

# **Statement of James Higgins**

**13 October  
2011**

**Regarding Nick  
Laszlo**

**QFCI**

Date:

25/10/11 JM

Exhibit Number:

874

**STATEMENT OF JAMES JOSEPH HIGGINS IN RESPONSE TO REQUIREMENT  
TO PROVIDE INFORMATION ISSUED TO SUNCORP INSURANCE DATED  
10 OCTOBER 2011**

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

1. I am the Executive Manager, Queensland Event Recovery for Suncorp Personal Insurance, a division of the Suncorp Group.
  2. I have authority on behalf of Australian Associated Motor Insurers Limited (AAMI) to respond to the Requirement to Provide Information issued by the Commission of Inquiry dated 10 October 2011 and addressed to the Suncorp Group.
  3. This response relates to information received by the Queensland Flood Commission of Inquiry from Mr Nick Laszlo in relation to a AAMI Home and Contents insurance policy.
  4. AAMI's records show that AAMI issued a Home Building Insurance Policy and Contents Insurance Policy (the policy) to Mrs Elyse Margaret Laszlo and Mr Nick John Laszlo (the customer) for the period 26 March 2010 to 26 March 2011 under policy number HOM [REDACTED] on their property at [REDACTED] Mannikin Street, Narangba, 4504 (the property).
  5. The property was insured as follows:
    - a. Complete Replacement Cost (CRC) for building;
    - b. \$1,000.00 for locating water leaks;
    - c. \$1,000.00 for damage to garden beds, trees, shrubs and other plants;
    - d. \$98,750.00 for general contents;
    - e. \$6,000.00 for limited cover specified items; and
    - f. \$1,000.00 extra cover for unspecified portable valuables.
  6. The following excesses applied to the policy:
    - a. \$1,100.00 building excess (total flexi-premium excess plus standard); and
    - b. \$600.00 contents excess (total flexi-premium excess plus standard);
    - c. \$100.00 standard excess; and
    - d. \$1,000.00 unoccupied excess (if applicable).
  7. Mr Laszlo has given information to the Commission which is set out in points 1 to 5 of the Commission's letter directed to me dated 10 October 2011.
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**Question 1: In respect of the above information, please set out anything with which Mr Higgins disagrees, and the reasons why.**

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

Date	Mode of communication	Communication details
11/1/2011	Telephone	Customer called reported loss indicating furniture, carpets ruined
11/1/2011	Telephone	Called customer and also called the customer's nephew and spoke about temporary accommodation
11/1/2011	Telephone	Called customer contact, [REDACTED] and spoke to her about temporary accommodation
11/1/2011	Telephone	Customer called and spoke about temporary accommodation
12/1/2011	Telephone	Customer called requesting information regarding the assessment process and dealing with contents
14/1/2011	Telephone	Called customer and discussed claim and confirmed assessment booked
20/1/2011	Telephone	Customer called seeking advice regarding assessment
14/2/1011	Telephone	Customer called seeking update on claim as the assessment was completed 1 week ago.
15/2/2011	Telephone	Customer called seeking update, claim passed to flood team
15/2/2011	Telephone	Called customer and left message that we are waiting for assessment and hydrology reports
15/2/2011	Telephone	Customer called after message left and advised waiting for assessment and hydrology reports
21/2/2011	Telephone	Customer called and discussed ICA hydrology reports
22/2/2011	Telephone	Called customer and confirmed assessment was done and the name of Assessor
10/3/2011	Telephone	Customer called and advised that hydrologist had attended last week.
10/3/2011	Telephone	Called customer and left message on mobile
11/3/2011	Telephone	Called customer and advised all reports received

		for management to review
15/3/2011	Telephone	Called customer and advised that claim is one for decline.  Note: reference in notes (line 00191) to 'Bundaberg Creek' should be Burpengary Creek.
16/3/2011	Letter	Letter to customer confirming decline
18/3/2011	Telephone	Customer called and spoke about the hydrology report which was referred to in denial letter but not sent. Confirmed it would be faxed and hard copy posted.
18/3/2011	Telephone	Called customer and discussed decline of claim
21/3/2011	Telephone	Called customer and explained IDR process
22/3/2011	Email	Documents received from customer
22/3/2011	Email	Email to customer acknowledging documents
29/3/2011	Letter	Letter to customer from CAS advising the claim is being reviewed
11/4/2011	Letter	Letter to customer from CAS maintaining decision
19/4/2011	Letter	Letter received from solicitor
17/5/2011	Letter	Letter sent to customer's solicitor indicating the decision had been maintained by CAS

9. AAMI would like to highlight the following in relation to the issues numbered 1 to 5 in the Requirement to Provide Information.
10. Point 2: I confirm that an assessor attended Mr Laszlo's property on 2 February 2011. The assessor had not come from Canada to specifically to conduct inspections of flood damaged properties. The assessor, [REDACTED] is Canadian, but had been employed as an assessor in Australia since October 2010. Further details of [REDACTED] employment and experience as an assessor are outlined below in my response to Question 6.
11. Point 3: AAMI arranged a site specific hydrology inspection to be carried out by WRM Water & Environment Pty Ltd (WRM) on 21 February 2011. The Insurance Council of Australia (ICA) appointed a panel of hydrologists to prepare joint reports in relation to various localities. The ICA panel did not prepare reports on individual properties. I have reviewed the claim notes and can find no evidence that Mr Laszlo was told that the ICA panel would investigate his property. It is unlikely that a member of AAMI's Flood team would have advised Mr Laszlo that the ICA panel would investigate his particular property, as all team members were aware that the ICA-commissioned joint reports would be area-based not site specific. Mr Laszlo may have been told that AAMI would



be referring to or relying upon the joint report which the ICA had commissioned (which had not yet been released at that time). As it transpired, the ICA joint reports did not cover the area in which Mr Laszlo's property is located, and therefore AAMI commissioned a site-specific hydrology report.

12. Point 4: Mr Laszlo was contacted on 15 March 2011 and advised the claim was one for decline and a letter dated 16 March 2011 was sent confirming this.
13. Point 5: The internal review of Mr Laszlo's claim was undertaken by an experienced Dispute Resolution Officer (DRO) within AAMI's Customer Appeals Service (CAS). The statement that the review was undertaken without any reference to the hydrological or any other technical advice, is incorrect. Details of the qualifications and experience of the DRO, and the process of review, are provided below in my response to question 9.

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

14. A copy of Mr Laszlo's contract of insurance and product disclosure statements for AAMI's Home Building Insurance Policy and Home Contents Insurance Policy are attached as **Annexure 1**.

**Question 3: Please provide a chronology of all steps taken in assessing and determining the claim and in reviewing AAMI's initial decision.**

15. The steps taken in assessing and determining the claim, and in reviewing AAMI's initial decision, were as follows:

Date	Action Taken
11/1/2011	Claim lodged.
12/1/2011	Advised customer that an assessor would be appointed.
14/1/2011	Assessor appointed (Cunningham Lindsey).
26/1/2011	Cunningham Lindsey contacted customer.
2/2/2011	Cunningham Lindsey conducted site inspection of insured property.
21/2/11	WRM appointed to carry out site specific hydrology review and report.
22/2/2011	Property Assessment Report received by AAMI from Cunningham Lindsey.
22/2/2011	Confirmed to customer that Cunningham Lindsey assessment

	report received.
1/3/2011	WRM conducted site specific hydrology inspection.
7/3/2011	WRM hydrology report dated 7 March 2011 received by AAMI.
11/3/2011	Confirmed to customer that WRM hydrology report had been received and the claim was in the process of being reviewed.
11/3/2011	Determination made to decline claim. Decline letter prepared to be sent to the customer.
15/3/2011	Customer advised by telephone that claim is declined due to flood.
16/3/2011	Decline letter sent to the customer confirming that claim is declined as WRM Hydrology Report indicates that inundation was caused by flood water escaping and overflowing from Burpengary Creek, which peaked on 11 January 2011 at approximately 12.45pm.

**Question 4: Please provide copies of all records, including file notes, in respect of the claim and the review of AAMI's initial decision.**

16. A copy of AAMI's electronic records in respect of the claim and the review of AAMI's initial decision are attached as **Annexure 2**.

**Question 5: Please provide copies of all correspondence passing between AAMI and Mr Laszlo.**

17. I refer to my response to questions 8 and 9 below.

**Question 6: In respect of point 2 above:**

**6.1 Please provide copies of any instructions, written or oral, given to the assessor and copies of any report/s prepared by the assessor.**

18. AAMI's Home Assessment Instruction Sheet dated 14 January 2011 is attached as **Annexure 3**.
19. Cunningham Lindsey Australia Pty Ltd (Cunningham Lindsey) carried out the assessment at the property. Cunningham Lindsey contacted the customer on 26 January 2011 and attended the property on 2 February 2011. The Cunningham Lindsey First and Final Report and attachments is attached as **Annexure 4**.

**6.2 If the assessor did come from Canada for the purpose of assessing flood damaged properties:**

### **6.2.1 Why did AAMI bring an assessor from Canada to Queensland?**

20. The assessor did not come from Canada for the purpose of assessing flood damaged properties. He was already working in Australia as an assessor employed by Cunningham Lindsey, and had been since October 2010.

### **6.2.2 How many foreign assessors were brought to Queensland to inspect flood damaged properties and how many site assessments did they conduct? Did this cause any delays in the assessment process?**

21. The Suncorp Group did not directly engage any foreign assessors to assess AAMI Flood claims.
22. When the floods occurred across Queensland AAMI immediately appreciated that claims would require individual consideration as to cause of loss as the AAMI Home and Contents policies did not cover damage caused by flood.
23. The Suncorp Group employs a team of internal assessors and due to the workload already on those assessors as a result of the central Queensland flood events, we decided to appoint an external assessing firm (Cunningham Lindsey) to provide further assessors once the south east Queensland events occurred. This is described in detail in paragraphs 99 to 104 of my statement to the Commission dated 14 September 2011.
24. The decision to engage Cunningham Lindsey to assess south east Queensland AAMI claims enabled us to:
- a. Respond quickly to our AAMI customers whilst still ensuring that each property was individually assessed by an assessor; and
  - b. Provide a consistent assessment process and approach by using one assessing firm.
25. Cunningham Lindsey is a well regarded loss assessment firm which has operated in the Australian market for many years and is engaged by many insurers in the Australian insurance industry. I am advised that as a result of the widespread demand for assessing services created by the central and south east Queensland weather events, Cunningham Lindsey increased its assessing resources to meet the demands being placed on it by the insurance industry by engaging additional Australian-based assessors, as well as sourcing assessors from overseas, namely the United States, Canada and Malaysia
26. I am advised by Cunningham Lindsey that it recruited 22 loss adjusters from overseas, each of whom had more than 5 years experience in loss adjusting. In response to the Commission's Request for Information, AAMI requested Cunningham Lindsey advise the number of site assessments performed for AAMI by foreign assessors, however Cunningham Lindsey advised that it was not able to extract a report to show that number.

27. For completeness, I also confirm that the Suncorp Group directly employed 21 assessors from the USA to assist the Group with assessing claims following Cyclone Yasi. When these assessors completed their Cyclone Yasi assessments, they briefly assisted with the assessment of some Suncorp Insurance flood claims in Brisbane and Ipswich, i.e. assessments as to level of damage sustained. They were not engaged on any AAMI flood claims.
28. The use of external, in some cases foreign, assessors did not cause any delays in the assessment process. To the contrary, using existing and interstate internal assessing resources coupled with the use external assessing firms and foreign assessors enabled the Suncorp Group to substantially complete the majority of assessments within 8 weeks of the relevant event (refer to paragraphs 48, 59 and 63 of my statement to the Commission dated 14 September 2011).

**6.2.3 Did the assessor in Mr Laszlo's case and other foreign assessors possess equivalent qualifications to Queensland assessors? If not, how did the qualifications of the foreign assessors differ?**

29. The assessor who conducted the assessment of Mr Laszlo's property, [REDACTED] was engaged by Cunningham Lindsey, which has advised that:
- a. [REDACTED] had been employed as a loss adjuster by Cunningham Lindsey in its Darwin office since October 2010;
  - b. Prior to this role he worked as a Senior Loss Adjuster in Canada;
  - c. At the time of the flood events Cunningham Lindsey was working through the requirements for a 457 Visa for [REDACTED];
  - d. [REDACTED] returned to Canada in early April 2011 after being diagnosed with a serious medical condition. Had this not occurred, it was the intention of [REDACTED] and Cunningham Lindsey that he would still be employed with the company;
  - e. [REDACTED] was in his late 40s, had been involved in assessing most of his working life and was very experienced. I have not been able to determine his exact number of years experience as an assessor as his CV has not been made available to me;
  - f. [REDACTED] had extensive assessing experience in dealing with catastrophes and had worked on such events in the United Kingdom and Asia. This experience was a particular reason he had been employed by Cunningham Lindsey, and it was due to this experience that Cunningham Lindsey deployed him to the Brisbane flood assessing work.
30. As to the experience and training of the foreign assessors recruited by Cunningham Lindsey for the Brisbane flood events, I am advised by Cunningham Lindsey that:
- a. Each of the 22 loss assessors recruited from overseas had more than 5 years

experience in loss adjusting. These adjusters had catastrophe experience and had been involved in disasters in their own countries, e.g. hurricanes, floods and tornados; and

- b. In each case before an overseas loss assessor was placed in the field, the assessor was briefed by Cunningham Lindsey Catastrophe Managers in a full day workshop. In the workshop they were briefed on the circumstances of the event, the environment they would be working in, the brief of their engagement and the information they would be required to obtain, including the Flood Questionnaire, the Building Repair Assessment data required and the schedules of loss information required.
31. I am advised by Cunningham Lindsey that all loss assessors (foreign and local) followed the same process using the Flood Questionnaire (previously provided to the Commission). The reports prepared by the overseas assessors were vetted by a Cunningham Lindsey Quality Assurance Team tasked with the responsibility of ensuring the information required had been obtained.
32. The foreign assessors directly engaged by the Suncorp Group for Yasi claims also had significant experience in loss adjustments during disasters. Attached as **Annexure 5** are brief summaries of the experience of some of these assessors.

**6.2.4 Was the quality of information provided by the assessor in Mr Laszlo's case any different from the quality of information provided by local assessors? If so, how did the quality of information differ? In particular, did lack of knowledge of local conditions affect the quality of the assessment process? If so, in what ways?**

33. The quality of information provided by the assessor in Mr Laszlo's case did not differ from the quality of information provided by local assessors.
34. The quality of assessments provided by foreign assessors did not differ from that provided by local assessors, and a foreign assessor's lack of knowledge (if any) of local conditions did not affect the quality of the assessment process because:
- a. As part of its briefing to Cunningham Lindsey, AAMI provided a series of specific instructions to assist with the assessment of the flood claims as well as number of report templates (for example, assessment forms, flood questionnaire, scope of works forms) to assist them. A copy of these instructions is provided as Annexure 5 to my response to the Queensland Floods Commission of Inquiry dated 14 September 2011 in relation to AAMI's Household Insurance policies;
  - b. Consistency in the quality of the assessments was achieved because all assessors, whether local, interstate or foreign, were required to, and did, follow the defined process established via the instructions and templates provided by AAMI and the instructions and training provided by Cunningham Lindsey; and
  - c. As a further check, all assessments undertaken by foreign assessors were



reviewed by Cunningham Lindsey's Quality Assurance Team for the specific purpose of ensuring the information required had been obtained.

**Question 7: In respect of point 3 above:**

**7.1 If Mr Laszlo was advised that the Insurance Council of Australia's hydrology panel would investigate Mr Laszlo's case, why was this advice given?**

35. I have examined the file notes on Mr Laszlo's claim and cannot find any indication that Mr Laszlo was advised that his claim was being investigated by the Insurance Council of Australia (ICA) hydrology panel. I would be very surprised if Mr Laszlo was told this.
36. The ICA never indicated any intention to commission reports on individual properties. To the contrary, the ICA commissioned locality hydrology reports in an attempt to provide information which would eliminate or at least reduce the need for individual, site-specific hydrology investigations.
37. The AAMI Flood team worked together on AAMI Flood customers and conducted regular meetings on claim issues and progress. All were aware of the nature of the reports being commissioned by the ICA. All members of this team were experienced and aware of the claim decision process, including the use of hydrology reports and how customer complaints and disputes were managed. I can say therefore that it is unlikely that a member of this team would have advised Mr Laszlo that the ICA Hydrology panel would investigate individual customer issues on behalf of AAMI.
38. It may be that Mr Laszlo was initially advised that AAMI was waiting for the ICA-commissioned joint hydrology reports and/or that AAMI would or might use those reports in determining Mr Laszlo's claim. However, on 21 February 2011, the claim notes on AAMI's system record "adv has s/w IAC (sic) and they advised they are not supplying hydrologist reports for there (sic) area". I understand this to mean that the claims advisor was advised that the joint hydrology reports commissioned by the ICA would not cover the area in which Mr Laszlo's property was located. The claim notes record that on the same day, AAMI appointed WRM to undertake a site specific hydrology report. I believe this would have been because the joint report was not going to be applicable to Mr Laszlo's property.

**7.2 Did AAMI reject any claims on the basis of the ICA hydrology panel reports and no other hydrology reports? If so, in how many cases and to which area/s did the claims relate?**

39. Over the three flood events in Central and South East Queensland, AAMI received 1,736 claims of which approximately 1,200 were paid and settled. Of the remaining 500 claims, approximately 490 were denied in full and the rest were partially accepted.
40. The following is a table in respect of the 490 declined claims and 34 partially declined claims, indicating the use of area hydrology and site hydrology reports for the various locations across Queensland. In each case, AAMI considered the hydrology reports in conjunction with the results of an on site property assessment and site specific aerial mapping and any information which the customer was able to provide regarding the

event, weather data from the Bureau of Meteorology, and any other relevant information.

Area	Full Declines	Partial Declines	Total Claims	Area Hydrology	Site Hydrology	Total
Brisbane	320	24	344	294	50	344
Ipswich	117	4	121	111	10	121
Bundaberg	15	2	17	1	15	17
Emerald	17		17		17	17
Rockhampton	12		12	5	7	12
Jericho	1		1		1	1
Warwick, Dalby, Chinchilla	6	2	8	1	7	8
Other	2	2	4	4		4
<b>Total</b>	<b>490</b>	<b>34</b>	<b>524</b>	<b>417</b>	<b>107</b>	<b>524</b>

**7.3 Which firm of hydrologists did AAMI engage in Mr Laszlo's case? To AAMI's knowledge, what were the relevant qualifications of the hydrologist who inspected Mr Laszlo's property?**

41. AAMI appointed WRM to provide expert advice in relation to Mr Laszlo's case.
42. The engineer who authored the report on behalf of WRM was [REDACTED]. [REDACTED] holds a Bachelor of Engineering (Environmental) (First Class Honours.), Griffith University, Australia, 2006. His Curriculum Vitae is attached as **Annexure 6**.
43. Further, my understanding is that all reports issued by WRM were reviewed and validated by one of the principals of WRM, namely either:
  - a. [REDACTED], Bachelor of Science (Engineering), First Class Honours, University of Peradeniya, Sri Lanka, 1979. Doctor of Philosophy, Monash University, Australia, 1985;
  - b. [REDACTED], Bachelor of Engineering Civil (Honours), University of Queensland, 1990. Master of Engineering Studies, University of Queensland, 1994. Doctor of Philosophy, Griffith University, 2005; or
  - c. [REDACTED] Bachelor of Engineering, Civil (First Class Hons.), University of Technology Sydney 1993.

**7.4 Please provide copies of:**

**7.4.1 any records AAMI has in respect of the hydrologist's inspection.**

44. Refer to my response to question 7.4.3 below.

**7.4.2 any instructions, written or oral, which AAMI gave to the hydrologist.**

45. Attached as **Annexure 7** is the Home Assessment Instruction Sheet provided to WRM.

**7.4.3 the hydrologist's report relating to Mr Laszlo's property.**

46. The hydrology report of WRM dated 7 March 2011 is attached as **Annexure 8**.

**Question 8: In respect of point 4 above:**

**8.1 What were the reasons for denying the claim?**

47. The customer's claim was decided on the basis of relevant information held by AAMI at that time, including:
- a. Property Assessment Report of Cunningham Lindsey conducted on 2 February 2011.
  - b. AAMI file notes; and
  - c. Individual Water Damage Assessment by WRM dated 7 March 2011.
48. The key reason for declining the claim was the conclusion reached in the site-specific hydrology report of WRM that the inundation of the property was caused by flood water escaping and overflowing from the Burpengary Creek. As the customer's policy does not cover damage caused by flood, the claim was declined.

**8.2 Were these communicated to Mr Laszlo? If so, please provide copies of (a) all records establishing that Mr Laszlo was given reasons; and (b) the reasons given to Mr Laszlo. If the reasons were not communicated, why not?**

49. AAMI's decline letter dated 16 March 2011 attached as **Annexure 9** clearly informs Mr Laszlo that the WRM report concludes that the damage to the property was caused by flood water escaping and overflowing from the Burpengary Creek. The letter specifically refers to the WRM assessment but omitted to enclose the report. AAMI's claim files indicate that Mr Laszlo brought this omission to AAMI's attention on 18 March 2011 as a result of which AAMI then provided the report to Mr Laszlo via facsimile and post the same day.

**8.3 What information did AAMI (a) obtain and (b) rely upon in determining the claim?**

50. I refer to my response to question 8.1 above.

**8.4 Was Mr Laszlo given copies of all information relied upon in denying the claim? If so, please provide copies of (a) all records establishing that Mr Laszlo was given the information; and (b) the information given to Mr Laszlo (subject to the comments below). If the information was not provided, why not?**

51. I refer to my response to question 8.2 above. The decline letter referred to the WRM conclusion but omitted to enclose the report. When Mr Laszlo contacted AAMI and requested the report, it was provided to him the same day.

52. Mr Laszlo was not given a copy of AAMI's file notes or the Cunningham Lindsey assessment, nor did he request those. It was AAMI's usual practice during the Qld Floods to provide the Cunningham Lindsey report and I acknowledge that did not occur in this case. However, the critical information in determining the claim was the site-specific hydrology report.

**Question 9: In respect of point 5 above:**

**9.1 When did Mr Laszlo request an internal review of the decision to reject his claim?**

53. Mr Laszlo made a request for an internal review in a telephone conversation with a staff member in the AAMI Claims Department on 18 March 2011. Mr Laszlo advised he would be responding to the decline letter the following week, but wanted the review process to commence in the meantime. Mr Laszlo also advised he wished to speak with Technical Events Manager, [REDACTED] who spoke with him and arranged to call him on 21 March 2011.
54. An electronic copy of the file was immediately forwarded to the AAMI Consumer Appeals Service (CAS) on 18 March 2011. The response foreshadowed by Mr Laszlo attached as **Annexure 10** was received on 22 March 2011 and forward to CAS the same day.

**9.2 Who conducted the internal review and what were his or her relevant qualifications?**

55. Internal reviews for AAMI were conducted by the AAMI CAS. CAS created a team of staff members with extensive IDR experience to review flood matters. The team consisted of a Team Leader, Senior Dispute Resolution Officer (SDRO) and two Dispute Resolution Officers (DROs).
56. In addition to being chosen for their seniority and experience, the members of this specialist team were given additional training on all aspects of dealing with flood related claims including legal principles, Financial Ombudsman Service requirements and the reading and understanding of hydrology reports.
57. The internal review of Mr Laszlo's claim was undertaken Robert Hazell, one of the DROs in this specialist team.
58. Mr Hazell's formal qualifications are a Bachelor of Economics from Monash University (1997). He has had over 9 years experience in general insurance, predominantly within the Home Claims Department, including positions as a Theft Client Manager/Procurement Coordinator, Home Claims Supervisor, Victorian Bushfire Event Supervisor and Claims Assist Supervisor.
59. He has experience in catastrophe claims, including his experience as Victorian Bushfire Event Supervisor. He has been a Dispute Resolution Officer since the beginning of 2010 and underwent dispute resolution training as part of the requirements for the

position.

**9.3 Please outline all steps taken and information relied upon in reviewing the decision and reaching the conclusion that the initial decision should be maintained. In particular, was a hydrologist asked to comment on Mr Laszlo's submission? If so, did the hydrologist provide a response? If so, please provide a copy of the hydrologist's response.**

60. I am advised that the DRO first gathered all of the available information. This was comprised of the following:
- a. Electronic claim messages;
  - b. Decline letter to Mr Laszlo dated 16 March 2011;
  - c. Cunningham Lindsey Australia Pty Ltd report and attachments;
  - d. WRM report dated 7 March 2011;
  - e. Letter from Mr Laszlo to AAMI dated 21 March 2011, with the attached:
    - (i) Browns Creek Rd rainfall chart;
    - (ii) Moorina rainfall chart;
    - (iii) Photographs of Lookout Road drain; and
    - (iv) Insurance comparison.
61. As set out in the final decision letter dated 11 April 2011 which is attached as **Annexure 11**, I am advised the DRO considered the submission from Mr Laszlo that he believed the water escaped from the street drains as there were no signs of any significant water flow through the channel and that the WRM report offered no evidence to support its conclusion the Burpengary Creek overflowed which they believe caused the water inundation.
62. However, I am advised that the DRO formed the view that the WRM report provided convincing evidence that the predominant cause of the inundation was the over flow of the Burpengary Creek. This was based on the photographic evidence, the recorded water level peaks in the Burpengary Creek and the calculation of the maximum depth of stormwater runoff.
63. I am advised the DRO did not request WRM to comment on Mr Laszlo's submission. I am advised the DRO considered this option but decided against it, taking into account that:
- a. The evidence of the hydrologist as presented in WRM's report was strong and convincing, i.e. it was not equivocal;



- b. There was a wait of at least 6 to 8 weeks on hydrologist reports and there was significant pressure to complete reviews within the timeframe allowed by the General Insurance Code of Practice;

64. Such a step may have been justified if the additional evidence presented by Mr Laszlo was such as it had reasonable prospects of changing the view of the hydrologist. However I note in particular that WRM concluded that the water flow came from a U bend in Burpengary Creek and Mr Laszlo conceded in his submission that he was "not in a position to confirm this", nor was he in a position to refute it. He refers to the presence of a drain in the vicinity but did not have any evidence from any source that any water came from that drain.

Sworn by the Deponent )

At Brisbane )

This 13<sup>th</sup> day of )

October 2011 )

James Joseph Higgins

Refer to

Solicitor

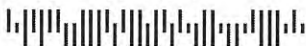
**AAMI****aami.com.au**  
**13 22 44****Renewal**  
**Home Insurance**

13 February 2010

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**Insured Address****Mannikin St**  
**NARANGBA QLD 4504****Policy Number**

000829 41 026 H

**Mrs Elyse Margaret Laszlo**  
**Mr Nick John Laszlo**  
**Mannikin St**  
**NARANGBA QLD 4504**

Australian Associated Motor Insurers Ltd.

ABN 92 004 791 744 AFSL No. 238173 Central Plaza 1, 345 Queen St Brisbane 4000

Amounts shown are GST inclusive

**Date Due** **Midnight 26 March 2010**

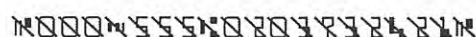
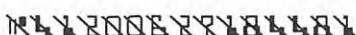
<b>Building Policy</b>	<b>\$413</b>
<b>Contents Policy</b>	<b>\$352</b>
<b>Extra Cover for Portable Valuables</b>	<b>\$58</b>

**Amount Due** **\$823** 12 months

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

**AAMI****PHONE**  
By Credit Card 1300 369 708**Biller Code** 57331  
**Ref No.** 20 203 732 421**Reference No.** 20 203 732 421**INTERNET**Go to **aami.com.au****BY MAIL**Post your cheque and this payment slip to  
**AAMI GPO Box 5356 SYDNEY NSW 1176****IN PERSON**At any **AAMI Branch** or **Post Office**.**Amount Due** **\$823****POST billpay**

\*269 HOM203732421 26032010 03





## Home Insurance Schedule

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

13 February 2010

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### Insured Address

■ Mannikin St  
NARANGBA QLD 4504

### Policy Number



### Your Home

#### Insured Address

■ Mannikin St  
NARANGBA QLD 4504

#### Description of Insured Home

Single storey, brick veneer, built in or after 2000s, 4 bedroom,  
2 bathroom, double garage, pergola, verandah

#### Occupied As

Owner

#### Home Use

Private

#### National Trust Classification

No

#### Deadlocks

Yes

#### Keyed Window Locks

Yes

#### Alarm

Local

#### Electronic Access

No

#### Security Guard

No

#### Video Surveillance

No

#### Financial Interest

Westpac

### Policy Details

#### Policy Type

Building and Contents

#### Period of Cover

26/03/2010 to Midnight 26/03/2011

#### Insured

Elyse Margaret Laszlo, Nick John Laszlo

### Excesses

#### Building

Standard Excess \$100  
Plus Flexi-Premium Excess \$1,000

#### Contents

Standard Excess \$100  
Plus Flexi-Premium Excess \$500

#### Extra Cover

Standard Excess \$100

#### Plus Unoccupied Excess (if applicable)

\$1,000

### Building Complete Replacement Cover

#### Building Cover

Repair or rebuilding costs Unlimited

#### Building Additional Benefits

Locating water leaks (policy booklet page 23) \$1,000

Damage to garden beds, trees, shrubs and  
other plants (policy booklet page 23)

\$1,000

### Contents Cover

#### Total Contents Amount Covered

\$104,750

#### General Contents

\$98,750

#### Limited Cover Specified Items

\$6,000

#### List of Limited Cover Specified Items

Model Sailing Ship \$1,000

Wedding Ring - Lower Band 5 Diamonds In

Band Top Row of Smaller Diamonds

Surrounding 1 Large Diamond \$4,000

Model Sailing Ship \$1,000

### Extra Cover for Portable Valuables

#### Extra Cover Unspecified Items

\$1,000

#### Extra Cover Specified Items

Nil

### Legal Liability

\$10 million

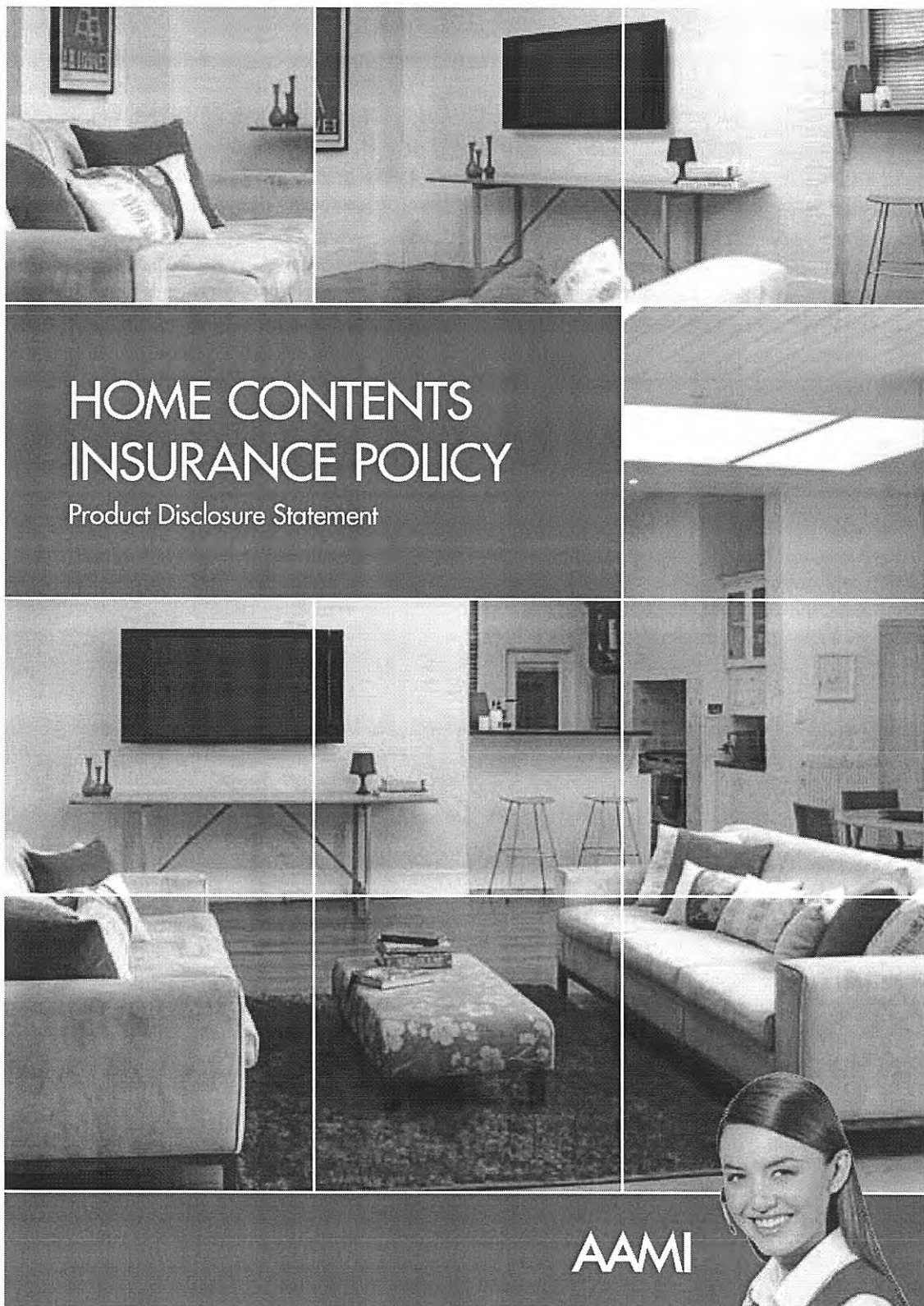
### Endorsements

Nil

## Looking after your policies has never been easier.

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

Visit the My Policy Manager section of **[aami.com.au](http://aami.com.au)** and enter your policy number to register. It's that easy!



**HOME CONTENTS  
INSURANCE POLICY**  
Product Disclosure Statement

**AAMI**

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## Important information

### Your AAMI Product Disclosure Statement The AAMI Home Contents Insurance Policy

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

This Product Disclosure Statement was completed on 30 April 2007.

### Our commitment to you

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

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

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

### We rely on the accuracy of your information

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

you,

your contents,

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

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



## What we cover - the contents

### We also require you to ...

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

### Some words in this policy have definite meanings

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

### This policy does not cover some events, circumstances and situations

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

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

### The contents we cover

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

- ordinarily kept at the site,
- not permanently attached to your home, and
- owned by you and your family or for which you are legally liable.

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

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

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

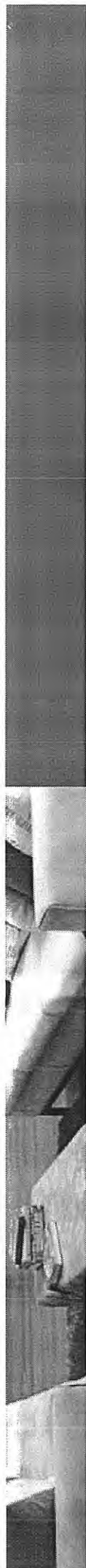
When you are the tenant of a **freehold** property, your contents include any fixtures and fittings you are responsible for under the rental agreement and/or you own.

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

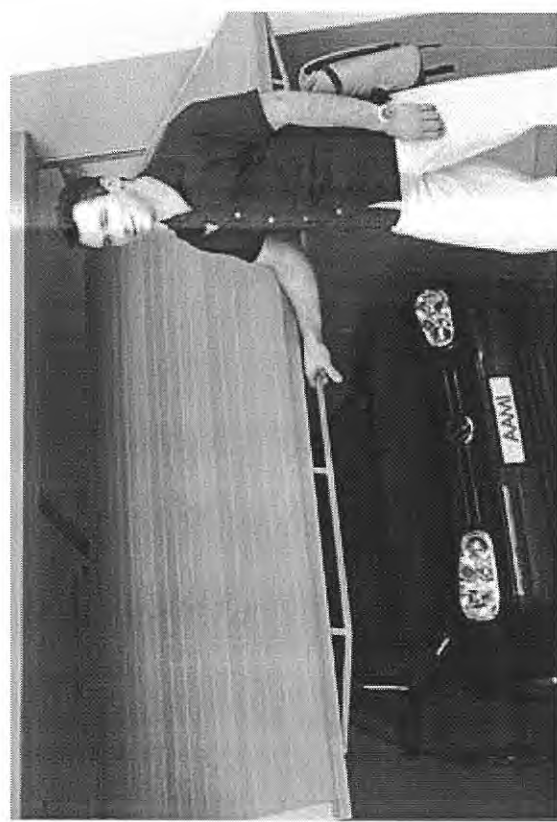
### Contents we do not cover

The contents we do not cover include:

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



houseboats, watercraft (**other than** surfboards, sailboards, surf skis, canoes and kayaks), aircraft, caravans, trailers, mobile homes (fixed or free-standing), motor vehicles, motorcycles, minibikes, go-karts, golf carts, motorised vehicles of any other type (**other than** motorised wheelchairs) or the spare parts or accessories of any of these items, fish, birds, pets or animals of any type, stock in trade or samples, business or trade cash takings or business assets, plant or equipment for any type of business including any type of farming (other than 'home business equipment' and 'tools of trade and professional equipment' – see page 10), unset precious and semi-precious stones, unlicensed or unregistered firearms and firearms stored illegally at your home.



**Where and how your contents are covered**

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

## General contents

General contents are items such as furniture and furnishings; fixed wall and floor coverings such as carpets, curtains and internal blinds; household linen and bedding; clothing; kitchen utensils; electrical and electronic equipment and appliances not permanently attached to any building or the site; outdoor garden furniture and equipment; sporting equipment.

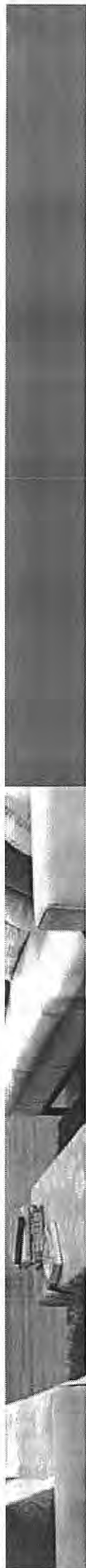
General contents **do not** include 'contents with limited cover'. These are contents items where we limit the 'per item' and 'in total' amounts we will pay for damage or loss. See below.

## Contents with limited cover

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

Contents with limited cover – groups and items	Amount covered	
	Limited cover unspecified items	Limited cover specified items
<b>Cash, vouchers, certificates etc.</b> Cash, money orders, gift vouchers, tickets, stamps (not in a set or collection), manuscripts, certificates of title, licences, registration papers, negotiable instruments or documents of any kind.	Up to \$200 in total.	Not available.

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



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

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

**We do not pay for:**

- the cost of installing, replacing, recreating or rewriting software, records, working files, entertainment files or any other information on your computer or held elsewhere at your home other than the current purchase cost of proprietary CDs, DVDs and electronic files as provided for above under 'contents with limited cover'. See also 'Replacing CDs and DVDs' on page 26.
- the cost of replacing, rewriting or recreating any information, records, manuscripts, plans, paper writings or any work that you had done in connection with your business or occupation,
- damage or loss to home business and professional equipment while it is away from the site or which is not owned by you or for which you are not legally liable.

**Increased cover may be available for more valuable items**

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

- they are items and values we cover, and
  - you pay us any additional premium we may charge.
- When we agree to insure them, your limited cover specified items will be shown together with their individual insured value on the most recent of your insurance schedule and renewal notice.

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



it under Extra Cover (see below).

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

### Extra Cover for portable valuables

We offer Extra Cover for the portable items listed below.

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

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

for accidental damage or loss not already covered by this policy, when they are at and away from your home within Australia, and overseas for the first 30 days on each occasion you leave Australia.

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

### Insuring your items collectively – Extra Cover unspecified items

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

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





### Insuring your items individually – Extra Cover specified items

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

- they are items and values we cover,
- we agree in writing to cover them, and
- you pay us the additional premium we charge.

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

### Extra Cover claims

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

- your claim will proceed first against any other cover this policy may provide,
- if no cover is provided, or the cover provided is limited to an amount less than the value of your claim, your claim will also proceed against Extra Cover.

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

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

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

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



## What we cover – insured events

This section describes under the heading:

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

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

**Yes**

**No**

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

**You are not covered for:**

**Animals and birds - the actions of animals and birds**

Damage or loss caused by:

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

**Earthquake** including subsidence and landslide caused by an earthquake.

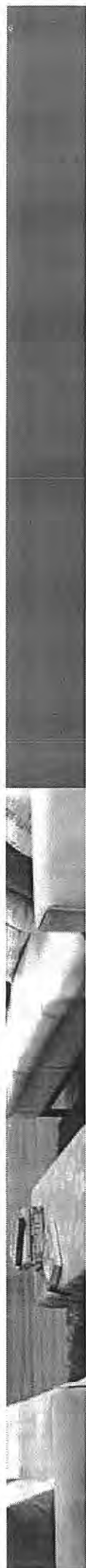
Damage or loss caused by tidal wave, tsunami, high tide or other actions of the sea.

**Explosion**

**Fire** (burning with flames).

Damage or loss caused by:

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



Yes

No

**Impact - sudden and unexpected impact** of any:

- motor vehicle, aircraft, watercraft or space debris,
- object falling from a motor vehicle or aircraft,
- falling tree or part of a tree,
- aerial, mast or satellite dish which breaks or collapses.

**Liquid escaping suddenly and unexpectedly** from a:

- water main, drain, fixed pipe, gutter, guttering, fixed tank or drain,
- sink, basin, bath, shower, toilet or spa bath,
- dishwasher or washing machine,
- fixed heating or cooling system,
- aquarium.

Damage or loss resulting from:

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

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

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

**Riot, civil commotion or labour disturbances**

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

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

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

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

- escapes or overflows from, or
- cannot enter, because it is full or has overflowed, or
- is prevented from entering, because other water has already escaped or been released from it,

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



Yes

No

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

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

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

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

building alterations, renovations or additions.

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

**Theft** – by persons who are not living with you.

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

the open air at the site,

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

any buildings or outbuildings that were not fitted with working locks, or partially enclosed buildings or areas of buildings such as carports, balconies, courtyards and verandahs.

**Thunderbolt and lightning**

## What we do not cover – general exclusions

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

- an unreasonable failure to properly maintain or repair your home or your contents,
- wear and tear, rust, deterioration or corrosion,
- mechanical, structural, electrical, electronic or other failure or breakdown, other than as provided for under 'Damage to electric motors' on page 31,
- the action of light or atmosphere or climatic conditions or from any process of cleaning or restoration,
- the use of sporting equipment and musical instruments,
- mould, wet or dry rot, rising damp or dampness, flood,
- storm surge, being an increase in sea level that usually occurs with a severe storm or cyclone,
- tidal wave, tsunami, high tide or other actions of the sea,
- erosion or washing away of soil, earth or gravel,
- the washing away or movement of the surface of any path or driveway which has a surface consisting of a loose material such as gravel, stone or dirt,
- soil movement or settlement,
- subsidence or landslide **unless** caused by the insured event of earthquake, the moving, shifting or dislodging of any swimming pool or spa and their covers and liners, or any septic tank or other inground structure **unless** caused by the insured events of earthquake or impact,

- the actions of trees, plants or their roots,
- actions of insects (including termites) or vermin,
- scratching, chewing, tearing or soiling by animals and birds kept in your building or at the site,
- the lawful taking or repossession of your contents, for example, repossession by a finance company,
- fraud or fraudulent means or devices used by you or anyone acting on your behalf to obtain benefit under this policy,
- deliberate or intentional acts committed by you or someone acting on your behalf or any person living with you,
- war, warlike activities or revolution including any looting or pillaging, asbestos, asbestos fibres, or derivatives of asbestos in any form.

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

- directly or indirectly caused by, arising from, or connected with: the use, misuse or existence of nuclear weapons; or the use, misuse, escape or existence of nuclear fuel, waste or nuclear materials or ionising radiation or contamination from such fuels, waste or materials; or combustion, detonation, fission and/or fusion of nuclear fuel or nuclear materials,
- directly or indirectly caused by, arising from, or connected with actual or threatened chemical or biological pollution or contamination; or action taken by a public authority or any body authorised by a public authority to prevent, limit or remedy such actual or threatened release, pollution or contamination.



## Precautions that you need to take

### Precautions

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

- for the safety and protection of your contents and the site,
- to prevent bodily injury or damage to property,
- to prevent damage to your contents,
- to ensure compliance with all statutory obligations, by-laws or regulations imposed by any public authority.

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



## What we will pay – new for old

### Repairing or replacing your contents

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

If we decide to repair or replace your contents:

it will be with new materials or new contents,

we will make reasonable endeavours to match materials and contents.

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

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

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

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

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

When the damage or loss to your contents is such that we decide to pay the amount covered and you are paying your premium in instalments, we will deduct the total unpaid balance of your annual premium from the payment we make.



### Damage to fixed carpets, curtains and internal blinds

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

we also replace undamaged coverings if this is reasonably required to achieve a match with the repair or replacement of the damaged area, the repair or replacement is limited to the room, passageway, stairwell or functional area where the damage occurred.

### Replacing CDs and DVDs

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

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

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

### The AAMI Home Repair Guarantee

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

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

### What we do not pay for

We do not pay for:

the repair or replacement of undamaged contents or any undamaged part of them to match contents we have repaired or replaced, except as provided for under 'Damage to fixed carpets, curtains and internal blinds' on page 26,

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

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

### Maintaining your contents

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

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

### Other costs

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



### Removal of debris

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

### When your contents are removed for storage or repair

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

- the reasonable cost and, at our option, make the necessary arrangements for any necessary removal and storage of your contents during the reasonable period for up to 12 months while your building is being rebuilt or repaired,
- for any additional damage or loss to your contents caused by an insured event while they are at the place of storage or repair, provided the contents amount covered is not exceeded.

### What we cover - additional benefits

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

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

### We help with...

#### Accidental breakage

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

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

We **will not** replace or pay for:

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

#### Accidental breakage when you are a tenant

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

- any area of glass (including glass tint, if fitted),
- glass (but not light globes) in a fixed light fitting,
- basins, sinks, baths, shower bases, lavatory pans or cisterns.

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

**We will not** replace or pay for:

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

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

### **Cover when you are changing homes**

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

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

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

- your new address,
- the date you will move in, and
- any associated information we require.

When you provide us with the details we require, we will tell you whether: your new home is one at which we would normally insure contents, there is any difference in the terms and conditions of your contents policy as it applies at your new address, and there is any difference for the remainder of your period of cover in the premium payable for your contents at your former home and your new home.

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

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

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

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

### **Damage to electric motors**

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

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

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

### **Spoiled frozen food**

We will pay for spoilage of frozen food caused by:

- accidental breakdown of your freezer where your freezer is less than 10 years old, or
- failure of public electricity supply to your home **other than** because of industrial action.

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



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

### Compensation for fatal injuries

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

- the violent attack of a burglar, or
- a storm, fire or lightning,

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



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

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

### When we will pay

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

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

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

### When we will not pay

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

- any of the causes listed under 'What we do not cover' on pages 22 - 23,
- your occupancy or ownership of any residence, building, structure or land including your home building and the site **unless**
  - you rent or lease your home, or
  - your home is a strata-titled property, and
- the legal liability arises from or involves the home or site at which you reside,





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

- you are the tenant of your home, or
- your home is a strata-titled property, and
- the event takes place within the site,

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

a liability which arises only because you have admitted liability, things done intentionally or left undone intentionally by you, or any person acting on your behalf, with reckless disregard for the consequences,

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

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

an animal other than a domestic dog or cat, vibration, or the removal of, or interference with the support of land, buildings or other property,

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

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

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

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

of the accident, were employed by you or any person living at your home,

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

- that part of the building used for performing office work, any business, trade, profession or occupation conducted or operated or undertaken:

- by you or on your behalf,

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

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

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





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

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

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

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

### Helping us to pay your claim

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

This information includes:

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

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

### What happens when you claim on your AAMI policy

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

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

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

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





## What happens to your policy when you claim?

When we establish that...	What happens to your policy
the damage or loss is less than your contents amount covered, we decide either to ...	Your policy continues for the remainder of the period of cover.
the damage or loss is likely to be greater than your contents amount covered, we decide to ...	Your contents cover including the legal liability cover it provides comes to an end.  We also pay, where relevant, any outstanding additional benefits. Because our payment meets all our obligations to you in full, there is no refund of any portion of the premium.  If you wish to reinstate your contents cover, please call us on 13 22 44.

## When you claim on your policy, your responsibilities include

### Preventing further damage or loss

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

### Allowing us access

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

### Obtaining our written authority for the repair of your contents

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

### Obtaining our written consent

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

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

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

- providing us with full details of the claim in writing,
- providing valuations, receipts or other evidence of ownership,
- providing written statements,
- providing other relevant documents,

## Excesses

### Excesses

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

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

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

### Unoccupied excess

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

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

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

an additional compulsory excess is payable.

### What happens when your building and contents are insured with AAMI

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

### AAMI Flexi-Premiums™

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

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

appearing in court and giving evidence.

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

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

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

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

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

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

If you fail to assist us, or do not abide by any of these terms, we may reduce or refuse to pay your claim or be entitled to recover from you any monies paid under the claim.



## Important general information for you

### You can contact us:

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

Via the internet: [aami.com.au](http://aami.com.au)

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

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

### Cover your contents for their current replacement cost

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

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

To help you do this, AAMI provides a contents value calculator that you can access at the AAMI website [aami.com.au](http://aami.com.au) or by calling AAMI on 13 22 44.

### Inflation protection

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

### When we quote you a premium

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

- the value of your contents,
- our experience of the incidence and cost of contents claims,
- the value of the benefits we include in your cover,

- your insurance history,
  - the insured address (the address where your contents are located),
  - the cost of providing legal liability cover,
  - our costs of providing and administering this policy,
  - whether you pay your premium in instalments,
  - any discounts that apply because of your particular circumstances.
- Government taxes and charges are included in the premium we quote.

### Secure contents

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

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

- deadlocked external doors,
  - keyed locks on all accessible windows,
  - a local burglar alarm,
  - a back-to-base burglar alarm,
  - only electronic access (key pad or card) to the site or building,
  - video surveillance of access to the site or building,
  - doorman, security guard or security patrol.
- Please call AAMI on 13 22 44 for further details.

### Paying your premium

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



### **Paying by instalments**

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

### **Your responsibilities when paying by instalments**

When paying by instalments:

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

### **What happens if your instalment remains unpaid?**

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

Any claims arising after the due date may be refused.

### **Changing your instalment payments**

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

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

### **Important things to remember when paying by instalments**

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

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

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

### **Government taxes and charges**

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

### **GST**

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

### **Renewing your policy**

When we offer to renew your policy:

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

we will tell you in writing if there are any changes to the policy.

Changes that benefit you apply from their introduction. Changes introducing limitations apply from the policy's renewal,

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

### **Cooling off period and cancelling this policy**

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

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

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

### **Joint policyholders**

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

### **Contents cover for landlords**

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

### **The privacy of your personal information**

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

### **AAMI's Customer Charter**

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

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

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

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

### **The AAMI Consumer Appeals Service**

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

### **The General Insurance Code of Practice**

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

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

More information on the Code, or a copy of the Code, can be obtained from the Financial Ombudsman Service (FOS). You can contact the FOS on 1300 780 808 (local call cost), or you can access the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

## What do we mean by that?

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

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

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

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

- outbuildings and permanent structural improvements, fixtures and fittings that:

- are permanently attached to the building or the site,

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

- that part of the building used for performing office work,

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

- any jetty at your site used only for domestic purposes.

### **It excludes:**

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

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

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

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

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

- the loose surfaces of tennis courts, driveways and paths,

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

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

- they reasonably belong together, or

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

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

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


**Damage and loss.**

- Damage** means actual physical damage to your contents.

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

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

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



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

**Fire** means burning with flames.

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

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

escapes or overflows from, or cannot enter (because it is full or has overflowed), or is prevented from entering (because other water has already escaped or been released from it), the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel.

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

**Home** means the buildings described above.

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

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

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

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

legislation applying where the lot or unit is located.

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

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

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

**Policy** means this booklet and your **policy schedule**.

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

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

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

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

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



# The AAMI Consumer Appeals Service

## What to do if you are not satisfied with us

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

### 1. Who do you talk to?

If you are unhappy with anything:

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

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

### 2. The AAMI Customer Ombudsman

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

### 3. Appealing to the independent dispute resolution scheme

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

The Financial Ombudsman Service is an independent industry dispute resolution scheme. You can contact the service on 1300 780 808 (local call cost) or by email to [info@fos.org.au](mailto:info@fos.org.au). You can also visit the FOS website at [www.fos.org.au](http://www.fos.org.au). There is no charge for this service.

### 4. Are any decisions binding on you?

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

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

**Theft** means actual or attempted theft and burglary.

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

**Your family** means the following people who normally live with you:  
your spouse or partner,

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

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







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

### **How to contact AAMI**

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

### **How to contact the AAMI Consumer Appeals Service**

Telephone: 1300 130 794 (local call cost).

9am to 5pm EST Monday to Friday.

Fax: (03) 9529 1214.

Write to: The AAMI Customer Ombudsman, AAMI Limited,  
PO Box 14180, Melbourne City Mail Centre, Victoria 8001.  
Email: [consumerappeals@aami.com.au](mailto:consumerappeals@aami.com.au)

### **How to contact the Financial Ombudsman Service**

Telephone: 1300 780 808 (local call cost).

Email: [info@fos.org.au](mailto:info@fos.org.au)

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

**13 22 44**

**aami.com.au**

Customer Comment Line: 1300 360 361  
Australian Associated Motor Insurers Limited  
AFS Licence Number 238173  
ABN 92 004 791 744 ©AAMI®



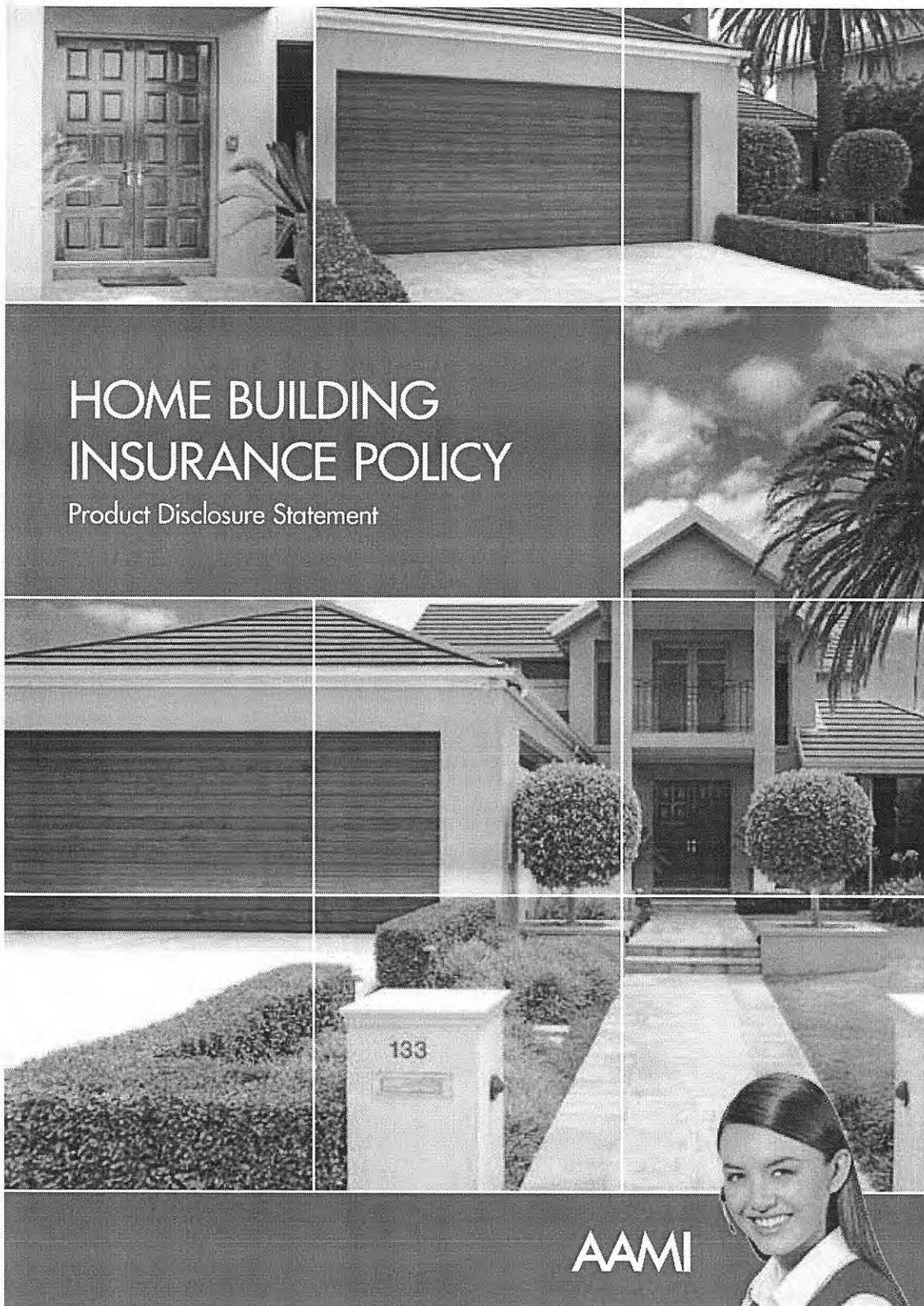
**CONSUMER**

AAMI uses  
**Greenhouse Friendly™**  
ENVI Coated Gloss Paper

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

**AAMI**





**HOME BUILDING  
INSURANCE POLICY**  
Product Disclosure Statement

**AAMI**

## Peace of mind with AAMI

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

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

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

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

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

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

### Peace of mind from guaranteed repair quality

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



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## Important information

### **Your AAMI Product Disclosure Statement The AAMI Home Building Insurance Policy**

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

This Product Disclosure Statement was completed on 31 July 2006.

### **Our commitment to you**

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

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

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

### **We rely on the accuracy of your information**

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

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

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

### **We also require you to:**

observe the conditions contained in your AAMI policy,

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

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

### **Some words in this policy have definite meanings**

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

### **This policy does not cover some events, circumstances and situations**

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

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



## What we cover – the building

What do we cover as the building?	What is it covered against?	How much is it covered for?
The building is the dwelling and other structures at the site used for domestic or residential purposes. See below for what the building includes.	Damage or loss caused by the insured events listed on pages 8 - 13.	The cost of repairing or rebuilding it with new materials to the same size and standard as your current home.

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

### The building includes:

- outbuildings and permanent structural improvements, fixtures and fittings that:
  - are permanently attached to the home building or the site,
  - are stored at the site in a building capable of being locked while awaiting installation.
- that part of the building used for performing office work, services, whether above or below ground, that are your property or for which you are liable,
- any jetty at your site owned by you and used only for domestic purposes.

### The building excludes:

- fixed wall and floor coverings such as carpets, internal blinds, drapes, and curtains,
- any part of the home building or the site used for conducting a business, trade, professional services, or farming of any description,
- any part of the building or other structures at the site that cannot be locked because that building or structure or part of it is being altered, renovated or rebuilt,
- a temporary building or structure or a building or structure in the course of construction,
- houseboats, watercraft, caravans, mobile buildings (fixed or free-standing), motorised vehicles of any type and the parts and accessories of any of these items,
- the loose surfaces of tennis courts, driveways and paths,
- hedges (whether or not they form a fence), lawns, trees, shrubs, plants, flowers, garden beds or any other living material.



## What we cover – insured events

This section describes under the heading:

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

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

**Yes**

**No**

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

**You are not covered for:**

**Animals and birds – the actions of animals and birds**

Damage or loss caused by:

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

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

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

**Earthquake** including subsidence and landslide caused by an earthquake.

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

**Explosion**

**Fire** (burning with flames).

Damage or loss caused by:

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

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



Yes

No

**Impact - sudden and unexpected impact** of any:

- motor vehicle, aircraft, watercraft or space debris,
- object falling from a motor vehicle or aircraft,
- falling tree or part of a tree,
- aerial, mast or satellite dish which breaks or collapses.

**Liquid escaping suddenly and unexpectedly** from a:

- water main, drain, fixed pipe, gutter, guttering, fixed tank or drain,
- sink, basin, bath, shower, toilet or spa bath,
- dishwasher or washing machine,
- fixed heating or cooling system,
- aquarium.

Damage or loss resulting from:

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

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

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

**Riot, civil commotion or labour disturbances**

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



**Yes**

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

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

**No**

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

- escapes or overflows from, or
- cannot enter, because it is full or has overflowed, or
- is prevented from entering, because other water has already escaped or been released from it,
- the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel.

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

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

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

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

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

**Theft** – by persons who are not living with you.

**Thunderbolt and lightning**

## What we do not cover – general exclusions

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

an unreasonable failure to properly maintain or repair your building, wear and tear, rust, deterioration or corrosion, mechanical, structural, electrical, electronic or other failure or breakdown, other than as provided for under 'Damage to electric motors' on page 22, mould, wet or dry rot, rising damp or dampness, flood, storm surge, being an increase in sea level that usually occurs with a severe storm or cyclone, tidal wave, tsunami, high tide or other actions of the sea, erosion or washing away of soil, earth or gravel, the washing away or movement of the surface of any path or driveway which has a surface consisting of a loose material such as gravel, stone or dirt, soil movement or settlement, subsidence or landslide **unless** caused by the insured event of earthquake, the moving, shifting or dislodging of any swimming pool or spa and their covers and liners, or any septic tank or other inground structure **unless** caused by the insured events of earthquake or impact, the actions of trees, plants or their roots, actions of insects (including termites) or vermin,

scratching, chewing, tearing or soiling by animals and birds kept in your building or at the site, the lawful taking or repossession of or from your building or site, for example, a bank taking possession as a result of a mortgage default, fraud or fraudulent means or devices used by you or anyone acting on your behalf to obtain benefit under this policy, deliberate or intentional acts committed by you or someone acting on your behalf or any person living with you, war, wartime activities or revolution including any looting or pillaging, asbestos, asbestos fibres, or derivatives of asbestos in any form,

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

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

directly or indirectly caused by, arising from, or connected with: the use, misuse or existence of nuclear weapons; or the use, misuse, escape or existence of nuclear fuel, waste or nuclear materials or ionising radiation or contamination from such fuels, waste or materials; or combustion, detonation, fission and/or fusion of nuclear fuel or nuclear materials, directly or indirectly caused by, arising from, or connected with actual or threatened chemical or biological pollution or contamination; or action taken by a public authority or any body authorised by a public authority to prevent, limit or remedy such actual or threatened release, pollution or contamination.



## Precautions that you need to take

### Precautions

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

- for the safety and protection of your building and the site,
- to prevent bodily injury or damage to property,
- to prevent damage to your building,
- to ensure compliance with all statutory obligations, by-laws or regulations imposed by any public authority, relating to the safety of persons or property.

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



## What we will pay – new for old

### Repairing or rebuilding your building

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

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

### Repairing your building

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

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

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

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

### Rebuilding your building

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

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

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

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

### **Damage to fixed wall or floor coverings**

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

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

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

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

### **The AAMI Home Repair Guarantee**

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

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

### **Maintaining your building; compliance with statutory requirements**

We insure your home on the condition that it has been and will continue to be properly maintained and repaired, and that it complies and will continue to comply with local government or other statutory requirements.

When you claim for damage or loss to your building, and your building: has not been properly maintained and repaired, or does not comply with local government or other statutory requirements, we may reduce our payment or refuse to pay your claim.

### **Other costs**

We will also pay for the following where applicable.

#### **Demolition and removal of debris**

We will pay the reasonable cost of, and, at our option, arrange for the: demolition of your destroyed building, removal of debris from the site necessary for repairing or rebuilding, removal from the site of fallen and unsafe parts of a tree when the tree or part of it has impacted with your building causing damage or loss.

#### **Making safe**

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

#### **Professional fees**

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

#### **Compliance costs**

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

## What we cover – additional benefits

Additional benefits included within your policy:	Page
The cost of temporary accommodation	20
Accidental breakage	21
Cover when you are changing homes	21
Damage to electric motors	22
Locating water leaks	23
Replacing locks	23
Damage to garden beds, trees, shrubs and other plants	23

### We help with...

#### The cost of temporary accommodation

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

- we are satisfied your building is no longer habitable, and
- you were living permanently in it at the time, and
- you have claimed on this policy and we are satisfied everything is in order.

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

#### Accidental breakage

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

- any area of glass (including glass tint, if fitted) fixed to your building, glass (but not light globes) in a fixed light fitting in your building, fixed basins, sinks, baths, shower bases, lavatory pans or cisterns in your building.

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

#### We will not replace or pay for:

- any glass in a glasshouse or conservatory,
- any part of a fixed cooking or heating appliance (for example, the glass top of a stove),
- any area of glass or any item which is already damaged or in an imperfect condition.

#### Cover when you are changing homes

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

When you provide us with the details we require, we will tell you whether: your new home is one we would normally insure, there is any difference in the terms and conditions of your policy as it applies at your new address, and

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

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

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

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

When you have purchased a new home:

that we have agreed to cover,  
and your current home is being sold,  
but title for your current home has not been transferred to its purchaser, we will cover:

your new home, and

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

An additional premium is payable for this cover.

### **Damage to electric motors**

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

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



### **Locating water leaks**

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

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

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

### **Replacing locks**

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

### **Damage to garden beds, trees, shrubs and other plants**

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

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





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

### When we will pay

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

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

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

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

- there is no other lot or unit above or below your lot or unit, you do not have any other liability insurance for your lot or unit, and we have agreed to provide building insurance for your lot or unit, we will also cover your legal liability arising from accidents that happen on the common property that is shown on the plan and is used for domestic or residential purposes.
- Our payment will not exceed \$10 million in total (including all legal and defence costs and GST).

### When we will not pay

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

- any of the causes listed under 'What we do not cover' on pages 14 - 15, your occupancy or ownership of any residence, building or land other than your home building and the site,

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

a liability which arises only because you have admitted liability,

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

things done intentionally or left undone intentionally by you, or any person acting on your behalf, with reckless disregard for the consequences, lifts, cars, motorbikes, minibikes, vehicles, watercraft (including sail boats) or aircraft (including gliders),

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

an animal other than a domestic dog or cat,

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

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

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

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

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

that part of the building used for performing office work,

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

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

- by you or on your behalf,
- by or on behalf of any person living at your home,
- by or on behalf of any company, trust or other legal entity in which you or any person living at your home has an interest (legal, beneficial or otherwise),
- civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages however described.



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

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

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

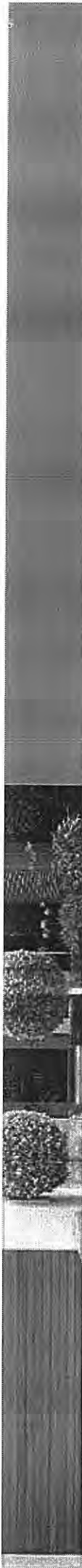
### Helping us to pay your claim

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

This information includes:

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

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



## What happens when you claim on your AAMI policy

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

- for our assessor to meet with you, inspect your building and confirm the full details of the damage or loss,
- temporary repairs to and the securing of your building,
- temporary accommodation for you and your family. See page 20.

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

### Repairing or rebuilding your building

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

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

### Changes to your building

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

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

## What happens to your policy when you claim?

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



## **When you claim on your policy, your responsibilities include**

### **Preventing further damage or loss**

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

### **Allowing us access**

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

### **Obtaining our written authority for the repair of your building**

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

### **Obtaining our written consent**

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

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

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

- providing us with full details of the claim in writing,
- providing valuations, receipts or other evidence of ownership,
- providing written statements,
- undergoing an interview or interviews about the circumstances of the claim,
- appearing in court and giving evidence.

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

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

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

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

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





## Excesses

### Excesses

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

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

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

#### Unoccupied excess

Your home building is at greater risk of damage or loss when it is unoccupied for a lengthy period.

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

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

### What happens when your building and contents are insured with AAMI

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

#### AAMI Flexi-Premiums™

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

## Important general information for you

### You can contact us:

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

Via the internet: [aami.com.au](http://aami.com.au)

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

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

### When we quote you a premium

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

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

our experience of the incidence and cost of building claims,

the value of the benefits we include in your cover,

your insurance history,

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

the cost of providing legal liability cover,

our costs of providing and administering this policy,

whether you pay your premium in instalments,

any discounts that apply because of your particular circumstances.

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

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

### **Paying your premium**

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

### **Paying by instalments**

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

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

### **Your responsibilities when paying by instalments**

When paying by instalments:

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

### **What happens if your instalment remains unpaid?**

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

Any claims arising after the due date may be refused.

### **Changing your instalment payments**

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

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

### **Important things to remember when paying by instalments**

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

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

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

### **Government taxes and charges**

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

### **GST**

Any amounts we pay under this policy include GST.

### **Renewing your policy**

When we offer to renew your policy:

- we will send you a notice before the policy expiry date,
- we will tell you in writing if there are any changes to the policy.
- Changes that benefit you apply from their introduction. Changes introducing limitations apply from the policy's renewal,
- we may require an additional premium if you make a claim in the short period between the time we calculated the renewal premium and the expiry of your policy. If the additional premium is not paid, we may reduce the period of cover to match the reduced amount paid.

### **Cooling off period and cancellation**

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

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

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

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

### **Joint policyholders**

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

### **Cover for landlords**

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

### **The privacy of your personal information**

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

### **AAMI's Customer Charter**

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

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

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

### **The AAMI Consumer Appeals Service**

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

### **The General Insurance Code of Practice**

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

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

More information on the Code, or a copy of the Code, can be obtained from the Financial Ombudsman Service (FOS). You can contact the FOS on 1300 780 808, toll free, or you can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## What do we mean by that?

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

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

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

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

**Damage and loss.**

**Damage** means actual physical damage to your building.

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

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

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

**Fire** means burning with flames.

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

**Flood** means the inundation or covering of normally dry land by water which: escapes or overflows from, or cannot enter (because it is full or has overflowed), or is prevented from entering (because other water has already escaped or been released from it),

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

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

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

**Home does not** mean your home contents.

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

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

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

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

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

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

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



# The AAMI Consumer Appeals Service

**Policy** means this booklet and your policy schedule.

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

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

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

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

**Theft** means actual or attempted theft and burglary.

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

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

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

## What to do if you are not satisfied with us

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

### 1. Who do you talk to?

If you are unhappy with anything:

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

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

### 2. The AAMI Customer Ombudsman

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

### 3. Appealing to the independent dispute resolution scheme

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

The Financial Ombudsman Service is an independent industry dispute resolution scheme. You can contact the service on 1300 780 808 toll free or by email to [info@fos.org.au](mailto:info@fos.org.au). You can also visit the FOS website at [www.fos.org.au](http://www.fos.org.au). There is no charge for this service.

#### **4. Are any decisions binding on you?**

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

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

##### **How to contact AAMI**

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

##### **How to contact AAMI Consumer Appeals**

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

9am to 5pm EST Monday to Friday.

Fax: (03) 9529 1214.

Write to: The AAMI Customer Ombudsman, AAMI Limited.

PO Box 14180, Melbourne City Mail Centre, Victoria 8001.

Email: [consumerappeals@aami.com.au](mailto:consumerappeals@aami.com.au)

##### **How to contact the Financial Ombudsman Service**

Telephone: 1300 780 808 toll free.

Email: [info@fos.org.au](mailto:info@fos.org.au)

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

**13 22 44**

**aami.com.au**

Customer Comment Line: 1300 360 361  
Australian Associated Motor Insurers Limited  
AFS Licence Number 238173  
ABN 92 004 791 744 ©AAMI®



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**AAMI**



# ANNEXURE 2

CLAIM ENQUIRY - CLAIM DETAILS

OPTION \_\_\_\_\_

USER

Selection \_\_\_\_ Sel Claim No \_\_\_\_\_

Locked by User

Service Category A - ASSIST(LNK)-ASSESS(CLT MGT)-PYMNT-RCVR

Claim No \_\_\_\_\_ Status FINAL Complete Ind C COMPLETE

Policy No \_\_\_\_\_ Class HOM SubClass BLD Coy 1 St 41 Br 4112

Corp Cust AAMI Ref Cost Centre 41

Client \_\_\_\_\_ MRS ELYSE MARGARET LASZLO

MR NICK JOHN LASZLO

T/As

Inv Addr

Nature Code ST STORM & RAINWATER Complete Dte 11/01/2011

Claim Desc WE JUST WATER GO RIGHT THROUGH MY HOUSE. ABOUT 1 METRE HIGH.

Date Loss 11/01/2011 Time of loss 12:00 Date Reportd 11/01/2011

Catastrophe H115 Incident BPay

User Resp QHST2 Branch Resp 4112 Cust Ref

Orig Est 3013 Created 11/01/2011 Finalised 16/05/2011

Last Trans 16/05/2011 Reopened FW 13/05/2011 Reinstated

Highlight F/shts Prtd Est Recov OS

Totals	Gross	Local	Treaty	Net	Excess/Loss
Est O/S	0.00	0.00	0.00	0.00	
Paid	2009.40	0.00	0.00	2009.40	
Cost	2009.40	0.00	0.00	2009.40	

PF 1 HELP 3 PREV 5 SUSP 10 LOCK 11 MENU 12 MAIN CL EXIT



Home Claim Policy Details

OPTION \_\_\_\_\_

USER [REDACTED]

PAGE 1 OF 1

Selection \_\_\_\_\_ Corp Cust AAMI Cost Cntr 41

CLIENT Type CT

Insured: MRS ELYSE MARGARET LASZLO

MR NICK JOHN LASZLO

Address: [REDACTED] MANNIKIN ST NARANGBA 4504

Phone (H) [REDACTED] (B) [REDACTED] (Mob) [REDACTED] (Fax) [REDACTED]

RISK Address: [REDACTED] MANNIKIN ST NARANGBA 4504

POLICY Class HOM

Policy [REDACTED] Category POLICY

Inception 26/03/2007 Prev Insurer 64 ADDITIONAL AAMI

Due Date 26/03/2011 CanReas

Paid to 26/03/2011 Pay Status Freq A - ANNUALLY

Sub	Class	SumIns	Eff Date	Rating/	Date	Premium	Prem	Reason	Auto Cancel
BLD	CRC	26/03/2010	01 / 03	26/03/2010	413.00	Y			
CTS	104750	26/03/2010	01 / 03	26/03/2010	293.00	Y			
PVS	1000	26/03/2010	01 / 03	26/03/2010	58.00	Y			
0108	- END OF SELECTED RANGE								
PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT									

CLAIM DETAILS OPTION  
AAMI Claim Loss Date 11 01 2011 USER  
Selection: \_\_\_\_\_  
Customer: EM & NJ LASZLO  
Risk Addr: MANNIKIN ST NARANGBA 4504  
Type: GENERAL COMMENTS  
Selection2: \_\_\_\_\_ \*\*\*\*\* TOP OF DATA \*\*\*\*\*  
00001 11012011 \*\*STORM\*\*  
00002 MRS IO LODGED  
00003 SAID ALL FURNITURE CARPETS RUINED. COVERED IN MUD.  
00004 PAINT COMING OF WALLS.  
00005 REQUESTED EMERG ACCOMM. HOUSE NOT LIVEABLE.  
00006 BEST CONTACT FRIEND ELYSHIA. IOS PHONES ALL WET.  
00007 IO MENTIONED SHE IS BOOKED INTO HOSPITAL IN 2 WEEKS FOR A BRAIN  
00008 OPERATION AT THE MATER PRIVATE AT SOUTH BRISBANE.  
00009 COULD ACCOMMODATION BE CONSIDERED WITH THIS IN MIND IF POSSIBLE.  
00010 C.A NSW  
00011 ..  
00012 11/01/2011  
00013 CALLED LIDO TO ARRANGE EM ACCOM  
\* 00014 CALLED AT 412PM

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

## CLAIM DETAILS

OPTION

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: \_

Customer: EM &amp; NJ LASZLO

Risk Addr: MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_

\* 00015 REQUESTED ROOM SUITABLE FOR 2 ADULTS, 1 CHILD, NO SMOKING  
00016 CA NSW  
00017  
00018 11/01/2011  
00019 CALLED  
00020 ACCOM FOUND AT OAKES FESTIVAL APPARTMENTS  
00021 2 BEDROOM FULL SELF CONTAINED UNTI  
00022 \$294 PER NIGHT  
00023 108 ALBERT ST BRISBANE CITY  
00024 - CALLED IO TO ADV  
00025 - LEFT MESSAGE ON IO FRIENDS PHONE  
00026 - CALLED AND SPOKE WITH IO AND ADV OF ACCOM  
00027 --- CHECKING WITH TO ENSURE SAFE AREA TO SEND IO TO  
\* 00028 AWAIT CONFIRMATION THAT AREA IS NOT ON ALERT FOR FURTHER FLOODING

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

██████████ CLAIM DETAILS OPTION \_\_\_\_\_  
AAMI Claim ██████████ Loss Date 11 01 2011 USER ██████████  
Selection: \_\_\_\_\_

Customer: EM & NJ LASZLO

Risk Addr: ████████ MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00029 - ALSO NEED TO FIND OUT IF IO WILL BE ABLE TO TRAVEL TO THE ACCOM  
00030 ██████████ CA NSW  
00031 ,  
00032 11/01/2011  
00033 ██████████ CALLED BACK TO ADV OF ANOTHER OPTION FOR ACCOM  
00034 QUEST SPRING HILL  
00035 454 UPPER EDWARD ST  
00036 PH ██████████  
00037 2 BEDROOM UNIT  
00038 ██████████ ADV THAT THE ACCOM IS ON HIGHER GROUND AND IS SAFE FOR IO  
00039 ██████████ CA NSW  
00040 .  
00041 11.01.11  
\* 00042 CALLED CONTACT ██████████ AND ADV OF THE ABOVE ACCOMM DET'S

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



## CLAIM DETAILS

OPTION \_\_\_\_\_

AAM1

Claim

Loss Date 11 01 2011 USER

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: ■■■ MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_ \_ \_ \_ \_

\* 00043 THEY WILL CALL SES BEFORE LEAVING TO ENSURE THEY CAN GET TO ACCOMM  
00044 ■■■ OOH CA NSW LEADER  
00045 ..  
00046 11/1/2011  
00047 IO CALLED BACK @ 7PM TO ADVISE  
00048 - ACCOMMODATION TOO FAR AWAY AND NOT SAFE TO GET THERE  
00049 - CALLED ■■■ BACK - SPK TO ■■■ TO CANCELL  
00050 ■■■ OUTBOUND  
00051 .  
00052 12.01.11  
00053 INBOUND FROM MRS IO  
00054 - MR IO CALLED TO FIND OUT WHEN THE ASSESSOR IS GOING TO BE ATTENDING.  
00055 - ADVISED IO THAT WE HAVE NOT RECIEVED WORD ON HOW THIS IS GOING TO  
\* 00056 WORK.

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER NOPEU

Selection: \_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: [REDACTED] MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_ \_ \_ \_

\* 00057 - ADVISED HE WILL BE CTC'D ONCE WE ARE ABLE TO START THE ASSESMENTS  
00058 - MR IO HAS ADVISED THAT HE HAS OPTED TO STAY WITH A FRIEND INSTEAD OF  
00059 THE ACCOMODATION OFFERED  
00060 - MR IO ADVISED CPTS ARE BEING TO SMELL  
00061 - ADVISED THAT HE CAN DISPOSE OF THE CPTS AND ANY FURNITURE THAT MAY  
00062 SMELL  
00063 - MR IO HAS ADVISED THAT HE HAS TAKEN ALOT OF PHOTOS OF ALL OF HIS  
00064 CTS.  
00065 - MR IO HAS CONF THAT WHAT HAPPEND WAS THAT THERE WAS A STORM WATER  
00066 BREAK A FEW STREETS AWAY AND HE HAS ACCESS TO VIDEO FOOTAGE OF ALL  
00067 OF THIS.  
00068 - CONF MR IO HE CAN THROW THESE CPTS OUT JUST TO KEEP A SAMPLE SO WE  
00069 ARE ABLE TO CONF WHAT KIND OF CPTS THEY ARE  
\* 00070 [REDACTED] NSW HC

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim

Loss Date 11 01 2011 USER NOPEU

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00071 \*\*\*\*\*

00072 14.01.2011

00073 -----PLS READ-----

00074 IO HAS BEEN PREVIOUSLY OFFERED ACCOMODATION

00075 AS THIS CLAIM IS LIKLY TO BE CONCIDERED 'FLOOD' NO POLICY BENIFITS ARE

00076 TO BE AUTHORISED ON THIS CLAIM UNTILL ASSESED (ACCOM / EM SEC / FUNDS)

00077 IF IO CALL BACK REQUESTING TO UTILISE POLICY BENIFITS PLEASE EXPALIN

00078 TO IO THAT CLAIM HAS NOT BEEN ACCEPTED AT THIS STAGE AND NIL BENIFITS

00079 AVAIL AT THIS TIME

00080 PLEASE ADVISE IO THAT HER CLAIM HAS BEEN PASSED TO MANAGEMENT TO ORG

00081 FIRST POSSIBLE ASSESMENT.

00082 IF ANY ISSUES - PLEASE REFFER/PASS CALL TO TSO OR LEADER

00083 CA NSW

\* 00084 ...

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

OPTION \_\_\_\_\_

Claim

Loss Date 11 01 2011 USER NOPEU

Customer: EM & NJ LASZLO

Risk Addr: ■■■ MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00085 14/1/2010 INTRO CALL COMPLETE MR INSURED ON MOBILE(ONLY CONTACT)  
00086 AWARE XS AND NCB  
00087 \*\* AWARE CLAIM FOR CONSIDERATION\*\*  
00088 INSURED HAS REMOVED CARPETS AS SMELLY  
00089 \*\*INSURED SAID WATER WAS APROX 230 MM THROUGHOUT  
00090 AWARE HAVE BOOKED ASSESMENT  
00091 [REDACTED]  
00092 NEXT ACTION POST ASSESMENT  
00093 20/1/2011 RECIVED CALL FROM INSURED TO QUERY ASSESMENT  
00094 HAVE E-MAILED HAIS TO DESKTOP CLAIMS  
00095 [REDACTED]  
00096 NEXT ACTION POST ASSESMENT  
00097 2/21/2011 AS PER DESK TOP REQUEST HAVE RE SENT HAIS\*\*\*  
\* 00098 27.01.11 PEN RECORDED

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



## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00099 [REDACTED]  
00100 - PMT NOT AUTH'D CORRECTLY  
00101 NO DATES FOR AUTHORISATION  
00102 RETURNED TO HOME  
00103 [REDACTED] BNE 2ND AUTH  
00104 .....  
00105 14/02/2011  
00106 MS IO CALLED TO GET AN UPDATE FOR THE AAMI ASSESMENT THAT WAS DONE  
00107 1 WEEK AGO. NIL UPDATES.  
00108 IO TO CONTACT CM.  
00109 [REDACTED]  
00110 \*\*\*\*\*  
00111 15/2/2010 RECIVED CALL FROM MRS INSURED WANTING UPDATE  
\* 00112 HAVE PASSED TO FLOOD TEAM TO FOLLOW UP WITH INSURED

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: [REDACTED] MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00113 AS MRS INSURED HAS RECENTLY HAD BRAIN SURGERY  
00114 DID NOT WANT TO PUT THROUGH TO ANOTHER QUE  
00115 [REDACTED]  
00116 NEXT ACTION POST ASSESMENT  
00117 ..  
00118 15.02.2011 PROGRESS CALL INCOMPLETE LEFT MSG AWAITING FOR REPORTS  
00119 CUNNINGHAM & LINDSAY REPORT  
00120 HYDROLOGIST REPORT  
00121 - ADVISED IN MSG ONCE TO HAND AAMI WILL CONTACT TO ADVISE  
00122 - NEED TO RECONFIRM HOME BUILDING AND CONTENTS NOT COVERED  
00123 BY FLOOD ASMPER AAMI POLICY REPORTS REQUIRED TO DETERMINE  
00124 IF POLICY WILL RESPOND OR NOT AND WE WILL ADVISE ASAP  
00125 ONCE REPORTS TO HAND AND HAVE BEEN REVIEWED.  
\* 00126 NEXT ACTION : POST ASSESSMENT CALL ONCE REPORTS TO HAND

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00127

00128 .

00129 15/02/2011 - INBOUND CALL INSD NICK

00130 .

00131 ADVISED INSD AS PER LAST NOTE, WAITING ON HYDRO &amp; C&amp;L REPORT. ONCE AT

00132 HAND, WILL CONTACT TO DISCUSS NEXT STEPS. ISND ADVISED WATER CAME UP

00133 FROM ROAD DUE TO HEAVY RAINFALL.

00134 .

00135 NEXT ACTION:

00136 AW ASSESSMENT REPORT

00137 AW HYDROLOGY REPORT

00138 .

00139 \*\* \*\*

\* 00140 .

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: \_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: [REDACTED] MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_ \_ \_ \_ \_

\* 00141 21.02.2011 INSURED CALLED @ 14.41

00142 - ADV HAS S/W WITH IAC AND THEY ADVISED THEY ARE NOT SUPPLYING

00143 HYROLOGIST REPORTS FOR THERE AREA

00144 - ADV WILL NEED TO CHK WITH MANAGEMENT AS WE ARE UNDER THE IMPRESSION

00145 THAT THIS WAS THE CASE.

00146 \*\*\*\*\*

00147 REFER TO [REDACTED]

00148 - ADV OF THE ABOVE - WOULD F/UP

00149 - ADV TO SEND REQUEST TO WRM TO PROVIDE A INDEPENDANT RPT

00150 \*\*\*

00151 EMAILED HAIS TO WRM TO OBTAIN

00152 \*\*

00153 NEXT ACTION - HYROLOGIST RPT

\* 00154 - CL ASSESSMENT

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



## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00155

00156 ./././

00157 22.02.2011 - EMAILED RECEIVED FOR DESKTOP

00158 - CONFIRMS ASSESSMENT WAS ARRANGED AND REPORT RECEIVED

00159 \*\*

00160 CALLED INSURED @ 13.40

00161 - CONFIRMED THE ASSESSMENT TOOK PLACE 02/02

00162 - ASSESSOR WAS WHOM GOES BY THE NAME OF

00163 MOB

00164 \*\*

00165 EMAILED SIMON

00166

00167 ./././

\* 00168 10.03.2011 INSURED CALLED @ 16.26

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00169 - ADV HYROLOGIST ATTENDED LAST WEEK

00170 - ADV WILL F/UP WITH MANAGEMENT TO SEE IF THEY HAVE RECEIVED

00171 \*\*\*

00172 WRM TO FORWARD THROUGH THIS AFTERNOON OR TOMORROW MORNING

00173 \*\*

00174 CALLED INSURED - LM ON MOB

00175 - ADV OF THE ABOVE

00176

00177 ./. /. /

00178 11.03.2011 ALL REPORTS RECEIVED

00179 - UPDATED CL ASSESSMENT REPORT

00180 \*\*\*FILE JACKET CREATED \*\*\*

00181 \*\*\*

\* 00182 CALLED INSURED @ 12.50

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: [REDACTED] MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00183 - ADV REPORTS RECEIVED AND PASSED TO MANAGEMENT FOR REVIEW

00184 - UNABLE TO GIVE TIMEFRAME

00185 \*\*

00186 [REDACTED]

00187 :/:/:/

00188 15.03.11 FINAL/DENIAL CALL MADE TO MR INSURED AT 15.22

00189 ADV INSURED UNFORTUNATELY, THE HYDRO REPORT STATED THAT THE

00190 INUNDATION OF THE HOME WAS DUE TO THE FLOODWATERS COMING FROM

00191 THE BUNDABERG CREEK.

00192 INSURED WOULD LIKE TO SEE THE REPORT WHICH HE UNDERSTAND WE

00193 WILL SEND.

00194 .

00195 ESTIMATE ADJUSTED TO NIL AND CLAIM DENIED.

\* 00196 DIARY REMOVED\

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

CLAIM DETAILS  
AAMI Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED] OPTION [REDACTED]  
Selection: [REDACTED]  
Customer: EM & NJ LASZLO  
Risk Addr: [REDACTED] MANNIKIN ST NARANGBA 4504  
Type: GENERAL COMMENTS  
Selection2: [REDACTED]  
\* 00197 [REDACTED]  
00198 /  
00199 18032011  
00200 - RECEIVED CALL FROM MR IO  
00201 - MR IO WANTED TO SPEAK TO [REDACTED]  
00202 - ADV MR IO THAT AT THIS STAGE [REDACTED] WAS UNAVAILABLE AND THAT I WOULD  
00203 NEED TO HAVE HER RETURN HIS CALL  
00204 - MR IO ADV THAT HIS MAIN REASON TO CALL WAS THAT HIS DENIAL LETTER  
00205 REFERRED TO A HYDROLOGIST REPORT BUT IT WAS NOT INCLUDED WITH HIS  
00206 LETTER  
00207 - APOLOGISED TO MR IO AND HAVE ADVISED THAT THE REPORT SHOULD HAVE  
00208 BEEN INCLUDED IN THE LETTER ALONG WITH THE CL REPORT  
00209 ..  
\* 00210 - MR IO HAS ASKED IF I CAN ARRANGE TO HAVE THE HYDROLOGY REPORT  
  
PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT



## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00211 FAXED TO HIM TODAY, CONFIRMED THAT I WOULD DO THIS FOR HIM.  
00212 - ADV IO THAT I WOULD ALSO POST HIM A COLOUR COPY OF THE REPORT ALONG  
00213 WITH A COPY OF THE CL REPORT  
00214 - IO HAPPY WITH THIS.  
00215 --  
00216 - IO HAS ALSO ADV THAT HE WILL BE RESPONDING TO THE DENIAL LETTER IN  
00217 WRITING NEXT WEEK BUT WOULD LIKE TO START THE APPEALS PROCESS NOW  
00218 IF POSSIBLE  
00219 - HAVE ADV THAT THE APPEALS PROCESS CAN START AND HAVE ADVISED THAT  
00220 I CAN ACTUALLY FORWARD HIS CLAIM THROUGH TO CAS TO ACTION THIS  
00221 - IO HAS AGREED FOR ME TO ACTION THIS AS LONG AS HIS LETTER WOULD  
00222 ALSO BE REVIEWED  
00223 - CONFIRMED THAT ONCE RECEIVED A COPY WOULD BE SENT TO CAS TO BE ADDED  
\* 00224 TO THE FILE AND THE REVIEW

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: ■ MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00225 ..

00226 - EMAIL SENT TO CAS TO START REVIEW OF DECISION MADE

00227 - ELECTRONIC COPY OF FILE SENT TO CAS AS PART OF EMAIL.

00228 ..

00229 - IO'S CONTACT DETAILS PASSED TO ■■■■■ TO CALL IO AS HE WOULD

00230 STILL LIKE TO SPEAK TO HER

00231 ■■■■■

00232 \*\*\*

00233 .....

00234 ■■■■■ ..TECH EVENTS MANAGER...18/03/2011...3.8PM

00235 ACTION:

00236 HAVE SPOKEN BRIEFLY WITH INSURED REGARDING DECLINE OF CLAIM - INSURED

00237 WAS IN A CONFERENCE CALL ON ANOTHER PHONE AND REQUESTED THAT I CALL HI

\* 00238 M BACK - WE HAVE ARRANGED FOR ME TO CALL HIM ON MONDAY 21/03/2011 AT 2

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: [REDACTED] MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00239 .30PM QLD TIME TO DISCUSS DECLINE OF CLAIM FURTHER

00240 NEXT ACTION:

00241 CONTACT INSURED AT 2.30PM ON 21/03/2011 - REMINDER SET IN CALENDAR

00242 .....

00243 [REDACTED]...TECH EVENTS MANAGER...21/03/2011...2.52PM

00244 ACTION: HAVE SPOKEN WITH MR INSURED REGARDING HIS CLAIM - HAVE EXPLAIN

00245 ED THE IDR PROCESS TO HIM AND CONFIRMED THAT THE FILE HAS BEEN SENT TO

00246 CAS AND THAT SOMEONE WILL CONTACT HIM FROM THAT DEPARTMENT. INSURED I

00247 S GOING TO EMAIL A FURTHER EMAIL TO ME THIS EVENING WITH A PICTURE AND

00248 MAPPING WHICH I HAVE ADVISED I WILL FORWARD TO CAS. I HAVE ALSO ADVIS

00249 ED THAT I WILL REPLY TO INSURED EMAIL CONFIRMING RECEIPT OF HIS EMAIL

00250 AND ATTACHED DOCS. INSURED HAPPY WITH THIS.

00251 NEXT ACTION: AWAIT EMAIL WITH ATTACHED DOCS FROM INSURED AND FORWARD T

\* 00252 O CAS FOR REVIEW.

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

[REDACTED]		CLAIM DETAILS	OPTION [REDACTED]
AAMI	Claim [REDACTED]	Loss Date 11 01 2011	USER [REDACTED]

Selection: \_\_\_\_  
 Customer: EM & NJ LASZLO  
 Risk Addr: [REDACTED] MANNIKIN ST NARANGBA 4504  
 Type: GENERAL COMMENTS  
 Selection2: \_ \_\_\_\_

```

* 00253 .....
00254 .....
00255 22032011
00256 RECEIVED CORRESPONDENCE FROM IO
00257 FORWARDED TO CAS AS PER DIRECTION FROM [REDACTED]
00258 [REDACTED]
00259 **
00260 22.03.11
00261 ADDITIONAL CORRO RECEIVED FROM STATE, PRINTED ATTACHED TO DUMMY FILE
00262 [REDACTED] CAS ADMIN
00263 /.
00264 .....
00265 [REDACTED] ..TECH EVENTS CLAIMS MANAGER...8.56AM....22/03/2011
* 00266 ACTION: HAVE RECEIVED CORRO FROM INSURED WHICH HAS BEEN FORWARDED TO L
  
```

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

██████████ CLAIM DETAILS OPTION \_\_\_\_\_  
AAMI Claim ██████████ Loss Date 11 01 2011 USER NOFEU

Selection: \_\_\_\_\_

Customer: EM & NJ LASZLO

Risk Addr: █████ MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00267 ██████████ TO FORWARD TO CAS. HAVE REPLIED TO INSURED ACKNOWLEDGING R  
00268 RECEIPT OF EMAIL AND ATTACHED DOCS AND ADVISING THAT THEY WILL BE FORWA  
00269 RDED TO CAS.  
00270 //  
00271 29.0.1)  
00272 LETTER MAILED TO INSURED ADVISING I AM REVIEWING THE FILE AND EXPECT  
00273 TOMAKE A FINAL DECISION BY 8 APRIL 2011.  
00274 ██████████  
00275 CAS  
00276 ///  
00277 01.04.11 AW CAS REVIEW  
00278 ██████████  
00279 /  
\* 00280 11.04.11

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



## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: [REDACTED] MANNIKIN ST NARANGBA 4604

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00281 CAS REVIEW COMPLETED

00282 \* DECISION MAINTAINED

00283 - CAS SATISFIED DAMAGE AS A RESULT OF FLOOD

00284 - CAS SATISFIED OVERFLOW FROM BURPENGARY CREEK WAS CAUSE OF DAMAGE

00285 \*

00286 - LETTER MAILED AND EMAILED TO INSURED

00287 - FILE RETURNED TO [REDACTED]

00288 \*

00289 [REDACTED]

00290 CONSUMER APPEALS

00291 ////////////////

00292 14.04.11 AS PER ABOVE. DIARY REMOVED

00293 [REDACTED]

\* 00294 /

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00295 19.04.11

00296 SOLS EMAIL RECEIVED, PASSED TO ROBERT HAZELL

00297 CAS ADMIN

00298 /.

00299 27.04.11

00300 ORIGINAL COPY OF SOLS LETTER RECEIVED IN CAS.HELD IN FOLDER

00301 CAS ADMIN

00302 /.

00303 02052011

00304 - WRM WATER INVOICE RECEIVED FOR HYDROLOGY REPORT

00305 - OK TO PAY AS PER HX 2

00306

00307 \*\*\*

\* 00308 17.05.11

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

## CLAIM DETAILS

OPTION \_\_\_\_\_

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: \_\_\_\_\_

Customer: EM &amp; NJ LASZLO

Risk Addr: MANNIKIN ST NARANGBA 4504

Type: GENERAL COMMENTS

Selection2: \_\_\_\_\_

\* 00309 LETTER MAILED TO SOLS ADVISING INSURED ALREADY RAISED IDR DISPUTE  
00310 AND DECISION MAINTAINED  
00311 - LETTER MAILED TO SOLS INCLUDING MAINTAIN LETTER  
00312  
00313 CAS  
00314 ///

\*\*\*\*\* BOTTOM OF DATA \*\*\*\*\*

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

**Home Assessment Instruction Sheet**

Claim: [REDACTED]

Client: AAMI

Customer: MRS ELYSE MARGARET LASZLO &amp; MR NICK JOHN LASZLO

Risk Address: [REDACTED] MANNIKIN ST NARANGBA QLD 4504

Contact 1: ELYSE MARGARET LASZLO IO [REDACTED] M FRIEND ELISHIA'S PHONE  
 Contact 2: ELYSE IO [REDACTED] H \*\* [REDACTED] - MR IO -  
 Contact 3: ELYSE IO [REDACTED] M

**Bookings:**

Booking Date: 14/01/2011 00:00 Resource Type: ASMS Name:

**Policy Details:**

Class: HOM Subclass: BLD

Policy1 Number: [REDACTED]

Inception: 26/03/2007 Due Date: 26/03/2011

Class: HOM Subclass: CTS

Policy2 Number: [REDACTED]

Inception: 26/03/2007 Due Date: 26/03/2011

Class: HOM Subclass: PVS

Policy3 Number: [REDACTED]

Inception: 26/03/2007 Due Date: 26/03/2011

Occupied As: OWNER

Business Use: N

Bld Constr: BRICK VENEER

Roof: IRON

Type: HOUSE

NH Level:

Trust Class: NOT CLASSIFIED

Win Grille: N

Win Locks: Y Deadlocks: Y

Alarm Type: LOCAL ALARM

Video Surveill: N Security Guard: N

Electronic Acc: N

Common Prop.: N

Sum Insured: BUILDING CONTENTS EXTRA COVER

CRC

\$104,750

\$1,000

**Specified Items:**

CTS	GENERAL CONTENTS	\$98,750
CTS	MODEL SAILING SHIP	\$1,000
CTS	MODEL SAILING SHIP	\$1,000
CTS	WEDDING RING - LOWER BAND 5 DIAMONDS IN BAND	\$4,000
	TOP ROW OF SMALLER DIAMONDS SURROUNDING 1	/...

## Home Assessment Instruction Sheet

Claim:



### Policy Details <sup>cont</sup> :

Specified Items <sup>cont</sup> :

PVS      UNSPECIFIED

\$1,000

Previous Claims :

Loss Date   SC      Nature Code  
NONE

NCB?

Cost

Status

Finalised

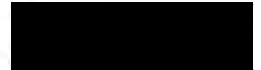
Policy Conditions:

PVS      PVS HAS BEEN AUTO ADDED - DO NOT US



## Home Assessment Instruction Sheet

Claim:



### Claim Details<sup>cont</sup> :

3rd Party Recovery Details<sup>cont</sup> :

#### Claim Excess Details:

\$1,100 YES - APPLIES

#### Claim Components:

Sub Class	L	New Claim	NCB Effect	Claim Status	Original Estimate
BLD	N	Y	NCB AFFECTED	CURRENT-OPEN CLAIM	\$3,013.00
CTS		N			\$0.00
PVS		N			\$0.00

#### Emergency Details:

Emergency Securing :

Alternate Access: N

Emergency Accommodation Provided: Y Trauma Counselling Flagged: N

Client Manager: QUEENSLAND CLIENT

Checklist Indicators :

RTS: N

#### General Comments :

11012011 \*\*STORM\*\*

MRS IO LODGED

SAID ALL FURNITURE CARPETS RUINED. COVERED IN MUD.  
PAINT COMING OF WALLS.

REQUESTED EMERG ACCOMM. HOUSE NOT LIVEABLE.

BEST CONTACT FRIEND ELYSHIA. IOS PHONES ALL WET.

IO MENTIONED SHE IS BOOKED INTO HOSPITAL IN 2 WEEKS FOR A BRAIN  
OPERATION AT THE MATER PRIVATE AT SOUTH BRISBANE.

Claim Details<sup>cont</sup> :

General Comments<sup>cont</sup> :

COULD ACCOMMODATION BE CONSIDERED WITH THIS IN MIND IF POSSIBLE.

[REDACTED] C.A NSW

..

11/01/2011

CALLED [REDACTED] TO ARRANGE EM ACCOM

CALLED AT 412PM

REQUESTED ROOM SUITABLE FOR 2 ADULTS, 1 CHILD, NO SMOKING

[REDACTED] CA NSW

.

11/01/2011

CALLED [REDACTED]

ACCOM FOUND AT OAKES FESTIVAL APPARTMENTS

2 BEDROOM FULL SELF CONTAINED UNTI

\$294 PER NIGHT

108 ALBERT ST BRISBANE CITY

- CALLED IO TO ADV

- LEFT MESSAGE ON IO FRIENDS PHONE

- CALLED AND SPOKE WITH IO NEPHEW JOEL AND ADV OF ACCOM

--- CHECKING WITH LIDO TO ENSURE SAFE AREA TO SEND IO TO

AWAIT LIDO CONFIRMATION THAT AREA IS NOT ON ALERT FOR FURTHER FLOODING

- ALSO NEED TO FIND OUT IF IO WILL BE ABLE TO TRAVEL TO THE ACCOM

[REDACTED] CA NSW

.

11/01/2011

LIDO CALLED BACK TO ADV OF ANOTHER OPTION FOR ACCOM

QUEST SPRING HILL

454 UPPER EDWARD ST

PH 07 30262500

2 BEDROOM UNIT

LIDO ADV THAT THE ACCOM IS ON HIGHER GROUND AND IS SAFE FOR IO

[REDACTED] CA NSW

.

11.01.11

CALLED CONTACT ALICIA AND ADV OF THE ABOVE ACCOMM DET'S

THEY WILL CALL SES BEFORE LEAVING TO ENSURE THEY CAN GET TO ACCOMM

[REDACTED] OOH CA NSW LEADER

..

11/1/2011

IO CALLED BACK @ 7PM TO ADVISE

- ACCOMMODATION TOO FAR AWAY AND NOT SAFE TO GET THERE

- CALLED LIDO BACK - SPK TO [REDACTED] TO CANCELL

[REDACTED] OUTBOUND

.

12.01.11

## Home Assessment Instruction Sheet

Claim: [REDACTED]

### Claim Details<sup>cont</sup>:

#### General Comments<sup>cont</sup>:

INBOUND FROM MRS IO

- MR IO CALLED TO FIND OUT WHEN THE ASSESSOR IS GOING TO BE ATTENDING.
- ADVISED IO THAT WE HAVE NOT RECIEVED WORD ON HOW THIS IS GOING TO WORK.
- ADVISED HE WILL BE CTC'D ONCE WE ARE ABLE TO START THE ASSESMENTS
- MR IO HAS ADVISED THAT HE HAS OPTED TO STAY WITH A FRIEND INSTEAD OF THE ACCOMODATION OFFERED
- MR IO ADVISED CPTS ARE BEING TO SMELL
- ADVISED THAT HE CAN DISPOSE OF THE CPTS AND ANY FURNITURE THAT MAY SMELL
- MR IO HAS ADVISED THAT HE HAS TAKEN ALOT OF PHOTOS OF ALL OF HIS CTS.
- MR IO HAS CONF THAT WHAT HAPPEND WAS THAT THERE WAS A STORM WATER BREAK A FEW STREETS AWAY AND HE HAS ACCESS TO VIDEO FOOTAGE OF ALL OF THIS.
- CONF MR IO HE CAN THROW THESE CPTS OUT JUST TO KEEP A SAMPLE SO WE ARE ABLE TO CONF WHAT KIND OF CPTS THEY ARE

[REDACTED] NSW HC

\*\*\*\*\*

14.01.2011

-----PLS READ-----

IO HAS BEEN PREVIOUSLY OFFERED ACCOMODATION

AS THIS CLAIM IS LIKLY TO BE CONSIDERED 'FLOOD' NO POLICY BENIFITS ARE TO BE AUTHORISED ON THIS CLAIM UNTILL ASSESED (ACCOM / EM SEC / FUNDS) IF IO CALL BACK REQUESTING TO UTILISE POLICY BENIFITS PLEASE EXPALIN TO IO THAT CLAIM HAS NOT BEEN ACCEPTED AT THIS STAGE AND NIL BENIFITS AVAIL AT THIS TIME

PLEASE ADVISE IO THAT HER CLAIM HAS BEEN PASSED TO MANAGEMENT TO ORG FIRST POSSIBLE ASSESMENT.

IF ANY ISSUES - PLEASE REFFER/PASS CALL TO TSO OR LEADER

[REDACTED] CA NSW

...

14/1/2010 INTRO CALL COMPLETE MR INSURED ON MOBILE(ONLY CONTACT) AWARE XS AND NCB

\*\* AWARE CLAIM FOR CONSIDERATION\*\*

INSUERED HAS REMOVED CARPETS AS SMELLY

\*\*INSURED SAID WATER WAS APROX 230 MM THROUGHOUT AWARE HAVE BOOKED ASSESMENT

[REDACTED]  
NEXT ACTION POST ASSESMENT

20/1/2011 RECIVED CALL FROM INSURED TO QUERY ASSESMENT HAVE E-MAILED HAIS TO DESKTOP CLAIMS

[REDACTED]  
NEXT ACTION POST ASSESMENT

## Home Assessment Instruction Sheet

Claim:



### Claim Details<sup>cont</sup>:

General Comments<sup>cont</sup>:

2/21/2011 AS PER DESK TOP REQUEST HAVE RE SENT HAIS\*\*\*

## Home Assessment Instruction Sheet

Claim:



**Location:** HOME POLICY

Damage Description :

WHOLE HOUSE.

IO Action Taken On Any Damage :



Cunningham Lindsey Australia Pty Ltd  
 Chartered Loss Adjusters  
 ABN:49 003 437 161  
 GPO Box 3733  
 Darwin NT 801  
**Telephone** 08 8981 9799  
**Facsimile** 08 8941 1238  
**Email** nt@cl-au.com



## Suncorp Group Property Claim – First & Final Report

<b>Insured:</b>	Nick John & Elyse Margaret Laszlo
<b>Claim Reference:</b>	[REDACTED]
<b>Policy No:</b>	[REDACTED]
<b>CL Adjuster:</b>	[REDACTED] E-mail: [REDACTED] Mobile: [REDACTED]
<b>CL Reference:</b>	[REDACTED]
<b>Reserve:</b>	Building: \$ CRC Contents: \$ 104,750.
<b>Date of Loss:</b>	11 January 2011
<b>Place of Loss:</b>	[REDACTED] Mannikin Street, Narangba, QLD, 4504
<b>Policy:</b>	Home building - Complete Replacement [REDACTED] due 26/03/2011
<b>Excess:</b>	\$1100

### GST:

Your insured is not GST registered

### Introduction:

- We contacted your customer on 26/01/11.
- Our inspection was carried out on 2/2/11

### Cause:

Torrential rainfall of more than 160 mm in the upper reaches of the Brisbane River catchment area from 9 January 2011 combined with massive releases of water from the Wivenhoe Dam caused river levels downstream to rise rapidly over the period from 10 to 13 January 2011. The river peaked at a near record height, 4.46 metres on the afternoon of Thursday 13 January 2011. The Bremer River in Ipswich also rose to near record levels peaking at 19.4 metres.

Water caused severe inundation in the Brisbane CBD and more than 55 suburbs. Ipswich was similarly affected. More than 20,000 homes were evacuated with about 5,500 properties flooded above floor level.

In the insured's case, water has risen at a rapid rate from the creek located at the rear of the premises and flooded the insured home

The water inundated the grounds to a depth of .6m and inside the house was also to a height of .3m. This flooded the house.

**Loss/Damage:**

Building – As a result of the inundation the entire floor area of the insured's home was affected to a level of .3m. All drywall in all rooms will have to be removed to a level of .6m and have to be replaced. All carpeting and flooring will have to be removed and replaced as well as all base trim. All walls will be required to be painted. There are 4 bedrooms in this home, your insured is having a contractor inspect the damage and present a quote for repair

Contents- Your insured is preparing a schedule of loss for the contents damaged and destroyed.

**Policy Liability:**

As this is a flood loss caused by the overflow of the creek it would appear that based on your wordings (damage or loss caused by flood. Flood meaning the inundation of or covering of normal dry land) no coverage exists for this loss.

**Recovery:**

No

**Future Action:**

Insured:	N/A
Insurer:	Review and determine if coverage exists

**Cunningham Lindsey**

To speak to [REDACTED] please phone: [REDACTED] or mobile: + [REDACTED]

E-mail address: [REDACTED]

Assistant to [REDACTED]

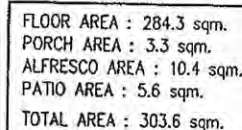
Encl.    Flood Checklist  
          Diagram  
          Camera malfunction no photos  
          Cunningham Lindsey Tax Invoice

CUNNINGHAM LINDSEY FLOOD QUESTIONNAIRE		DATE: / /
Assessor's Name:		
Claim No:		
Insurer Name:		
Customer Name:		
Property Address:		

The assessor to ask the insured the questions as those below, but in addition MUST do the following;

1. Take photographs of the property, buildings, home etc, particularly those that show maximum level of water inundation.
2. Attach a Google Map showing relative position of property to a watercourse
3. Photos that identify any nearby watercourse and that indicate directional flow of floodwater
4. Check with insured as to whether there was any and what damage caused by water through the roof or by overflowing gutters and that date and time of that event.
- a) What type of house is on the property – low set, highset, double storey, split level, etc?
- b) Is the house on stumps or slab-on-ground?
- c) Approximately how high is the habitable floor level above surrounding ground level?
- d) Is the ground level at the house higher than the street level?
- e) What date and time was the rain heaviest?
- f) What time did the heavy rain stop?
- g) When did the property get inundated (date)?
- h) What time did the inundation of the property (yard) commence?
- i) What time did water come into the house, garage, shed, etc?
- j) What date and time did the water level in the property peak?
- k) At its peak, how deep was the water inside the house, garage, shed, etc?
- l) At its peak, how deep was the water in the yard?
- m) Which direction did the water come into the property?
- n) Was the water inundating the property 'clean' or 'dirty'?
- o) Was there any and if so what damage caused by rainwater through the roof or by overflowing gutters?

CHECK
✓
✓
✓
no
Slab
13
Y
3m
16m
Dirty
no



- Batteries to trusses -  $1/75$  No. 14 Type 17 screw
- Trusses to top plate -  $30 \times 0.8$  mm GI strap  $3/28$  mm

[illegible]



# SCHEDULE OF LOSS

**Cunningham  
& Limdsey**

CL REFERENCE:

Date:

09-Feb-11

Page

1 of 4

INSURED:

Nick & Elyse Laszlo

Assessor:

Charles Wrie

Description Manufacture/Model	Age (yrs)	Price Paid \$	Ownership	Repair (Y/N)	Repair/ Replace Cost (\$)	Type of Proof	Method of Settlement & Policy Adjustments (Limits, indemnity, value, etc)	Done
leather lounge suite (3 seat, 2 seat & 1 seat)	10	\$3,500						
rocking chair	10	\$120						
floor rug	10	\$350						
large picture	12	\$300						
Large Ornamental Pot	4	\$120						
5 seat L shaped suede lounge	4	\$2,000						
low set entertainment cabinet	2	\$600						
coffee table	4	\$300						
audio receiver	2	\$400						
buffet hutch	12	\$1,000						
filtered power board	2	\$80						
leather lounge (2 x 2 seat)	17	\$4,000						
TV entertainment cabinet - large	6	\$1,000						
2 beanbags	6	\$80						
bookcase x 2	4	\$500						
assorted books		\$200						
air hockey table	2	\$250						
foot stool	2	\$100						
power boards x 2		\$20						



# SCHEDULE OF LOSS

Cunningham  
& Limdsey

CL REFERENCE:

Date: 09-Feb-11

Page 2 of 4

INSURED:

Nick & Elyse Laszlo

Assessor:

Charles Write

Description Manufacture/Model	Age (yrs)	Price Paid \$	Ownership	Repair (Y/N)	Repair/ Replace Cost (\$)	Type of Proof	Method of Settlement & Policy Adjustments (Limits, Indemnity, value, etc)	Done
Fridge	21	\$1,000						
Dishwasher	6	\$800						
Floor mat x 2	1	\$20						
perishable food		\$80						
blender	4	\$70						
hand held drink mixer	2	\$40						
buffet hutch	8	\$700						
bookcases x 3	4	\$900						
desk	4	\$350						
assorted books		\$300						
filing cabinet (4 drawer)	12	\$250						
computer (tower)	4	\$800						
power boards x 2		\$20						
vacuum cleaner	0	\$270						
extension cord		\$15						
photo albums (4 x exclude photos)		\$80						
carpet (with underlay and laying)	6	\$1,000						
voice recorder	15	\$100						
hiking GPS	15	\$450						
CB radio	19	\$200						
Assent of Man Video collection	13	\$250						

# SCHEDULE OF LOSS

Cunningham  
& Lindsey

CL REFERENCE:

Date:

09-Feb-11

Page

3 of 4

INSURED:

Nick & Elyse Laszlo

Assessor:

Charles Write

Description Manufacture/Model	Age (yrs)	Price Paid \$	Ownership	Repair (Y/N)	Repair/ Replace Cost (\$)	Type of Proof	Method of Settlement & Policy Adjustments (Limits, indemnity, value, etc)	Done
queen bed ensemble base	9	\$1,200						
electronic bathroom scales	8	\$50						
dressing table + mirror	20	\$800						
high set draws	4	\$450						
bedside draws x 2	10	\$240						
doona queen	4	\$250						
blanket queen	20	\$200						
cervical pillow	1	\$50						
video camera	9	\$850						
white melamine drawers	6	\$150						
large suitcase	4	\$80						
leather handbag	4	\$300						
infrared massager	2	\$50						
carpet (with underlay and laying)	6	\$1,100						
single bed ensemble base	2	\$400						
bed side draws	10	\$120						
desk	4	\$200						
dressing table	10	\$600						
doona double	4	\$200						
floor rug		\$100						
wicker drawer unit	1	\$60						
assorted toys		\$100						
carpet (with underlay and laying)	6	\$850						

**SCHEDULE OF LOSS****Cunningham  
& Limdsey**

CL REFERENCE:

Date: 09-Feb-11

Page 4 of 4

INSURED:

Nick &amp; Elyse Laszlo

Assessor:

Charles Write

Description Manufacture/Model	Age (yrs)	Price Paid \$	Ownership	Repair (Y/N)	Repair/ Replace Cost (\$)	Type of Proof	Method of Settlement & Policy Adjustments (Limits, indemnity, value, etc)	Done
doona queen	4	\$250						
timber hutch	8	\$450						
carpet (with underlay and laying)	6	\$850						
white melamine draws	6	\$150						
desk	8	\$200						
bedside drawers		\$120						
doona double		\$200						
assorted books		\$200						
hair dryer	2	\$60						
carpet (with underlay and laying)	6	\$750						
washing machine	3	\$700						
wicker clothes basket		\$60						
sewing machine	20	\$500						
electric welder	25	\$300						
car radio	2	\$300						
air conditioner outside units x 2	5	\$1,700						
oil heaters x 4, various wattages	3	\$250						
Christmas tree	8	\$300						
steam mop	4	\$100						
bath mats x 2		\$60						

# ANNEXURE 5

## Summary of US Assessors Suncorp Domestic Project/Cyclone Yasi

### █ – Inside Lead

- Core CAT Crawford Adjuster with 33 years of domestic loss experience, 20 years of commercial experience, 16 years of casualty experience and 14 years of flood experience.
- Held various positions for field, inside, and supervisory roles during Hurricane/Cyclone events and daily claims.
- Completed Commercial losses and Supervisory Classes at Crawford University
- Project lead for Crawford Central for inside claims handling.

### █ - Field Lead (carrying own claims to coordinate with above)

- Core Adjuster with 30 + years of residential experience, 3 Years of Commercial
- Has worked for Crawford for 25 years
- Has Completed CAT Supervisor Training, Commercial Training and Property Loss adjusting at Crawford University
- Field supervisor for various Hurricane/Cyclone events and special projects

- █
- Has worked as a catastrophe adjuster since 1994 including domestic and commercial losses.
  - Has handled many residential and commercial claims. Has currently been handling commercial claims for Zurich North America.
  - Extensive knowledge & ability to handle large loss claims, with losses of up to 10 million dollars. Handled large loss claims for schools, buildings, and hotel complexes.

- █
- Has worked as a catastrophe adjuster since 1995
  - Has handled many residential and commercial claims.
  - Has handled many large loss claims such as house fires and damages to condo units. Largest estimate totaling over a million dollars.
  - Worked claims from Hurricanes Ike and Gustav, as well as handled many wind and hail claims.

- █
- 6 years of catastrophic adjusting experience
  - Has handled residential claims as well as some commercial losses.
  - Large loss experience includes settlement around one million USD

- Has worked as a catastrophe adjuster since 1989
- Extensive residential and commercial loss assessing experience.
- 8 years experience as an instructor/trainer of new and experienced adjusters for national claims organizations.

- Insurance adjuster with 11 years of residential experience and 10 years of Commercial.
- 500,000 USD Largest Estimate written – California Mold Claims
- Has worked all major hurricanes along with tornado and Hail claims along with ALE and Contents
- Completed Crawford University Commercial Adjusting in Catastrophes

- 4 years of intensive experience on catastrophic and day-to-day losses
- Has handled many residential and commercial claims. Many of the commercial claims being over \$200,000 in damage.
- Handled some large loss claims in Oklahoma City in the summer of 2010, with losses of up to \$500,000.
- Worked Hurricanes Dolly, Gustav, and Ike in 2008, ice storms and hail storms in Oklahoma and Kentucky, and claims around the Gulf of Mexico from the Oil Spill.

- Core Adjuster with 12 years of residential experience, 10 years of commercial, and 4 years of flood experience.
- 1.2 Million USD - highest estimate written
- Experience with Large Losses
- Worked for State Farm (Largest US Insurer in Premium) for 5 years in Florida Hurricane Claims

- Catastrophe adjuster with 10 years residential and commercial experience
- Worked every major Hurricane as well as hail and daily claims
- 1 million + USD highest estimate written

- Catastrophe adjuster with 6 years residential experience, 4 years of flood and 2 years of Commercial Experience.
- Member of Crawford CAT Trainee program at Crawford University in 2004
- Has Handled Hurricane, Flooding, Wind, Hail, and Tornado claims



Home Assessment Instruction Sheet

Claim: [REDACTED]

Client: AAMI

Customer: MRS ELYSE MARGARET LASZLO &amp; MR NICK JOHN LASZLO

Risk Address: [REDACTED] MANNIKIN ST NARANGBA QLD 4504

Contact 1: ELYSE MARGARET LASZLO IO [REDACTED] M FRIEND [REDACTED] PHONE  
 Contact 2: ELYSE IO [REDACTED] H [REDACTED] - MR IO -  
 Contact 3: ELYSE IO [REDACTED] M

**Bookings:**

Booking Date: 14/01/2011 00:00 Resource Type: ASMS Name:

**Policy Details:**

Class: HOM Subclass: BLD

Policy1 Number: [REDACTED]

Inception: 26/03/2007 Due Date: 26/03/2011

Class: HOM Subclass: CTS

Policy2 Number: [REDACTED]

Inception: 26/03/2007 Due Date: 26/03/2011

Class: HOM Subclass: PVS

Policy3 Number: [REDACTED]

Inception: 26/03/2007 Due Date: 26/03/2011

Occupied As: OWNER

Business Use: N

Bld Constr: BRICK VENEER

Type: HOUSE

Trust Class: NOT CLASSIFIED

Win Locks: Y

Deadlocks: Y

Video Surveill: N

Security Guard: N

Common Prop.: N

Sum Insured:

BUILDING

CONTENTS

EXTRA COVER

CRC

\$104,750

\$1,000

Roof: IRON

NH Level:

Win Grille: N

Alarm Type: LOCAL ALARM

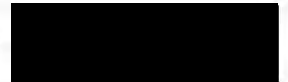
Electronic Acc: N

**Specified Items:**

CTS	GENERAL CONTENTS	\$98,750
CTS	MODEL SAILING SHIP	\$1,000
CTS	MODEL SAILING SHIP	\$1,000
CTS	WEDDING RING - LOWER BAND 5 DIAMONDS IN BAND	\$4,000
	TOP ROW OF SMALLER DIAMONDS SURROUNDING 1	

## Home Assessment Instruction Sheet

Claim:



### Policy Details <sup>cont</sup>:

Specified Items <sup>cont</sup>:

PVS    UNSPECIFIED

\$1,000

Previous Claims:

Loss Date	SC	Nature Code	NCB?	Cost	Status	Finalised
NONE						

Policy Conditions:

PVS            PVS HAS BEEN AUTO ADDED - DO NOT US

## Home Assessment Instruction Sheet

Claim: [REDACTED]

### Claim Details<sup>cont</sup> :

3rd Party Recovery Details<sup>cont</sup> :

### Claim Excess Details:

\$1,100 YES - APPLIES

### Claim Components:

Sub Class	L	New Claim	NCB Effect	Claim Status	Original Estimate
BLD	N	Y	NCB AFFECTED	CURRENT-OPEN CLAIM	\$3,013.00
CTS		N			\$0.00
PVS		N			\$0.00

### Emergency Details:

Emergency Securing :

Alternate Access: N

Emergency Accommodation Provided: Y Trauma Counselling Flagged: N

Client Manager: QUEENSLAND CLIENT

Checklist Indicators:

RTS: N

### General Comments :

11012011 \*\*STORM\*\*  
MRS IO LODGED  
SAID ALL FURNITURE CARPETS RUINED. COVERED IN MUD.  
PAINT COMING OF WALLS.  
REQUESTED EMERG ACCOMM. HOUSE NOT LIVEABLE.  
BEST CONTACT FRIEND [REDACTED]. IOS PHONES ALL WET.  
IO MENTIONED SHE IS BOOKED INTO HOSPITAL IN 2 WEEKS FOR A BRAIN  
OPERATION AT THE MATER PRIVATE AT SOUTH BRISBANE.

## Home Assessment Instruction Sheet

Claim: [REDACTED]

### Claim Details <sup>cont</sup>:

#### General Comments <sup>cont</sup>:

COULD ACCOMMODATION BE CONSIDERED WITH THIS IN MIND IF POSSIBLE.

[REDACTED] C.A NSW

11/01/2011

CALLED [REDACTED] TO ARRANGE EM ACCOM

CALLED AT 412PM

REQUESTED ROOM SUITABLE FOR 2 ADULTS, 1 CHILD, NO SMOKING

[REDACTED] CA NSW

11/01/2011

CALLED [REDACTED]

ACCOM FOUND AT OAKES FESTIVAL APPARTMENTS

2 BEDROOM FULL SELF CONTAINED UNIT

\$294 PER NIGHT

108 ALBERT ST BRISBANE CITY

- CALLED IO TO ADV

- LEFT MESSAGE ON IO FRIENDS PHONE

- CALLED AND SPOKE WITH IO NEPHEW JOEL AND ADV OF ACCOM

--- CHECKING WITH LIDO TO ENSURE SAFE AREA TO SEND IO TO

AWAIT LIDO CONFIRMATION THAT AREA IS NOT ON ALERT FOR FURTHER FLOODING

- ALSO NEED TO FIND OUT IF IO WILL BE ABLE TO TRAVEL TO THE ACCOM

[REDACTED] CA NSW

11/01/2011

[REDACTED] CALLED BACK TO ADV OF ANOTHER OPTION FOR ACCOM

QUEST SPRING HILL

454 UPPER EDWARD ST

PH 07 30262500

2 BEDROOM UNIT

[REDACTED] ADV THAT THE ACCOM IS ON HIGHER GROUND AND IS SAFE FOR IO

[REDACTED] CA NSW

11.01.11

CALLED CONTACT [REDACTED] AND ADV OF THE ABOVE ACCOMM DET'S

THEY WILL CALL SES BEFORE LEAVING TO ENSURE THEY CAN GET TO ACCOMM

[REDACTED] OOH CA NSW LEADER

11/1/2011

IO CALLED BACK @ 7PM TO ADVISE

- ACCOMMODATION TOO FAR AWAY AND NOT SAFE TO GET THERE

- CALLED [REDACTED] BACK - SPK TO [REDACTED] TO CANCEL

[REDACTED] OUTBOUND

12.01.11

## Home Assessment Instruction Sheet

Claim: [REDACTED]

### Claim Details <sup>cont</sup>:

#### General Comments <sup>cont</sup>:

INBOUND FROM MRS IO

- MR IO CALLED TO FIND OUT WHEN THE ASSESSOR IS GOING TO BE ATTENDING
- ADVISED IO THAT WE HAVE NOT RECIEVED WORD ON HOW THIS IS GOING TO WORK
- ADVISED HE WILL BE CTC'D ONCE WE ARE ABLE TO START THE ASSESMENTS
- MR IO HAS ADVISED THAT HE HAS OPTED TO STAY WITH A FRIEND INSTEAD OF THE ACCOMODATION OFFERED
- MR IO ADVISED CPTS ARE BEING TO SMELL
- ADVISED THAT HE CAN DISPOSE OF THE CPTS AND ANY FURNITURE THAT MAY SMELL
- MR IO HAS ADVISED THAT HE HAS TAKEN ALOT OF PHOTOS OF ALL OF HIS CTS.
- MR IO HAS CONF THAT WHAT HAPPEND WAS THAT THERE WAS A STORM WATER BREAK A FEW STREETS AWAY AND HE HAS ACCESS TO VIDEO FOOTAGE OF ALL OF THIS.
- CONF MR IO HE CAN THROW THESE CPTS OUT JUST TO KEEP A SAMPLE SO WE ARE ABLE TO CONF WHAT KIND OF CPTS THEY ARE

[REDACTED] NSW HC

\*\*\*\*\*

14.01.2011

-----PLS READ-----

IO HAS BEEN PREVIOUSLY OFFERED ACCOMODATION

AS THIS CLAIM IS LIKLY TO BE CONSIDERED 'FLOOD' NO POLICY BENIFITS ARE TO BE AUTHORISED ON THIS CLAIM UNTILL ASSESED (ACCOM / EM SEC / FUNDS) IF IO CALL BACK REQUESTING TO UTILISE POLICY BENIFITS PLEASE EXPALIN TO IO THAT CLAIM HAS NOT BEEN ACCEPTED AT THIS STAGE AND NIL BENIFITS AVAIL AT THIS TIME

PLEASE ADVISE IO THAT HER CLAIM HAS BEEN PASSED TO MANAGEMENT TO ORG FIRST POSSIBLE ASSESMENT.

IF ANY ISSUES - PLEASE REFFER/PASS CALL TO TSO OR LEADER

[REDACTED] CA NSW

\*\*\*

14/1/2010 INTRO CALL COMPLETE MR INSURED ON MOBILE(ONLY CONTACT) AWARE XS AND NCB

\*\* AWARE CLAIM FOR CONSIDERATION\*\*

INSUERED HAS REMOVED CARPETS AS SMELLY

\*\*INSURED SAID WATER WAS APROX 230 MM THROUGHOUT

AWARE HAVE BOOKED ASSESMENT

[REDACTED]  
NEXT ACTION POST ASSESMENT

20/1/2011 RECIVED CALL FROM INSURED TO QUERY ASSESMENT

HAVE E-MAILED HAIS TO DESKTOP CLAIMS

[REDACTED]  
NEXT ACTION POST ASSESMENT



## Home Assessment Instruction Sheet



### Claim Details <sup>cont</sup>:

#### General Comments <sup>cont</sup>:

2/21/2011 AS PER DESK TOP REQUEST HAVE RE SENT HAIS\*\*\*

## Home Assessment Instruction Sheet

Claim:



**Location:** HOME POLICY

**Damage Description :**

WHOLE HOUSE

**IO Action Taken On Any Damage :**

0768-02-245  
7 March 2011



WRM Water & Environment Pty Ltd  
ABN: 96 107 404 544 ACN: 107 404 544

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

## WATER DAMAGE ASSESSMENT

### Property Details

WRM Ref.	
Address of Loss	Mannikin Street, Narangba, QLD
Insured Name	Elyse Margaret Laszlo & Nick John Laszlo
Land Use	Residential
Insurer	AAMI Insurance
Claim Number	
Loss Adjusters Name	

### Version of Events

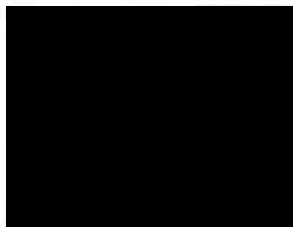
Date of Inspection	1 March 2011
Representative Interviewed	Nick and Elyse Laszlo
Date and Time of Initial Inundation	11 <sup>th</sup> January 2011 – sometime between 0930 and 1100 hours
Nature of Property Damage	<ul style="list-style-type: none"> <li>The house on the subject property was inundated to a depth of approximately 210mm above floor level.</li> </ul>
Version of Events	<ul style="list-style-type: none"> <li>There was a lot of rain on the 10<sup>th</sup> and 11<sup>th</sup> January 2011.</li> <li>Nick left for work at about 0730 hours on 11<sup>th</sup> January and there was no water in the street.</li> <li>It started raining very heavily at about 0900 hours and water was surging up through the gully inlets along Mannikin Street.</li> <li>Elyse left home at about 0930 hours and there was a bit of water flowing in the gutters but it was not an issue.</li> <li>Elyse returned home at about 1100 hours and water had already inundated the subject property above floor level.</li> <li>Nick returned to the house at about 1130 hours. At this time the water level had started to drop.</li> <li>The water had subsided from the street by about 1400 hours.</li> <li>The water that inundated the property was relatively clean and only left a thin layer of mud inside the house.</li> <li>The water that inundated the subject property was flowing down Mannikin Street and draining into the park at the northern end of Mannikin Street. The water was restricted at the end of the street and the water level increased to inundate the house.</li> </ul>

### Findings

Inundation by watercourse	The subject property was inundated above floor level by floodwater from Burpengary Creek.
Prior Inundation by Stormwater	No.
Comments	<ul style="list-style-type: none"> <li>The subject property is located about 200m east of Burpengary Creek.</li> <li>Figure 1 shows the drainage features in the vicinity of the subject property. The subject property was inundated by a combination of floodwater from Burpengary Creek flowing back up an open channel located in a park to the north of the property and floodwater overflowing from Burpengary Creek upstream of the subject property. Figure 1</li> </ul>

	<p>shows the flow path of floodwater overflowing from Burpengary Creek based on detailed topographic data available for the area surrounding the subject property.</p> <ul style="list-style-type: none"> <li>• Figure 2 shows a photograph taken during the event by the insured.</li> <li>• Figure 3 shows recorded water levels in Burpengary Creek at Dale Street (located approximately 5km downstream of the subject property). Burpengary Creek water level peaked at Dale Street at about 1235 hours on 11<sup>th</sup> January. The water level at the subject property would have peaked some time before the peak water level recorded at Dale Street.</li> <li>• Figure 4 shows hourly recorded rainfalls at Browns Creek Alert (located approximately 3.3km south-west of the subject property) and Moorina Alert (located approximately 8.3km north-west of the subject property).</li> <li>• Table 1 shows the estimated average recurrence interval (ARI) of rainfalls recorded in the vicinity of the subject property. Rainfall intensities in the upper catchment (Moorina Alert) were extreme during the event with ARI's greater than 100 years for durations of 1 to 72 hours. Rainfall intensities recorded closer to the subject property (Browns Creek Alert) were not as severe with ARI's between 2 and 20 years for most durations.</li> <li>• As shown in Figure 1 the local catchment draining to the subject property is about 19.2ha. The maximum stormwater flow depth at the subject property was estimated based on the local catchment area, a peak hourly rainfall intensity of 100mm/hr, a runoff coefficient of 1, a flow width along Mannikin Street of about 15m and a flow velocity of 1m/s. The maximum depth of stormwater runoff in Mannikin Street was calculated to be about 0.36m during the event. From visual inspection, the floor level of the subject property is approximately 1m above the level of Mannikin Street. Hence, a stormwater depth of 0.36m would be insufficient to inundate the subject property above floor level.</li> </ul>
Conclusions	<ul style="list-style-type: none"> <li>• The subject property was inundated above floor level by floodwater overflowing from Burpengary Creek.</li> <li>• Stormwater runoff from the local catchment would not have reached sufficient depth to inundate the subject property above floor level.</li> </ul>

For and on behalf of  
WRM Water & Environment Pty Ltd



Project Engineer

Definitions

Storm :	Violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.
Stormwater Runoff :	Water runoff originating solely from local catchment areas surrounding the site that is not affected by floodwaters.
Floodwater :	<p>The inundation or covering of normally dry land by water which:</p> <ul style="list-style-type: none"><li>• escapes or overflows from, or</li><li>• cannot enter, because it is full or has overflowed, or</li><li>• is prevented from entering, because other water has already escaped or been released from,</li></ul> <p>the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel.</p>



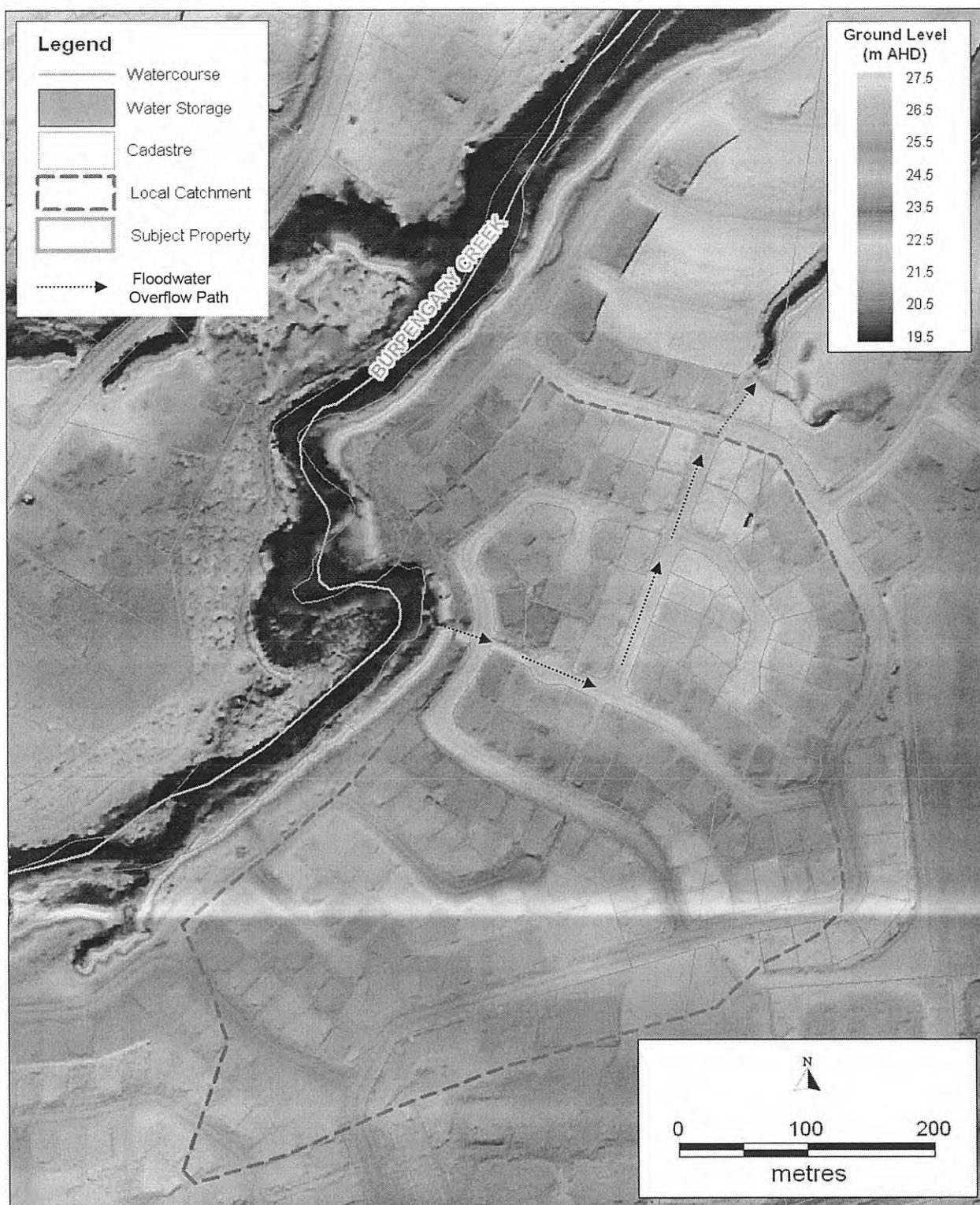


Figure 1 – Drainage features in the vicinity of the subject property.



Figure 2 – Photograph taken during the event by the insured looking east along Creekside Drive.

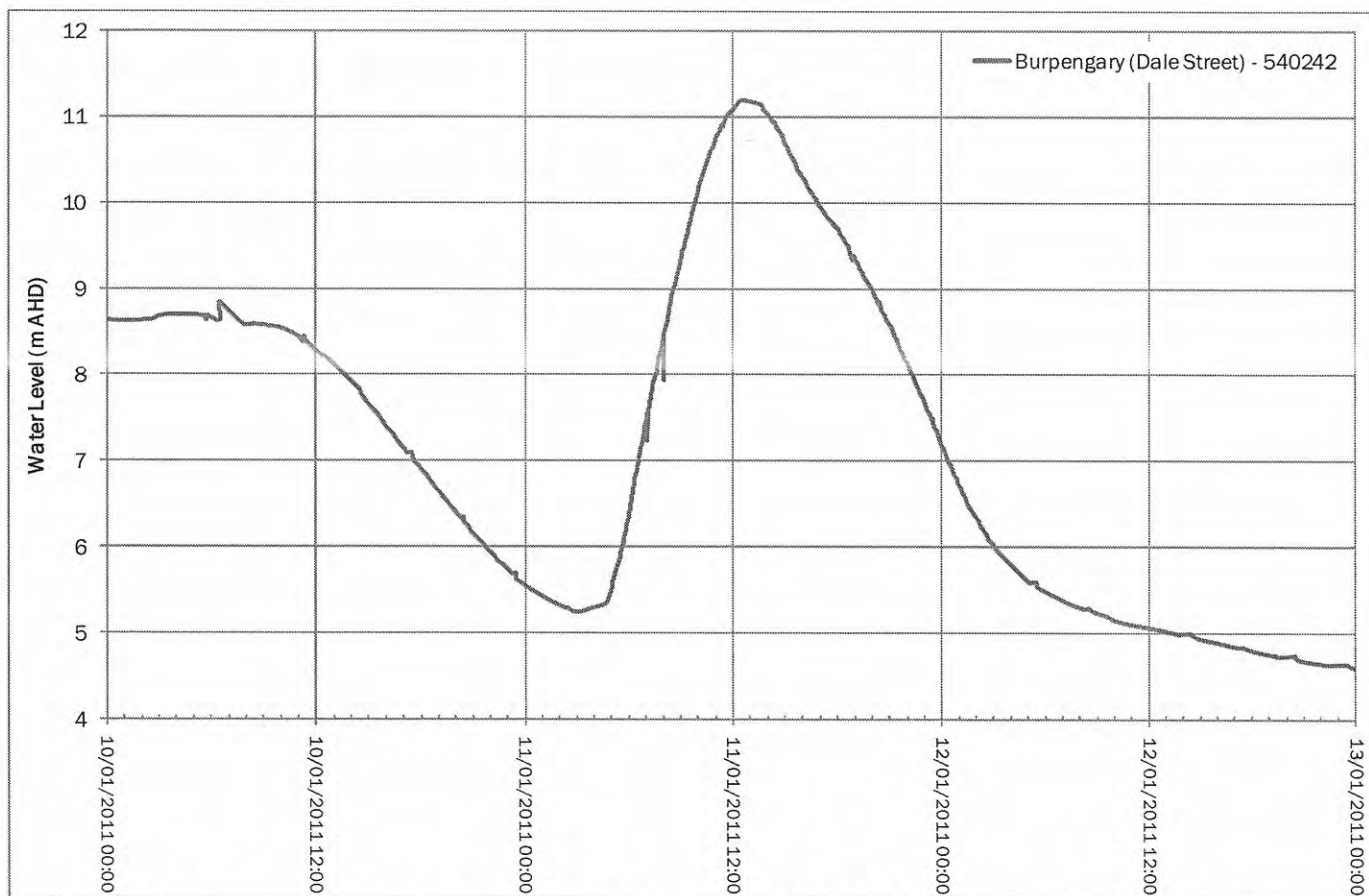


Figure 3 – Recorded water levels in Burpengary Creek at Dale Street, 10<sup>th</sup> to 13<sup>th</sup> January 2011.

0768-02-245  
7 March 2011

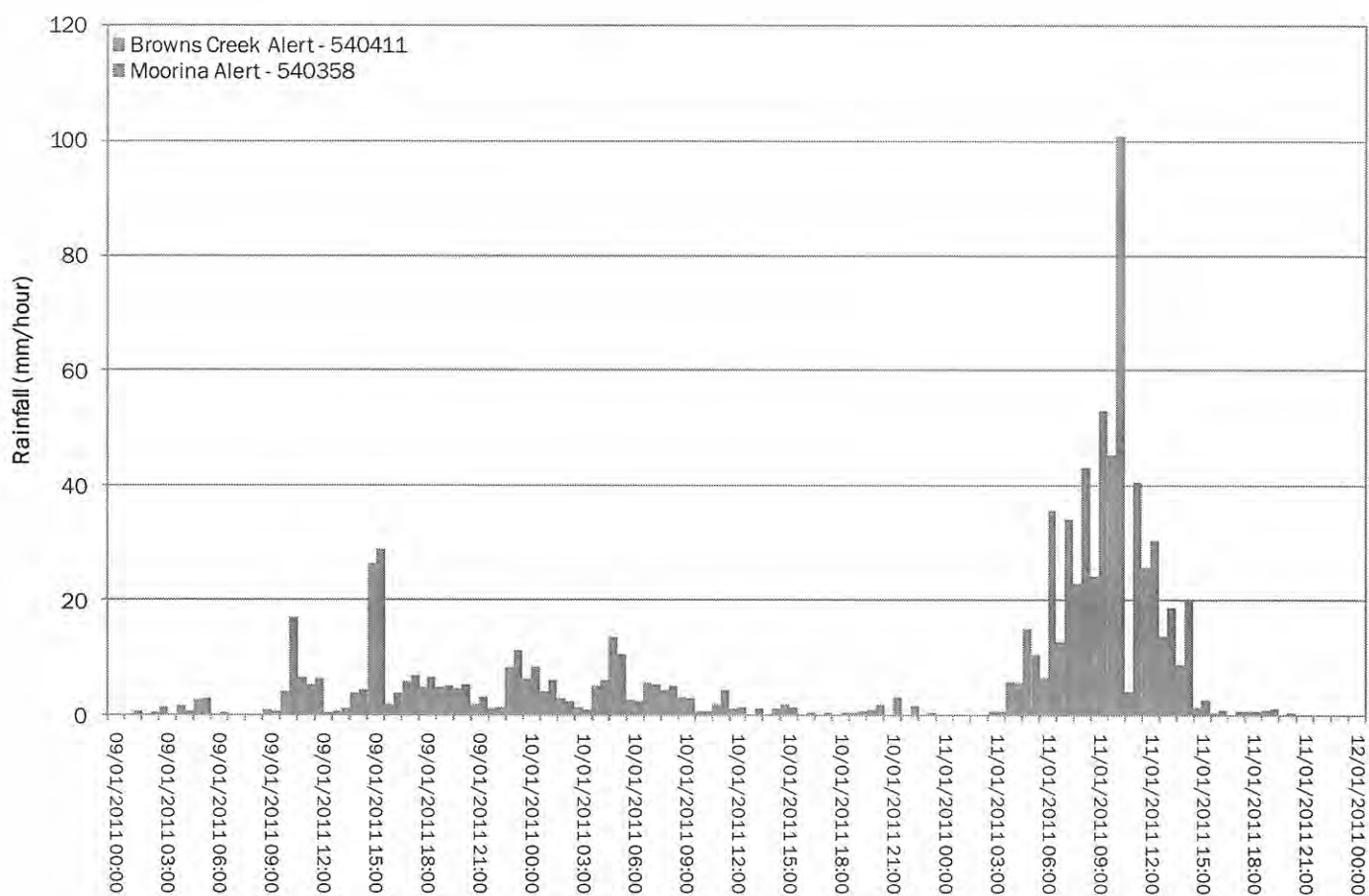


Figure 4 – Recorded hourly rainfalls in the vicinity of the subject property, 9<sup>th</sup> to 12<sup>th</sup> January 2011.

Table 1 – Estimated ARI's for rainfall recorded in the vicinity of the subject property.

Duration (hrs)	Browns Creek Alert - 540411			Moorina Alert - 540358		
	Estimated ARI (years)	Max. Rainfall (mm)	Max. Intensity (mm/hr)	Estimated ARI (years)	Max. Rainfall (mm)	Max. Intensity (mm/hr)
0.25	2-5	25.4	101.8	5-10	34.2	136.9
0.5	2-5	40.2	80.3	20-50	62.8	125.6
1	1-2	46.2	46.2	>100	104.5	104.5
2	2-5	70.8	35.4	>100	179.9	89.9
3	5-10	99.6	33.2	>100	214.3	71.4
6	10-20	145.5	24.2	>100	310.8	51.8
12	10-20	188.0	15.7	>100	396.0	33.0
24	2-5	193.1	8.0	>100	407.0	17.0
48	10-20	309.0	6.4	>100	537.4	11.2
72	10-20	341.2	4.7	>100	580.3	8.1

## ANNEXURE 9

16 March 2011

Elyse & Nick Laszlo  
■ Mannikin Street  
Narangba Qld 4504

Dear Mr & Mrs Laszlo,

**Claim Number:** ■

Thank you for contacting AAMI to tell us about the water damage to your home building and home contents at ■ Mannikin Street, Narangba Qld 4504 on 11 January 2011 at 12.00pm.

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

### **Hydrology Report:**

We also obtained an individual water damage assessment of your claim by WRM Water & Environment Pty Ltd. Their report shows that the inundation was caused by flood water escaping and overflowing from Burpengary Creek, which peaked on 11 January 2011 at approx 12.35pm. We enclose a copy of the report for your information.

### **Your Insurance Policy:**

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 8 and 12) and for your Home Contents Insurance Policy (on pages 16 and 18) under the heading "**What we cover – insured events**", provides you are covered for damage or loss to your home building and your home contents while they are in your home or at the site, occurring during the period of cover and caused by:

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

The Product Disclosure Statement (PDS) for your Home Building Insurance Policy (on pages 9 and 13) and for your Home Contents Insurance Policy (on pages 17, 19 and 21) under the headings, "**You are not covered for**", provides that you are not covered for:

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

escapes or overflows from, or



cannot enter because it is full or has overflowed, or  
is prevented from entering, because other water has already escaped or been  
released from it,  
the normal confines of any watercourse or lake including any that may have  
been modified by human intervention, or reservoir or canal, dam or  
stormwater channel.

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

The PDS for your Home Building Insurance Policy (on page 14) and for your Home Contents Insurance Policy (on page 22) also states in the section. "**What we do not cover – general exclusions**":

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

flood"

#### **Our Decision On Your Claim:**

After careful consideration of the information and reports we have obtained, it is evident that the damage to your home building and home contents was caused by flood. As your policies do not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

#### **Your Right to Have This Decision Reviewed:**

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

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



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

Yours sincerely,

[REDACTED]

Technical Event Claims Manager - Queensland

# ANNEXURE 10

21 March 2011

██████████  
Technical Event Claims Manager - Queensland  
Australian Associated Motor Insurers Limited  
GPO Box 1155,  
Brisbane QLD 4001

RE: Claim Number ██████████ - Storm Damage to █ Mannikin St Narangba on January 11 2011.

Dear ██████████

Further to your advice on March 16 stating that our claim has been declined. Elyse & I believe the wrong decision has been made and we request an urgent review. In the following paragraphs I will point out deficiencies in the Hydrology report, and present other information that should be considered.

The WRM Hydrology Report offers no evidence to support its conclusion that Burpengary Creek overflowed and that this was the cause of our inundation. The rainfall data they present does not adequately reflect the intensity of the rainfall for January 11. I have attached rainfall graphs based on the 5 minute interval data from the nominated rainfall gauges as supplied by the Morton Bay Regional Council. These graphs clearly show that the intensity significantly exceeded the 100mm per hour value used in their storm water depth calculation.

The storm water depth calculation itself is simplistic and based on completely unsupported assumptions. They rely on a flow velocity of 1.0 meter per second to determine the water depth. Please ask WRM to justify this value. By simply reducing the flow velocity to 0.3 meters per second their calculation yields a water depth of 1.19 meters, enough to explain the inundation. I crossed Mannikin Street around the time of peak flow, my observation was that the mean flow velocity was slow due to restrictions caused by vegetation at the escape point on Stoney Creek Reserve.

The Hydrology Report indicates the water flow came from a U bend in Burpengary Creek adjacent to Lookout Place. I am not in a position to confirm this however there is a large 3 meter square drain at this location. Please refer to the attached a photo. Surely this is significant and should have appeared in the report? Our policy indicates that we are covered for storm water escaping from drains, so if this was the source of the water our claim should be upheld.

Putting these points aside for a moment, Burpengary Creek is a very small waterway that only collects water from the local catchment. Your suggestion that our claim should be denied because the runoff spent a few minutes in this Creek before inundating our house is petty and would be rejected by any reasonable minded person. I would like to point out that the homes on either side of us have been covered by NRMA and QBE, as they considered it to be storm damage. For your convenience I have attached the relevant sections of their PDS documents. A quick comparison will reveal that none of these policies cover water escaping from a watercourse, however these companies have chosen to support their clients.

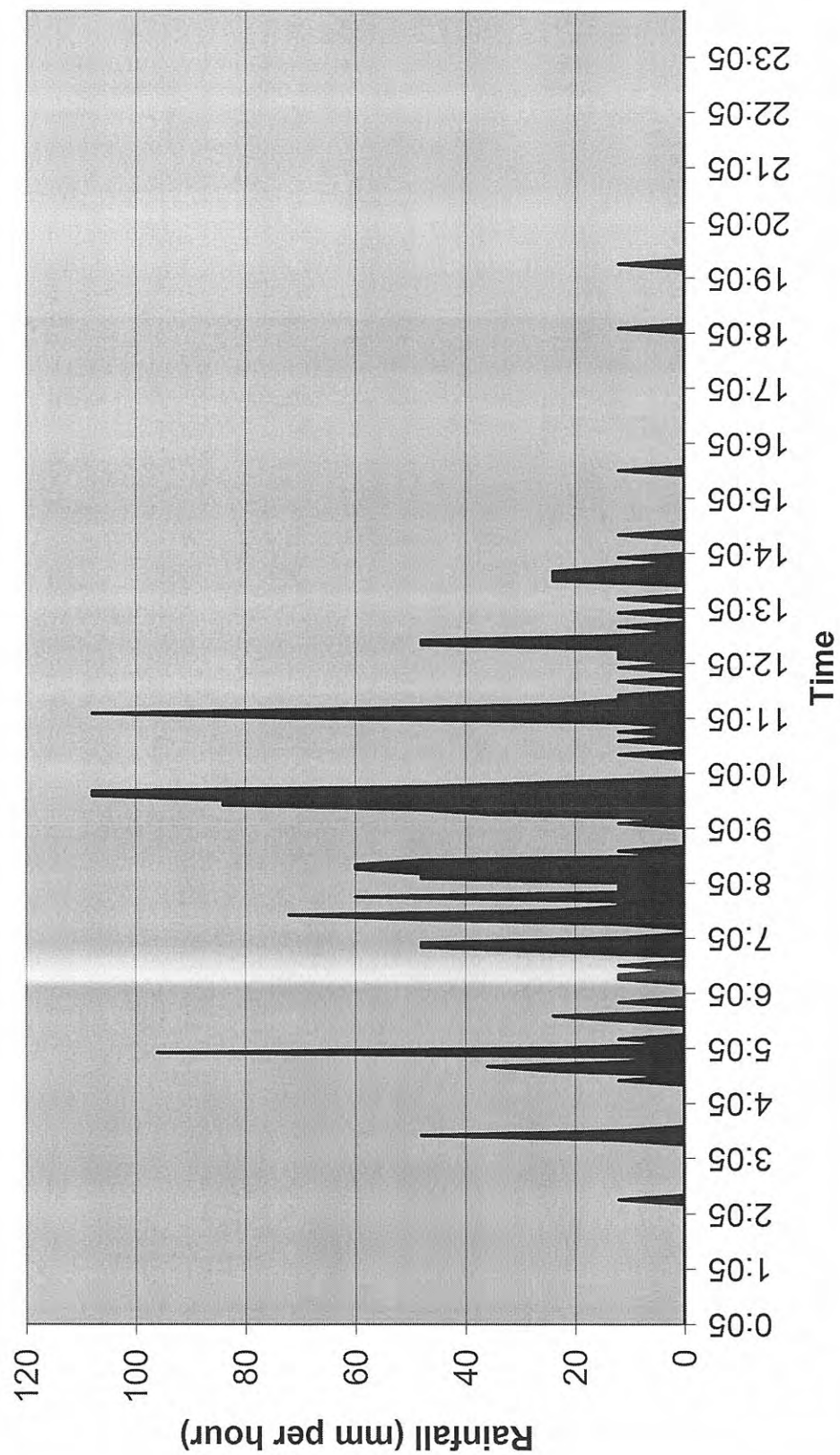
Elyse and I are longstanding clients of AAMI and I cannot recall making a claim on our home or contents insurance before. We have been very disappointed with your response, particularly as it would appear that our claim was delayed by your mistaken belief that our region would be covered by one of the Insurance Council of Australia Hydrology Reports. Elyse and I urge you to consider the points raised in this letter and reverse your decision. In closing may I also say that we are highly motivated and will pursue a fair and reasonable resolution to this matter.

Yours sincerely

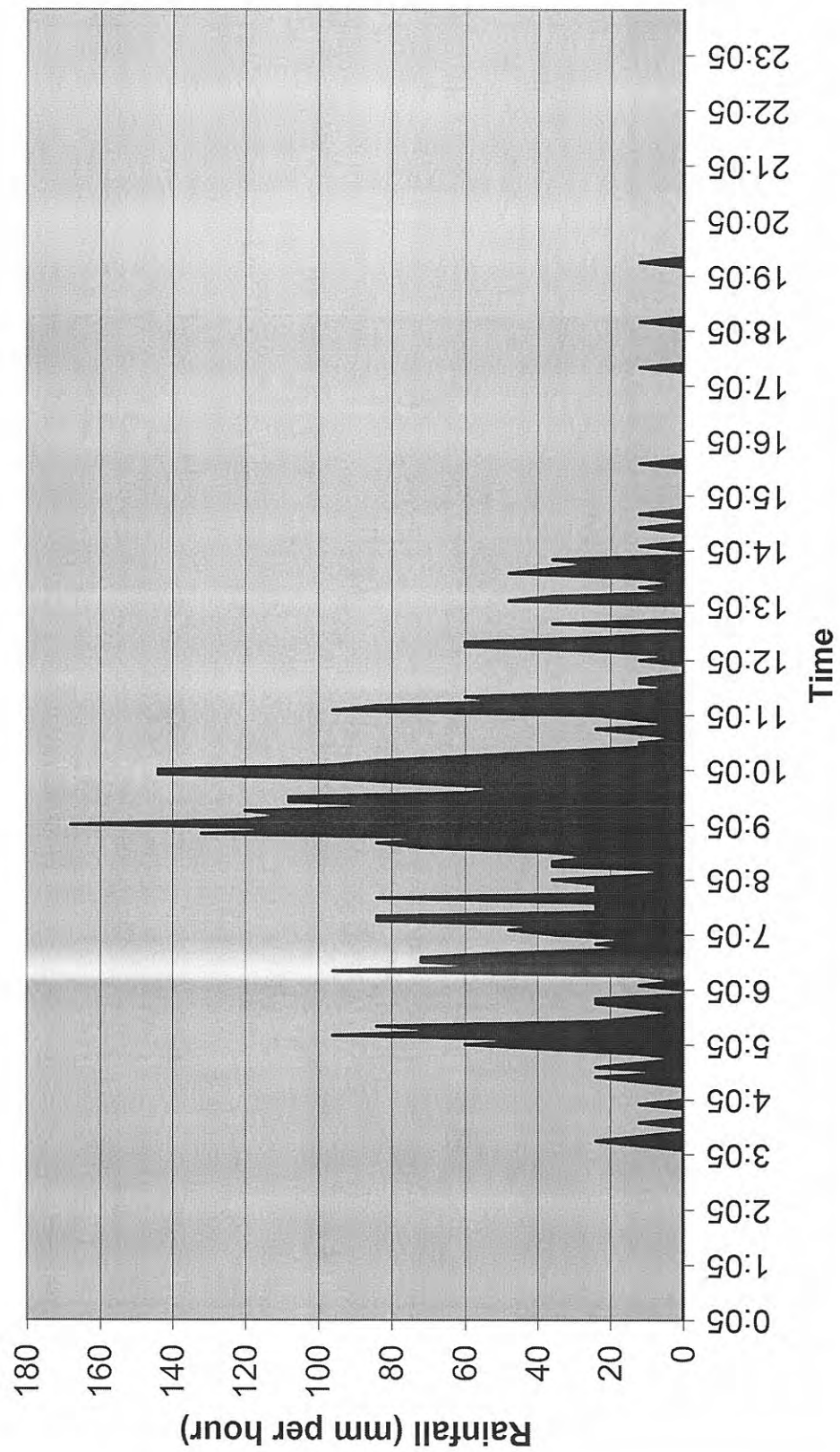


Nick Laszlo on behalf of  
Nick & Elyse Laszlo  
Mannikin Street  
Narangba QLD 4504  
Email: [REDACTED]  
Tel: [REDACTED]

Browns Creek Rd Rainfall 11 Jan 2011: total = 192mm, 3-11am = 138mm



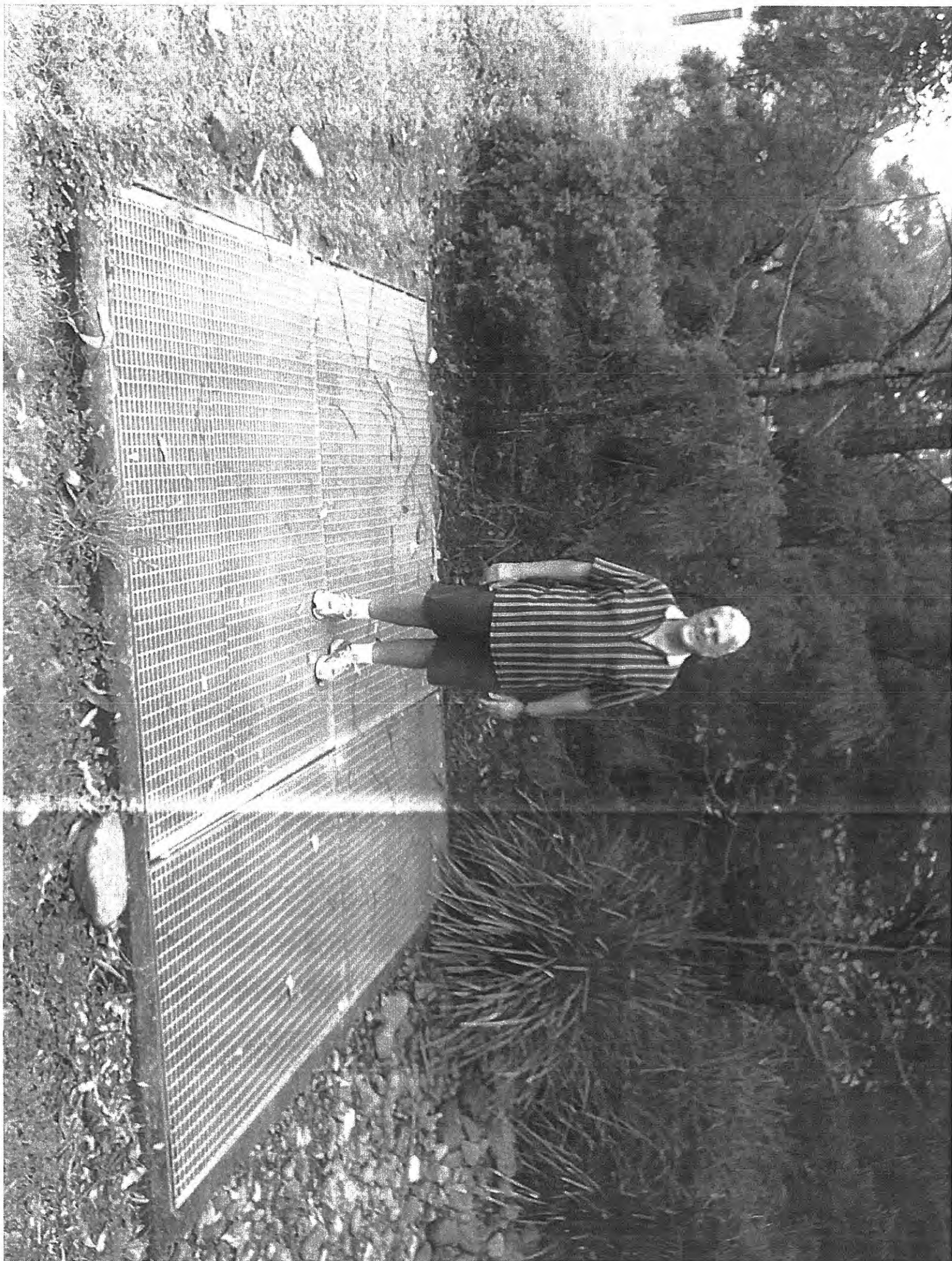
Moorina Rainfall 11 Jan 2011: total = 400mm, 3-11am = 324mm











Insurance Company	Storm/Rain Water Cover	Flood Cover
<p>AAMI PDS: A01463 26/12/09 B</p>	<p>Storm and rainwater including stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.</p> <p>Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.</p>	<p>Damage or loss caused by flood. Flood means the inundation or covering of normally dry land by water which:</p> <ul style="list-style-type: none"> <li>escapes or overflows from, or</li> <li>cannot enter, because it is full or has overflowed, or</li> <li>is prevented from entering, because other water has already escaped or been released from it,</li> <li>the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel.</li> </ul> <p>Flood does not mean stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.</p>
<p>NRMA PDS: G012824 09/10</p>	<p>Storm (the following is covered)</p> <p>If your home or contents suffer loss or damage caused by</p> <ul style="list-style-type: none"> <li>- a violent wind, cyclone or tonado</li> <li>- thunderstorm or hail which may be accompanied by rain or snow or</li> <li>- a sudden, excessive run-off of water as a direct result of a storm in your local area</li> </ul> <p>however</p> <p>we will NOT cover loss or damage caused by flood</p> <p>however under contents insurance -</p> <p>we will NOT cover loss or damage caused by storm</p> <p>however under buildings insurance -</p> <p>we will NOT cover loss or damage caused by storm to retaining walls, or when water enters through an opening that was not created by the storm.</p> <p>Definition of Storm- (page 71)</p> <p>Storm is a violent wind, cyclone, tornado, thunderstorm or hail which may be accompanied by rain or snow, or a sudden, excessive run-off or water as a direct result of a storm in your local area. It does not include persistent rain by itself.</p>	<p>Flood is not covered by this policy.</p> <p>Definition of Flood - (page 70)</p> <p>Flood is the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, where or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.</p>

<p>QBE PDS: A01463 26/12/09 B</p>	<p>Will cover damage to your building and/or contents caused by storm, rain or flash flood.</p> <p>Flash Flood: what occurs when there are heavy, intense bursts of rainfall, usually during thunderstorms where so much water falls in a very short time that it cannot get away quickly enough and collects and flows into your home, but does not include when rainwater on the site:</p> <ul style="list-style-type: none"> <li>• cannot run off into a water catchment system, because it is overflowed in flood; and</li> <li>• mixes with the flood water coming from the water catchment system and then flows into your home.</li> </ul>	<p>Will not cover damage caused by river flood.</p> <p>River Flood is defined by: when water that is normally contained in a water catchment system increases because of rainfall or snow melt (whether in the immediate region or elsewhere) or is deliberately released by an authority, and the water overflows onto land that is not normally covered by water into your home.</p>
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# ANNEXURE II

## CONSUMER APPEALS SERVICE

11 April 2011

Mrs Elyse Laszlo  
Mr Nick Laszlo  
[REDACTED] Mannikin Street  
NARANGBA QLD 4504

Dear Mrs and Mr Laszlo,

**RE: AAMI Claim Number:** [REDACTED]

Thank you for your request that my office review AAMI's decision regarding your claim.

It is my role as Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

### The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

The policy booklets explain (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

### The Claim

You contacted AAMI on 11 January 2011 to advise that your house had been inundated by flood water.

AAMI appointed an external assessor, Cunningham Lindsey who provided a report stating that the damage to your property was due to flood. AAMI also obtained a report from an external hydrologist, WRM Water & Environment (WRM) to confirm the cause of the water inundation.

After considering the reports, AAMI wrote to you on 16 March 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to your home and contents was caused by flood that is specifically excluded from cover.

You have requested a review of AAMI's decision as you believe the water escaped from the street drains as there were no signs of any significant water flow through the channel. You advised the WRM report offered no evidence to support its conclusion the Burpengary creek overflowed which they believe caused the water inundation.

Consumer Appeals Service  
447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 8001  
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: [consumerappeals@aami.com.au](mailto:consumerappeals@aami.com.au)  
Australian Associated Motor Insurers Limited ABN 92 004 791 744 AFSL No. 238173





## My Decision

I have read and considered all of the available material on your file including reports from the assessor and hydrologist along with photographs of the affected area in the absence of flood mapping.

The AAMI Home Building and Contents policies provide cover for loss and damage caused by storm and rainwater, but specifically provides that loss or damage caused by flood is not covered. I accept that this is clearly set out in the home and contents policy booklets on pages 13 and 19 respectively.

I have reviewed AAMI's letter and the reports they obtained and I am satisfied AAMI's letter dated 16 March 2011 sets out the basis of the decision not to accept your claim. I have considered your opinion that the claim should be accepted. However, I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence to prove the damage or some part of it was caused by an event covered under the policy, I accept that the whole of the damage to your property was caused by flood.

I acknowledge your belief that water escaped from a three meter square storm water drain in close proximity to your property. However based on the hydrologist report and photographs of the water inundation taken during the event, the evidence before me indicates the predominant cause of the flood was the over flow of the Burpengary Creek. Therefore, I accept that the flood was caused by floodwaters from Burpengary, but I also accept that the policy clearly provides that resultant flooding as defined is not covered.

**Whilst I very much empathise with your situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision to refuse to cover your claim is correct.**

My decision represents AAMI's final decision in relation to your complaint. If you wish to pursue the complaint further you are entitled to apply to the Financial Ombudsman Service (the FOS). The FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). AAMI is a member of this scheme and we agree to be bound by its determination about a dispute. You must make such an application within two years of the date of this letter to:

Financial Ombudsman Service  
GPO Box 3  
MELBOURNE VIC 3001

Telephone: 1300 780 808  
Facsimile: (03) 96136399  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

Yours faithfully,

[REDACTED]

Dispute Resolution Officer