Make good/ level ground around base of post.
- 7. Prop bearers supported on second steel tube column to west of south-east corner post leaving sufficient clearance to allow removal of concrete capping at base of post covering PVC pipe. Inspect the PVC pipe for cracks and faulty joints and pressure test as required to identify leakage point(s) in vicinity of post base. If this pipe is OK, inspect and pressure test the adjoining waste pipe/drain. Excavate and probe the ground the post footing is founded in to confirm founding material to post has not been compromised/weakened by water spurting from pipe. Inspect footing and HD bolts and base plate to base of post. If founding material uncompromised, repair/replace pipe/joints as required then backfill excavation and pipe with N25 concrete leaving neat concrete base to post base similar to adjoining existing post bases. If footing founding material compromised, replace footing to same concrete detail (minimum) together with new cast in same size hot dip gal HD bolts to refix base of steel post. Remove props when concrete has reached 20Mpa compressive strength. Make good/ level ground around base of post.
- 8. Fill opened up vertical joint in weatherboard sill beneath window with flexible filler external and internal. Paint locally to match in with adjoining.



Standards for Repair Work

- All work to be carried out strictly in accordance with the relevant provisions of the Building Code of Australia.
- All reinforced concrete work to AS3600
- All reinforced masonry concrete work to AS3700
- All plumbing work to AS3500

For references purposes, we attach several photos from our inspection.

Photo 009	View of base of roof stormwater down pipe where water reportedly spurted from the ground
Photo 010	View of retaining wall to north elevation looking west
Photo 012	Rear view of residence. Note external rear stair to right and out of plumb steel post to left side.
Photo 013	View of top of retaining wall along the base of the northern elevation looking west from side boundary
Photo 015	Out-of-plumb steel post to south-east corner of residence
Photo 021	Horizontal crack in bed joint at top of retaining wall where pier is supported
Photo 023	Horizontal cracks in top of retaining wall and note lean on wall at top
Photo 025	Bearer supporting northern wall well off set from supporting masonry pier.
Photo 026	Ditto 025
Photo 028	Two of the three original concrete stumps at the western end of the northern wall. Note the scaffolding plank retaining
Photo 029	View of stumps and retaining wall along northern elevation looking east from west end of residence.
Photo 030	Western end of masonry wall to northern elevation looking east. Note the broken masonry and steel anchor bolt
Photo 041	Rear stair landing timber framing from underneath
Photo 044	Rear stair note bowed and out of plumb posts supporting roof.
Photo 053	Vertical joint in weatherboards beneath window to eastern elevation opened up.
Photo 056	View of Street boundary fence (left) looking west

Page 5 of 20



We trust that our comments assist you with your assessment.

Should you require any further information, please do not hesitate to contact the undersigned at this office.

Yours faithfully INTELARA PTY LTD nncipai Enc. Sketches SK1 to 4

Page 6 of 20



PHOTOS





Photo 002

Photo 001









Photo 006





Photo 007



Photo 009





Photo 011













Photo 016

Photo 015







Photo 017



Photo 019

Photo 018

INTELARA PTY LTD 8581rpb01A.doc Page 11 of 20





Photo 022



Photo 023



















Photo 031

Photo 030







Photo 034

Photo 033



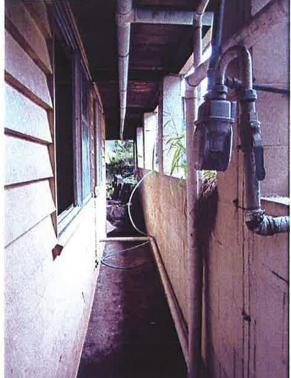


Photo 035

Photo 036

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Photo 038



Photo 039



Photo 040

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Photo 043

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Page 17 of 20





Photo 045



Photo 047



Photo 048

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Photo 051

Photo 052

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Photo 054

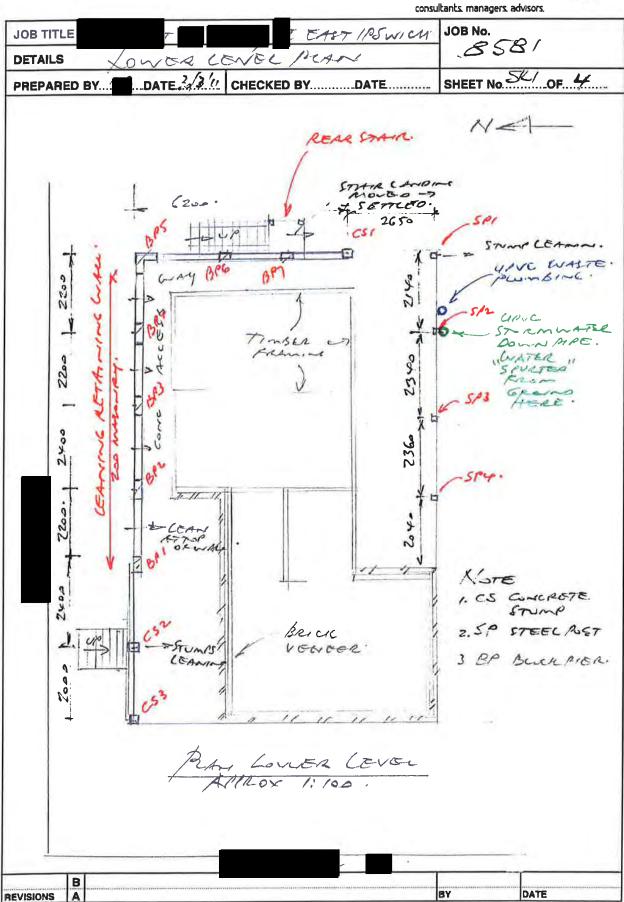


Photo 055

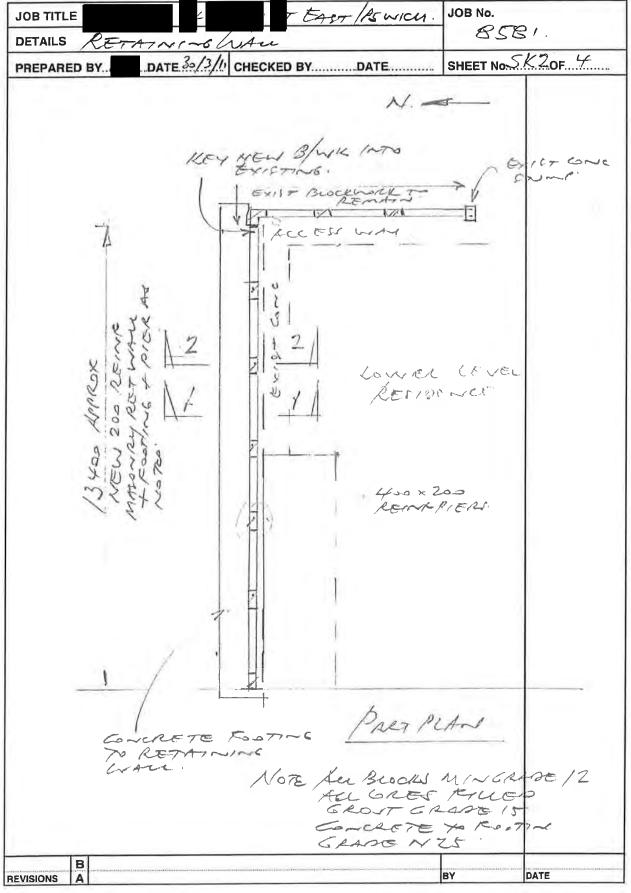


Photo 056







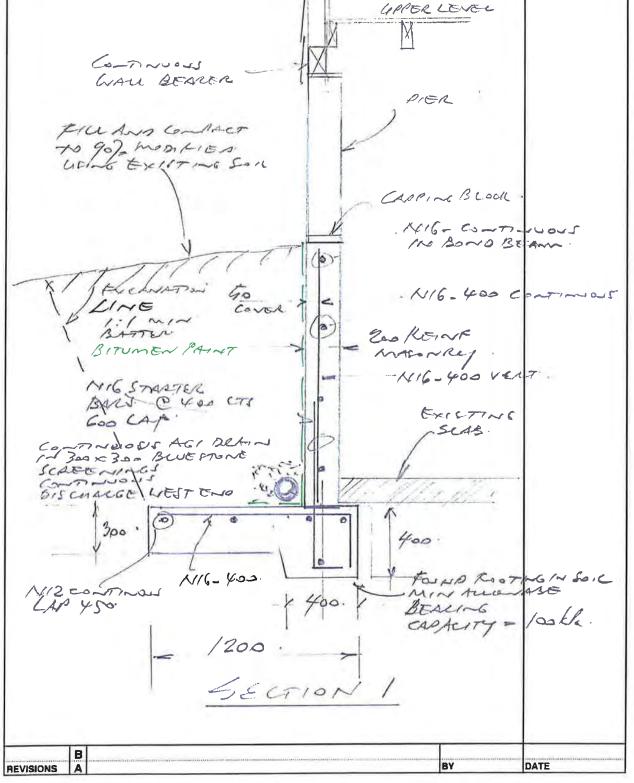


JOB TITLE

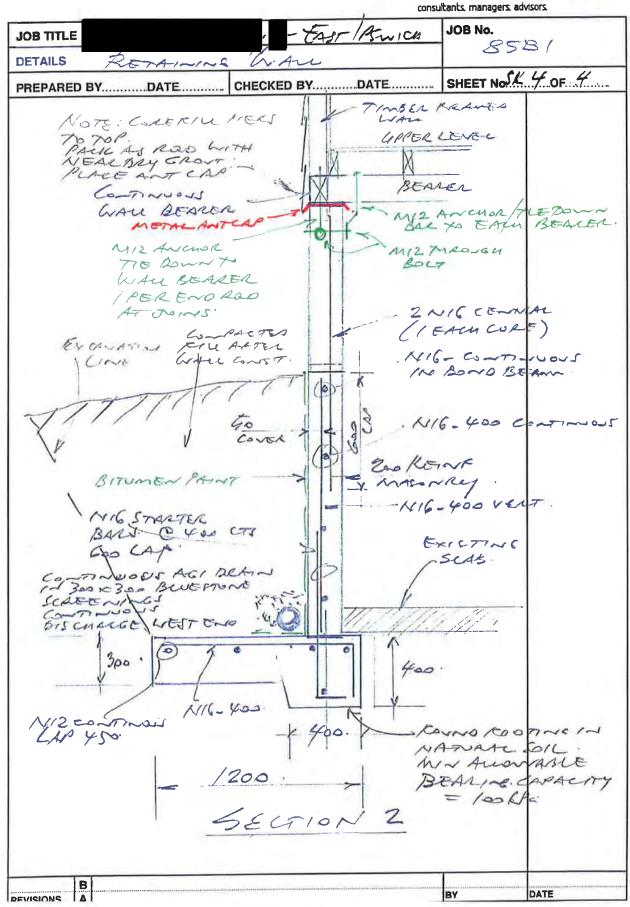
DETAILS



consultants, managers, advisors, FAST AWICH JOB No. 8581 -r~s GAL RETAIN IMBER RRAME LVAL UPPER LEVEL PIER







	INSPECTION REPO	ORT OF CLAIM –	
MR	N and	AT	EAST
	IPS	WICH QLD 4305	

This report contains an overview of the claim, summary and recommendations

11th March 2011 Date of Report: Approximate Date of Loss: Claim Number: Assessor: **Reported Cause of damage:**

10th January 2011

MYI Freemans

Flash Flood, Storm and Flooding

Status of Claim:

Under Review

Summary:

I have attended site and inspected the insured property on Thursday 10th March 2011. This was by the request of Executive Manager of Household Claims and the insured. I have reviewed the documents associated with this claim and this meeting onsite was gather information to assist with the progression of this claim.

The insured property is a circa 1920's high set dwelling. With previous owners enclosing the downstairs area to add two more bedrooms, rumpus and laundry rooms to the dwelling. The dwelling is located on a corner block of land with both street levels being built up higher. This has resulted in the insured property being close to 3m below the main street and with the council installing a large drain to help cope with the stormwater runoff.

has begun the meeting by walking me through the dwelling and pointing out the areas of concern and the time frames associated with them. I have questioned about the events of the stormwater he saw entering from the roof. This lead to showing me the front entry room and the one small wall he stated he saw rainwater running down. believes that when it reached the tile floor it then ran over the lounge room polished timber floor. believes that it was flooding the floor and then proceeded to seep through to the lower level and damaging the plasterboard ceilings and walls. On closer inspection of this area it shows that there is a roof valley positioned above. I also have noted that the metal roof also has sarking that would allow the overflow of the valley to be directed to either the outside wall or in this case inside the external wall. The ceiling is an AC sheet with timber cover moulds and the walls are all timber T&G VJ lined, which does show signs of rainwater entry to the paintwork only.

The only other storm related damage shown to me was the rear downpipe disconnecting from the gutter. also advised that the other downpipe was dislodged at the PVC bend in ground and **INSPECTION REPORT OF CLAIM –**

and

MR

IPSWICH QLD 4305

' AT

EAST

he reported that rainwater was sprouting out of the ground. This is directly inline with the metal stump and its concrete footing.

has continued to show me around the entire dwelling and yard. He pointed out the fallen tree impacting the timber copper log fort damaged. He has also pointed out the heights of the flash flooding from 2008 and to present. **Sector** believes that the stormwater flash flooding height was approximately 1m high in the top storey and then the flood water level reached approximately 2.4m.

has mentioned that the flood victims were given the free services of local engineers to inspect the properties to make sure they were safe and to point out areas for them to raise in the repair process. He stated that they weren't providing any reports and wouldn't be talking to any insurance companies about their findings. **Second 1** engineer has pointed out the stumps might be compromised in their footings and that the side concrete block retaining wall/ stumps are being pushed out of level and could fail. At closer inspection it shows that the concrete block wall has moved out of plumb and the blocks that extend to act as stumps show signs of cracking and movement. I believe that this wall is not an accepted building practice, as the retaining wall would add too much pressure on the stumps. The blocks that extend up as stumps also appear not to be reinforced with concrete.

The dwelling has been cleared of all plasterboard to the downstairs rooms. The rooms appear to be dry and only the timber frames are left exposed. Upstairs show that the kitchen cupboards, bathroom and asbestos sheeting in the sunroom all removed by volunteers in the clean up stage.

Scope of Work Needed (pending engineer review and detailed scope of repair process):

Because the upstairs rooms are all lined with timber T&G VJ boards then the difference between the Flash flood heights and the flood heights don't add to the scope of work. I believe that these walls would need to be painted to the height of the timber cornice. I believe that the kitchen cupboards etc would have been damaged beyond repair due to the flash flooding. All the upstairs timber skirting and architraves appear to be fine and would only need painting. The polished timber floor has settled back to a pre-lost condition and would only need minor sanding and recoating.

Upstairs: approximately 110m2

- Wash, clean and repaint the timber T&G VJ linings through out
- Wash, clean and repaint the timber skirtings and architraves
- Supply and install new plasterboard wall sheets to the bottom half of the stairwell wall
- Supply and install new kitchen cupboards along with oven, cooktop (no overheads)
- Supply and install new FC sheeting to the front sunroom and remove existing asbestos sheeting.
- Supply and install new bathroom vanity and bath tub



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IPSWICH QLD 4305

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- Sand and polish the timber floor to the lounge, dining, hall, pantry and two bedrooms.
- Supply and install new carpet to the sunroom.

and

- Supply and install new vinyl to the WC and rear entry areas
- Remove and realign all doors and clean and repaint.

Lower Level: approximately 65m2

- Clean all wall cavities and areas of need and provide an Anti-Microbial treatment spray
- Supply and install all new plasterboard ceilings and cornice through out
- Supply and install all new plasterboard wall sheets through out
- Supply and install new skirting, architraves and doors
- Sand, seal and paint all the new plasterboard and fittings
- All electrical inspected and tested and replaced as required
- Supply and install new timber look alike vinyl flooring through out
- Supply and install new timber French 8 lite doors to rumpus room
- Supply and install new chipboard shelving in storage room and cupboard under the stairs
- Supply and install new laundry tub
- All joinery to be cleaned and serviced to a smooth working condition

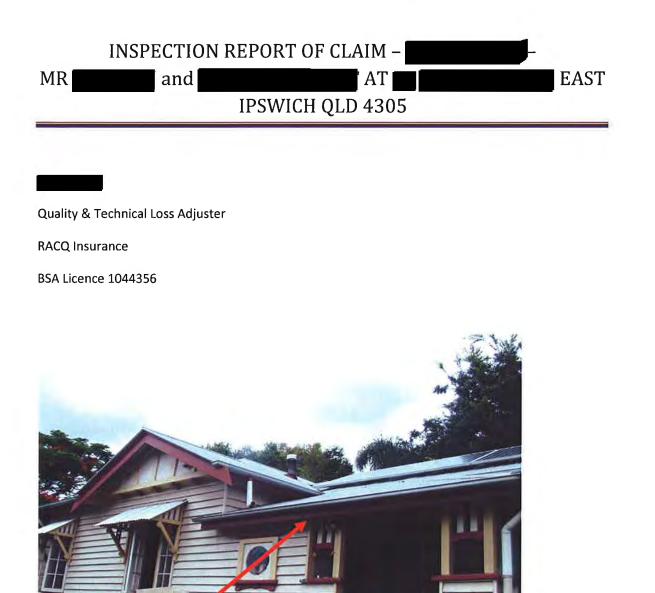
External Repairs:

- Wash and clean brickwork from water stains
- Engineer to scope the repairs needed to the stumps
- Replace four air conditioning units
- Wash and clean timber weatherboards as needed

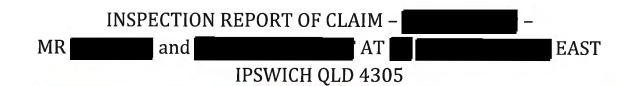
Conclusion:

From the damage evident at the time of inspection it can be confirmed that the property has sustained storm damage to the entry wall and rear downpipe. This damage presents as minor and is evidenced by water staining to the entry wall only. The water appears to have run down the wall and through the skirting, and then through the timber floor. This wall doesn't line up with the downstairs rooms and I can see no evidence to support any further damage has been caused by this inundation from the overflow of the gutter. The difference between the flash flood and flood heights does not add to the scope of work because these walls will need to be painted to rectify the flash flood damage. I would be recommending that a building reserve of \$140,000 be set, reviewable following engineer review and preparation of a detailed scope for repair.

I would recommend that an engineer be appointed to report on the condition of the concrete block retaining wall/ stumps and any other areas of concern as identified during their inspection. Once the engineer review has been completed we can then move to completing a detailed scope for repair and an overall estimate of costs applicable to the cover provided within the PDS.



This photo shows the roof valley that overflowed and wall with the feature window is the wall that had the rainwater running down internally.

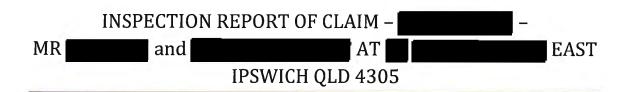




The internal wall that the stormwater has ran down.



This photo shows the concrete block retaining wall/ stumps that are leaning.

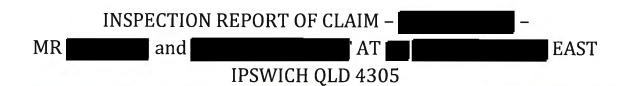




The red line shows cage around the stormwater grate and the yellow line shows the street height.



This photo shows the metal stump that the insured saw water coming out of.

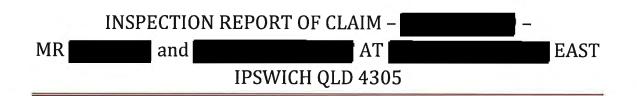




This photo shows the rear downpipe has dislodged from the gutter



This photo shows the construction joint that the insured states has open up more due to the stump movement.

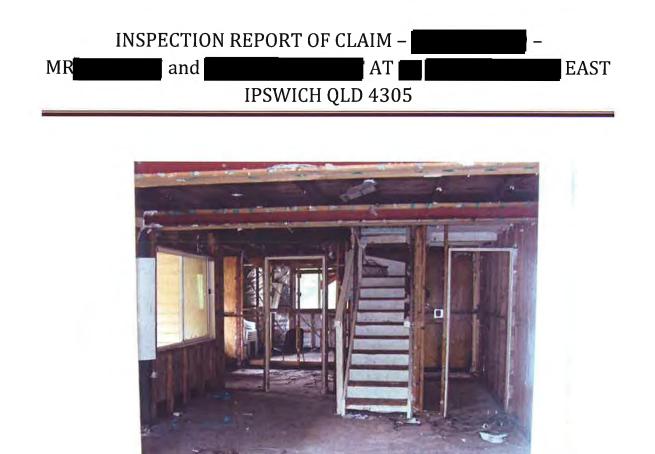




This photo shows the sunroom that has had the asbestos stripped out by volunteers



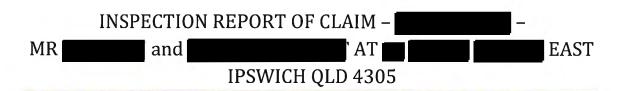
The downstairs bedroom

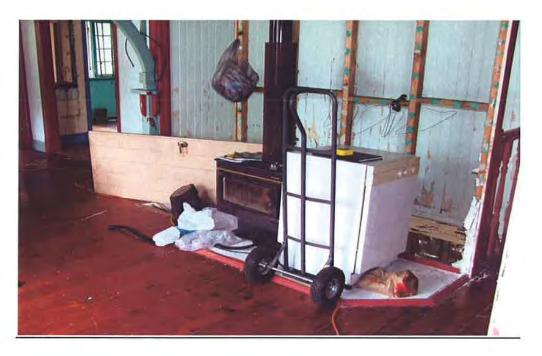


The downstairs rumpus room



The upstairs kitchen

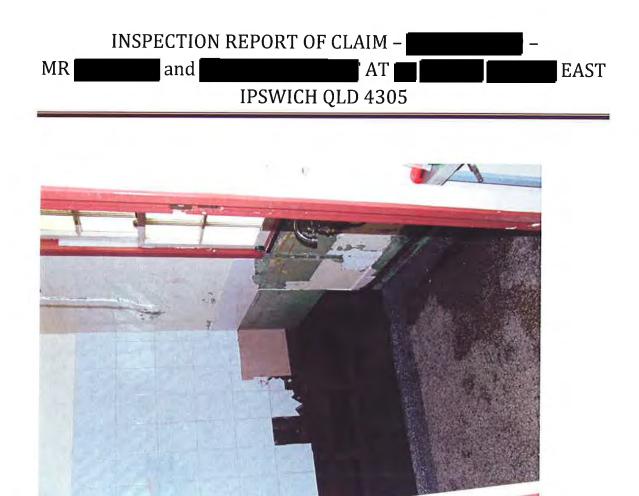




The upstairs lounge room and stairwell wall



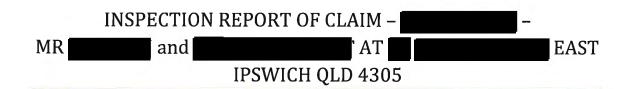
The upstairs dining room and the polished timber flooring

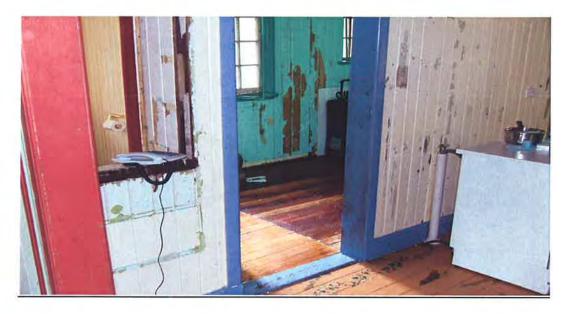


The upstairs bathroom



The upstairs bedroom and the redline shows the flash flood level.





This photo shows the walk in pantry and the general condition of the VJ walls.



The bathroom asbestos ceiling that the volunteers have removed in the clean up.

Exhibit 48



We are now in a position to detail our full and final settlement offer for your claim.

I have attached relevant settlement documentation for your review and where appropriate your completion and return.

To support this offer I have also attached a number of documents including:

- The scope of works for the required repairs to your home.
- The engineers report which has been incorporated into the scope for repair.
- The report by our Quality & Technical Loss Adjuster.

I would also make the following clarifying comments to assist in this process.

Building Repairs

These are detailed within the scope for repair as attached, as provided by the independent, qualified building consultants. It is noted that the repairs (including those recommended by the engineer) can be completed within the allowance provided by your PDS, so all repairs can be completed within this settlement amount.

In our normal process we would offer this scope to suitably qualified builders and undertake a competitive tendering process. We are on this occasion prepared to offer this full amount, however if it is your preference we are still prepared to offer the scope for competitive tender (including any builders of your choice). However should the cost to complete the repairs as scoped receive a tender below the amount currently estimated we would need to consider this as the actual cost for which all repairs can be completed.

Engineers Findings

These are detailed in the attached report, and the recommendations have been included in the repair scope as detailed.

Contents

The loss schedules provided clearly exceed the allowance within the PDS (50% of your sum insured) and so the maximum allowance has been allowed.

Alternative Accommodation

We have discussed this additional benefit several times and as agreed I have considered this, along with the circumstances involved in calculating our offer. The cover available is for the periods where you have been

unable to live in your home, and alternative accommodation costs have been incurred. However, in recognition of the circumstances involved we are prepared to make this offer as detailed.

Initial inquiries regarding the rentable value of your home, immediately prior to the loss, with local real estate offices gave an indication that the property may have rented for \$400-\$450 per week. However, this was a difficult exercise which would require further investigation to be completely accurate with the weekly allowance. In recognition of this and in an effort to progress your claim we have allowed a weekly rental amount of \$500.

The estimated repair timeframe to complete all repairs is 3 months. However, in further recognition of the circumstances, and the pressure on repair trades etc at this time we have made allowance for 6 months alternative accommodation (26 weeks) and this is now reflected in our offer as detailed.

I am out of the office now until next Tuesday, however I will be checking my emails when able. If you have any queries or require any further clarification please don't hesitate to email me and I will respond as soon as possible. Alternately, should you wish to discuss this further please let me know and I will call you on my return to the office on Tuesday.

Regards,

Email:



t@racqi.com.au

This communication has been sent on behalf of RACQ Insurance Limited [RACQI]. The information contained in this communication may be privileged and confidential. If you are not the intended recipient, any use, disclosure or copying of this communication is expressly prohibited. If you have received this communication in error, please delete it immediately. RACQI and its associated entities do not warrant or represent that this communication [including any enclosed files] is free from electronic viruses, faults or defects.

SETTLEMENT ACCEPTANCE

Household Insurance Clai	i m
Insureds: Claim Number:	
Damaged Property:	EAST IPSWICH, QLD 4305
We lling and a	agree that payment by RACQ Insurance of the total amount of:
Two Hundred & Twenty-F (\$225.307.65)	ive Thousand, Three Hundred & Seven Dollars, & Sixty Five Cents

represents full and final settlement of our claim referred to above.

We agree that Fifteen Thousand Dollars (\$15,000.00) has been paid to date, and the balance to complete full and final settlement of our claim is Two Hundred & Ten Thousand, & Seven Dollars, & Sixty Five Cents (\$210,007.65)

We agree that by accepting payment we are acknowledging that RACQ Insurance has fully complied with its obligations in respect of our claim.

We further agree that this arrangement is confidential, and agree not to disclose this document, or any matters, negotiations or discussions whatsoever relating to this document and/or our claim.

This Acceptance must be signed by all policyholder/s

Name:	
Signature:	
Date: 14 9	
Name:	
Signature:	
Date: 14.4.11	
Witness Name:	
Signature: REFAC TO PARA 4 Abov's.	CLANG-GDE
Witness Name: Signature: Date: WI: DID WIINESS FALL OTHORS	2(3/24/4/22)

Exhibit 49

From:		
Sent: To:	Eriday 15 April 2011 8:18 AM	
Subject:	RE: RACQI Claim	
Thank you for you	email .	
I will arrange for th	e agreed settlement of \$210,007.65 to be paid via EFT to you today.	
Regards,		
(Dip Executive Manager	Bus - FLM) - Household Claims & Loss Adjusting	
RACQ	Insurance	
PO Box 3004		
Logan City DC QLD	123	
Phone		
Mobile		
Fax: 07 34232487	<u>7</u>	
Email:	@racqi.com.au	
From: Continuing		9 (1.2.1M
Sent: Thursday, 14	April 2011 3:12 PM	
To:		
Subject: Re: RACQ	- Settlement Offer	
From:	@racqi.com.au>	
To:	March 2011 5:08 PM	
Jubject: RACQ! Cla	im Settlement Offer	

We are now in a position to detail our full and final settlement offer for your claim.

I have attached relevant settlement documentation for your review and where appropriate your completion and return.

To support this offer I have also attached a number of documents including:

- The scope of works for the required repairs to your home.
- The engineers report which has been incorporated into the scope for repair.
- The report by our Quality & Technical Loss Adjuster.

I would also make the following clarifying comments to assist in this process.

Building Repairs

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In our normal process we would offer this scope to suitably qualified builders and undertake a competitive tendering process. We are on this occasion prepared to offer this full amount, however if it is your preference we are still prepared to offer the scope for competitive tender (including any builders of your choice). However should the cost to complete the repairs as scoped receive a tender below the amount currently estimated we would need to consider this as the actual cost for which all repairs can be completed.

Engineers Findings

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Contents

The loss schedules provided clearly exceed the allowance within the PDS (50% of your sum insured) and so the maximum allowance has been allowed.

Alternative Accommodation

We have discussed this additional benefit several times and as agreed I have considered this, along with the circumstances involved in calculating our offer. The cover available is for the periods where you have been unable to live in your home, and alternative accommodation costs have been incurred. However, in recognition of the circumstances involved we are prepared to make this offer as detailed.

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The estimated repair timeframe to complete all repairs is 3 months. However, in further recognition of the circumstances, and the pressure on repair trades etc at this time we have made allowance for 6 months alternative accommodation (26 weeks) and this is now reflected in our offer as detailed.

I am out of the office now until next Tuesday, however I will be checking my emails when able. If you have any queries or require any further clarification please don't hesitate to email me and I will respond as soon as possible. Alternately, should you wish to discuss this further please let me know and I will call you on my return to the office on Tuesday.

Regards,

(Dip Bus - FLM) Executive Manager - Household Claims & Loss Adjusting



PO Box 3004 Logan City DC QLD 4123

Phone: Email:

@racqi.com.au

This communication has been sent on behalf of RACQ Insurance Limited [RACQI]. The information contained in this communication may be privileged and confidential. If you are not the Intended recipient, any use, disclosure or copying of this communication is expressly prohibited, If you have received this communication in error, please delete it immediately. RACQI and its associated entities do not warrant or represent that this communication [including any enclosed files] is free from electronic viruses, faults or defects.

)

Exhibit 50

From: Sent:	Friday, 15 Apríl 2011 3:14 PM	
To: Subject: Attachments:	FW: RACQI Claim	
Hello n and ,		
Further to my earlier of the settlement acc	email I confirm we have now processed the agreed settlement via EFT. reptance document for your records.	I have attached
Regards,		
	s - FLM) Household Claims & Loss Adjusting	
RACQ	Insurance	
O Box 3004 Logan City DC QLD 41	23	
Phone: Mobile: Fax: <u>07 34232487</u> Email: @@	Pracgi.com.au	
From: Sent: Friday, 15 April To: Subject: RE: RACQI (A	
Thank you for your em	nail	
I will arrange for the a	greed settlement of \$210,007.65 to be paid via EFT to you today.	
· .egards,		
(Dip Bus Executive Manager - H	- FLM) Iousehold Claims & Loss Adjusting	
PO Box 3004 Logan City DC QLD 412	Insurance	
Phone: 07 Mobile: Fax: 07 34232487 Email:	racqi.com.au	
From: Sent: Thursday, 14 Ap	ril 2011 3:12 PM	deller 1990a Vicense John/Addressedards
To:		

From: To:	@racqi.com.au>
Sent: Thursday, 31 March 2011 5:08 PM Subject: RACQI Claim	- Settlement Offer

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Regards,

(Dip Bus - FLM) Executive Manager - Household Claims & Loss Adjusting **RACC** Insurance PO Box 3004 Logan City DC QLD 4123

Phone: Email: @racqi.com.au

This communication has been sent on behalf of RACQ Insurance Limited [RACQI]. The information contained in this communication may be privileged and confidential. If you are not the intended recipient, any use, disclosure or copying of this communication is expressly prohibited. If you have received this communication in error, please delete it immediately. RACQI and its associated entities do not warrant or represent that this communication [including any enclosed files] is free from electronic viruses, faults or defects.

Exhibit 51

Our Ref:	MAF(flood):
Date:	Friday, 15 April 2011



and

Graham Dale RACQ Insurance PO Box 3004 LOGAN CITY QLD 4114

Facsimile No: 07 3219 0489

Email:

@racqi.com.au

Dear Colleague

EAST IPSWICH QLD 4305

We refer to the public statement issued by RACQ on Facebook yesterday afternoon which is republished on the RACQ website.

The document discloses information from which the identity of the second by and his parents, the second by a secon

Of grave concern is the fact that the public statement:

- 1. breaches the privacy of
- contains information that is inaccurate and/or incomplete such that it is misleading and inaccurate.

The acknowledge that the RACQ provided an offer of settlement on 31 March 2011 which they accepted on 14 April 2011.

However, the settlement offer, terms of the offer and **acce**ptance of the offer was not information in the public domain and is personal information of the **base of the settlement**.

RACQ has published and disclosed this information without the consent, express or implied, of the **sector** in direct contravention of National Privacy Principle 2 of the *Privacy Act 1988* (Cth).

The **manual** have been damaged by the unauthorised disclosures of their personal information by RACQ.

It is also of great concern that the information disclosed by RACQ is inaccurate and incomplete so as to be misleading because the public statement implies that the have been fully compensated for their loss and fully compensated in a timely way such that there was no need for them to live in substandard conditions of accommodation.

44 Herschel Street BRISBANE QLD 4000 Telephone: 1300 65 11 88 www.legalaid.qld.gov.au ABN: 69 062 423 924 GPO BOX 2449 BRISBANE QLD 4001 DX 150 BRISBANE DOWNTOWN 15/04/2011

However RACQ did not acknowledge that their offer of settlement does not fully compensate the for the damage they suffered.

RACQ accepted that the flooding that affected the **sector a** was flash flood. There are limits in the policy which mean that even when RACQ accepts a flash flooding claim, they will pay a maximum of 50% of the sum insured.

RACQ offered to pay 50% of the contents lost. In relation to the building claim RACQ offered \$145,000, which was less than 50% of the sum insured. Our client's building quote was \$225,000.00.

The damages were over \$370,000.00 (including emergency accommodation) and RACQ have offered \$225,000.00.

In relation to RACQ's comments that there was a payment for emergency accommodation, the payment was given to the **state of** for essential contents. The reality is the only 4br house available for rent in the area as of last week was \$677.00 per week and given that the **state of** did not have any contents they could not have signed a lease, paid for rent and purchased essential goods and clothing. We do not believe it is possible to rent a property without signing at least a 6 month lease, especially given the housing shortage in Ipswich. It is disingenuous to suggest that the initial payment made was able to be used by the family to rent suitable accommodation in the Ipswich area.

The settlement agreement included a confidentiality clause.

RACQ were requiring the to sign a settlement agreement that included a confidentiality clause that in our view was against public policy as it sought to restrict the ability of the total to discuss their case with anyone even though they are at law required to disclose any claims to future insurers. In fact the confidentiality clause was so wide that they could not have spoken to a lawyer or arguably disclosed the agreement in any legal proceedings seeking to enforce the agreement.

In any event, in light of the immediate and misleading disclosures by RACQ following the settlement, we believe this amounts to a waiver by RACQ of the obligations on the to maintain confidentiality.

In addition, we are of the view that the RACQ public statements also breaches the Insurance Code of Practice.

As you have already disclosed misleading information to the public, it is no longer adequate to simply remove the information from the public domain. The require that RACQ correct the information, as provided for in the National Privacy Principle 6, and pay compensation to them for the breach of their privacy.

Please provide:

- 1. a draft copy of the information you propose publishing to correct the incorrect and incomplete information already disclosed by you so that the analysis can approve and authorise its disclosure; and
- 2. your proposal for compensating the for the breach of their privacy;

15/04/2011

t de s

by close of business Tuesday, 19 April 2011.

If we do not receive a response from RACQ, we will seek instructions from the to lodge a complaint with the Federal Privacy Commissioner requiring an immediate investigation of RACQ.

Yours sincerely,

per Legal Aid Queensland

Senior Solicitor/Consumer Advocate Civil Justice Services (consumer protection)

Exhibit 52

From:	@legalaid.qld.gov.au]
Sent:	Friday, 15 April 2011 12:06 PM
To:	DALE, Graham
Cc:	
Subject:	
Attachments:	retter of complaint finalised.doc

<<<le>etter of complaint finalised.doc>> please see attached. Please respond by close of business Tuesday 19 April 2011.

The Consumer Protection Unit at Legal Aid Queensland provides advice and representation specialising in consumer injustices including disputes with credit providers and insurers. Advice can be booked by calling 1300 65 11 88 or Soo Sergeant on 3238 3232.

Senior Solicitor/ Consumer Advocate | Consumer Protection Unit! Legal Aid Queensland | p 3238 3400

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If you receive this email in error, please contact us, then delete the email.

1.1

Emails may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. We give no warranties in relation to these matters. If you have any doubts about the authenticity of an email purportedly sent by us, please contact us immediately.

Our R Date:		MAF(flood): Wednesday, 6 July 2011		Contact: Telephone: (07) 3238 Facsimile: (07) 3238 E-mail: cpuadvice@legal	3540
Graha RACO PO Bo LOGA	2 insu ox 30	rance			
Facsi	mile I	No: 07 3219 0489			
Email:		@racqi.com.au			
Dear (Collea	gue			
			EAST	PSWICH QLD 4305	5
We ref which i	fer to t is rep	the public statement issued ublished on the RACQ web	by RACQ on Fa site.	acebook yesterday at	iternoon
parents	s, l d in s.	nt discloses information fro i 6 of the <i>Privacy Act 1988</i> (0	s annerent or ca	an he remains	and his ertained as to you on
1. 2.	bread	cern is the fact that the pub thes the privacy of ins information that is inacc ading and inaccurate.		and complete such that it i	S
The 2011 wi	hich ti	acknowledge that the RAC ney accepted on 14 April 20	Q provided an c 011.	offer of settlement on	31 March
Howeve informat	er, the tion in	settlement offer, terms of t the public domain and is p	he offer and acc personal informa	eptance of the offer v tion of the	was not
impried,	OI UIE	Iblished and disclosed this In direct contrave 988 (Cth).	information with ention of Nationa	out the consent, expr al Privacy Principle 2	ess or of the
The informat	ion by	have been damaged by the RACQ.	e unauthorised d	lisclosures of their pe	rsonal
It is also	ofgre	eat concern that the inform	ation disclosed k	NY RACO in income	

incomplete so as to be misleading because the public statement implies that the have been fully compensated for their loss and fully compensated in a timely way such that there was no need for them to live in substandard conditions of accommodation.

44 Herschel Street BRISBANE QLD 4000

Telephone: 1300 85 11 88 www.legaisid.qld.gov.au ABN: 69 062 423 924

GPO BOX 2449 BRISBANE QLD 4001 DX 150 BRISBANE DOWNTOWN 2

However RACQ did not acknowledge that their offer of settlement does not fully compensate the the damage they suffered.

RACQ accepted that the flooding that affected the **Sector was** flash flood. There are limits in the policy which mean that even when RACQ accepts a flash flooding claim, they will pay a maximum of 50% of the sum insured.

RACQ offered to pay 50% of the contents lost. In relation to the building claim RACQ offered \$145,000, which was less than 50% of the sum insured. Our client's building quote was \$225,000.00.

The damages were over \$370,000.00 (including emergency accommodation) and RACQ have offered \$225,000.00.

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In any event, in light of the immediate and misleading disclosures by RACQ following the settlement, we believe this amounts to a waiver by RACQ of the obligations on the to maintain confidentiality.

In addition, we are of the view that the RACQ public statements also breaches the Insurance Code of Practice.

As you have already disclosed misleading information to the public, it is no longer adequate to simply remove the information from the public domain. The require that RACQ correct the information, as provided for in the National Privacy Principle 6, and pay compensation to them for the breach of their privacy.

Please provide:

- 1. a draft copy of the information you propose publishing to correct the incorrect and incomplete information already disclosed by you so that the approve and authorise its disclosure; and
- 2. your proposal for compensating the for the breach of their privacy;

6/07/2011

3

by close of business Tuesday, 19 April 2011.

If we do not receive a response from RACQ, we will seek instructions from the to lodge a complaint with the Federal Privacy Commissioner requiring an immediate investigation of RACQ.

Yours sincerely,

,8i 4i per Legal Aid Queensland

Senior Solicitor/Consumer Advocate Civil Justice Services (consumer protection)

Exhibit 53

Partner Direct line Email Our reference Your reference

emccullough.com.au MJM:154642-00002, MAF(flood):

15 April 2011



Email transmission

Senior Solicitor/Consumer Advocate Legal Aid Queensland

Email cpuadvice@legalaid.qld.gov.au

Dear Ms

We act for The Royal Automobile Club of Queensland Limited (RACQ) and RACQ Insurance Limited (RACQ) Insurance).

Our clients have handed us a copy of your letter of earlier today. In your letter, you make a number of allegations.

You allege that the public statement released by our clients yesterday breaches certain privacy obligations under the Privacy Act 1988 (Cth). Our clients reject this allegation. Your clients owed to the brought this matter into the public domain by making a number of public comments about RACQ and RACQ Insurance, and the handling of the flood crisis. Throughout all this our clients have remained silent. Only when your clients made further comment last week, could our clients no longer stand by and allow the incorrect and misleading allegations of the to remain unanswered, as permitted by National Privacy Principle 2.1.

Having made the untrue and misleading statements that they have, the would have reasonably expected that our clients would respond and use their personal information in the way that they have.

You also allege that our clients have:

engaged in misleading and deceptive conduct; (a)

(b) waived your clients' confidentiality obligations; and

(C) breached the Insurance Code of Practice.

This communication (including attachments) is only intended for its addressees and may contain privileged or confidential information. Unauthorised use, copying or distribution of any part of this document is prohibited. If you are NOT an intended recipient please notify us immediately and destroy the communication

Cameron Dean

Janelle Moody Troy Webb

Brendan Tobin

Michael Mov

Level 11 Central Plaza Two 66 Eagle Street Brisbane QLD 4000 GPO Box 1855 Brisbane QLD 4001 Australia ABN 42 721 345 951
 Telephone 07 3233 8888
 Fax 07 3229 9949
 Web www.mccullough.com.au

Partners	Bill Morrissey	Kristan Butler	
Brett Heading	Stuart Macnaughton	Darren White	
Peter McKnoulty	Brad Russell	Kristen Grover	
Guy Humble	Sean Robertson	David Marschke	
James Peterson	Malcolm McBratney	David Downie	
Peter Kennedy	Martk West	Tim Wiedman	
Rodney Bell	Marthew Burgess	Michael Rochester	
Ian Hazzard	Timothy Longwill	Hayden Bentley	
Peter Stewart	Diana Lohrisch	Scott Butler	
Brad McCosker	Patrick Holland	Matt Bradbury	
Tony Cotter	Trudy Naylor	Scott Whilta	
Damien Clarke	Russell Thirgood	Jeremy Kennedy	
Michael McCafferty	Derek Pocock	Paul McLachlan	
Dominic McGann	Reece Walker	Heather Watson	

Partners, Special Counsel and Consultants of McCullough Robertson - Brisbane, Newcastle and Sydney

Consultants

Special Counsel

Prof Jeff Mann AM Peter Gill

Sophie Ward

Kim Traier

Lisa Blumke Neal Dallas

Tim Saver Belinda Hughes Andrew Muir

Danielle Natoli

Charlotte Davis Tim Hanmore

Kerry Prior AM Tim Whitney Michael Wynter Prof Paul von Nessen Prof Peter Little Prof Myles McGregor-Lowndes OAM Donald Palmer Dr Amanda McBratney Phillip Toyne Gerard Thorpe



Our clients reject each of these allegations.

Due to the number of allegations and issues you have raised in your letter, we will provide a detailed response by close of business on Tuesday, 19 April 2011.

In the meantime, our clients reserve their rights in their entirety.

Yours faithfully

Partner		
Сору	Ms L Kreet	

Exhibit 54

Partner Direct line Email Our reference Your reference



19 April 2011



Email transmission

Senior Solicitor/Consumer Advocate Legal Aid Queensland

Email

Dear Ms Kreet

As you are aware, we act for The Royal Automobile Club of Queensland Limited (RACQ) and RACQ Insurance Limited (RACQ Insurance).

We refer to your letter to our clients dated 15 April 2011.

Further to our letter dated 15 April 2011, our clients respond as follows.

Privacy Act

- 1 Our clients deny that the public statement released on our clients' website and Facebook page on 14 April 2011 breaches any privacy obligations owed to the under the Privacy Act 1988 (Cth) (Privacy Act).
- 2 Our clients confirm that they have acted in accordance with their obligations with respect to disclosure of your clients' personal information under the Privacy Act.
- 3 In particular, National Privacy Principle 2.1 provides that RACQ may use or disclose personal information about an individual for a purpose (the secondary purpose) other than the primary purpose of collection where both:
 - (a) the secondary purpose is related to the primary purpose of collection and, if the personal information is sensitive information, directly related to the primary purpose of collection; and

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 Web www.mccullough.com.au

Partners Brett Heading Peter McKnoulty Guy Humble James Peterson Peter Kennedy Rodney Bell Ian Hazzard Peter Stewart Brad McCosker Tony Cotter Damien Clarke Michael McCafferty Dominic McGann	Bill Morrissey Stuart Macnaughton Brad Russell Sean Robertson Malcolm McBratney Mark West Matthew Burgess Timothy Longwill Diana Lohrisch Patrick Holland Trudy Naylor Russell Thirgood Derek Pocock Reece Walker	Kristan Butler Darren White Kristen Grover David Downie Tim Wiedman Michael Rochester Hayden Bentley Scott Butler Matt Bradbury Scott Whitla Jeremy Kennedy Paul McLachlan Heather Walson	Cameron Dean Janelle Moody Troy Webb Brendan Tobin Michael Moy
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Special Counsel Prof Jeff Mann AM Peter Gill

Sophie Ward Kim Traier Lisa Blumke Neal Dallas Danielle Natoli Tim Sayer Belinda Hughes Andrew Muir Charlotte Davis Tim Hanmore

Consultants

Kerry Prior AM Tim Whitney Michael Wynter Prof Paul von Nessen Prof Peter Little Prof Myles McGregor-Lowndes OAM Donald Palmer Dr Amanda McBratney Phillip Toyne Gerard Thorpe

Partners, Special Counsel and Consultants of McCullough Robertson - Brisbane, Newcastle and Sydney



- (b) the individual would reasonably expect the organisation to use or disclose the information for the secondary purpose.
- As your clients are aware, the RACQ Insurance Privacy Statement states that in the case of a claim being made, the primary purpose for which RACQ Insurance collects personal information is to determine entitlements in the event that a claim is made. We note that the relevant portion of the public statement made by our clients is directly related to **your clients' claim for entitlements.**
- 5 **Further, given the widespread media reports about the minimum insurance claim and their willing** participation in public appearances to discuss aspects of their claim and the manner in which RACQ Insurance is handling that claim, it is clear that the mean reasonably expect our clients to use or disclose the information specified in the public statement for the purpose of responding to media reports about the manner in which RACQ Insurance has handled the mean claim.
- 6 Further, your clients have not suffered any loss or damage as a result of the public statement.
- 7 In those circumstances, our clients:
 - (a) decline to correct the public statement, on the basis that it does not contain any incorrect information; and
 - (b) decline to pay your clients compensation for breach of their privacy, on the basis that our clients have not breached your clients' privacy.
- 8 RACQ Insurance will place a copy of your clients' request for correction together with a copy of this letter, containing reasons why the information is not corrected, on your clients' file in accordance with the requirements of National Privacy Principle 6.

Misleading public statements

- 9 Our clients deny your clients' allegation that our clients' public statement is misleading.
- 10 We note that certain details of **your clients'** insurance claim are a matter of public record, insomuch as media organisations including the Courier Mail, the Queensland Times, Channel 7, Channel 9 and Channel 10 have reported on your clients' insurance claim no less than 20 times. Some of those reports have featured journalists filming your clients inside their home, presumably with your clients' consent.
- 11 Further, those reports have featured discussion of aspects of your clients' claim which could only have been disclosed to the relevant media organisations by your clients. It is clear that your clients have encouraged media reports on their insurance claim, which reports do not fully disclose relevant facts and circumstances of your clients' insurance claim. If any public statements about your clients' insurance claim have been misleading, they are those statements which have been made in or reported by media organisations, not the public statement made by our clients on its website and Facebook.
- 12 Our clients require your clients to cease and desist from making misleading statements regarding your clients' insurance claim, and in particular the manner in which RACQ Insurance has handled that claim.
- 13 Our clients note that RACQ Insurance has acted in accordance with the terms of the insurance **policy, as outlined in our clients' public statement. RACQ Insurance is not obliged to compensate** your clients for uninsured amounts (including amounts specified in your letter which are not covered by the insurance policy), and it is unreasonable for your clients to suggest otherwise.



14 Our clients deny that any public statements made by them about your clients' insurance claim have been misleading.

Settlement acceptance

- 15 In the settlement acceptance letter signed by your clients on 14 April 2011, your clients acknowledge that RACQ Insurance has fully complied with its obligations in respect of their claim.
- 16 In that letter your clients also agree that the arrangement is confidential, and agree not to disclose the settlement letter, or any matters, negotiations or discussions whatsoever relating to that document and/or their claim. For clarity, your clients are of course free to disclose information of the insurance claim to insurers to the extent necessary to comply with insurance legislation and for the purpose of obtaining legal advice from legal practitioners.
- 17 We note that these obligations of confidence apply only to your clients, and in particular do not concern our clients' use or disclosure of your clients' personal information (which as you are aware, are covered by the Privacy Act).
- 18 Our clients deny that your clients entering into the settlement acceptance letter is against public policy (particularly as your client has rights to provide information of the settlement to insurers to the extent necessary to comply with insurance legislation and for the purpose of obtaining legal advice from legal practitioners), and say further that the letter is a legally binding agreement and that are obliged to maintain the confidentiality contemplated by it.
- 19 Further, our clients deny that they have waived the requirement for your clients not to disclose the settlement acceptance letter, or any matters, negotiations or discussions whatsoever relating to that document and/or their claim. For clarity, our clients affirm that the agreement contemplated by the settlement acceptance letter is on foot and that our clients continue to require your clients to observe their obligations under the settlement letter, including in respect of confidentiality.

Insurance Code of Practice

- 20 In your letter your clients allege that our clients have breached the Insurance Code of Practice (**Code**), yet fail to provide any particulars or evidence of such a breach.
- 21 With respect, simply asserting that our client has breached the Code is manifestly deficient for the purpose of attempting to have our client understand the manner in which its public statement is alleged to have breached the Code.
- 22 In the absence of **particularisation of your clients' allegation in this respect**, our clients deny that they have breached the Code.

Your clients' demands

- 23 In your letter your clients request that our clients provide:
 - (a) a draft copy of the information our clients propose publishing to correct information which your clients allege is incorrect; and
 - (b) our clients' proposal to compensate the for breach of privacy.
- 24 Our clients:



- (a) decline to provide a draft copy of the information requested, for the reason set out in paragraph 7(a) above; and
- (b) decline to provide a proposal to compensate the for the reason set out in paragraph 7(b) above.

Our clients' demand

25 Our clients require and demand that your clients **immediately** and **forever** cease and desist from agitating that our clients have breached your clients' privacy or disclosed misleading information to the public in respect of your clients' insurance claim, failing which our clients will take such further action as may be advised by their legal advisers without further notice to your clients.

Our clients continue to reserve their rights in their entirety.

Yours faithfully

Partner	
Сору	

Exhibit 55

Please see below what comments we have been able to access from Please note she may have made other comments we couldn't see (for example on her private Facebook page which is locked).

These comments were posted online on Facebook, Twitter, You Tube, comments on Media stories, and in the daily media monitors report.

Anything in blue (see example below) is from Facebook.



7 February 2011 – Media Release by

	7/02/2011
st Ipswich 4305 H	

For Immediate Release

FLOOD SURVIVORS PROTEST AGAINST RACQ

Protesters will speak out against insurers on Saturday 12th February 2011. Policy holders are fed up with the inability of insurance companies to assess claims in a timely manner. The RACQ are not adhering to the General Insurance Code of Practice, which they subscribe to. Many families are in extreme emotional and financial hardship while the RACQ, and other insurers, refuse the essential means to recover from this disaster.

Ea PF

The **second** home was flooded by storm water runoff approximately 12 hours before the major flooding of Ipswich. We were hit by an insured event yet we have been denied emergency accommodation by the RACQ.

We have been hung up on several times by their staff and they continue to state that there is nothing further they can tell us.

We will no longer accept their behaviour or their excuses any longer. The RACQ's behaviour is harming us and other families.

All families affected are encouraged to attend and have speak out.

We need to be listened to. These companies must act.

As individuals we are being fobbed off and left to wonder. As a collective we hope to push these companies to take action immediately.

The protest will be held at St, East Ipswich, 4305 on the Saturday 12th February 2011 from 10 am to 3pm.

For further information contact:

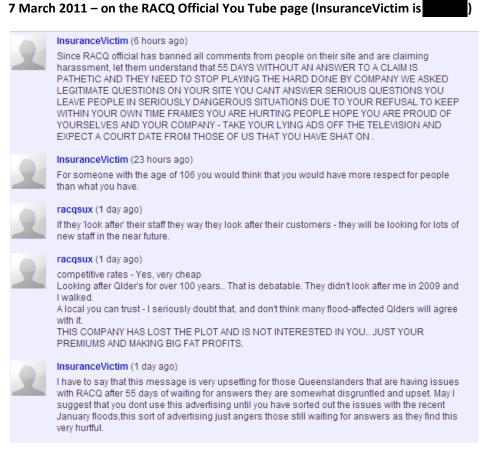
Name Mobile Number Email Address

8 February 2011

The Courier Mail "Insurance Companies definition of flood leaves Queensland flood families in limbo"

made the following comment on the Courier Mail website, promoting her protest on Saturday:

"We are covered- RACQ still want a hydrology report to weasel out in fine print. We are still waiting too. We are having a protest at East Ipswich sat 12th about this very issue. Denied emergency accommodation that is part of the policy too. People do insure for the right things it is the insurance company that is deceptive and will do anything they can to find a loophole in the policies they provide. Stop having a go at policy holders, we do read our policies we do check with insurers but in many cases they outright lie or deceive policy holders, if we answer any of their questions incorrect they have the option to cancel the policy. yet if they deceive us or mislead us it appears to be ok. We do check our policies we do expect honesty from the companies we purchase through and we expect to be treated with compassion when this sort of event hits. We have had nothing but frustration an grief from RACQ. I hope that people with the same issues like this family and ourselves come to this protest so we can all be heard and put pressure on these companies to do the right thing."



25 February 2011 - Facebook

the people on the other end of the phone are just doing their jobs, they do not make the decisions whether to pay out or not, venting at them is not the answer its the fat cats in their ivory towers that need to hear about what their decisions are doing to peoples lives. Yesterday at 2:49pm



Vell - as someone just sitting round waiting for these idiots to decide, I would like to let you know that we are NOT entitled to talk to the decision makers or the big wigs we are not even entitled to an email address to email them, what would you suggest we do, we have been here for over 6 weeks, we are refused e Yesterday at 3:14pm

We are refused everything from them we are living in shitful conditions, we cannot make any decisions to move forward we cannot rent we still have a house payment to make, what do you want us to do? I try my best to be polite, to be patient but after 6 and a half weeks I dont have that in me anymore, All we want is an answer, look from our side we ring and all we get is I dont know from these people, that is not good enough if they dont know they need to get some training and find out they are there to take calls that require them to give information and they cant. Find a different job would be my suggestion at a company that doesnt torture its customers. If you want to work for RACQ then that is your decision you choose to work for a company that lies and steals from its customers dont expect the customers to be gracious about that. Would you wait for 6 plus weeks for an ambulance or would you be yelling at the operator that it needs to be here now ...

Yesterday at 3:31pm

2 March 2011 - Facebook

I got a letter from Bradley Heath CEO of RACQ insurance .. same shit same company different signature ... we are busy it is an extreme event and they are busy.. they cannot decide our claim till the reports are in blah blah blah again same shit different day In fact DAY 50 today about an hour ago

4 March 2011 - Facebook



Have ditched RACQ and am feeling really good about it

Yay I did too when I cancelled my home and contents policy with them back in 2009. Get all your friends to do it too! Hit these shits in their profit margin.

Awesome this company will never change until it is hit where it matters to them the most - their profit margin!. Take away the policies and take away the profit they can make. I would rather pay an insurer who will be honest with me and cover me for what I am insured for. I agree with the get as many of your friends and family to do the same pull racqs profits from them. 4 hours ago

7 March 2011 - Facebook



17 hours ago

8 March 2011 - Facebook

2 hours ago



Ok - please do not place contact details of any member of RACQ on this site. using the generic racq@racq.com.au is ok I believe as this is a advertised email to contact them. RACQ are being 'precious' about confidentiality of their contact details, gee and I thought they were a public company



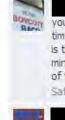
14 March 2011



Thank you to everyone that came today, it was peacefully but it sent the message the police and security waiting for us before we arrived says a lot. RACQ seem to thin we are a violent uncontrollable crowd we showed exactly what we are, normal people that are left in awful circumstances by RACQ Shame On You .. if you had of bothered to turn up then you would have met some of the families.

on Friday

📫 4 people like this.



QLD

that were there and in terrible situations because of your lack of skills as an insurer. I see that you will not even take the time to meet with those families you DONT care at all. Your profit margin is the be all and end all, you are cruel and unkind at the absolute minimum. Stop your excuses and your rubbish and put these people out of their misery and give them an answer. Saturday at 2:25pm

22 hours ago

We need an army to start the doorknock..

15 March 2011

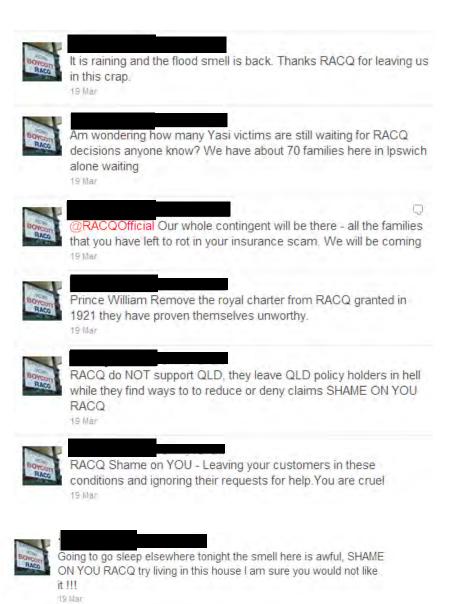


18 March 2011 – begins using Twitter:



See now Santa found me in less than 24hrs geeze RACQ pull your socks up, If I can connect with Santa maybe you could actually process a claim 18 Mar

19 March 2011 - Twitter



20 March 2011 - Twitter



is awesome every channel had his request to remove the Royal from RACQ come on help us get it removed. This company is disgraceful. 20 Mar



Channel 7 get those RACQ ads off it is rubbing salt into the wounds of those who have been left in hell by this feral company 20 Mar



Go Cheffie on channel 10 Take the royal from RACQ YEEESSSSS 20 Mar



Has had enough RACQ's speedy claims my foot any speedier and we would be dead and buried 20 Mar



Cheffie talked to Prince William about RACQ losing the Royal from their name GO CHEFFIE you ROCK .. William is a lovely young man.

1	D.	-h	เล	E.
-	~		***	



Channel 10 newsreader Lexy Hamilton-Smith gets a flood damage coverage knockback from RACQ | Couri... http://bit.ly/fQBojR RACQ U SUK 20 Mar



Had a BATH woo hoo Sick of the Shit RACQ give me some answers ...

20 Mar

BOYCOTT		- Car
HACO	l	BOYCOTT
ALC: NOT A	l	HACO

Amazing the hydrology report came back saying exactly what we told RACQ funny that - we were honest RACQ is NOT 20 Mar

I	-	
	RACO	

RACQ you are a shocking excuse for an insurance company 20 Mar

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l	1	R	CI AL	37	ż
	-			θt,	

I have a badly infected abcess I believe it is from living in these conditions THANKS a heaps racq might come pop it in your shop tomorrow



20 Mar

20 Mar



Remove the Royal from RACQ they do not deserve to use it Charter granted 1921 have it removed in 2011 because of despicable behavior

21 March 2011 - Twitter



nearly 80 days and still no answer SHAME ON YOU RACQ your behavior is disgusting

21 Mar

I	1	1	2	-	ŗ
l	B	R	5	m	L
P				9	

Have RACQ assessor here doing scope of works doin their best to miss every little bit they can. RACQ U SUK 21 Mar



Woken this morning hating RACQ more than I ever have before. Abscess on leg gone feral making me sick. will be forced to see doc not happy

21 Mar



Dammit lost Santa ... I am sure RACQ has got something to do with it

21 Mar

10	1		3	μ
B	HC DY	-	3	È
2	R	NC.		ľ
	E E	BOY	BOYCO	BOYCOTT

RACQ YOU SUCK - what more is there to say really that statement says it all and if I had another few hundred characters I would be ruder 21 Mar

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RACQ U SUK .. there is not much else to be said hurry the hell up and make your friggen decisions .. enough is enough 21 Mar



They watched as my dog walked out the front door RACQ you are irresponsible bastards - lucky she didnt get hit or I would have smashed you 21 Mar



sorry 77 Days tomorrow to be exact RACQ and now you want a few more weeks to calculate your company has seriously FAILED in every way

Facebook:



I had 8 policies originally with RACQ we are down to 4 and the others are coming in to be done, I even have to do all the work to take them away from them shitty bastards - at least I know that in the event of an emergency we will be covered immediately not 3 months later.. RACQ U SUK

March 21 at 9:58am

22 March 2011 - Twitter



RACQ U SUK that is the plain and simple truth at least some of us know how to use plain english terms with no loopholes 22 Mar



More RACQ victims Fernvale couple still no answer SHAME ON U RACQ

22 Mar



No work for our builders | QLD News | Breaking News in Queensland | Ipswich Queensland Times qt.com.au/story/2011/03/... via @AddThis nice one RACQ 22 Mar

I		
ł	BOYCON	
ł	RACO	

Still waiting RACQ 78 days and counting - pathetic pathetic pathetic you are an awful company to be insured with worst decision of my life!

22 Mar

23 March 2011 - Twitter



Check your own insurance body hydrology reports idiots ! RACQ you dumb idiots your report says flash flooding stop denying valid claims

23 Mar

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ł.	COACOU	1
L	RACO	1
	1000	

RT @couriermail lpswich hopes in balance | Courier Mail http://bit.ly/eUXoee RACQ U SUK ... your own council reports say you are wrong

23 Mar



Has had enough of grubby insurers, RACQ leave a lot to be desired in the customer care and speedy claims service if 78 days is speedy well!! 23 Mar

24 March 2011 - Twitter



Went to housing meeting tonight Screw U RACQ at least we got some help there ... information in abundance something RACQ fails to provide 24 Mar



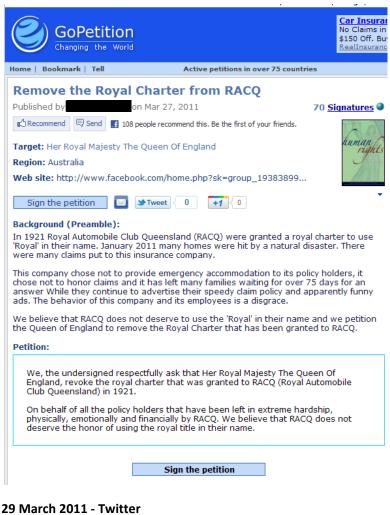
I am NOT HAPPY with RACQ 80 days - could have made it round the world in this time! 24 Mar

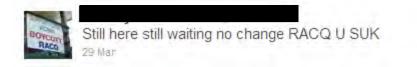
27 March 2011 - Twitter



Still waiting for the elusive company RACQ to give us an answer speedy claims my foot. 27 Mar

began a petition to remove the 'Royal' from RACQ: (currently has 70 signatures)



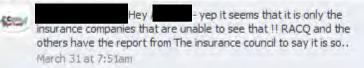


31 March 2011 - Facebook



North Booval: evaucated in pouring rain Witness statement from Tuesday night, everything flooded Wednesday, Thursday could assess the damage done and walk through the street. Now isn't that Flash Flood???? :(

March 31 at 6:37am



4 April 2011

made a submisison to the COI which is available for the general public to view

online: http://www.floodcommission.qld.gov.au/__data/assets/file/0003/5736/

PDF

14 April 2011



15 April 2011

Apparently we are according to a poster on the website defaming RACQ since when is telling the TRUTH defamation .. also would some one advise the stupid twat that we did not pay for our shirts they were donated to us by an awesome chic.. see they still cant see the forest through the trees ..

on Friday

🖒 2 people like this.

sorry guys I just cant let this go I need to say a few more things feel free to tell me to stop though.. What right does any one have to judge what I do - think about the flood and what people got to save now think about having to replace everything including the basics - clothes medication everything then try to figure out how much it would have cost to supply rubbish bags gloves and protective equipment to clean out the house (all of which RACQ was responsible to do but failed to provide this service) I know I spent over 500 dollars providing equipment that they should have been doing...then lets ad in that we need to eat - no electricity no fridge nothing so apart from vegemite sandwiches buying milk every day that could only be used in the morning because of the heat of the day etc etc etc. The lists of the basics that we needed go on and on and on and to replace everything in the basic range is friggen expensive (socks school uniforms, books, shoes, shorts jocks etc etc I dont feel like I should have to explain what I spent this money on but it seems that people want me to be accountable for the money I received and if they took even 5 min to add up replacing the mere basics they might think somewhat differently. The author of the courier mail story is a deceptive character that preys on people in their lowest times threatening to print bullshit until I gave him answers which he twisted to his own pathetic truths this is the classic example of why people are crucified unjustly in their world. He had the heads up from RACQ as he spoke to me a the day before and was asking dubious questions. He is a nasty man but if you lie down with dogs you will get fleas ... May the courier mail and RACQ be best buddies forever because they really do deserve each other tacky and shoddy .. another QLD "icon" seems all the QLD "icons" think that they rule the state and defy their own laws rules and regulations... so do me a favour - spend 20 min and do a budget and let me know how you would sit in my position because maybe I am really an idiot and didnt do this right all of this is enough to make me question myself and my reasoning ...

Friday at 9:24pm



20 April 2011 – Posted on the World Socialist Web Site:



who has organised several protests with other local residents against his insurer, RACQ, has been fiving with his wife and year-old in a tent in the shell of their devastated lpswich home. Last week the family had to sign a confidentiality agreement with their company before it would give them a payout on their claims.

told the World Socialist Web Site that he was shocked by the callous response of his insurer and the lengths it went to deny his family's claims.

"We used to hold a regular Saturday morning get together at a coffee shop next to RACQ's lpswich offices and every time we did there'd be a police paddy-wagon mobilised. It was ridiculous. All we did was wear our protest t-shirts and have a coffee together."

23 April 2011

I see that they have a link there to the alleged 'facts' fact is this company suffers from delusions of being a Queenslander, of being community minded and actually providing insurance, I have not seen so much false advertising in my entire life. RACQ just are aerseholes

April 23 at 4:10pm • 🖒 3 people

29 April 2011

Yes we have shut up for now but I promise you once my family is in a safe place and we are protected then RACQ will be getting it from both Barrels from me .. in my silence it is building and by god they had want to watch out because I am getting angrier by the day.. I may be quiet now but it will not be forever, and once it starts I will not stop . they have hurt my family so badly to the point that we need to move house. God help them cause they are going to need it .. 11 hours ago .

16 May 2011

Only a week and a half to go for us to be out of this hell of a house, just you wait RACQ we will come back and bite you so hard on the bum it is not funny look out. RACQ's and many other insurers behaviour is downright disgusting, if they think people will go away they better think again. You pay for insurance for a reason, to be covered not to be crapped on when they feel they can get away with it.

May 16 at 11:49am

24 May 2011

be careful with the media and the insurers we learnt the hard way about what they will do .. the insurers that is .. just step carefully and dont talk to the wanker at the courier mail he is viscous and sneaky .. and in cahoots with the insurers I am sure .. I will be starting my next round of anti racq attacks as soon as I have my family in a place that is safe .. then the shit will fly .. coming to screen near you really soon.. It is very hard for people to understand your situation and we all have varying problems with all of our claims but the base point here is we have all been inundated by water and screwed over by the insurers .. and plenty of other areas too.. hold strong mate (easier said than done) come have a coffee with me sometime or I will come to you if that is easier.. 15 hours ago .

20 June 2011

×



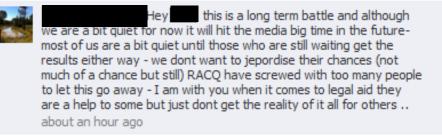
http://www.aph.gov.au/house/co mmittee/spla/insurance/online_ survey/index.htm www.aph.gov.au

To gauge community concerns relating to this inquiry, the Committee is conducting an online survey. The survey is targeting members of the community who have made a disaster-related claim on their insurance policies in the last 5 years.

🛃 Yesterday at 7:57am



24 June 2011



27 June 2011

I have a bloody big powder store for the revolution as many of us have that is one big powder keg ready to blow.... think they have been hard done by now wait till we get them for real it will hurt soooo much more and it will feel sooo damn good... we just need to wait for a bit but it is coming and it will hurt their business ..

10 hours ago

5 July 2011

See they know exactly what they are doing probably trading as insolvent gathering money to pay people like Heath to run the place and screwing over all their customers excellent way to do business if you are a low life shonky company that has no morals and no respect for its customers yep that pretty much describes racq and their behaviour 59 minutes ago

11 July 2011

Well what else do we pay insurance for so they can pay everyone else except their policies that actually Need to be paid like all of ours racq are dirty lying cheating thieving dirty f*ck*rs about an hour ago r c3 1 person

15 July 2011



Ok so got my submission lodged in time, I looked at the submissions lodged and was suprised to see that they only have 5 up there how many of us did it? is there just a delay in getting them all up there ?? Life still sucks .. I hate RACQ

25 minutes ago

2 August 2011



thought RACQ employed an expert hydrologist to do it report can this mean he didnt get it right dont thing fair to blame ICC i know that mayor Paul Pissale has been at the front of the attack against dodgy insurer

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5	5	28	-10
2	01		
5	-22		
-			

RACQ Insurance will pay out insurance claims for Ipswich flood victims www.couriermail.com.au

RACQ Insurance will pay out on almost 250 flood insurance claims from Ipswich residents who were initially knocked back after the January floods.

🖓 41 minutes ago · Like · Comment · Share



biggest crock of shit that I have read in months me thinks they are losing too any policies and this might get some back ...

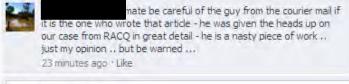
21 minutes ago • Like

Write a comment...

SHAME ON YO

just had a call from the courier mail their looking for any racq insurance customers or particularly people who live along bremer river and may be one of the 247 who are going to get a letter soon about the reversal of their rejected claims ? they are looking for family's still doing it tough, or some one new who might what to do pictures for their paper, call me on

about an hour ago · Like · Comment



Write a comment...

5 August 2011



Just received the phone call today saying that we are covered (50% building, 50% contents). Still can't believe that 'they have just received new hydrology information at this late day

Vesterday at 1:46pm



that is funny cause legal aid advised us to take the offer that was less than 50% .. best to get what you can they said.. it will be a long battle if we didnt take what we were offered .. would like legal aid to explain on this one .. about an hour ago

But the pds says 50% for flash flood or 25k. Whatever is the higher amount. 33 minutes ago

yes it does but that does not mean that is what they will offer you .. it is their decision.. they choose what how and when and that is it.. 16 minutes ago

The Queensland Times – Flood homes won't be rebuilt until 2012 – 01/09/2011

Some Ipswich homes hit hard by January's flooding disaster will not be completely rebuilt until next year, according to the ICA. The ICA said almost 130,000 claims were received by insurance companies after the state's floods and cyclone earlier this year. While more than 99% of claims have had a decision made on them, an ICA spokesman said about 60% of these had also had all rebuilding work finished. ICA risk and disaster general manager said the remaining homes could be unfinished due to the length of time some rebuilding projects could take. He said reaching the point where every flood covered home was completely repaired wouldn't happen until next year, but about 90% of homes would be completed by the end this year. ICA this week released updated data for the insurance industry's response to Cyclone Yasi and the Queensland floods.

Wellk I decided that my campaign agains t RACQ Carling I was going to start again on the 1st Sept and since that is today I had to get my skates on..lol.. it is a slow start but by god I am back on a roll and I will eventually get back in their faces so badly I might even get mysefl arresteded hehehehehehe about an hour ago ' 🖒 1 person Uh oh.. Watch out RACQ.. She's got you in her sights! about an hour ago via email Start off small and build a good case and smack Sund them where it hurts ... lol about an hour ago still have all that electric fence for those Sum I assessors and case managers that refuse to do the right thing .. and a booster box to make sure that the kick from the fence is a damn good one lol...

about an hour ago

Exhibit 56

28 February 2011

SETTLEMENT ACCEPTANCE

Household	Insurance	Claim
-----------	-----------	-------

Insureds: Loss Date: Claim Number: Damaged Property:	12 January 2011 , BASIN POCKET, QLD 4305			
We	agree that payment of the amount of:			
Fifty-Nine Thousand 8	Seventy Dollars (\$59,070.00)	. +	••	

by RACQ Insurance is made without any admission of liability, and represents full and final settlement of our claim referred to above.

We agree that by accepting payment we are acknowledging that RACQ insurance has fully complied with its obligations in respect of our claim.

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1.6

We further agree that this arrangement is confidential, and agree not to disclose this document, or any matters, negotiations or discussions whatsoever relating to this document and/or our claim.

Name:
Signature
Date: //)/ //
and the second sec
Name
Signature:
Date: 01/03/2011
10 million 1
Witness Name:
Signature:
Date: 1/3/11

This Acceptance must be signed by all policyholder/s

Exhibit 57

From: Sent:	Monday, 28 February 2011	49-97 DM
To:	Wonday, 28 Fedmary 2011	
Subject:	RACQI Claim	
Attachments:	image001.jpg;	.docx
+ 47		
Hi		

As discussed at your home and further with once completed and upon payment this represents completion of this matter and this information must remain confidential.

I am happy to receive a scanned copy once signed and witnessed and will have the payment completed immediately into the bank account you nominated in your last letter.

Thanks again for working through this with me and if you have any further queries then please don't hesitate to contact me.

Regards,

(Dip Bus - FLM) Executive Manager - Household Claims & Loss Adjusting



Logan City DC QLD 4123

Phone:	
Mobile	
Fax: 07	34232487
Email:	@racgi.com.au

28 February 2011

SETTLEMENT ACCEPTANCE

Household Insurance Claim

Insureds: Loss Date: Claim Number: Damaged Property:	12 January 2011 BASIN POCKET, QLD 4305
We	agree that payment of the amount of:

Fifty-Nine Thousand & Seventy Dollars (\$59,070.00)

by RACQ Insurance is made without any admission of liability, and represents full and final settlement of our claim referred to above.

We agree that by accepting payment we are acknowledging that RACQ Insurance has fully complied with its obligations in respect of our claim.

We further agree that this arrangement is confidential, and agree not to disclose this document, or any matters, negotiations or discussions whatsoever relating to this document and/or our claim.

This Acceptance must be signed by all policyholder/s



Exhibit 58



Please find attached the building quote we have obtained from Cage Building (it is a 'read only' document and I am only able to open it by selecting that option).

Regarding the other trades that will be required (ie: plumbers and electricians), we have been trying for days to get written quotes, to no avail. This has been a fairly comprehensive process and has involved contacting the real estate agent, neighbours in the local area, local newspapers and local tradesman. The feedback has been that we will have to wait approximately 4 weeks at the least to get tradesman out to the property. Then probably another few weeks to get the quote itself written up and supplied to us. Partly this is to do with many people having commenced the rebuilding process and hence, some difficulty in now getting quotes at such short notice ie: this week. It appears to have been very ambitious of us to have presumed we could have gained quotes in a few days, unfortunately.

So we were left with the next best option, which was to consult and talk over the telephone to several tradesman and the has spoken to several tradesman at his work to get as close an idea as possible to what the costs will be. Here are the results of those consultations:

• **Electrical**: Estimated cost to replace complete electrical/mains switchboard, replace all power points, replace downstairs electrical cable and lights. Installation of all electrical appliances

\$5500.00

ROAMO

• Plumbing: Install new hot water cylinder, install new vanity, kitchen hardware and drainage

			\$40 00.00
 Repaint external 		reens rical appliances in kitchen:	\$2500.00 \$3000.00
1 2 3		\$600.00 \$800.00 \$600.00	
7	Fotal:		\$2000.00
-			

 Loss of income (3 months x \$270 pw rent) 	\$3240.00
Interest on mortgage	\$4378.00
Building quote	\$38,830.00

TOTAL

\$59,070

We are confident that the above costings are as accurate as possible and are a comprehensive reflection of what it will cost us to get our property repaired to its previous standard.

We have endeavoured to provide an honest and detailed costing and we trust that this information is satisfactory and will enable the payment to be made to our bank account, with no further delays.

Our account details:

Account name:

Bank:

BSB:

Account Number:

Despite this being an extraordinarily distressing experience, we would like to acknowledge our meeting last Thursday 17th February 2011 as being one that restored our confidence and belief in an Insurance company that we had placed so much trust in. Thank you for your honesty and integrity.

Yours sincerely

Stove top: \$600.00 Oven: \$800.00 Dishwasher: \$600.00

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QUOTE

Basin Pocket

CAGE BUILDING SERVICES pty ltd ABN 89 140 757 526 • BSA LIC 118 1592 18 Cobb Road, Burpengary Old 4505 Mobile: 0419 668 657 Email: @@cagebuildingservices.com.au



DESCRIPTION ALASSA A 11. P AMOUNT Scope of work Remove and dispose of the following Damaged kitchen Vanity All internal doors Skirting's and architraves All cornice All gyprock wall linings Reinstate gyprock to wall, set sand and cornice all new work Install new doors and door furniture, install new architraves and skirting Supply and install new kitchen and bench top, this also includes splash back tiles Supply and install new vanity and splash back tiles Service all silding windows and doors Repaint all new work, and sand and polish floors Bsa insurance has been included in this price \$35300.00 All rubbish created from new work to be removed from site Sub Total \$ 35300.00 GST 3530.00 S Total ŝ 38830.00

Date:

Quoted By:

Contact #

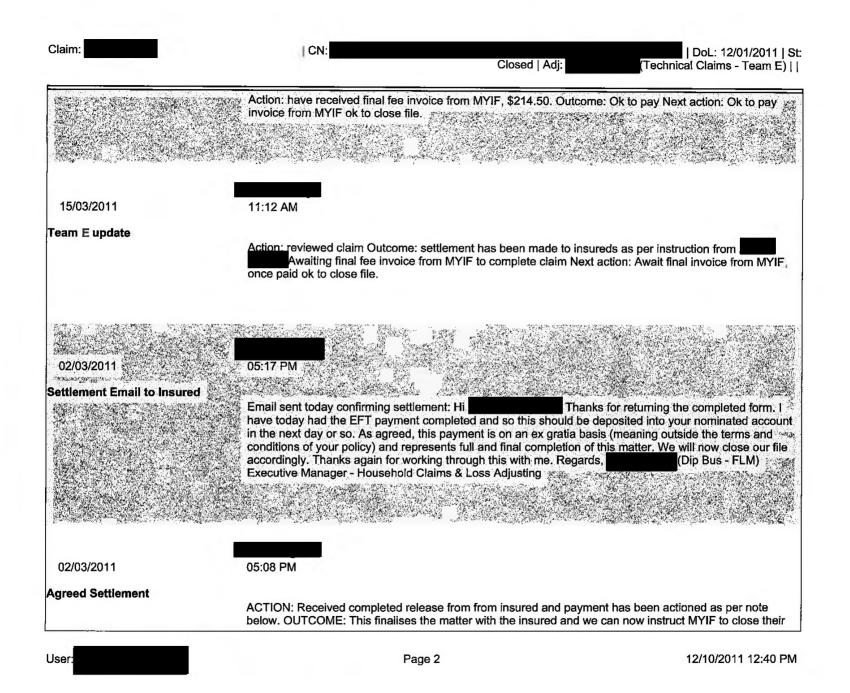
07/02/11

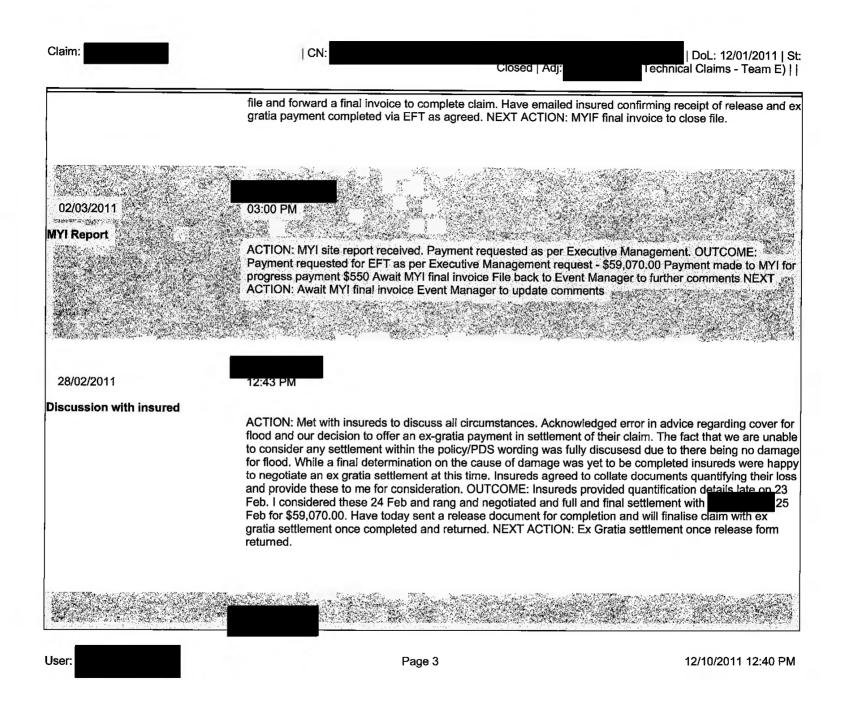
This Quote is valid for 30 days

ABN 89-140-757-526 • BSA LIC 118-1592 EMAIL: Cagebuildingservices.com.au

Exhibit 59

Claim	CN: Closed Adj:	DoL: 12/01/2011 St (Technical Claims - Team E)
Latest Notes		
14/01/2011	Integration User 04:41 PM	
Loss Adjuster Workflow	ACTION: On Site datasheet printed for internal Loss Adjuster OUT ACTION: Await 1st report from Loss Adjuster	COME: Loss Adjuster assigned NEXT
14/01/2011	04:30 PM	
Conduct Loss Adjustment		
Activity Completed	ACTION: Internal Loss Adjuster assignment submitted OUTCOME ACTION: Await scheduled event completion	: Scheduled event submitted NEXT
14/05/2011	08:43 AM	
VALIDATE INVOICE	ACTION: MYI invoice for remaining loss adjusting fee received. PA \$214.50 - OK TO PAY CLAIM CLOSED	YMENT: Created payment to MYI -
01/04/2011 Feam E update	04:17 PM	
Jser:	Page 1	12/10/2011 12:40 PM



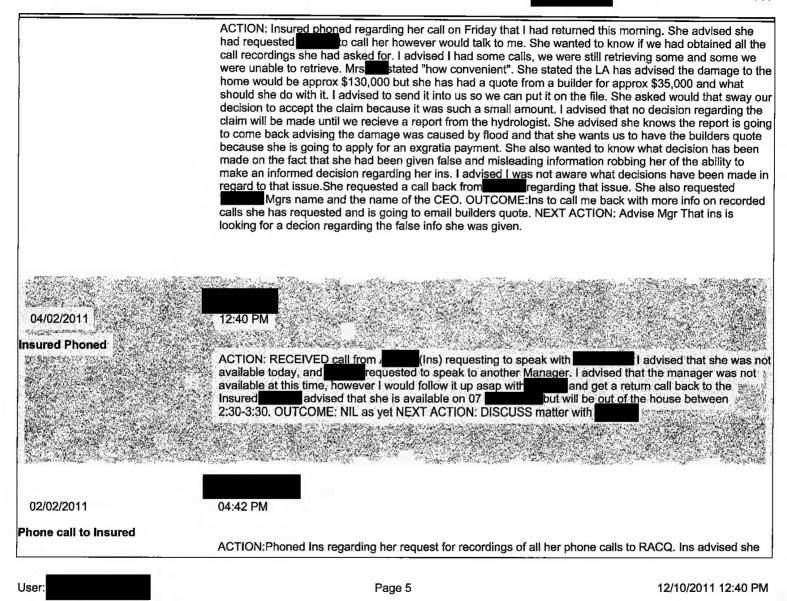


17/02/2011 02:29 PM Meeting with Insured ACTION: Have agreed to meet with insureds to discuss claim on Thursday 17 February. OUTCOME determined at meeting 17/2. NEXT ACTION: Complete meeting and action any agreements as a res 09/02/2011 05:22 PM Discussion with Insured ACTION: called insured who had requested the claim be escalated. OUTCOME: Confirmed circumst as previously detailed and acknowledged and apologised for incorrect advice previously provided reg flood cover etc. Advised insured I wanted to complete further Investigations into this matter and agree call her back by the end of business next Friday 18 February. 09/02/2011 11:33 AM 09/02/2011 11:33 AM 09/02/2011 02:24 PM	Claim:	CN:	Closed Adj:	DoL: 12/01/2011 St: (Technical Claims - Team E)
09/02/2011 05:22 PM Discussion with Insured ACTION: called insured who had requested the claim be escalated. OUTCOME: Confirmed circumst as previously detailed and acknowledged and apologised for incorrect advice previously provided region concerts advice previously provided the claim be escalated. Dutters that the loss is to be identified as flood, but feels betrayed and believes their ability to act on both their insurance con and any opportunity to protect their property was removed by the incorrect advice previously received an initial estimate for repairs for approx \$30-\$35K. NEXT ACTION: I am arranging to make inquiries into this matter and will call insured back to update her. 09/02/2011 11:33 AM Complaint Action: Complaint registered, ref no: 1672	to monimize a summer of the second	02:29 PM		
Discussion with Insured ACTION: called insured who had requested the claim be escalated. OUTCOME: Confirmed circumst as previously detailed and acknowledged and apologised for incorrect advice previously provided reg flood cover etc. Advised insured I wanted to complete further investigations into this matter and agree call her back by the end of business next Friday 18 February. Understands that the loss is to be identified as flood, but feels betrayed and believes their ability to act on both their insurance com and any opportunity to protect their property was removed by the incorrect advice received. Teceived an initial estimate for repairs for approx \$30-\$35K. NEXT ACTION: I am arranging to make the inquiries into this matter and will call insured back to update her. 09/02/2011 11:33 AM Complaint Action: Complaint registered, ref no: 1672		ACTION: Have agreed to meet w determined at meeting 17/2. NEX	T ACTION: Complete meeting and	rsday 17 February. OUTCOME: To be action any agreements as a result.
ACTION: called insured who had requested the claim be escalated. OUTCOME: Confirmed circumst as previously detailed and acknowledged and apologised for incorrect advice previously provided reg flood cover etc. Advised insured I wanted to complete further investigations into this matter and agree call her back by the end of business next Friday 18 February. If the understands that the loss is to be identified as flood, but feels betrayed and believes their ability to act on both their insurance cov and any opportunity to protect their property was removed by the incorrect advice received. received an initial estimate for repairs for approx \$30-\$35K. NEXT ACTION: I am arranging to make f inquiries into this matter and will call insured back to update her.	09/02/2011	05:22 PM		
Complaint Action: Complaint registered, ref no: 1672	Discussion with Insured	as previously detailed and acknow flood cover etc. Advised insured I call her back by the end of busine to be identified as flood, but feels and any opportunity to protect the received an initial estimate for rep	vledged and apologised for incorrect wanted to complete further investion ss next Friday 18 February. betrayed and believes their ability to ir property was removed by the inco- airs for approx \$30-\$35K. NEXT AC	t advice previously provided regarding ations into this matter and agreed to understands that the loss is likely act on both their insurance coverage prect advice received.
Action: Complaint registered, ref no: 1672		11:33 AM		
08/02/2011 02:24 PM	Complaint	Action: Complaint registered, ref r	ıo: 1672	
		02:24 PM		
Insured phoned User: Page 4 12/10/2011 12:4				12/10/2011 12:40 PM

Claim:

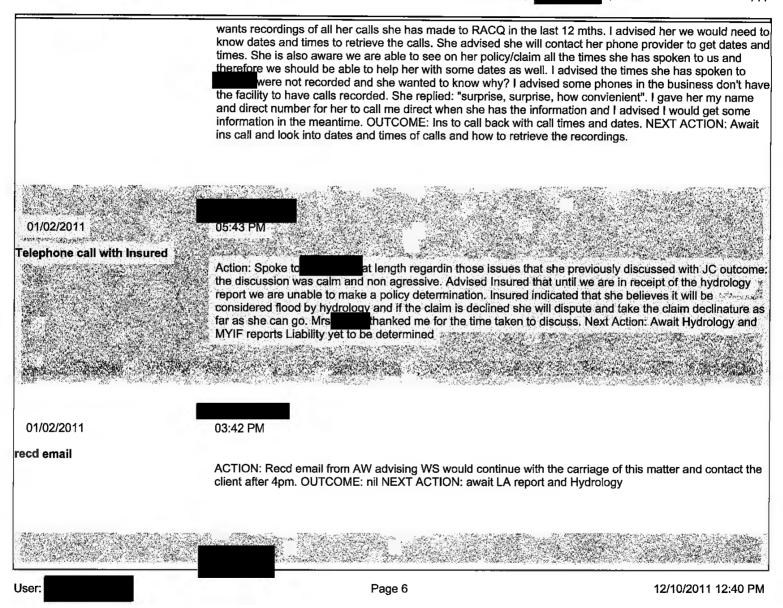
CN:

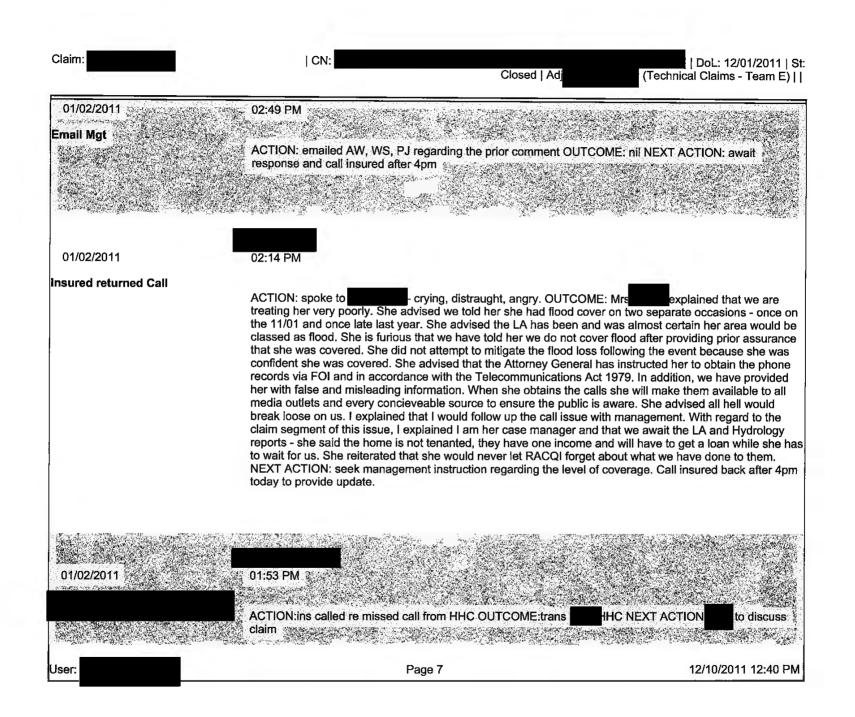
| DoL: 12/01/2011 | St: Technical Claims - Team E) | |



Closed | Adj:

/ Technical Claims - Team E) | |



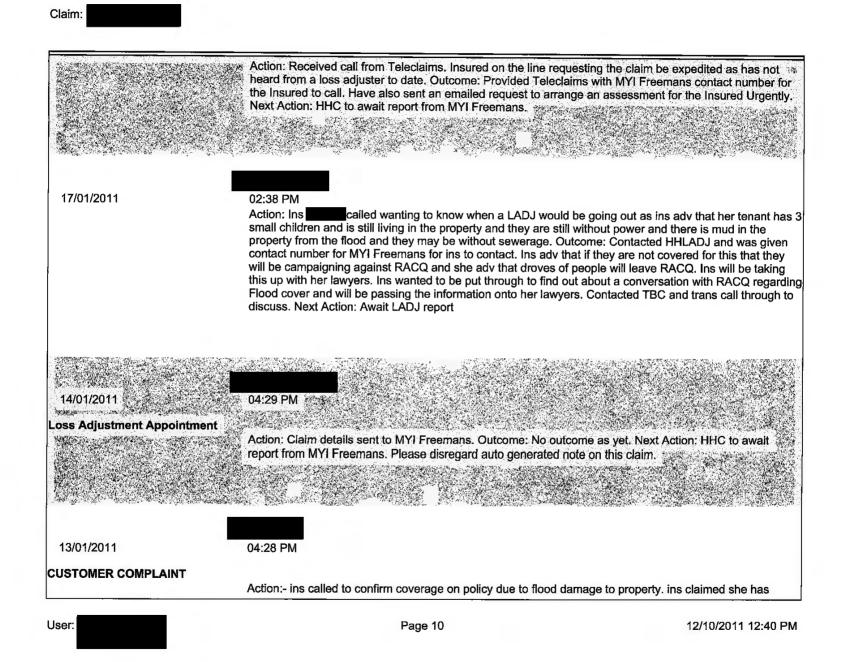


Claim:	CN:	Closed Adj:	(Technic	DoL: 12/01/2011 St: al Claims - Team E)

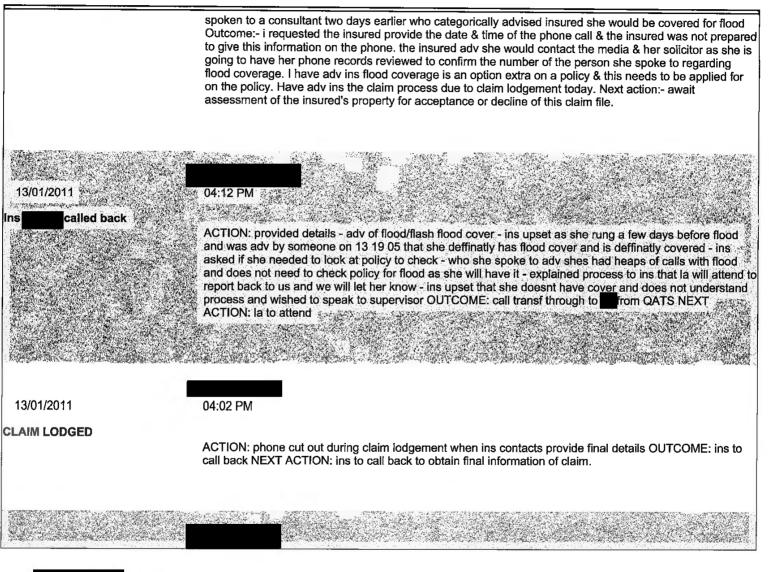


Claim:

01/02/2011	11:23 AM	
Called Ins Again	ACTION: Called ins left another message which included my name NEXT ACTION: await LA report	e and contact number - OUTCOME: nil
27/01/2011	12:29 PM	
Update	ACTION: COMPLETED rejection activities and set Conduct File R OUTCOME: UPDATED reserve. NEXT ACTION: PURSUE from MYIF.	eview activity. Claim is for consideration. response PURSUE first report
25/01/2011	09:34 AM	
Called Insured	ACTION: in response to insured complaint re information provided on voice mail that this is receiving the <u>attention of our</u> Sales and Pu call from them. NEXT ACTION: await	by TBC, I have called and left message roduct area and that she will receive a
17/01/2011 Call from Teleclaims	02:44 PM	
User:	Page 9	12/10/2011 12:40 PM

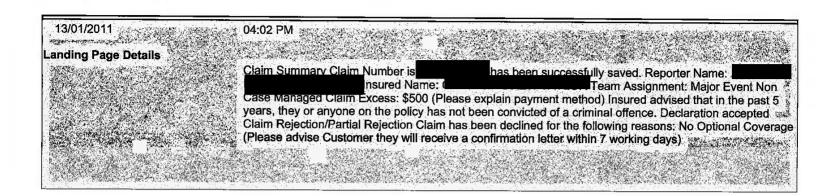






User:

12/10/2011 12:40 PM



User:

Claim:

12/10/2011 12:40 PM

Exhibit 60

Household Insurance

եկկանկերիրերվիկութ

037

BRIGHTON QLD 4017

MR

Thank you for insuring with RACQ Insurance in the previous period of insurance.

Your current policy expires at midnight on 13 Sep 2010. RACQ Insurance will automatically renew your policy by continuing to deduct the direct debit amount from your nominated financial institution. This document will become your new Certificate of Insurance. It provides information about the insured property and this policy, including excesses payable.

We may adjust the amount payable if you claim for loss or damage that occurs prior to the renewal date.

What do you need to do now?

- Your policy consists of your insurance Application, your latest Certificate of Insurance and your PDS and any SPDS. We refer to these documents as your policy.
- 2. Please read and follow the instructions on this Certificate of Insurance.
- 3. Keep this certificate and your PDS and any SPDS together in a safe place.

Payment options

	Payment
Annual payment	\$2,199.77
Monthly direct debit payment	\$183.32

Can we be of service?

If you need to change any details, obtain more information or insurance or confirm payment of this premium, please contact us. You can either phone 13 1905 or write to RACQ Insurance PO Box 4, Springwood 4127 or call into any RACQ Branch Office.

We draw your attention to your Duty of Disclosure and a number of questions which are on the back of this page.

Page 1 of 8

Direct debit amount \$183.32

Your policy number

Customer service

Website

Household Insurance

Your Duty of Disclosure

An important notice concerning information you are required to give us

The Insurance Contracts Act 1984 requires us to give you information about your insurance and for you to give complete and accurate information to us. This is known as Your Duty of Disclosure. Before entering a contract of insurance with us, and each time you vary or renew your policy we will ask you a number of specific questions.

In addition, if we invite renewal of the policy, we will forward our premium renewal notice to your last known postal address prior to the expiry date of the policy. This notice will include, amongst other matters, specific questions relating to you and the insured property.

What you must tell us

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this policy.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as if it had never existed.

If you do not understand

If you do not understand your duty, please contact us on 13 1905.

Your disclosure

Set out below are questions which are brought to your attention.

If the answers to all of the questions is "No", you need not tell us.

If the answer to any of the questions is "Yes", you must give us full details of that answer. You can do this by either phoning or writing to us, and quoting your policy number.

The questions for your attention:

In the previous period of insurance have you or any other person insured or covered by this policy:

been convicted of any criminal offence?

suffered any home or contents loss or damage whether an insurance claim was made or not, or had a liability claim made against you? had any insurance declined, cancelled, voided, insurance renewal refused, a claim rejected or special conditions imposed?

The following questions apply to each property insured or covered by this policy:

- Is there any person (other than family members permanently living with you) who owns or has an interest in the insured property and who is not shown as an insured person on this Certificate?
- 2. Is there any business conducted at the property address which is not shown on this Certificate?
- 3. If you have not paid this premium by the due date, has any accident or theft happened after that date?
- 4. Has any of the information shown on this Certificate changed?

Household Insurance

What you must do

For this Certificate to be valid, you and anyone else insured under this policy must carefully examine the Certificate information for its correctness and advise us of changes that have occurred over the previous period of insurance.

Policy holders



You are an RACQ Silver Club Member

Type of cover

1. HOME AND CONTENTS INSURANCE

You receive a discount for:

being an RACQ Silver Club Member combining your home and contents in one policy no claims on your home/contents having multiple products with RACQ Insurance

Period of insurance

from 13 Sep 2010 to midnight 13 Sep 2011

. . ..

Amount payable \$943.05

What you are insured for

	Sum Insured
HOME	\$290,000
CONTENTS AT THE HOME	\$82,000
SELECTED PERSONAL ITEMS ANYWHERE IN AUSTRALIA OF	R NEW ZEALAND

SELECTED PERSONAL ITEMS ANYWHERE IN AUSTRALIA OR NEW ZEALAND18ct white gold ring engagement ring cluster round cut\$500LEGAL LIABILITY\$20,000,000

We adjust Home and Contents sums insured to cover rising values and costs please check that the new sums insured meet your needs.

The policy covers the Home and Contents located at:

BRIGHTON 4017 which:

is a home is permanently occupied by you

will not be unoccupied for more than 60 consecutive days is structurally sound and well maintained (including all outbuildings)

is not used as a trade, business or professional workplace

has no other people besides family members residing at the property

Page 3 of 8

Your policy number

Customer service

Claims hotline

Website

Household Insurance

What optional covers are included and not included

	Home	Contents
Motor burnout	not included	included
Pet cover	n/a	not included
Group Cover	n/a	not included
Selected Personal Items	n/a	included
Advanced cover	not included	included
Flood and storm surge	not included	not included

Please refer to your Product Disclosure Statement (PDS) and any Supplementary Product Disclosure Statement (SPDS) for full details of the optional covers available.

If you would like to vary your cover please call us on 13 1905.

Security installed

deadlocks (key operated inside and out) on all external doors, other than security or screen doors key operated window locks on all accessible windows

Excess you contribute to any claim

APPLICABLE EXCESSES WILL BE ADDED TOGETHER

	Home	Contents
Excess	\$300	\$300
*Earthquake excess	\$300	\$300

*You contribute this additional amount to a claim for loss or damage caused by earthquake during any period of 48 consecutive hours.

Type of cover

2. HOME INSURANCE

You receive a discount for:

being an RACQ Silver Club Member no claims on your home having multiple products with RACQ Insurance

Period of insurance

from 13 Sep 2010 to midnight 13 Sep 2011

Amount payable

\$747.22

What you are insured for

	Sum Insured
HOME	\$290,000
LEGAL LIABILITY	\$20,000,000

We adjust Home sums insured to cover rising values and costs - please check that the new sums insured meet your needs.

Page 4 of 8

Your policy number

Customer service
13 1905

Claims hotline 13 7202

Website

Household Insurance

BASIN POCKET 4305 which:

The policy covers the Home located at: is a home is permanently occupied by tenants will not be unoccupied for more than 60 consecutive days is structurally sound and well maintained (including all outbuildings) is not used as a trade, business or professional workplace

What optional covers are included and not included

	TIOITIE
Motor burnout	not included
Flood and storm surge	not included

Please refer to your Product Disclosure Statement (PDS) and any Supplementary Product Disclosure Statement (SPDS) for full details of the optional covers available.

Homo

If you would like to vary your cover please call us on 13 1905.

Mortgagee

ANZ holds the first mortgage

Excess you contribute to any claim

APPLICABLE EXCESSES WILL BE ADDED TOGETHER

	Home
Voluntary Excess	\$150
*Earthquake excess	\$300

*You contribute this additional amount to a claim for loss or damage caused by earthquake during any period of 48 consecutive hours.

Type of cover

3. HOME AND CONTENTS INSURANCE

You receive a discount for:

being an RACQ Silver Club Member combining your home and contents in one policy no claims on your home/contents having multiple products with RACQ Insurance

Period of insurance

from 13 Sep 2010 to midnight 13 Sep 2011

Amount payable

\$509.50

What you are insured for

HOME

Sum Insured \$269,000

Page 5 of 8

Your policy number

Customer service 13 1905

Claims hotline 13 7202

Website

Household Insurance

What you are insured for (cont'd)

CONTENTS AT THE HOME	\$33,000
LEGAL LIABILITY	\$20,000,000

We adjust Home and Contents sums insured to cover rising values and costs please check that the new sums insured meet your needs.

The policy covers the Home and Contents located at:

BOREEN POINT 4565 which:

is a home is permanently occupied by you will not be unoccupied for more than 60 consecutive days is structurally sound and well maintained (including all outbuildings) is not used as a trade, business or professional workplace has no other people besides family members residing at the property

What optional covers are included and not included

	Home	Contents
Motor burnout	not included	not included
Pet cover	n/a	not included
Group Cover	n/a	not included
Selected Personal Items	n/a	not included
Advanced cover	not included	not included
Flood and storm surge	not included	not included

Please refer to your Product Disclosure Statement (PDS) and any Supplementary Product Disclosure Statement (SPDS) for full details of the optional covers available.

If you would like to vary your cover please call us on 13 1905.

Security installed

key operated window locks on all accessible windows steel bars / grilles on all accessible windows

Excess you contribute to any claim

APPLICABLE EXCESSES WILL BE ADDED TOGETHER

	Home	Contents
Voluntary Excess	\$500	\$500
*Earthquake excess	\$300	\$300

*You contribute this additional amount to a claim for loss or damage caused by earthquake during any period of 48 consecutive hours.

GST

This notice is not a Tax Invoice. If you need a Tax Invoice setting out the GST charged on this policy, please call and request one.

The premium is being paid by direct debit instalments.

Page 6 of 8

Your policy number

Customer service 13 1905

Claims hotline 13 7202

Website

Direct Debit Confirmation Certificate

Household Insurance

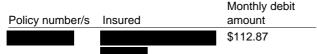
RACQ Insurance (Direct Debit User ID number

umber)

This certificate confirms your direct debit details based upon the information you gave us. Please check this document and call us if any of the following information is incorrect.

If no changes are required, deductions will continue on the dates and for the amounts stated below.

Direct debit details



Motor Vehicle Insurance

Effective dates from 25 July 2010 to 25 July 2011

An instalment of \$112.87 will be deducted on the 28 August 2010.

Subsequent monthly instalments of \$112.87 will be deducted on the 28th of each month.

Multiple payments may be deducted in the same month depending on your debit date.

Direct debit details

		Monthly debit
Policy number/s	Insured	amount
		\$183.32

Household Insurance

Effective dates from 13 Sept 2010 to 13 Sept 2011

An instalment of \$183.25 will be deducted on the 28 Sept 2010.

Subsequent monthly instalments of \$183.32 will be deducted on the 28th of each month.

Multiple payments may be deducted in the same month depending on your debit date.

Page 7 of 8

Your policy number

Customer service

Claims hotline

<u>Website</u>

Direct Debit Confirmation Certificate

Household Insurance

Financial institution details

Financial institution:

BSB number: Account name: Account number:



AUSTRALIA AND NEW ZEALAND BANKING

By choosing to pay by the month using the direct debit method, an annual fee of \$66.00 may apply which equates to \$5.50 per month.

Page 8 of 8

Your policy number

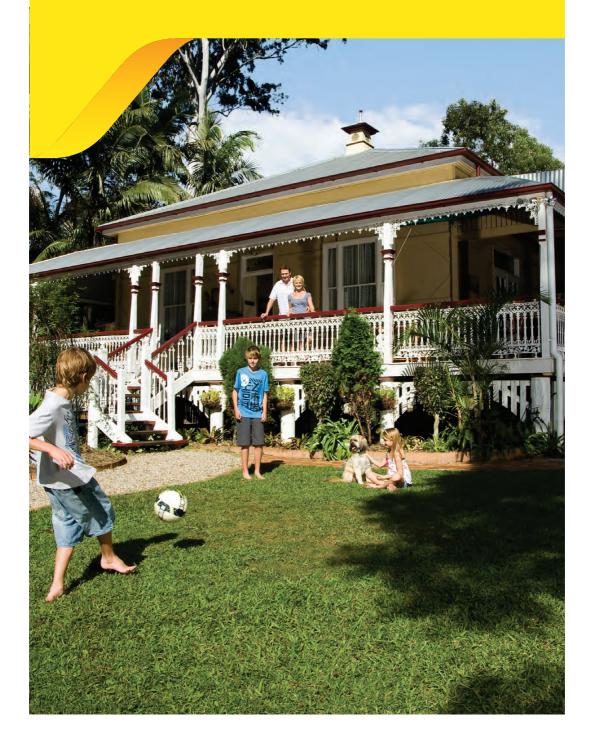
Customer service

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Household Insurance Policy

Product Disclosure Statement





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Welcome to RACQ Insurance

Thank you for insuring with RACO Insurance.

We are delighted to have you as a customer. Please do not hesitate to contact us if you have any questions about insurance or need help in making a claim.

RACQ Insurance is one of the largest providers of motor vehicle and household insurance in Queensland. Customers have access to a network of branches and agents throughout Queensland and a 24 hour, seven day-a-week call centre.

How to contact us

If you need more information or help with any of our products or services you can contact us:

• 7 days a week by telephone

Policy related enquires	13 1905 or any Branch
Claims related enquiries	13 7202 or any Branch
Emergency Home Assist	1800 800 552

- Visit one of our branches during business hours
- Visit our website: www.racqinsurance.com.au

How this policy works

RACQ Insurance Household Insurance policy is designed to provide you with comprehensive cover for your home and contents in the case of loss or damage caused by an insured event.

This policy provides cover for:

- The Insured events listed on pages 16 to 22
- The Additional benefits for your home and contents listed on pages 35 to 47
- Emergency Home Assist on page 47
- Options that you can add to your policy by paying more:
 - Motor burnout
 - Advanced cover
 - Group and/or selected personal items cover
 - Pet cover
 - Flood and storm surge This policy does not cover flood unless we have agreed and it is shown on your certificate of insurance.
 - Landlord's fixtures and fittings
 - Mortgagee's interest in a home unit
- Legal liability insurance.

All policy limits and values include all relevant statutory charges and taxes. This policy does not cover you for everything. For further details of the cover and the amounts we will pay for any claim, please read this Product Disclosure Statement (PDS).

If you decide to take out insurance with us, we will provide you with the cover you have chosen as described in your current certificate of insurance and this PDS.

We will send you a notice before the policy expiry date and we will tell you of any changes to this PDS in writing by providing you with a Supplementary PDS (SPDS).

Important information about your policy

Policy benefits

The table shown below is a summary of the policy benefits available. Please read the PDS for details of the extent of cover provided.

Cover provided	Benefit	Page
Additional living expenses	Contents cover up to 10% of sum insured	35
Attendance by a security firm	Contents cover up to \$750	35
Breakage of glass	Up to the sum insured	36
Campus cover	Contents cover up to \$5,000	37
Clean up costs	Up to 10% of the sum insured	38
Contents while in storage	Contents cover up to the sum insured	38
Contents in transit	Contents cover up to the sum insured for contents in transit to a new permanent address in Australia	39
Contents in a safe deposit box	Contents cover up to 10% of the sum insured	39
Credit card misuse	Contents cover up to \$1,500	40
Damage caused by emergency services	Home cover up to \$1,000	40
Demolition and redesign costs	Home cover up to 10% of the sum insured	40
Emergency Home Assist		47
Emergency and alternative accomodation	Home cover up to 10% of the sum insured	41
Funeral expenses	Up to \$5,000	41

Important information about your policy

Policy benefits

Cover provided	Benefit	Page
Inflation protection at renewal	Increase your sum insured at renewal	42
Loss of rent	Home cover up to 10% of the sum insured	42
Peace of mind protection	Home cover increase sum insured by the annual inflation protection adjustment in the event of a claim	43
Professional documents	Contents cover up to \$1,000	43
Re-key, recode or replacement of locks	Home cover up to \$500	43
Removal of debris	Up to 10% of the sum insured	44
Special occasion gifts	Contents cover up to \$1,000	44
Storage of contents after an event	Contents cover up to 10% of the sum insured	45
Storm damage to pool and/or spa covers	Home cover up to \$500	45
Temporary removal of contents	Contents cover up to 20% of the sum insured	46
Theft of purchased water	Contents cover up to \$200	46
Uninsured visitor's contents	Contents cover up to \$500	46

Important information about your policy

Policy discounts that you may be entitled to

Discount type	Benefit
No claim discount	You may be entitled to a no claim premium discount of up to 7% on your home and contents premium if you have not made a claim in the last 12 months.
Age discount	You may be entitled to a 10% premium discount where at least one (1) nominated insured is aged 55 years or over and the insured's own owner/ occupied dwelling is being insured. Also a 15% premium discount may apply where at least one (1) nominated insured is aged 55 years or over and the contents are being insured in either an owner/occupied or rented dwelling.
Senior card holder discount	A 15% premium discount may apply for Queensland Seniors Card Holders on Building Insurance and 25% discount may apply on Contents Insurance. The discount is restricted to owner/occupier's building and/or contents and tenant's contents only. The Seniors Card Holders Discount does not apply in addition to the existing age discount.
Alarm discount	You may be entitled to a premium discount of up to 10% on your contents premium for having an alarm installed that is monitored 24 hours per day 7 days a week by a monitoring facility.
Combined discount	If you are an owner/occupier, by combining your home and contents onto the one policy, you may be entitled to a combined premium discount of up to 13%.
Multi – policy discount	If you have three (3) or more qualifying policies/ covers, currently with RACO Insurance, you may be entitled to a premium discount of up to 5% for each qualifying cover.
Membership loyalty discount	You may be entitled to a premium discount of up to 17.5% based on your current RACQ Membership level.

Important information about your policy

The PDS and SPDS describe the types of insurance cover available to you. Please read these documents carefully and keep in a safe place along with your certificate of insurance.

The certificate of insurance is a separate document that forms part of your policy. It describes the type of insurance you have taken out, and provides specific details about your building, contents and other items of value covered under your policy. It also specifies the limits of cover (sums insured), additional benefits, optional covers, the period of insurance, any special conditions, details of any excesses that apply and premium payment. Please check any certificate of insurance you receive when you start your policy and each time you vary or renew it.

RACQ Insurance Limited is the issuer of this insurance and is responsible for the obligations set out in our PDS and any SPDS documents.

Cooling-off period

When you take out or renew a policy with RACQ Insurance we provide a cooling-off period of up to 21 days. The cooling-off period starts from the date and time this policy was issued, or from midnight immediately preceding any renewal date.

If you wish to take advantage of the cooling-off period and cancel this policy from the date and time this policy was issued, you must advise us during the cooling-off period and the premium paid for the policy will be refunded in full providing a claim has not been made.

Important information about your policy

Duty of Disclosure

The *Insurance Contracts Act 1984* requires us to give you information about your insurance and for you to give complete and accurate information to us. Before entering a contract of insurance with us, and each time you vary or renew your policy, we will ask you a number of specific questions.

What you must tell us

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, or which a reasonable person in the circumstances, would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this policy.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as if it had never existed.

If you do not understand

If you do not understand your duty, please contact us.

Important information about your policy

Evidence of ownership

We require you to keep evidence of the purchase and value of your building and contents.

You may be required to provide proof of ownership and evidence of its value if you make a claim under this policy. Such proof includes but is not limited to receipts, valuations, model and serial numbers, photographs, credit card or bank statements.

Personal information

The personal information you give us is used to set-up and administer your Household Insurance Policy. It is used to determine the extent of insurance risk that you have proposed and plays a role in determining fair and competitive premiums. If you make a claim, your personal information enables us to determine your entitlement. If you do not provide the information we request then this can either delay or prevent us from providing the insurance you want or allowing your claim. To obtain a copy of our Privacy Statement please visit our website, www.racqinsurance.com.au

General Insurance Code of Practice

The purpose of the General Insurance Code of Practice is to establish standards of practice for insurers that we at RACQ Insurance adhere to and support. You may obtain a copy of the Code from the Insurance Council of Australia web site www.insurancecouncil.com.au or by phoning them on 1300 728 228.

Word / term	Meaning
Accidental	Unexpected and unintended from your point of view.
As new	Repair or replacement with new items or materials regardless of the age of the insured item or property.
Business	Any business, trade, profession or other activity from which income is earned except: •casual baby sitting, casual child minding or garage sales of a domestic nature, all conducted at the property address; and •the domestic rental of a home if the home is insured under this policy, provided you have previously told us that the home is rented out.
Collection	A number of items that have been gathered together according to some unifying principle or orderly arrangement as part of an interest or hobby with the intent of collecting. Examples include but are not limited to collections of coins, stamps, models, toys, badges, and spoons, and unless we agree collections would exclude items bought for consumption, such as a wine collection. Contents cover limits apply as shown on page 34.
Common area	The area of a community title scheme, strata title scheme or flats which does not form part of your lot or tenancy, including but not limited to garages, storage areas, parking areas, walkways and stairwells that are not secure and over which you do not have exclusive use under the by-laws of your body corporate or tenancy agreement.

Word / term	Meaning
Consequential loss	 Any loss or additional expense arising indirectly from an event that is covered by this policy. For example consequential loss may be: •any additional expense in replacing undamaged property so as to create a uniform appearance; •the inability to match the bricks following impact damage to a brick wall; •reduction in value following repair or replacement of lost or damaged property.
Contents	Your contents shown as insured on page 29.
Cost to us	What it would cost us, including any discounts that are available to us, to repair or replace the item or property at the time the loss or damage occurred.
Emergency	Is a circumstance, which poses an immediate threat to the physical safety of your home or contents, such as a burst water pipe or during a storm a branch falls through the roof of your home.
Excess	The amount you have to pay us or bear towards the cost of a claim under this policy. All excesses are shown on your certificate of insurance.
Family or your family	Your spouse, your de facto spouse, your parents and parents in-law, your brothers and sisters, your or your spouse's or de facto spouse's children, who all usually reside with you at the insured property address.
Fixed swimming pool	Includes an in ground pool or an above ground pool and their fixed accessories where erection or installation of the pool required earthworks, construction of decks, ladders, fencing or the like of a permanent nature.
Flood	Rising water which enters your home as a result of it running off or overflowing from any origin or cause. <i>This policy does not cover flood unless we have agreed and it is shown on your certificate of insurance.</i>

Word / term	Meaning
Flash flood and stormwater run-off	A sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run-off.
Forcible entry	Unlawful entry into your home or living quarters including unlawful use of keys or lock picking. Forcible entry does not mean opening an unlocked door, window or skylight.
Home	Your home shown as insured on page 23.
Insured property address	The property address shown on your certificate of insurance as the location of the insured home and/or its contents.
Negotiable instrument	Cash, bank notes, savings certificates, money orders, gift vouchers, stamps (not part of a collection).
Open air	Means anywhere within the insured's property address that is not fully enclosed and lockable.
Pair/set	Contents items or articles that are regarded as a unit. Examples are earrings, golf clubs, candle holders, dinner set, ornaments.
Personal items	Your personal items shown as insured on pages 50.
Policy	 The contract includes: your application for insurance and any application for renewal; this PDS; the certificate of insurance; any issued SPDS.
Premium	The amount you pay to obtain the insurance cover. It includes any compulsory government statutory charges, levies, duties and taxes where applicable.
Renovations	When any part of the roof, floor or the external walls are removed for the purpose of additions, alterations, repairs or decoration.
Retaining wall	A wall which is not part of the residential building, designed to hold back or prevent the movement of earth or water.

Word / term	Meaning
Specified contents	Contents items that have a higher value than the limit shown on page 34. You will need to have them specifically listed on your certificate of insurance and pay an additional premium.
Sporting equipment	Is equipment used in sporting activities (whether or not for competition), leisure and recreational activities. Sporting equipment does not include, camping equipment, diving equipment, parachute, model craft, hang glider, aircraft, motor vehicle, motor cycle, trail bike, mini bike, motorised go- cart, or any spare part or accessory for the equipment (including any helmet, gloves, boots, goggles or over-suit).
Storm	A violent disturbance of the atmosphere associated with strong winds including a cyclone, lightning, heavy rain, hail or snow, but not continuous bad weather by itself.
Storm surge	An increase in the level of the sea associated with a tropical cyclone or other intense storm.
Temporary/non fixed swimming pool	An inflatable or aboveground swimming pool or spa mounted on their own accessories or on a temporary site.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from the nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or puts the public, or any section of the public, in fear.
Tools of trade	Any tools whose principal use is in connection with a business.
Tsunami	An ocean wave that has its origins in an under water earthquake or volcano.

Word / term	Meaning
Unoccupied	The home situated at the insured property address has not been occupied for more than 60 days, and we have not been told of this beforehand. Occasional overnight stays of less than one night a week on average during the 60 day period does not mean the home is being occupied.
We, us	RACQ Insurance Limited. ABN 50 009 704 152 AFS Licence Number 233082.
You, your	The person or persons shown as the policy holder/s on the certificate of insurance and your family who usually reside with you at the property address.

Calculating your sum insured

Help with calculating your home sum insured

Your home building sum insured needs to be sufficient to cover the cost of rebuilding your home in the unfortunate circumstance of total destruction by an insured event.

The cost of rebuilding is based on the materials and labour needed – not your home real estate market value.

You can refer to the following sources to assist in calculating a reasonable sum insured for your building:

- building industry professionals, such as licensed builders, architects or valuers
- RACQ Insurance website calculators www.racqinsurance.com.au
- ask us for a copy of our valuation guide.

For each subsequent renewal, we will increase your selected sum insured to allow for increased building costs as detailed on page 42.

You are responsible for calculating the sum insured on the cost of rebuilding your home. If you do not have an adequate sum insured, you may be out of pocket if you suffer loss or damage to your home.

Calculating your sum insured

Help with calculating your contents sum insured

When you add up the replacement value of your household contents, it can be more than you think. Contents insurance covers items in your home, from furniture and carpets to valuables and sentimental items.

How much cover do you need?

By telling us exactly how much cover you require for your contents, you know for sure that you're not wasting money on cover you don't need. To make sure your contents are fully covered, go through the house room by room and write down what it would cost to replace each item at today's prices. You may also refer to the calculators available on the RACQ Insurance website or ask us for a copy of our valuation guide.

'New for old' cover

This means that if your contents (not clothing) get damaged or stolen, and we can not or elect not to repair, we will replace your contents.

Protecting valuable items

If you've got valuable items worth more than the amounts shown on page 34 – for example if you have a piece of jewellery worth more than \$2,000 or works of art worth more than \$2,000 – let us know, as these need to be specifically noted on your certificate of insurance and insured for their full value.

If your home is covered by this policy the word home will be shown on your certificate of insurance. We cover your home for loss or damage caused by any of the insured events, which happen at the property address during the period of insurance.

If the contents of your home are covered by this policy, the word contents will be shown on your certificate of insurance. We cover your contents for loss or damage caused by any of the insured events, which happen at the property address during the period of insurance.

We cover you for loss or damage caused by the insured events listed on pages 16 to 22. If you want protection from loss or damage caused by other events you should consider the "Optional covers for extra peace of mind" section of this policy.

Damage caused by weather...

x	oss or damage: caused by rain, hail or snow after it has reached the ground; caused by rain or wind entering the
	home unless it enters through an opening in the windows, walls or roof made by a storm; to garden borders, paths, driveways, paving, free standing or retaining walls (whether or not part of the home), tennis courts and other playing surfaces; to paint and/or external coatings of buildings when there is no structural storm damage to other parts of the home; to swimming pool and spa covers, liners and the like other than loss or damage covered under Additional benefit; Storm damage to pool and/or spa covers on page 45; to a glasshouse whether constructed principally of glass or not; during the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: • in conjunction with your signing a contract to purchase the home; or • to replace a policy with us or another insurer from the date and time that other policy expired. caused by storm surge; caused by power surge.
Tsunami	
Earthquake	

× Not covered

Damage caused by weather...

What is covered	What is not covered
Flash flood and stormwater run-off A sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run-off	 Loss or damage caused: > by flood; > to swimming pools or spas and their covers, liners and the like; > to the water in swimming pools or spas; > by water being absorbed through floors, external and internal walls of your home (including rising damp) and any subsequent loss or damage to contents including carpets; > by hydrostatic pressure building up below or behind any part of your home or structure including a swimming pool, spa or tank; > to garden borders, paths, driveways, paving, free standing or retaining walls (whether or not part of the home), tennis courts and other playing surfaces; > by storm surge or any other action of the sea; > by power surge; > during the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: in conjunction with your signing a contract to purchase the home; or to replace a policy with us or another insurer from the date and time that other policy expired.
Lightning including power surge caused by lightning strike	 Loss or damage caused: *by power surge or power fluctuations not caused by lightning; *where there is no reasonable evidence that lightning was the cause of damage.
× Not covered	

Criminal acts against you...

What is covered	What is not covered
Theft including attempted theft or burglary Vandalism, malicious or intentional damage	Loss or damage caused by theft, vandalism, malicious or intentional damage: × by someone who entered the home with your consent or the consent of someone usually living there; × by the tenant of your home or any persons invited by your tenant to enter the home; × to cash, negotiable instruments or legal tender when entry is gained through an open or unlocked door, window or skylight; × to contents in a room in a boarding house, dormitory, nurses quarters, barracks or the like when entry is gained through an open or unlocked door, window or skylight; × from common areas; × if your home was deemed to be unoccupied at the time the loss or damage occurred.
Riot or civil commotion including the acts of lawful authorities in controlling such occurrences × Not covered	

Accidents that cause damage to your home and/ or contents...

What is covered	What is not covered
 Bursting, leaking, discharging or overflowing of liquids from: dish and clothes washing machines; water catchment trays of refrigerators, freezers and evaporative air conditioners; waterbeds; pipes, gutters, drains designed for carrying liquid which are fixed or connected to the home; fixed domestic apparatus such as but not limited to water tanks, lavatory cisterns and pans, baths, basins, sinks but not a shower recess or cubicle; water mains located at or adjacent to the property address. Locating the source of leaks If damage has been caused to your home by the escape of liquid, we will pay for the reasonable cost of locating the source of the escape if it is unknown. In addition to the home sum insured, the most we will pay for locating the source of the escape in any one claim is 10% of the home sum insured. Not covered 	 Loss or damage caused: ×to the apparatus or device which burst, leaked, discharged or overflowed (this includes a shower recess or cubicle); ×by the escape of liquid occurring as a result of a gradual process of bursting, leaking, discharging or overflowing unless you can show: if your home is damaged – that this policy covered your home and it was current for the whole of the time that the damage was occurring; or if your contents are damaged – that this policy covered your contents and it was current for the whole of the time that the damage was occurring; and you or any tenant of your home could not reasonably have been expected to have known that the process was occurring. ×by a leak that you knew about and had not fixed before the loss or damage occurred; ×if your home was deemed to be unoccupied at the time the loss or damage occurred. We will not pay for the cost of the escaped liquid.

Accidents that cause damage to your home and/ or contents...

What is covered	What is not covered
 Impact Impact at or adjacent to the property address by: a vehicle or craft designed for use on, the road or water; a falling tree or part of a tree including the cost of removal and disposal of the tree or branch that has damaged the home; space debris or debris from a rocket or satellite; aircraft; a satellite dish, solar hot water tank, television or radio aerial which breaks or collapses. 	 Loss or damage caused: *to garden borders, driveways, paths, paving, playing surfaces, underground services or retaining walls caused by a vehicle or craft designed for use on the road or water; *by a tree or part of a tree cut down by you or any person living in the home or any person acting with your or their consent; *the cost of removing the tree stump.
Explosion	 Loss or damage caused: *to a vessel or apparatus that is the source of an explosion; *if your home was deemed to be unoccupied at the time the loss or damage occurred.
× Not covered	

Accidents that cause damage to your home and/ or contents...

What is covered	What is not covered
Fire	Loss or damage caused by scorching, melting, heat damage: *where there was no flame; or *where your home or contents have not caught fire; or *where fire or heat was required as part of a process such as but not limited to a stove, fireplace, chimney, oven, electric element, iron or saucepan. Loss or damage: *arising from bushfire for the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: • in conjunction with your signing a contract to purchase the home; or • to replace a policy with us or another insurer from the date and time that other policy expired. *if your home was deemed to be unoccupied at the time the loss
	or damage occurred.
Acts of animals	Loss or damage caused by pets, animals or livestock kept by you or any person usually living in your home.
× Not covered	

× Not covered

What we insure as your home

Your residential building situated at the insured property address including:

- other buildings such as garages, sheds, pergolas, carports and the like that are used for domestic purposes;
- fixed wall coverings, ceiling coverings and floor coverings excluding carpets;
- fixed barbecues, clothes hoists, external blinds and awnings, shade sails, aerials and masts;
- outdoor water and sullage pumps attached to service pipes or drains;
- fixed swimming pools, spas or saunas and their associated pump motors and filters;
- fixed outdoor water tanks;
- fixed solar appliances;
- paths and paving and playing surfaces;
- fencing, walls and gates;
- garden borders and driveways;
- built-in furniture;
- gas, water, electricity or other services (whether underground or not) that are your property or that you are legally liable to repair or replace;
- apparatus or appliances permanently fixed to the gas, plumbing or electrical systems including fixed or built in:
 - air conditioning units, ovens, stoves, range hoods and dishwashers;
 - ceiling fans and ceiling exhaust fans.
- a transportable home that is fixed to foundations anchored into the ground and connected to all services on the site;
- an unregistered caravan or mobile home which:
 - is not used on a public road;
 - is used by you solely as your permanent or temporary residence;
 - includes its fixtures and fittings and annexe, but not a fabric annexe over five years old.
- Iandlord's:
 - fixtures and fittings;
 - floor coverings and carpets;
 - light fittings and window coverings.

What we do not insure as your home

What is not covered:

×retaining walls;

- *temporary homes or structures;
- *homes under construction or reconstruction other than as provided for in renovations to your home on page 28 of this policy;
- ×floor carpets other than landlord's carpets;
- ×a hotel, motel, boarding house or barracks;
- ×fences, sheds, stables or other structures used or intended to be used for agricultural business purposes or any other business;
- ×the land on which your home is constructed;
- ×a campervan, bus, semi-trailer, rail carriage, tram, watercraft or aircraft;
- ×a caravan or mobile home which is:
- registered;
- used on a public road; or
- not used solely as your permanent or temporary residence.
- ×boat jetties, pontoons or a wharf except if shown on your certificate of insurance as being part of your home;
- ×glasshouse or greenhouse whether constructed principally of glass or not;
- ×a home unit other than a duplex unit;
- *temporary/non fixed swimming pools or spas;
- ×lawns, trees, shrubs, plants and hedges.
- × Not covered

Settling your claim

If your certificate of insurance shows that you have home insurance we will cover your home for loss or damage as a result of an insured event occurring during the period of insurance.

We may choose at our option to:

- rebuild or repair your home as new; or
- pay you the cost to us of rebuilding or repairing your home as new including any additional costs (relating only to that part of the home that was damaged) necessary to comply with government or local government laws existing at the time of damage occurring, provided that at the time of original construction the laws and by-laws prevailing then were complied with; or
- pay you the home sum insured; or
- settle, when allowance for wear and tear or lack of maintenance of the property is to be made, as explained in "Claims settlement other than on an as new basis" on page 26.

We will pay up to the home sum insured shown on your certificate of insurance less any applicable excess.

If we choose to pay you the cost to us of rebuilding or repairing your home or the home sum insured, we may first pay to a mortgagee or credit provider who is identified on your certificate of insurance, the amount owing by you to the mortgagee or credit provider in respect of the mortgage of your home up to the home sum insured.

The terms and conditions of this policy apply to a mortgagee or other credit provider in the same manner as they apply to you.

We will pay for materials of a similar kind and quality if the original materials are not readily available in Australia.

If the home is totally destroyed and we choose to rebuild it, you may choose to rebuild it on another site but only if we have agreed.

Claims settlement other than on an as new basis

The amount we pay for rebuilding or repairing damage will be reduced from an as new basis to an amount that would place you in the same position you were in immediately before the loss or damage occurred with due allowance for age, wear, tear and where applicable, lack of maintenance of the property in the following circumstances:

- where the home was not in a sound condition or well maintained at the time of the loss or damage occurring;
- where you are the landlord, for floor carpets that were damaged that were over 10 years old;
- if the rebuilding or repairs of your home are not commenced by you within 12 months from the date of loss, unless you can demonstrate a longer period of time is reasonable;
- if you do not cooperate with us in exercising our option to rebuild or repair your home.

The most we will pay you for home claims

What is covered	What is not covered
Flash flood and stormwater run-off We will pay up to 50% of your home sum insured or \$25,000, whichever is higher.	
 Rebuilding or repairing of that part of the home that was damaged or destroyed. We will pay: up to the home sum insured shown on your certificate of insurance less any applicable excess; 50% of the cost of repairing or replacing up to 2 kilometres of dividing fences, walls and gates that form part of a shared boundary; replacement of window, wall, floor or ceiling coverings in the room, hall or passageway where the damage is evident; materials of a similar kind and quality if the original materials are not readily available in Australia. 	We will not pay for: *additional expenses for replacing or matching undamaged parts to create a uniform appearance; or *extra costs of rebuilding or repairing your home to a better condition than when the home was damaged or destroyed. If, prior to the loss or damage, your home or part of it was intended to be demolished or was subject to demolition order, we will pay only the salvage value of the home or that part as if it had already been demolished.
Landlord fixtures and fittings We will pay up to 5% of your home sum insured.	
Any amount we pay for this benefit will reduce your home sum insured by a corresponding amount.	
You can choose to insure a higher amount for landlords fixtures and fittings as an optional cover (refer to page 53).	
× Not covered	

The most we will pay you for home claims

What is covered	What is not covered
Renovations to your home If the insured home is undergoing	
renovations, then until the roof,	
floor or external walls have been	
replaced, the cover provided by this policy is limited to loss or damage	
to the home and building materials	
at the property address shown on	
the certificate of insurance caused by the following Insured Events:	
• Fire;	
• Explosion;	
• Lightning;	
• Earthquake;	
 Riot or civil commotion; Impact and damage caused by 	
abnormally high winds.	

What we insure as your contents

Those household goods and personal items located in your residential building situated at the insured property address including:

- carpets fixed and unfixed;
- contents in the open air;
- electrical appliances such as washing machines, refrigerators, freezers, dryers, portable heaters;
- firearms legally registered and stored;
- furniture and furnishings;
- furniture and furnishings in an office or surgery in your home;
- home entertainment appliances such as TVs, DVD players, stereo systems;
- household tools and tools of trade;
- internal blinds and curtains;
- non-fixed light fittings;
- non-registered:
 - golf buggies;
 - motorised wheelchairs;
 - lawn and garden appliances.
- remote-controlled models or toys;
- personal items;
- sailboards, windsurfers, surfboards, canoes, kayaks, non-motorised surfskis, waterskis;
- temporary/non-fixed swimming pools;
- non-structural fixtures and fittings not insurable by any other policy of insurance if you own and occupy a home unit that is part of a community title scheme or strata title scheme;
- landlords fixtures and fittings for which you are responsible under the rental agreement and non-structural fixtures and fittings installed by you with the permission of your landlord.

What we do not insure as your contents

What is not covered:

×structural improvements to the home;

- *travel tickets or other forms of tickets or coupons, lottery tickets and competition entry forms and the like;
- ×registered securities;
- precious metals in the form of bars or bullion, precious or semiprecious uncut or loose gems;
- ×motor vehicles, motor cycles, trail and motor bikes, motorised scooters, trailers and caravans, their tools, parts, spare parts and accessories whether fitted or not;
- ×golf buggies or motorised wheelchairs that are required to be registered;
- ×aircraft or watercraft, their tools, parts, spare parts and accessories whether fitted or not (other than sailboards, windsurfers, surfboards, canoes, kayaks, non-motorised surfskis, waterskis or remotecontrolled models or toys);
- ×lawns, trees, shrubs, plants and hedges;
- ×pets, livestock, fish or birds;
- ×credit, debit or any other form of financial transaction card;
- ×contact lenses while engaged in sporting and water activities;
- ×stock in trade or any property or materials used in a business, other than tools of trade and home office equipment;
- ×mobile phones and their accessories;
- ×apparatus or appliances permanently fixed to the gas, plumbing or electrical systems;
- × contents of a caravan or mobile home which is, or is required to be registered;
- *the following items of property when they are contents of a caravan or mobile home:
- sailboards, windsurfers, surfboards, canoes, kayaks, non-motorised surfskis, waterskis and their spare parts and accessories;
- musical instruments, sporting equipment;
- computer equipment;
- collections of any kind.
- × Not covered

Settling your claim

If your certificate of insurance shows that you have contents insurance we will cover your contents for loss or damage as a result of an insured event occurring during the period of insurance.

We may choose at our option to:

- repair the item as far as reasonably possible to the original condition it was in, using materials that are readily available in Australia; or
- replace the item with a new item (regardless of brand or supplier) which is available in Australia and which is its nearest equivalent (in terms of quality and price) at the time of loss or damage; or
- if you do not want us to repair or replace an item, we will pay you the reasonable cost to repair or replace the item, but only if we have agreed to this; or
- pay you up to the contents sum insured, or if you have chosen Selected personal items cover, pay you the sum insured for that item; or
- If you have chosen Group cover, pay up to the maximum overall sum insured limit.

We will pay up to the sum insured shown on your certificate of insurance less any applicable excess.

If an insured item consists of a pair, set or collection, we will pay only for the repair or replacement of the lost or damaged part. If we cannot repair or replace the part, we will pay the proportional replacement value of only that part. We do not pay for any decrease in the value of the pair, set or collection. If we replace or pay for an item, the lost or damaged item becomes our property.

Claims settlement other than on an as new basis

We will adjust your contents claim for age, wear and tear for the following items:

- floor carpets that were over 10 years old;
- clothing.

The most we will pay you for contents claims

What is covered	What is not covered
Cash, currency and negotiable instruments We will pay up to \$300 for theft of, loss of or damage to cash, treasury notes, bank notes, savings certificates, stamps (not forming part of a collection) or other forms of negotiable instruments.	We will not pay for loss or damage caused by: *entry gained through an unlocked door, window or skylight.
Contents in the open air For contents in the open air at the insured property address, we will pay up to the contents sum insured, if they are lost or damaged as a result of an insured event. If the loss or damage is a result of theft, the most we will pay for such contents is 5% of the contents sum insured. Contents cover limits apply as shown on page 34.	We will not pay for loss or damage caused by:
Contents in your home For contents that are in an entirely enclosed and lockable part of your home, we will pay up to the contents sum insured less: • any amount paid as contents in the open air.	
Flash flood and stormwater run- off We will pay up to 50% of your contents sum insured or \$25,000, whichever is the higher, but not exceeding your contents sum insured.	

× Not covered

The most we will pay you for contents claims

What is covered	What is not covered
 Office equipment We will pay up to \$10,000 in total for all items in the following groups not specifically listed on your certificate of insurance if they are lost or damaged as a result of an insured event: computer equipment including associated hardware and accessories; office equipment (other than computers, associated hardware and accessories); copy written purchased software for which you hold a licence but not custom written software and data; furniture and furnishings in an office or surgery in your home. 	
Refrigerated foodstuffs and goods We will pay up to \$500 in total for spoilage of foodstuffs and other goods stored in your domestic freezers or refrigerators (including the reasonable cost of temporary alternative refrigeration and ice) if caused by an insured event covered by this policy.	We will not pay for loss or damage to: *a refrigerator or freezer caused by spoiled food.
Renovations to your home If the home in which you reside is undergoing renovations, then until the roof, floor or external walls have been replaced, the cover provided by this policy is limited to loss or damage to the contents at the property address shown on the certificate of insurance caused by the following Insured Events: • Fire; • Explosion; • Lightning; • Earthquake; • Riot or civil commotion; • Impact and damage caused by abnormally high winds.	
Tools of trade We will pay up to \$2,000 in total, for tools of trade used wholly or partly in any business lost or damaged as a result of an insured event.	

× Not covered

The most we will pay you for contents claims

What is covered	What we will pay
* Watches, jewellery and gold or silver artefacts (but not bullion)	Up to \$2,000 for each item or set, but not more than a total of \$6,000
* Cameras and camera accessories	Up to \$2,000 total
* Movie or video cameras and camera accessories	Up to \$2,000 total
* Hand woven rugs and mats	Up to \$1,000 each
* CDs, DVDs, audio and video tapes, records, computer discs, game cartridges and consoles	Up to \$5,000 in total
* Paintings, pictures, drawings, works of art, figurines, moulded objects, vases or curios (not being jewellery, gold, or silver artefacts)	Up to \$2,000 for each item or set, but not more than a total of \$12,000
* Stamp collections and collector's non-negotiable currency	Up to \$2,000 in total
* Collections, medals or memorabilia	Up to \$2,000 in total
* Group cover for personal items listed on page 51 Includes accidental damage cover in Australia or New Zealand	Up to the maximum overall sum insured limit shown on your certificate of insurance. Refer to page 50 for the maximum overall sum insured limits you can choose for your Group cover personal items
* Selected personal items cover for items listed on pages 51 Includes accidental damage cover in Australia or New Zealand	Up to the sum insured for that item listed on your certificate of insurance
Additional benefits or options	Up to the limit shown for that additional benefit or option
All other contents items	Up to the contents sum insured unless a separate limit applies

If your contents items have a value higher than the limit shown above, you will need to have them specifically listed on your certificate of insurance and pay an additional premium to ensure you are covered for their full value. Proof of ownership will be required in the event of a claim.

What is covered	What is not covered
Additional living expenses Contents cover If you are a tenant or an owner-occupier of a home or home unit at the property address that has been accidentally damaged by an Insured Event during the period of insurance rendering it unfit to live in, we will pay for your reasonable additional living expenses until the home or home unit is fit to live in.	We will not pay for: *rent; *any other direct accommodation costs.
We will also pay for additional living expenses such as telephone or electricity connection fees at your temporary place of accommodation.	
In addition to the contents sum insured, the most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.	
Attendance by a security firm Contents cover We will pay up to \$750 towards the cost incurred by you for a security firm to respond to a monitored alarm signal at the insured property address.	We will not pay for: *any amount unless the security firm attendance was in connection with a claim for an insured event for which we have agreed to pay.

× Not covered

What is covered	What is not covered
Breakage of glass Home cover If they are part of your home and accidentally broken, we will pay for the cost of repairing or replacing: • fixed glass; • a sky light; • porcelain, marble, granite, fibreglass or polymarble in a sink, basin, shower base, bath or toilet; • glass or ceramics in a stove top, forming part of your home which happens during the period of insurance. The most we will pay for this additional benefit for any one claim is the home sum insured.	We will not pay for damage to or breakage: ×where the break does not extend through the entire thickness of the item; ×of glass in a glasshouse, conservatory or greenhouse; ×of any tiles or tiled furniture forming part of the home; ×if your home was deemed to be unoccupied at the time the damage to or breakage occurred.

What is covered	What is not covered
Breakage of glass Contents cover If they are accidentally broken, we will pay for the cost of repairing or replacing glass forming part of an item of furniture located in the home at the property address which happens during the period of insurance. The most we will pay for this additional benefit for any one claim is the contents sum insured.	 We will not pay for damage to or breakage: *where the break does not extend through the entire thickness of the item; *of a picture tube or screen of a television or visual display unit except if advanced cover applies to contents; *of glass forming part of a radio or clock, vase, ornament or lamp except if advanced cover applies to contents; *of glass in a picture frame other than a wall hanging picture frame; *of glass in mirrors normally carried by hand; *if your home was deemed to be unoccupied at the time the damage to or breakage occurred. This cover is limited to accidental breakage of glass forming part of an item of furniture. Cover does not extend to include breakage of other materials such as porcelain, marble, granite, fibreglass, polymarble or ceramics.
Campus cover Contents cover We will pay up to a maximum of \$2,000 for any one item, \$5,000 in total for your contents following loss or damage caused by an insured event whilst your contents are contained in a residential lockable room where you are residing within any student campus located in Australia. Contents cover limits apply as shown on page 34.	 We will not pay for: *loss of or damage to cash or negotiable instruments, jewellery of any kind, watches, gems, gold, silver or any other precious metal; *theft from common areas or open air; *theft without signs of forcible entry; *any amount that we have agreed to pay for under the Additional benefit: Temporary removal of contents on page 46.

× Not covered

What is covered	What is not covered
 Clean up costs Home and/or contents cover When your contents are lost or damaged due to theft, we also will pay the cost of cleaning up: any mess left inside your home by the persons responsible for the theft; the debris left after police forensic testing. 	
If your home is insured, we will clean up graffiti and repair damage caused during the process of police forensic testing.	
In addition to the sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home and/or contents sum insured, whichever is applicable.	
Contents while in storage Contents cover If your contents have been removed from the property address, and are in storage, we will pay for loss or damage to your contents caused by an insured event which happens during the period of insurance, but only if you tell us beforehand and we agree to cover them. The most we will pay for this additional benefit for any one	 We will not pay for: *loss of or damage to cash or negotiable instruments, jewellery of any kind, watches gems, gold, silver or any other precious metal; *storage of contents beyond 60 consecutive days commencing on the first day of storage, or extending beyond the period of insurance shown on your certificate of insurance.

× Not covered

claim is the contents sum insured.

What is covered	What is not covered
Contents in transit Contents cover If you are moving to a new permanent address in Australia, we cover you for loss or damage to your contents caused by an insured event occurring during the period of insurance while at the old address or the new address for 14 days from the date you begin to move if you tell us about the move beforehand. We will also cover your contents for loss or damage which happens during the period of insurance as a result of fire, flood, collision or overturning of the conveying vehicle during their transport to your new permanent residence in Australia. The most we will pay for this	We will not pay for: *damage sustained during loading or unloading of the conveying vehicle; *loss of or damage to cash or negotiable instruments.
additional benefit for any one claim is the contents sum insured.	
Contents in a safe deposit box Contents cover We will cover loss or damage caused by an insured event to your contents whilst your contents are located in a safe deposit box at a financial institution.	We will not pay for: *loss of or damage to cash or negotiable instruments.
The most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.	
Contents cover limits apply as shown on page 34.	
× Not covered	

What is covered	What is not covered
Credit card misuse Contents cover If your contents are shown as covered on your certificate of insurance we will pay up to \$1,500, if a credit card or financial transaction card is lost or stolen anywhere in Australia and someone other than: •you; or • someone living at the property address, illegally uses them to steal money from your account or buy goods for which you become liable.	 We will not pay if: *a person misused the credit or financial transaction card because they found or had access to your personal identification number or other access details; or *you did not notify the financial institution or credit provider within 24 hours of the credit or financial transaction card being discovered lost or stolen; or *the financial institution or credit provider provides indemnity for any loss; or *you broke the terms and conditions under which the credit or financial transaction card was issued.
Damage caused by emergency services Home cover We will pay up to \$1,000 to repair damage to your home caused by emergency services during the process of gaining entry to your home.	We will not pay for: ×any amount unless the emergency service attendance was in response to loss or damage caused by an insured event for which we have agreed to pay.
Demolition and redesign costs Home cover If your home has to be rebuilt or repaired after damage caused by an insured event, we will pay the reasonable cost of: • survey work; • design work; • related legal work; • related legal work; • exploratory work necessary to locate the cause of the damage; • demolition. In addition to the home sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home sum insured.	

× Not covered

What is covered	What is not covered
Emergency and alternative accommodation Home cover If your home was owned and occupied by you immediately prior to it being damaged by an insured event rendering it unfit to live in, we will pay for your: • reasonable emergency accommodation for up to 14 days; and • alternative accommodation (limited to the rentable value of your home immediately prior to the damage occurring), until your home is fit to live in. In addition to the home sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home sum insured.	We will not pay for: *alternative accommodation for more than 12 months from the time the damage occurred.
Funeral expenses Home and contents cover We will pay up to \$5,000 to assist you with funeral expenses if you or a member of your family die as a result of an insured event described on pages 16 to 22, and we have agreed to pay your claim.	 We will not pay for: *death resulting from an event that occurred away from the insured address; *death occurring more than 90 days after the event that caused it.

What is covered	What is not covered
Inflation protection at renewal Home cover When your policy is due for renewal, we will increase your building sum insured to allow for any increase in building costs. We will use industry home building cost guides as a reference.	
Contents cover When your policy is due for renewal, we will increase your contents sum insured to allow for additional items you might buy during the period of insurance and for increases in the replacement cost of contents. Your certificate of insurance at renewal will show the building and/or contents sum insured and the premium applying.	
Loss of rent Home cover If you did not occupy the home, and it was with our prior knowledge rented to others immediately prior to it being damaged by an insured event rendering it unfit to live in, we will pay you the net loss of rental income (limited to the rentable value of the home immediately prior to damage) until the home is fit to live in. In addition to the home sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home sum insured.	We will not pay for: *loss of rent for more than 12 months from the time the damage occurred.

What is covered	What is not covered
 Peace of mind protection Home cover If the sum insured does not fully cover the repair or rebuilding of your home at the time of any claim for loss or damage as a result of an insured event that we have agreed to pay, we will: Increase the sum insured by the current annual inflation protection adjustment at the time of the loss or damage. 	
Professional documents Contents cover We will cover up to \$1,000 to replace, restore or reproduce professional documents lost or damaged as a result of an insured event.	
 Re-key, recode or replacement of locks Home cover If you are the owner- occupier of the insured home, we will pay up to \$500 to re-key, recode or replace locks if: a key for any external door of your home is stolen anywhere in Australia; and you have reported the theft to the police; and the keys had your property address or other identifying information with them. 	
No excess is applicable to this additional benefit.	

What is covered	What is not covered
Removal of debris Home and/or Contents cover If your home and/or contents are damaged by an insured event we will pay for the reasonable costs of removing the debris. In addition to the sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home and/or contents sum insured, whichever is applicable.	
Special occasion gifts Contents cover We will automatically increase your sum insured to cover gifts you have purchased for a special occasion. For example, this covers gifts bought for a family wedding or gifts bought for the Christmas season.	We will not pay for: *loss of or damage to cash or negotiable instruments or mobile phones.
Contents cover limits apply as shown on page 34.	
We will pay up to \$1,000 in addition to your contents sum insured if a total loss occurs as a result of an insured event.	
× Not covered	

What is covered	What is not covered
Storage of contents after an event Contents cover If the home in which your contents are contained is damaged by an insured event rendering it unfit to live in, then we will pay the reasonable charges to remove and store your contents until you have found another place to permanently reside or until the home is fit to live in, whichever is the sooner. We will also pay for returning the contents to your home.	We will not pay for: *loss of or damage to cash or negotiable instruments, jewellery of any kind, watches, gems, gold, silver or any other precious metal.
In addition to the contents sum insured, the most we will pay for this benefit for any one claim is 10% of the contents sum insured.	
We will also pay up to the remaining contents sum insured for any additional loss or damage to your contents caused by an insured event while they are at the place of storage.	
Contents cover limits apply as shown on page 32-34.	
Storm damage to pool and/ or spa covers Home cover We will pay up to \$500 for loss or damage to your pool or spa cover or liner as a result of a storm.	 We will not pay for: *any amount where we have not agreed to pay for storm damage to other parts of your home arising from the same event; *loss or damage to your pool or spa cover or liner that is more than 5 years old.

What is covered	What is not covered
Temporary removal of contentsContents cover We will cover your contents for loss or damage caused by an insured event while they are on your person or located in any dwelling within Australia where you are temporarily residing.We will pay up to 20% of the contents sum insured for any one claim for such loss or damage.Contents cover limits apply as shown on page 34.	We will not pay for: *contents outside Australia; *loss of or damage to cash or negotiable instruments; *loss or damage while on your person or in transit caused by theft, storm, flash flood and stormwater run-off, tsunami, vandalism, malicious or intentional damage or impact; *contents temporarily removed for a period exceeding 30 days.
Theft of purchased water Contents cover We will pay up to \$200 for theft of your water supply stored in an outdoor water tank. No excess is applicable to this additional benefit.	We will not pay: ×where you have not reported the theft to the police; ×for theft of water without signs of forced entry to your insured property.
Uninsured visitor's contents Contents cover We will pay up to \$500 for uninsured visitor's contents at the insured address if the loss or damage is caused by an insured event.	We will not pay for: *cash or negotiable instruments; *mobile phones; *jewellery; *laptop computer and computer accessories; *visitor's contents insured under any other insurance.

What is covered	What is not covered
Emergency Home Assist Home and/or Contents cover We provide you with the following benefits if this policy is current at the time when an emergency happens. We do not charge you for these benefits. In the event of an emergency our support team are there to assist you 24 hours a day. Simply call 1800 800 552.	The Emergency Home Assist service can only be used as an emergency service. If you require a trades person for general maintenance or non-emergency work, you should consult a local services directory or the Yellow Pages.
 Immediate help in the event of an emergency: where possible you will be advised of simple measures that you can take to minimise damage; we will consult a unique computerised listing, to find the trades person you need; we advise you of the name of a locally available trades person and their call out charge and where possible an estimate for the cost of the whole job. If you feel the price quoted is too high, we will locate an alternate trades persons, as they generally provide a quick, reliable service; if you want the trades person to call on you, we will make those arrangements and let you know what time they are expected to arrive; we will check back with you to make sure the problem has been solved to your satisfaction. 	
Who pays for the repairs? Initially you do, however if the damage relates to an insurance claim simply include the repair account and receipt with your completed claim	

form for our consideration.

Not covered

x

The covers outlined in this section are optional and do not apply unless you have asked for them and we agree to cover you. Additional premiums apply for each cover. Your certificate of insurance will show which covers operate. All optional covers are subject to the terms and conditions of this policy.

What is covered	What is not covered
 Motor burnout Home and/or contents cover If the wiring of a domestic electric motor that forms part of your insured home and/or contents burns out, then we will pay you the cost of repairs or replacement of the electric motor, whichever method is the most economical. We will pay for: re-gassing if the electric motor is inside a sealed refrigeration or air-conditioning unit; a swimming pool water pump if it is combined with its electric motor, if the replacement pump motor cannot be bought on its own; labour and installation costs and call out fees. Spoilage of refrigerated/ frozen goods Contents cover When motor burnout option is added to your contents cover, we also cover foodstuffs and other goods that 	 We will not pay for: *any motor or sealed unit over 10 years old; *any equipment, component or apparatus that is not an electric motor; *a motor covered by a guarantee or warranty; *a motor used in any business; *any printed circuit board; *cost of removing and replacing a submersible pump; *loss or damage to a refrigerator or freezer caused by spoiled food; *spoiled goods where the refrigerator or freezer is over 10 years old; *spoiled goods caused by the tripping of a safety switch unless caused by an Insured Event.
 have spoiled as a result of: a motor in a refrigerator or freezer burning out or fusing; or the failure to supply electricity by any public electricity provider. 	
The most we will pay for food	

spoilage is \$500.

Advanced cover Home and/or contents cover In addition to insured events cover, advanced cover also covers you for	Accidental loss or damage caused:
In addition to insured events cover,	oourod
	Causeu.
advanced cover also covers you for	×by the events or circumstances
	set out in section When you
accidental damage to:	are not covered on pages 59
• your home when it is insured by	to 61;
this policy, and	×by any insured event other
 the contents described below 	than to the extent provided
when contents are insured by this	for in this policy;
policy:	×by tenants;
 indoor and outdoor furniture; 	×to your home or contents if
 furnishings, household 	your home is let to tenants;
decorative items, works of art,	×by renovating or
wall hangings and household	reconstruction of your home;
ornaments;	×by power surge unless caused
• glass forming part of a picture	by an insured event at the
tube or screen of a television	property address;
or visual display unit, a radio or	×by mechanical, electrical
clock, vase, ornament or lamp;	or electronic breakdown or
• kitchen, dining room, lounge	failure other than the cover
room, bedroom and bathroom	provided by the motor burnou
ware and floor carpets;	option; ×by cracking, chipping or
household and domestic	breakage of glass, glassware
electrical and electronic goods,	or china ordinarily carried by
personal computer equipment and associated hardware,	hand while in use;
caused by any event not excluded	×by minor dents, scratching or
by this policy, provided the damage	chipping to property such as
occurred during the period of	walls, roofs, floors, benches or
insurance while located within the	furniture;
entirely enclosed and lockable part	×by scorching by a cigarette,
of your home, apart from outdoor	cigar, pipe, tobacco, ash or
furniture that may be located in the	other substance, or where fire
open air.	or heat was required as part of
op c	the process;
Plus, for extra peace of mind,	×to swimming pools, outdoor
advanced cover also covers you for	spas and associated equipment
loss or damage to your home or	including covers and liners
contents caused by motor burnout.	except that damage as covered
,	by insured events cover or as
We pay for loss or damage in the	allowed under any Additional
same way and in the same amounts	benefit;
as we do under insured events cover.	×if your home was deemed to
This means any limitations as to	be unoccupied at the time
the type of damage or the amount	the accidental loss or damage
we pay as set out in those sections	occurred, this does not apply
apply equally to a claim under this	for motor burnout.
optional cover.	
Not covered	

Group and/or selected personal items cover

Cover is provided for accidental loss or damage of the insured items in Australia or New Zealand or while in transit between the two countries during the period of insurance if you have insured items under group cover or selected personal items cover.

Group cover

By selecting one choice from the following range of sum insured limits available and paying an additional premium, you can choose to increase cover for your personal items included in the groups on the next page. This is a form of blanket cover over this group of personal items that do not need to be individually specified. If you choose this option it will be shown on your current certificate of insurance.

Option	Maximum sum insured for any one item	Maximum overall sum insured
1	\$250	\$1,000
2	\$500	\$2,000
3	\$750	\$3,000
4	\$1,000	\$4,000

Selected personal items cover

For an additional premium you can increase your cover on personal items included in the groups on the next page by having them separately listed as selected personal items with their replacement value on your certificate of insurance.

Our claim settlement options are detailed on page 31 under the heading of "Settling your claim".

Selected personal items cover

 We will pay for: bicycles and their accessories; biancets, travel rugs, towels; cosmetics, toiletries, hairdryers, shavers; CDs, DVDs, audio and video tapes, records, computer discs, game cartridges and console; kardrygers, shavers; leather jackets, coats and furs; leather jackets, coats and furs; leather jackets, coats and furs; hearing aids, medical aids, dentures, non motorised wheelchairs, walking sticks and other travel bags; hearing aids, medical aids, dentures, non motorised wheelchairs, walking sticks and crutches; laptop computers not used for business; musical instruments; photographic equipment; portable music systems; prams, strollers and other baby carriers; swing machines; sewing machines; sewing machines; watches. wa	What is covered	What is not covered
	 bicycles and their accessories; binoculars and telescopes; blankets, travel rugs, towels; cosmetics, toiletries, hairdryers, shavers; CDs, DVDs, audio and video tapes, records, computer discs, game cartridges and consoles; firearms; leather jackets, coats and furs; handbags, briefcases, purses, wallets, suitcases, knapsacks and other travel bags; hearing aids, medical aids, dentures, non motorised wheelchairs, walking sticks and crutches; jewellery (not uncut or unset gems); laptop computers not used for business; musical instruments; photographic equipment; portable music systems; prams, strollers and other baby carriers; prescription sunglasses and spectacles; saddles; sewing machines; sporting equipment excluding clothes; watches. 	 motorised bicycles or motorised scooters; musical instruments, firearms and sporting equipment (including fishing gear) while being used for their designed purpose except lawn bowls; watercraft and their spare parts and accessories; damage to firearms caused by rusting, derangement, explosion or bursting of a barrel; any unregistered firearm or firearm not stored in accordance with relevant law; glass in camera lenses, watches, clocks, or scientific instruments, unless other parts of the item are damaged in the same accident; items or equipment: undergoing cleaning or repair; while on hire from you; while on loan to someone other than any person usually living at your home except when the loss or damage is caused by fire or theft following forcible and violent entry to a home. titems or equipment where loss or damage has been caused by: the action of light, atmospheric conditions or variations or extremes of temperature; lack of maintenance or gradual deterioration due to any cause; or resulting from mechanical, electronic or electrical breakdown or failure, overwinding, derangement or inherent defect; the events or circumstances set out in section <i>When you are not covered – general exclusions</i> on pages 59 to 61.

What is covered	What is not covered
Pet cover	We will not pay for:
Contents cover We pay for the	×costs or expenses relating to or
reasonable costs of veterinary	resulting from the loss or death
treatment for accidental injury or	of your pet dogs or cats or their
illness suffered by your pet dog or	becoming lost;
cat identified on your certificate	×routine, elective or preventative
of insurance which happens	veterinary treatment such
during the period of insurance.	as vaccinations, spaying or
	heartworm testing;
The maximum we will pay for	×treatment of an illness(es) or
each pet is \$500 in total less the	disease(s) that pre-existed the
pet excess, arising out of any one	commencement of this optional
injury or illness.	cover;
	×treatment of congenital
Any claim made for a benefit	• defects
under this optional cover must	• abnormalities
be supported by a veterinary	×treatment of injury or illness
certificate completed by the	arising from or connected with a business, occupation or sporting
attending veterinary surgeon. This	event (excluding dog and cat
certificate forms part of the RACQ Pet Insurance Claim Form. The	shows) or animal hunting event;
cost, if any, for the completion	×treatment of a pet that does not
of the certificate is not payable	permanently reside with you.
under this optional cover.	permanentry reside with you.
under this optional cover.	

The excess payable for each claim under this section is \$50 and if your certificate of insurance shows an additional pet excess then these excesses will be added together.

What is covered	What is not covered
 Flood and storm surge This policy does not cover flood unless we have agreed and it is shown on your certificate of insurance. Home and/or contents cover We cover you for loss of or damage to your home or contents caused by flood or storm surge which happens during the period of insurance at the property address. We will pay up to the: home sum insured, if your home is insured; contents sum insured, if your contents are insured for damage caused by flood or storm surge. We will pay for loss or damage in the same way and in the same amounts as we do under Insured events cover. 	 We will not pay for loss or damage to: * paths, driveways, paving, retaining walls(whether or not part of the home), tennis courts or other playing surfaces; * shade or sail cloth; * fabric awnings, swimming pool and spa covers or liners and the like; * glasshouse whether or not constructed principally of glass; * water in swimming pools or spas; * your property during the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: in conjunction with your signing a contract to purchase the home; or to replace a policy with us or another insurer from the date and time that other policy expired.
Landlord's fixtures and fittings Home cover Under this cover, you can insure landlord's: •floor coverings; •light fittings; •window coverings; and •other fixtures and fittings. We will pay up to the specified sum insured, for loss or damage to the fixtures and fittings specifically listed on your certificate of insurance caused by an insured event and: •Motor burnout; or •Flood and storm surge which happens during the period of insurance, if they are shown as covered on your certificate of insurance.	

What is covered	What is not covered
Mortgagee's interest in a home unit We will pay the mortgagee shown on your certificate of insurance if the mortgagee makes a claim on your policy because of loss or damage caused by an insured event during the period of insurance for which we would extend indemnity to you.	We will not pay for: ×legal liability.
 The most we will pay the mortgagee at the time of loss or damage is: the amount secured by the mortgage at the time of the loss or damage, but not exceeding the sum insured; the lesser of the sum insured shown on your certificate of insurance, or the cost of rebuilding or repairing your property. 	
If we pay the mortgagee, then the rights of the mortgagee under the mortgage are assigned to us.	

What is covered

When your home is insured

If home is shown as covered on your certificate of insurance, we cover you for your legal liability as owner or owner-occupier of your home to pay compensation for death, bodily injury or loss of or damage to property resulting from an accident which:

- happens during the period of insurance; and
- arises or occurs within the home or within the domestic boundaries of the property address on which it stands.

When your contents are insured

If contents are shown as covered on your certificate of insurance, we cover you and any person who permanently resides with you at the property address, other than a boarder, for your or their legal liability (other than as owner of a home or owner-occupier) to pay compensation for death, bodily injury or loss or damage to property resulting from an accident which:

- happens during the period of insurance; and
- occurs within Australia.
- lf:
- you own a home unit in which the insured contents are located and the body corporate has insured your unit for legal liability resulting from death, bodily injury or damage to property, we will also cover you for your legal liability as owner or owner-occupier of that unit to pay compensation for death, bodily injury or loss of or damage to property resulting from an accident which:
 - happens during the period of insurance; and
 - arises or occurs within the unit or on common area adjacent to the unit, but only to the extent that such liability is not covered by the insurance taken out by the body corporate;
 - if you are a tenant we do cover your legal liability arising from damage to a home or home unit you are renting if contents are shown as covered on your certificate of insurance, but only if the damage is caused by insured events fire or bursting, leaking, discharging or overflowing of liquids.

What is not covered

We will not pay for any amount that exceeds \$20,000,000 for legal liability less any applicable excess, regardless of the number of claims arising out of any one accident. The amount also includes all legal costs.

We will not pay for legal costs you incur unless such costs are incurred with our prior written approval.

If we pay out the maximum amount for loss or damage to the home or contents less any applicable excess, the cover for legal liability ceases from the date of the final payment.

We do not cover you as owner-occupier or any person who resides with you at the property address for legal liability arising from:

- death or bodily injury to you or them;
- loss of or damage to property owned by you or them;
- damage to property in your or their physical or legal control;
- fines, penalties or punitive, exemplary or aggravated damages or the costs associated with the enforcement of any law or regulation relating to any kind of emission, effluent or pollution.

We do not cover you or any person for legal liability caused by, through or in connection with:

- the ownership or occupancy of any building or land other than a home (and its domestic land) insured by this policy;
- the ownership or occupancy of a home unit, other than to the extent provided for in this section when the contents of that home unit are insured by this policy;
- your or their use, ownership or control of a vehicle (other than a bicycle, golf buggy, wheel chair, or ride on mower or other garden appliance, which is not registered, nor required by law to be registered);
- an aircraft other than a model aircraft;

What is not covered

- any watercraft other than a sailboard, surfboard, canoe, kayak, rowing boat, non motorised surf ski or hand held flotation device or model boat;
- aircraft landing areas;
- any business you or they are engaged in or associated with;
- tree lopping or felling by you or any person acting with your or their express or implied consent;
- a home under construction;
- alterations, additions, repairs or decorations to your home, where the total cost of such work exceeds \$50,000;
- the transmission of any communicable disease or infection;
- illness or disease caused by asbestos;
- ownership of a boarding house;
- any breach of building regulations such as a requirement to install smoke detectors;
- failing to provide a swimming pool fence, child resistant barrier or gates and doors that restrict access to the pool or spa as required by law;
- the ownership or control of a pet, domestic animal or livestock, unless reasonable steps were taken to comply with relevant legislation;
- an agreement including a rental agreement, unless the liability would have been incurred without the agreement existing;
- libel or slander;
- bodily injury to or death of any person to the extent that you or they:

•are deemed to be employed by you for the purposes of the relevant workers compensation legislation or are injured in circumstances where their employment or deemed employment with you give rise to workers compensation exposure on your behalf or on behalf of your workers compensation insurer;

What is not covered

- •are entitled to indemnity for such liability under any fund, scheme, policy or insurance or self insurance arrangement created, issued pursuant to or required by any law relating to workers' or employees' compensation; or
- •would have been entitled to such indemnity if you had complied with your obligations pursuant to such law.
- any law relating to workers' or employees' compensation;
- any law relating to employment practices, including discrimination, equal opportunity and unfair or wrongful dismissal;
- the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination;
- any contract of employment or workplace agreement;
- if your home was deemed to be unoccupied at the time the loss or damage or injury occurred.

When you are not covered – general exclusions

These general exclusions apply to all sections of your policy. We will not pay for loss or damage or the incurring of a legal liability caused by:

Exclusions	When you are not covered
actions of the sea	 *actions of the sea but we will cover: Tsunami; Storm surge (if the optional cover Flood and Storm surge applies to your policy).
an event outside the period of insurance	×any event or accident that occurs outside the period of insurance shown on your certificate of insurance.
birds	birds, except glass breakage to windows and doors.
breaking the law	 failure to comply with applicable laws and regulations; any failure to comply with any legislation relating to firearms; the supply or consumption of alcohol or drugs; your or their acts or omissions occurring during the course of any criminal or illegal act; the intended results of any act or omission by you or them or the results of any reckless or malicious act committed or omitted by you or them.
business activity	*any business being conducted at the property address, except a business conducted from a home surgery or home office.
consequential loss	×any loss or additional expense arising indirectly from an event that is covered by this policy.
confiscation	 confiscation, nationalisation or requisition of property by any government or local authority.
× Not covered	

When you are not covered – general exclusions

Exclusions	When you are not covered
computers, data	 failure of any computer program or electronic system to process any form of data including day or date functions properly and accurately; the loss of data or information however kept or stored; a computer virus; computer hacking.
defective or faulty workmanship	 the inherent defect or defective or faulty workmanship, design or manufacture.
deliberate acts	 By: * any person who enters the home or home unit at the property address with your express or implied consent or that of a person you have given permission to invite people onto your property address; * you or a person residing with you including a family member or boarder or a person acting with the express or implied consent of you or those persons; * a tenant, any person residing with a tenant or any person who enters your home, home unit or the property address with the express consent or implied consent of a tenant or any person residing with a tenant or any person residing with a tenant.
erosion, landslide	×erosion, landslide, subsidence, earth movement (except earthquake), earth shrinkage or expansion no matter how caused.
failing to take care of the home or contents	×failure to maintain the home and its contents in good condition.
fraud	 *fraud or attempted fraud including: the passing of valueless cheques or negotiable instruments; or promises that are not subsequently honoured.
× Not covered	

When you are not covered – general exclusions

Exclusions	When you are not covered
loss not attributable to any identifiable event	*property being lost when its loss is not attributable to any identifiable event or which has been misplaced.
radioactivity	 radioactivity or the use, existence or escape of nuclear fuel, material waste or action of nuclear fission.
seepage, pollution	*seepage, pollution or contamination by any substance no matter how caused.
terrorism, war	 *an act of terrorism directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination caused by the aforementioned; *war or other acts of a foreign enemy (whether war is declared or not) or revolution.
trees, shrubs or plant roots	*the actions of trees, shrubs or plant roots.
vermin, termites or insects	×vermin, termites or insects.
watercraft	 using or owning any watercraft unless: it is a sailboard, windsurfer, surfboard, canoe, kayak, non- motorised surfski, waterski or remote-controlled model watercraft.
wear, tear, rust, mould	×wear, tear, rust, corrosion, rot, mould, action of light or atmospheric or climatic conditions including damage caused by wind, rain or sand happening over an extended period of time.

How we calculate your premium

Rating criteria	Affect on premium
Sum insured of the home and contents	The amount of sum insured chosen for the home and contents will impact on the premium level. A higher sum insured generally means an increased premium.
Construction of the home	The type of construction and the materials used will have an effect on the frequency and cost of claims. For example: tile roofs may be more susceptible to storm damage.
Location of the home and contents	The location of the home and contents may influence the likelihood of theft and burglary claims and susceptibility to natural perils.
Age of the home	The age of the home can affect the general condition and maintenance level of the home which can impact on the frequency and cost of claims.
The amount of excess	A higher excess will reduce the amount of premium you pay.
The type of options chosen	The more optional covers chosen the higher the premium you pay.

How your premium can change

Action	Your premium may increase if:	Your premium may decrease if:
You change your sum insured	You increase your sum insured.	You decrease your sum insured.
You change where you live	You move into an area with a high crime rate or increased risk of storm, flood or cyclone.	You move into an area with a low crime rate or reduced risk of storm, flood or cyclone.
You change the options on your policy	You add motor burnout option.	You remove the motor burnout option.
You change your excess	You elect to take a nil or lower excess.	You elect to take a higher excess.

Policy costs and charges

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Excess		When you make a claim and you are required to pay an excess to us, we tell you when to pay that excess, how to pay it and we may direct you to pay it to a third party on our behalf. In some cases we may deduct the excess from the amount we pay you.
		When loss or damage occurs to both your home and contents because of the same insured event, you will only be required to pay one excess. If the excesses are different, you will have to pay the higher excess.
		The total amount payable for loss or damage caused by earthquake during any period of 48 consecutive hours will be reduced by the amount of the Earthquake excess shown on your certificate of insurance.
		 In addition to any other excess that may apply, an excess will apply to a claim for theft of: contents, including specified contents items; property insured under Group and/ or Selected personal items cover, when the words burglary and theft excess appear on your certificate of insurance followed by the amount of excess applicable.
		Direction to pay excess In the case of a repair or the supply of goods or services, unless we advise you otherwise, you are required to pay the excess, if any, to the repairer or supplier as our agent. Your appointment as our agent is for the sole purpose of paying to the repairer or supplier the excess which you owe us.
		There may be more than one excess that applies. The applicable excess or excesses are shown on your certificate of insurance.

Policy costs and charges

ou cancel your policy during the iod of cover (apart from the 21 cooling-off provision) and you
re paid an annual premium then refund will be calculated on ro rata basis for the unexpired iod of cover less 10% for ninistrative costs (a maximum of \$80.00 would apply with a nimum fee of \$10.00 when the rata cancellation refund is under 00.00). re is no refund if you have been ring monthly.
ou choose to pay by the month ng the direct debit method, an nual fee may apply. The applicable or fees are shown on your tificate of insurance. ase note our premium discounts not apply to such fees.
ere a claim is made that would erwise be covered by your policy, the claim amount (as assessed by is less than the excess you have bay, we will not manage those ms.

Claims information and requirements

How to make a claim

If your home and/or contents suffer loss or damage, or an accident happens that might lead to a claim simply call us on 13 7202 or go into any RACQ Branch.

Our consultants are available to help you 24 hours, 7 days a week. We will explain the claim process and advise you of what you need to do to assist the efficient progress of your claim.

In most cases a claim form is not required. You will be provided with one if it is required.

If you are registered for Goods and Services Tax (GST), you must provide us with your Australian Business Number (ABN) and Input Tax Credits (ITC) percentage before your claim can be lodged.

What you must do

If an accident happens that might lead to a claim, you must:

- do everything you reasonably can to limit the loss or damage and prevent further loss or damage occurring;
- immediately tell the police if a criminal act might be the cause of the loss, damage or theft and co-operate with us and relevant authorities in prosecuting the alleged offender;
- immediately send us any correspondence you receive about the claim. This includes telling us if you became aware of any pending court proceedings or offers of settlement;
- give us any information, written statements, evidence and help we may need in defending, prosecuting and investigating the claim. This may include:
 - asserting rights against any person nominated by us;
 - attending an interview with our assessor or investigator;
 - assisting any agents appointed by us such as solicitors;
 - •attending court to give evidence.

Claims information and requirements

What you must do

- advise us of any impending prosecutions or inquest;
- keep damaged property for our inspection;
- tell us immediately if there is another insurance policy that provides the same cover for loss, damage or legal liability as this policy provides.

What you must not do

If you are making a claim you must not:

- carry out repairs or dispose of any damaged property unless we instruct you otherwise;
- admit liability to anyone;
- negotiate, pay or settle a claim with anyone.

What we may do

If an accident happens that causes loss or damage, or the incurring of a legal liability, we may:

- take over and conduct in your name or the name of any person entitled to cover under your policy, the defence or settlement of any claim. We have sole discretion in how the defence is conducted or a claim is settled;
- represent you or any person entitled to cover under your policy, at an inquest or official enquiry and undertake the defence in any court of any alleged offence in connection with an event covered by your policy.

Claims information and requirements

What can affect your entitlement

If you do not comply with any condition of your policy or certificate of insurance, it can affect how much we pay. If the insured property is not kept in good condition and reasonable care is not taken to safeguard it from loss or damage, this may affect how much we pay. If you or any other person makes a false or fraudulent claim, we can refuse to pay it. In either case we may also cancel the policy as permitted by law.

We do not have to accept a claim if your annual premium is overdue or if a monthly premium instalment is at least 14 days overdue.

Proof of ownership/value

In making any claim, you may be required to produce to us proof of having owned the property in question, an accurate description of the property and its value.

You should ensure that you obtain and keep regular written valuations for items of a unique nature such as jewellery, paintings, works of art or watches from a qualified, experienced and reputable valuer in Australia. Valuations should include a full detailed description of the property that would assist us to replace the item if necessary. In addition, photographs, receipts or accounts of purchase may well prove helpful to you should you need to make a claim.

Loss of no claim discount

Any claim lodged will result in the loss of any existing no claim discount. If the policy is renewed the no claim discount will be reinstated after a claim free 12 month period of insurance.

Adjustment for outstanding premium

If we pay the maximum amount for loss or damage to your home and/or contents, your policy ends automatically. You are not entitled to any refund of premium. If you have been paying by monthly direct debit instalments, we deduct from the payment an amount equal to the outstanding monthly instalments for the period of insurance shown on your certificate of insurance.

We take customer satisfaction seriously

If you have a complaint concerning this product, our services or a privacy issue:

Talk to us first

- The first thing you should do is call **13 7202** and speak to one of our staff;
- If your complaint relates specifically to a claim, speak with a claims officer;
- If the staff member or claims officer is unable to resolve your complaint to your satisfaction, you may ask to speak to a team leader or manager.

If you are still not satisfied:

Seek an internal review

• At your request the matter can be referred to our Internal Dispute Resolution Committee who will conduct a full review of your complaint and advise you of the committee's decision within 15 business days.

If you are still not satisfied:

Seek an external review

- RACQ Insurance is a member of a disputes resolution service, known as the Financial Ombudsman Service Limited. The service will not accept a dispute unless you have first tried to resolve it with us;
- If we do not resolve your dispute to your satisfaction, you can contact the service which is set up to assist policyholders resolve their dispute. It is a free service to you and, although paid for by the general insurance industry, is a totally independent and impartial body. We agree to accept their determination as final.
- You can contact the service by:

Phoning: 1300 78 08 08 for the cost of a local call Writing to:

The Financial Ombudsman Service Limited, GPO Box 3, Melbourne, VIC 3001 Website: www.fos.org.au Email: info@fos.org.au

This information is also available on our website: www.racqinsurance.com.au

The agreement between you and us

Your insurance cover is a legal contract between you and us. We agree to give you the insurance set out in the policy for the premium paid by you.

The contract includes:

- the information you provided to us when you purchased or varied the policy, and at each renewal;
- this PDS;
- the certificate of insurance;
- any issued SPDS.

The insurance is only for the cover for which you have a certificate of insurance and only for the period of insurance indicated on the certificate. It is also subject to the conditions contained in this PDS or SPDS and on the certificate of insurance.

If two or more persons are named as the insured on the certificate of insurance, each of them is responsible both individually and together for:

- the completeness and accuracy of information in any application forms, statements, claims or documents supplied by any one of them to us; and
- compliance with the conditions of this policy.

What you must do

You must:

- at your expense take all reasonable precautions to:
 - keep your home and contents in good condition;
 - protect the safety and security of any insured property;
 - prevent further damage or legal liability occurring.
- advise us in writing as soon as possible:
 - of any material change to the construction or use of your home;
 - if you begin to lease out your home if you have previously told us that you reside in it or it was unoccupied;
 - if you commence any business activities from your home;

What you must do

- of any physical changes in or around your home or contents which increases the risk of loss or damage occurring;
- of any criminal convictions that you or any person residing with you have had recorded against you or them.
- comply with all the conditions set out in your PDS, SPDS and certificate of insurance;
- comply promptly with requirements of public authorities.

If you or any person insured by this policy does not tell us everything relevant or if you or they mislead us, we may:

- refuse to pay a claim or reduce the amount we pay; and
- cancel the policy; and
- if fraud is involved, we may treat this policy as if it never existed.

Payment of premium

The premium is the amount you pay to obtain the insurance cover. The certificate of insurance shows the amount of premium and whether you are paying annually in advance or by monthly direct debit instalments.

If you are paying:

- annually you must pay by the due date;
- by monthly instalments you must pay each instalment by the due date.

Your agreement to pay additional premium

You agree to pay any additional premium resulting from a claim made under this policy between the time a premium notice inviting renewal of your policy is issued and the actual renewal date.

Non payment of premium

If you have not paid the premium by the due date shown on the certificate of insurance or the interim cover certificate, this policy will not come into force. In that case, you will have to reapply to us for insurance cover.

Non payment of premium

If you are paying your premium by monthly instalments and any instalment payment is overdue for a period of at least 14 days, we may refuse to pay a claim.

If after payment of the first instalment, any subsequent instalment payment is overdue by a period of at least one month, your policy will be cancelled from the date the instalment was due to be paid. We will send a letter to your last known address advising you of the reason, effective date and time of such cancellation.

Policy comes into force

This policy comes into force on and from the first date of the period of insurance shown on the certificate of insurance or interim cover certificate issued to you, provided you have paid the annual or instalment premium shown on your premium notice.

Variation

You may ask us to change a provision of your policy. The change or addition takes place only when we confirm it in writing to you or endorse it on your policy or certificate of insurance, and you pay any additional premium that we require.

Waiver

A provision is only waived if we give you the waiver in writing.

Cancellation

By you

Apart from any rights you may exercise under the "Coolingoff period" provisions of this policy you may cancel your policy by advising us in writing. The cancellation takes effect on the date we receive your request, see page 65.

Cancellation

By us

We may cancel your policy at any time as permitted by law after giving you notice in writing. We refund any premium paid less an amount for the period for which you were insured.

Avoidance

In some cases, we may avoid the policy from its inception if there is on your part fraud, misrepresentation during negotiations, failure to disclose information or other breaches of your policy as set out in the *Insurance Contracts Act 1984*.

Pay by the month option

You can arrange for your bank, credit union or building society to debit an automatic payment from your account each month. All you need to do is ensure you have enough money in your account to cover the payments. Your first payment will be deducted approximately 10 days after advising us of your account/credit card details. The second and subsequent payments will be deducted on your monthly payment date. (Two payments may be deducted in the first month, depending on your monthly payment date).

Where the due date falls on a non-business day in Sydney and Melbourne, we will debit the amount on the next business day. If you are uncertain when the debit will be processed to your account, you should contact your financial institution directly.

How to apply

If you would like to pay your RACQ Insurance premiums by the month, simply call us on 13 1905.

Renewal process

You will be sent a renewal certificate prior to the expiry of your policy so you can check the details. Monthly instalments will continue to be debited to your account unless you notify us in writing to vary these arrangements.

Pay by the month option

Important Information

You may cancel your direct debit request, stop or defer an individual debit amount by writing to us at Reply Paid 4, RACQ Insurance Limited, Pay by the month, Springwood Q 4127. We must receive your notification at least 14 days prior to the next due date to process your request in time.

Your direct debit amount may vary if you make any policy alterations.

If debits are returned unpaid by your financial institution we will either attempt to debit from your nominated account again or we will contact you to arrange another way of paying. We reserve the right to cancel the direct debit arrangement if 3 or more debits are returned unpaid by your financial institution.

The following terms and conditions apply when you elect to pay your premium by this direct debit method:

- if your bank account details change you will need to tell us not less than 14 days before your next monthly instalment is due;
- if your credit card details change you must contact us not less than 2 business days before your next monthly instalment is due;
- when you have paid the first instalment, insurance cover commences on and from the first effective date and time shown on your certificate of insurance;
- if any instalment payment is overdue for a period of at least 14 days, we may refuse to pay a claim;
- if an instalment of the premium remains unpaid for a period of at least one month, the policy is automatically cancelled.

On renewal you will be sent a notice prior to the expiry date of this policy. At that time, unless you need to make any changes, you need take no action as your policy will be automatically renewed.

Contact as

For further information or assistance call us 24 hours every day on 13 1905, visit us at www.racginsurance.com.au or drive safely to your nearest RACQ branch.



RACQ Insurance Limited

ABN 501009 704 152 AF5 Lawra Number 213185 2649 Lagan Road, Eight Mile Plains, Qid 4113

RACQ insurance products are sold only by RACQ Operations Pty Ltd ABN 80 609 663 414 and our network of RACQ insurance authorised representatives

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