



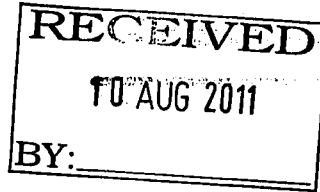
# Dan Tehan MP

FEDERAL MEMBER FOR WANNON



4 August 2011

Mr John Trowbridge  
Chair  
Natural Disaster Insurance Review  
C/- The Treasury  
Langton Cres  
PARKES ACT 2600



Dear Mr Trowbridge

Please find attached a submission to the Natural Disaster Insurance Review from one of my constituents in Allansford, Mr Warren Roney, for your Inquiry.

I look forward to hearing the results of this very important Inquiry.

Please don't hesitate to contact my office if there is anything further you require.

Yours Sincerely

Dan Tehan  
Member for Wannan

Enc

Ref:dt/fb:ld

(1)

TO NATURAL DISASTER  
INSURANCE REVIEW  
c/- THE TREASURY  
LANGTON CRES  
PARKS ACT 2600

FROM WARREN RONEY  
3 ALICE ST  
ALHANSFORD VIC 3277  
PHONE (03) 55651492  
MOBILE 0428629085

THIS SUBMISSION RELATES TO  
AN INSURANCE COMPANY NAMED AP/A  
ADVISING MYSELF THE INSURED TO LEAVE  
MY GOODS & CHATTENS WHERE THEY WERE  
IN MY HOUSE. WITH NO ADVICE TO  
PROTECT THEM FROM FLOOD DAMAGE.  
THEY (AP/A) WILL PAY FOR THE FLOOD  
DAMAGE SUSTAINED.

WHEREAS THE "POLICY DISCLOSURE STATEMENT  
AND POLICY WORDING" (COPY ENCLOSED)  
STATES ON PAGE 48 OF THIS DOCUMENT  
"YOU MUST DO EVERYTHING YOU CAN TO  
SAFEGUARD YOUR HOME, CONTENT AND VALUABLES  
FROM DAMAGE" ... ETC

ON SAME PAGE UNDER THE HEADING  
"BREACH OF POLICY"  
"IF YOU FAIL TO COMPLY WITH THIS POLICY  
AND YOUR BREACH OR FAILURE PREJUDICES  
OUR INTERESTS ... WE MAY REFUSE  
TO PAY ANY CLAIM" ...

(2)

IN MY CASE. I ADVISED THE APLA THAT I INTENDED TO REMOVE MOST OF MY FURNITURE FROM MY HOUSE THIS DECISION WAS BASED "STATE EMERGENCY SERVICES" OF THE MAGNITUDE OF THE FLOODING COMING DOWN THE HOPKINS RIVER IN THE NEXT DAY OR SO. THIS ADVICE WAS SUBSEQUENTALLY ENDORSED AT A COMMUNITY MEETING THE NEXT DAY THAT MY HOUSE COULD BE INUNDATED TO A LEVEL OF 1 (ONE) METRE WITH A FLOW RATE 20KM/H AND A VOLUME OF 5000 MEGALITRES PER HOUR NO SANDBAGGING ETC WOULD SUSTAIN THIS PRESSURE.

THE ~~THE~~ INSURER KEPT ON REPEATING DURING MY PHONE CALL TO THEM LEAVE YOUR FURNITURE IN YOUR HOUSE AND WE WILL PAY THE DAMAGES ... ETC THEY WERE ADVISING ME TO ACT IN FLAGRANT BREACH OF THE POLICY WHEREAS I ACTED IN ACCORDANCE WITH POLICY (IE) I DID EVERYTHING TO PROTECT MY GOODS ETC ...

THIS IS A SIMPLE CASE OF PROVIDING FALSE AND MISLEADING INFORMATION WHICH COULD HAVE A SERIOUS NEGATIVE FINANCIAL IMPACT

ATTACHED IS ~~CHARTER~~ A IN DEPTH STATEMENT OF EVENTS

FULL STORY (1)

THIS DISPUTE IS ABOUT APIA'S REJECTION OF MY REQUEST TO PAY \$2500 BEING THE REMOVALIST COSTS TO PROTECT MY CONTENTS OF MY HOME WHICH INCLUDES MEMORABILIA AMASSED OVER 50 YEARS OF MARRIAGE FROM DEVASTATION RESULTING FROM PREDICTED FLOODWATER INUNDATION (THE PROJECTED WATER FLOW WAS 50,000 MEGALITRES PER HOUR, THIS IS MASSIVE, IT COULD ~~BE~~ BE LIKENE TO SCANTHAM OR TOOWOOMBA EVENTS) BY REMOVING MY CONTENTS FROM HARMS WAY I ACHIEVED FOR BOTH OF US PEACE MIND. IT SHOULD BE NOTED MY WIFE SUFFERS FROM ALZHEIMERS AND IF NO ACTION WAS UNDERTAKEN IT COULD RESULT IN A TIPPING POINT FOR WIFE'S MENTAL IMPAIRMENT. IN SO DOING BY REMOVING THE MAJORITY OF MY CONTENTS I MITIGATED A POSSIBLE SUBSTANTIAL DAMAGE CLAIM AGAINST APIA. (CONTENTS COVER) \$100,000 TO FURTHER SUBSTANTIATE MY CLAIM FOR REIMBURSEMENT. I ADVISE THE FOLLOWING

ON SATURDAY 15/1/11 I CONTACTED APIA ON RECEIVING SES ADVICE THAT SKIPTON FLOOD LEVELS WERE AT 6 METERS + AND LATER THAT HALL'S GAP WAS IN TROUBLE BOTH OF WHICH ARE IN THE HOPKINS BASIN

FULL  
STORY

(2)

APIA'S VERBAL RESPONSE WAS

"LEAVE YOUR CONTENTS IN THE HOME  
AND WE WILL PAY FOR THE FLOOD  
DAMAGE" THIS WAS REPEATED

A NUMBER OF TIMES. I REMONSTRATED  
THIS COURSE OF ACTION AS PER PREVIOUS  
ADVISES IN THIS MEMORANDUM. I DID  
POINT OUT THE FINANCIAL BENEFITS  
ACCUING TO APIA BY REMOVING CONTENTS  
OUT OF HARM'S WAY, TO NO AVAIL.

SUBSEQUENT TO THAT VERBAL ADVICE

I RECEIVE A WRITTEN ADVICE WHICH  
ESPOUSED THE SAME AS ABOVE WITHOUT  
~~SEE~~ QUALIFICATION (SEE ATTACHED) L/-  
DATED 18/1/11 FROM APIA'S CUSTOMER  
SERVICE MANAGER SHANNON GIBB)

IN A LATER PHONE CONVERSATION WITH  
GIBB SHE ADVISED THE FOLLOWING  
I DID "THE HONOURABLE ACTION FOR  
APIA'S INTERESTS"

GIVEN THE FOREGOING IN RESPECT  
TO THE UNEQUAL UNQUALIFIED VERBAL  
ADVISES U "TO LEAVE TO CONTENTS  
IN SITU AND THEY WILL PAY ETC  
FOR THE DAMAGES ETC"

I NOW PRESENT THE FOLLOWING  
FROM THE ENCLOSED "HOME INSURANCE  
PRODUCT DISCLOSURE STATEMENT AND POLICY  
WORDING" REFER PAGE 48

FULL  
STORY

(3)

FIRST ITEM ON THAT PAGE UNDER THE  
HEADING 'PROTECTION OF PROPERTY'  
STATES "YOU MUST DO EVERYTHING  
YOU CAN TO SAFEGUARD YOUR HOME  
CONTENTS AND VALUABLES FROM DAMAGE ETC"  
UNDER "BREACH OF POLICY" ON THE  
SAME PAGE.

"IF YOU FAIL TO COMPLY WITH THIS  
POLICY AND YOUR ~~BREACH~~ BREACH OR  
FAILURE PREJUDICES OUR INTERESTS ...  
WE MAY REFUSE TO PAY ANY CLAIM  
UNDER THE POLICY, WHETHER IN WHOLE OR  
IN PART"

GIVEN THE ABOVE

I WAS GIVEN ADVICE BY  
AOLIA'S RESPONSIBLE OFFICERS BOTH  
VERBAL AND WRITTEN AND IN FACT THE  
DISPUTE RESOLUTION OFFICER JESSICA GULLY  
SEE ATTACHED 2/- PAGE 2  
IDENTIFIED AS PARA 6

"THAT MY DECISION WAS REASONABLE  
PRECAUTION TO UNDERTAKE IN THE CIRCUMSTANCES"  
~~AND~~ IN PARA 7 SHE CONFIRMS THE  
SAME AS THE OTHER OFFICERS WITHOUT  
SPECIFIC OVERRIDING QUALIFICATIONS  
I THEREFORE STRONGLY CONTEND  
THAT I WAS PROVIDED "WITH FALSE  
AND MISLEADING INFORMATION WHICH  
IF ADOPTED WOULD / COULD IN ~~THE~~ INVOKE  
SEVERE FINANCIAL ~~THE~~ EFFECTS ON  
ME.

(4)

BY UNWITTINGLY COMPLYING WITH THE SPIRIT AND LETTER OF THE INSURANCE POLICY I WAS ~~BE~~ ADVISED AS IT NOW APPARENT COMMIT AN ACT OF BREACH OF POLICY AND ITS EFFECTS. I DID HOWEVER PHONE JESSICA GULLY TO POINT OUT THE ADVICES I HAD RECEIVED THESE ADVICES WERE I BELIEVE AS I DID TALK EARLIER TO HER AND A M.S. ONLINE IN THE SAME DEPARTMENT.

MS JESSICA GULLY'S RESPONSE "THESE ADVICES HAVE NO IMPACT ON HER DECISION TO REJECT A GOOD WILL CLAIM".

IN DISCUSSIONS WITH THE ADIA'S DISPUTE RESOLUTION OFFICER JESSICA GULLY I BROUGHT THE ISSUE OF THE INSURANCE CONTRACTS ACT WHICH COMPELS INSURERS TO SHOW A DUTY OF GOOD FAITH GULLY'S RESPONSE THIS DOES NOT APPLY IN THIS ISSUE.

KND

ARIAS  
CORRESPONDENCE (1)

ATTACHED IS THE FOLLOWING  
CORRESPONDENCE FROM ARIA

AND MY REPLY ON THEM

— L/- 18/1/2011 SHANNON GIBB

CUSTOMER SERVICE MANAGER

PARA 3 STATES

" I ACKNOWLEDGE THAT I HAD A CLAIM  
OCCURRED FOR FOOD DAMAGE ...  
WE WOULD HAVE PAID OR ~~REPAIRED~~  
REPAIRED ETC "

NB. THIS CONFIRMS THE ADVICE GIVEN  
EARLIER

IN A LATER PHONE CALL SHANNON  
GIBB STATED " THAT I DID A HONOURABLE  
ACTION FOR ARIA'S INTERESTS "

— L/- 31/1/2011

FROM DISPUTE RESOLUTION OFFICER

JESSICA GUKKY

PARA 6 " MY DECISION WAS A

REASONABLE PRECAUTION TO UNDERTAKE "

IN A PHONE TO MS GUKKY

SHE ADVISED " NOTHING YOU CAN SAY

WILL HAVE ANY IMPACT ON MY

DECISION " SHE THEN TERMINATED THE PHONE CALL

I WAS NOT GIVEN THE OPPORTUNITY TO  
GIVE MY SIDE OF THE STORY

IN THE PREAMBLE OF THIS LETTER

SHE ~~ASKED~~ ASKED ME TO

CONDITIONS OF THE POLICY ON PAGES 46



APIAS CORRESPONDENCE  
(2)

INITIALLY I WAS PRESSING APIA  
TO RECOVER THE \$2500 I SPENT  
ON REMOVALIST EXPENSES ON  
THE BASIS OF A "GOODWILL PAYMENT"  
THE CONDITION OF P 48 OF THE  
POLICY DOCUMENT UPON REFLECTION  
I ACTED ACCORDANCE WITH POLICY  
WHEREAS APIA'S REPRESENTATIVES  
WANTED ME TO ACT IN BREACH  
OF THE POLICY,

L) - 10/3/2011 FROM SUNCOAST METWAY  
TO DENIS MARTINE MP VICTORIA

~~FROM~~

PARA 8 P 2

THIS PERSON SHOULD READ THE  
PRODUCT DISCLOSURE ETC DOCUMENT  
AS HIS ASCERTION IS INCORRECT  
IT DOES NOT "ENCOURAGE"  
IT CATEGORICALLY REQUIRES THE  
INSURED TO DO EVERYTHING TO  
PROTECT CONTENTS ETC

WEB SITE

PARA 4 NO QUALIFICATION AS  
TO ABILITY TO CLAIM

THERE WAS 2 POSTERS ON APIA'S  
KOLAN OFFICE

ALMOST THE SAME AS PARA 4  
APIA'S STAFF WOULD NOT LET ME  
HAVE A COPY OF THAT POSTER

APIA'S CORRESPONDENCE

L1 - 27/4/2011

FROM JESSICA SULLY  
TO DAN TRIHAN MP  
PARA 4

I AM DENIED NATURAL JUSTICE  
I COULD NOT PUT FORWARD THE  
ISSUE EMBODIED IN THIS SUBMISSION

IN CONCLUSION OF THIS EPIC  
TAKE I BELIEVE I AM NOT  
THE ONLY <sup>ONE</sup> TO TAKE THE DECISION  
TO REMOVE FURNITURE FROM HARMS WAY  
AGAINST OF APIA'S TRAINED STAFF/  
EVEN SENIOR MANAGERS DONT KNOW  
THE CONDITIONS OF THEIR POLICY

FOOTNOTE, I HAVE BEEN IN CONTACT  
WITH ASIC WHO WERE PROVIDED  
BY APIA MISINFORMATION WHICH  
WAS PASSED ONTO CENTRALINK AND  
APPEARED IN AN ARTICLE IN THE  
SENIOR MAGAZINE IN RESPECT OF  
CLAIMING FOR FLOOD DAMAGE WITHOUT  
THE QUALIFICATION OF P48 ETC

ASIC HAVE INDICATED APIA'S ERRONEOUS  
ADVICE CONSTITUTES A POSSIBLE OFFENCE.

CAROLYNNE



18 January 2011

Mr and Mrs W Roney  
3 Alice Street  
ALLANSFORD VIC 3277

CLAIRE

O'NEILL

1:20 PM  
SUNDAY

Policy Number: API025029980

JESSICA GUNNY 300-130-794  
APIA DISPUTES

Dear Mr and Mrs Roney

1 I refer to our telephone conversation on Tuesday, 18 January 2011 and your subsequent request to Apia to make a provision under the Home Insurance policy to pay for costs incurred by you for the hire of a removalist. During this call you advised that you took it upon yourself to move your antique furniture into storage as local authorities advised your home could be inundated with flood waters.

2 Whilst Apia recognises your efforts to eliminate a potential claim to these furnishings, under the terms and conditions of your Home Insurance policy, you are covered for many insured events as set out on pages 10 – 31 of the Home Insurance Product Disclosure Statement and Policy Wording booklet; this includes flood cover.

3 I acknowledge that had a claim occurred for flood damage, Apia would have repaired the damaged portion of your home/contents, replaced your home/contents or compensated you for the amount we would have paid for repair or replacement.

As you are claiming only for the reimbursement of the removalist costs and this does not fall under an event covered by your Home Policy, I regret to advise that Apia is unable to accept this claim.

As per your request, your file will now be passed onto our Head Office as the next part of our Internal Dispute Resolution process. The Chief Executive or his nominated representative will further review your claim and issue a final decision within fifteen business days from the date you first made your complaint.

Should you require any further clarification please call our office on 13 5050.

Yours sincerely

Shannon Gibb  
Customer Service Manager  
Gosford NSW

HONOURABLE ACTION  
FOR APIA INTERESTS

1. L/ - . WRONG  
COULD WAS WOULD HAVE  
2 EVAC NOTICES FLOODED

IN VIEW  
of HONORARIUM  
ISSUED TO  
PROJECT  
APIA EXPENSE

- AGREED POLICY DOES NOT COVER REMOVALIST EXPENSE
- NO SPECIFIC OR IMPLIED CONDITIONS
- REQUESTED DISCRETIONARY PAYMENT

TO CAROLINE, REQUESTED - COPIES OF INTERNAL  
MEMO TO GRC IF HAD  
SAME, INCORRECT STATEMENTS

SHANNON REQUESTED TO  
PHONE MONDAY ASAP

- ADVISED OF FAMILY HEALTH  
WHICH I HAD NO OPPORTUNITY  
TO ADVISE ON FRIDAY (TUESDAY)  
CUT OFF WITH RESPONSE

- NOT AWARE OF (SOME) CONDITION

CAROLINE,

- PART OF SUMCONP GROUP  
SUMCONP COVER FOR REMOVALIST  
EXPENSES <sup>APIA</sup> WERE ABOUT  
SURELY SOME 2 PARTS OF  
THE SAME ORGANIZATION  
TALK TO FIELD OFFICE  
FRIDAY I SHOULD HAVE  
BEEN ADVISED OF THIS

# CONSUMER APPEALS SERVICE

31 January 2011

*Andrew Robb*  
*9557 4644*

Mr Warren Roney  
Mrs Marion Roney  
3 Alice Street  
ALLANSFORD VIC 3277

Dear Mr and Mrs Roney,

**Re Apia Policy Number: API025029980**

This matter has been referred to me for review pursuant to Apia's internal dispute resolution (IDR) process.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with that process.

*Your Apia Policy*

You wish to lodge a claim under your Apia Home Insurance Policy.

In summary pages 20 to 23 of your policy explain if your contents suffer loss or damage whilst contained in your home from any of the listed events we will choose to either, repair the damaged contents, replace the damaged contents or compensate you the amount it would have cost us for repair or replacement. One of these events is *Flood*.

2 Page 24 of the policy explains if your home suffers loss or damage insured by this policy and we agree that your contents cannot be kept in your home or at your address we will pay for your contents to be stored in a professional storage facility until your home is repaired or replaced.

3 Page 48 of the policy explains you must do everything you can to safeguard your home, contents and valuables from damage, maintain them in good condition and minimise the risk of injury from them.

*Your Concerns*

*(14)*

*NO NO*

You contacted Apia on 15 January 2011 to advise you had been warned that your home would soon be inundated by flood water. You advised Apia of your concern that your contents *would* be damaged and you explained that you intended to arrange

*would*

*that was*  
*1 was*

*16/1 when*  
*advised*

Consumer Appeals Service  
601 St. Kilda Road, Melbourne 3004. PO Box 14180, Melbourne City Mail Centre, Vic 8001  
Telephone: 1300 130 794 Facsimile: (03) 9529 1214 Email: [consumerappeals@aami.com.au](mailto:consumerappeals@aami.com.au)  
Australian Associated Motor Insurers Limited ABN 92 004 791 744. AFSL No. 238173



4

for a removalist to move your contents to a storage facility. You asked Apia to pay this cost on the basis that it could potentially save you from lodging a claim for loss or damage to your contents. However, Apia advised this cost was not covered by your policy. *NO NO NO*

5

Apia Customer Service Manager Shannon Gibb subsequently spoke to you on 18 January 2011 and advised your claim for reimbursement of removalist costs fell outside the terms and conditions of the policy and therefore was not one for acceptance. Ms Gibb wrote to you later that day confirming Apia's decision and referring the matter to my office for review on your behalf. *Clare O'Neill*

6

You subsequently contacted my office on 25 January 2011 to express your disappointment with Apia's decision. You advised that you accept the expense you are claiming falls outside the terms and conditions of the policy, however you are seeking the cost to be reimbursed on a good will basis. You also ask that I take into consideration your personal circumstances and the potential impact a loss may have had on your wife's health.

You now ask that I review the matter.

*Important*  
*My Decision*

I can confirm I have read and considered all the available information on the file. *only action*

Firstly, I wish to confirm that I understand the basis for your decision to remove your contents and I accept this was a reasonable precaution to undertake in the circumstances. However, my review is limited to whether this cost is covered by your policy and whether Apia is obliged to reimburse this cost.

7

I can confirm your policy provides cover in the event your contents suffer loss or damage as a result of flood. Whilst I accept you have outlaid money in an attempt to avoid damage to your contents, I am not satisfied this outlay constitutes damage or loss to your contents. Accordingly, I accept Apia's decision not to reimburse the removalist costs is in accordance with the terms and conditions of the policy.

8

Apia has given consideration to your request for reimbursement of this outlay on a good will basis and has taken into account all of the circumstances. There have been a large number of claims arising from the flood event across Australia and there are many other cases of policyholders suffering loss and damage not covered by the policy. There are also many other instances of policyholders taking action and incurring expense to protect their property, thereby avoiding the possibility of having to make a claim. Whilst Apia is appreciative of the action taken by policyholders to protect their property, it does have an overriding obligation to all its stakeholders, including other policyholders, to ensure that claim decisions are made in accordance with the terms and conditions of the policy.

Whilst Apia empathises with and has taken into account the personal circumstances you have described, it is unfortunately not in a position to grant your request for

payment of the removalist charges on a good will basis above and beyond policy requirements.

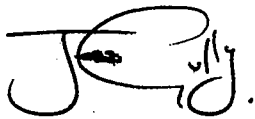
8

My decision represents Apia'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). Apia is a member of this scheme and we agree to be bound by its determination about a dispute. You must make such an application within two years of the date of this letter to:

Financial Ombudsman Service  
GPO Box 3  
MELBOURNE VIC 3001

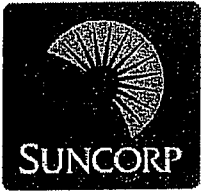
Telephone: 1300 780 808  
Facsimile: (03) 96136399  
Email: info@fos.org.au  
Website: www.fos.org.au

Yours Sincerely



Jessica Gully  
Dispute Resolution Officer

1. you dont think statements  
  won't impact  
2. not good fo  
3.  
  
  IMPACT IS ABSOLUTE



Suncorp-Metway Ltd

Suncorp Place  
18 Jamison Street  
SYDNEY NSW 2000

Telephone: 02 8121 3115  
Mobile: 0419 772069  
Email: [mike.thomas@suncorp.com.au](mailto:mike.thomas@suncorp.com.au)

10 March 2011

Hon. Dr Denis Napthine MP  
Minister for Ports, Major Projects, Regional Cities and Racing  
Member for South-West Coast  
Level 16  
121 Exhibition Street  
MELBOURNE VIC 3000

By email: [denis.napthine@parliament.vic.gov.au](mailto:denis.napthine@parliament.vic.gov.au)

**RE: ISSUES RAISED IN THE VICTORIAN PARLIAMENT ON 1 MARCH 2011**

Dear Minister

1 I am writing in reference to your raising of matters pertaining to the claim of Mr Warren Roney against his insurer Apia in the Victorian Parliament on 1 March 2011. In your address to the House, you referred specifically to the declination of Mr Roney's claim as *"unfair, unreasonable and lacks common sense and compassion"* and urged the insurance industry to *"adopt a more reasonable approach and assist this individual"*.

2 It is in this context that I wish to furnish you with some clarifying details in an effort to fully explain the circumstances of Apia's position with respect to this matter.

3 As you will no doubt be aware, Apia is one of a number of Suncorp-owned brands that offers general insurance within the Australian marketplace. Apia provides home and contents insurance cover for persons over 50 and who are no longer working full-time.

4 A feature of Apia's home and contents policies is automatic flood cover, irrespective of the cause or nature of the flooding. Apia is one of the few insurers which does provide automatic flood cover within its home and contents policies. This is because Apia is fully aware of the impact that major losses can have on people, particularly older Australians.

5 Following the unprecedented number of major weather events we have seen over the past months, Apia currently has a large number of customers throughout Australia who have either experienced substantial damage to, or complete loss of their home and contents. Apia has received over 5,600 claims as a result of these recent weather events and we are already well underway with our assessment and repair process for our customers who have sustained damage in line with their policies.

6 In the matter you raised in Parliament relating to Mr Roney and his claim for the reimbursement of removalist fees under his Apia Home Insurance Policy, I can confirm that his claim was declined on the basis that it was inconsistent with the terms and condition of his policy.



2

7 This original decision was affirmed through the internal dispute resolution (IDR) process and Mr Roney was advised of this decision in writing on 31 January 2001 and provided with details regarding having the matter further reviewed through the Financial Ombudsman Service (FOS). I am unaware as to whether or not Mr Roney intends to pursue the matter through the FOS.

NRONG  
P446  
1 Apia acknowledges that in its Product Disclosure Statement, under the heading *Protection of Property*, it does encourage its policy holders to take reasonable steps to safeguard their home, contents and valuables from damage, and to maintain them in good condition, however, it does not advise policy holders to incur expenses in doing so.

It should be noted that within the IDR determination it clearly states that Mr Roney contacted Apia on 15 January 2011 to advise that he had been warned that his property could soon be subject to inundation by flood water. He advised Apia of his concern that his contents may be damaged and explained that he intended to arrange for a removalist to move his contents to a storage facility. At this time Mr Roney asked Apia to pay this cost on the basis that it could potentially save him from lodging a claim for loss or damage to his contents. However, Apia advised this cost was not covered by his policy.

Whilst it is understood that in this particular instance, Mr Roney did take steps to protect his home and contents, it needs to be highlighted that Mr Roney had already been advised that the cost of any such action was not covered by his policy. Secondly, it is important to note that Mr Roney's premises were not actually subject to any flood inundation. ~~NOT RELEVANT~~

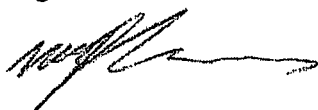
1 Apia has an obligation to other policy holders and to its shareholders to ensure that claim decisions are made in accordance with the terms and conditions of the policy. Apia contends that its decision to firstly advise Mr Roney that his proposed action was outside of the terms and conditions of his policy and the second decision to decline his claim for reimbursement for removalist fees are wholly in accordance with the terms and conditions of Mr Roney's home insurance policy.

It should be further noted, APRA's prudential requirements prevent insurers underwriting risk at a loss and accordingly Apia is obliged to underwrite the risk in accordance with those prudential requirements. This means pricing the risk at a competitive rate without securing a financial loss. Making claim decisions in accordance with the terms and conditions of the relevant policy is consistent with this approach.

As mentioned earlier, Mr Roney does have the option of pursuing a further and external review of Apia's decision through the external dispute resolution process of the FOS. I would encourage you to reinforce this option to Mr Roney should he continue to be unhappy with Apia's decisions.

Should you wish to discuss this matter further then please feel free to contact me directly on 0419772069.

Regards



Mike Thomas  
Manager - Government & Stakeholder Relations  
Suncorp General Insurance

SUNCORP



RECEIVED  
6/4/11

Internal Dispute Resolution

Suncorp-Metway Insurance  
Limited  
ABN 83 075 695 966  
AFSL 229869

477 Collins Street  
Melbourne 3000

GPO Box 14180  
Melbourne City Mail Centre 8001

Telephone: 1300 130 794  
Fax: 1300 316 047  
Email: [idr@suncorp.com.au](mailto:idr@suncorp.com.au)

1 April 2011

Hon. Dr Denis Napthine MP  
Member for South West Coast  
Parliament of Victoria  
PO Box 5075  
WARRNAMBOOL VIC 3280

Dear Dr Napthine,

**COPY**

**Re: Apia Insurance Claim  
Warren Roney, 4 Alice Street, Allansford, Victoria**

Thank you for your letter addressed to Mr Patrick Snowball received by his office on 18 March 2011 and forwarded to Mr Mark Milliner, Chief Executive Officer for Personal Insurance.

I am the Executive Manager for Internal Dispute Resolution for the Suncorp general insurance brands, including Apia and am responsible for oversight and management of the internal dispute resolution process. Mr Milliner has referred the matter to me for review and response on his behalf.

I understand that the Manager – Government & Stakeholder Relations, Suncorp General Insurance, Mr Mike Thomas wrote to you by letter dated 10 March 2011 setting out Apia's position in relation to this claim. I enclose a copy of that letter.

That remains Apia's position in relation to the claim and we are unable to offer further assistance in relation to the matter.

Yours faithfully,

Mark Richards  
Executive Manager Internal Dispute Resolution – Suncorp

cc Mr Patrick Snowball, Mr Mark Milliner

# EXTRINSIC CIRCUMSTANCES

SELECTIVE RECOLLECTIONS BY APIA STAFF

- 1 PHONE CALL OF 15/1/11  
CONSULTANT ADVISED ME  
A NUMBER TIMES  
I HAVE FURNITURE WHERE IT IS  
AND WE REIMBURSE FOR THE  
FLOOD DAMAGE (NO MENTION  
OF MY REQUIREMENT TO EVERYTHING  
TO PROTECT FURNITURE)
- 2 L/- FROM SHANNON EXPRESSED  
SAME AS ABOVE WITHOUT QUALIFICATION
- 3 POSTERS IN APIA OFFICE  
EXPRESSED THE SAME  
WITHOUT QUALIFICATION
- 4 FROM APIA WEB SITE  
EXPRESSED WITHOUT QUALIFICATION
- X FALSE & MISLEADING INFORMATION  
ETC  
SUGGEST ATTORNEY GENERAL  
TAKE UP THIS AS  
ISSUE  
AND GET DPP TAKE THIS  
AS CRIMINAL OFFENCE

```
Drupal.behaviors.print = function(context) {window.print();window.close();}>
```



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## Queensland, Victoria and Northern NSW Floods – Customer Update

### Summary:

Leading national over 50s insurance company Apia is reassuring existing policyholders that automatic flood cover is included as a standard feature on all Apia home and contents insurance policies.

**Updated 24 January 2011**

*what about floods*

Leading national over 50s insurance provider Apia is reassuring existing policyholders that flood cover is automatically included as a standard feature on all Apia home and contents insurance policies. (1)

Apia Executive Manager Craig Dingle said Apia provided peace of mind for customers by covering flood damage to insured buildings and contents caused by river or creek flooding, flash flooding, rainwater run-off and storm water. (2)

“Our priority at the moment is to meet the immediate needs of our customers who have been affected by the current flooding across much of Queensland and parts of Victoria and Northern New South Wales,” said Executive Manager Apia, Craig Dingle. (3)

“If you’re an Apia customer and have experienced damage from the floods and rain, please contact our 24 hour telephone line, 13 50 50 for assistance from an Apia team member and to lodge a claim,” Mr Dingle said. (4)

“We are experiencing a higher than usual volume of calls as a result of this event, so we would ask customers to please be patient when contacting us for assistance.”

For those customers who may have been affected by the flooding in the region, Apia offers the following general advice: -

- The priority is your personal safety, do not attempt any temporary repairs or clean up that may place you in harm’s way.
- Never walk or drive through floodwater, even if you think it may be shallow.
- Obey the directions of emergency personnel and evacuate if you’re advised to.
- Call **13 50 50** as soon as possible to discuss your claim process – remember, we are here to help.

# CONSUMER APPEALS SERVICE

27 April 2011

29 APR 2011

Mr Dan Tehan MP  
Member for Wannon  
190 Gray Street  
HAMILTON VIC 3300

Dear Mr Tehan,

**Re: Apia Insurance Claim  
Warren Roney, 4 Alice Street, Allansford, Victoria**

Thank you for your letter seeking an explanation of Apia's decision regarding Mr Roney's claim and my subsequent review of that decision. (1)

As you are aware I have previously reviewed this matter in accordance with Apia's Internal Dispute Resolution process. The outcome of my review was provided in writing to Mr Roney on 31 January 2011 and this detailed the basis for my decision. As set out in that letter, Mr Roney does have the option of seeking a review of my decision by the Financial Ombudsman Service. (2)

In addition to my correspondence, I note Mike Thomas, Manager – Government & Stakeholder Relations, Suncorp General Insurance and Mark Richards Executive Manager Internal Dispute Resolution – Suncorp General Insurance have also responded to Dr Napthine in relation to this matter. (3)

Therefore, I am satisfied Mr Roney's concerns have been addressed and responded to. (4)

I remain satisfied the financial outlay Mr Roney incurred to remove contents in an attempt to avoid possible damage does not constitute actual damage or loss to his contents and therefore his claim for reimbursement of this outlay falls outside the terms and conditions of the policy. I am also satisfied he was clearly advised of this prior to taking this action. (5)

I note your advice that Mr Roney is of the belief that the decision is unjust and I wish to advise Apia has also considered his request that his claim be settled on a good will basis. However, Apia is bound by its obligations to other stakeholders including shareholders, re-insurers and regulatory authorities to settle claims in accordance with the terms and conditions of the policy.

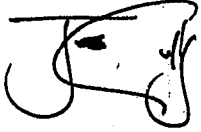
Consumer Appeals Service

447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 8001  
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au  
Australian Associated Motor Insurers Limited ABN 92 004 791 744. AFSL No. 238173



In the circumstances, we are unable to offer further assistance in relation to the matter. As previously advised, Mr Roney may wish to contact the Financial Ombudsman Service if he wishes to pursue the complaint further.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'J Gully', written over a horizontal line.

Jessica Gully  
Dispute Resolution Officer

located in Australia.

2. We will respond to your written correspondence within five business days of Apia receiving it.
3. We will provide a branch network across many regional areas, to help you do business with us face to face.

**You said: "Provide me with peace of mind."**

4. We will ensure our staff are trained and authorised to provide you with personal insurance advice so we can assess your circumstances and recommend the insurance cover that best meets your needs.
5. We will not ask you to press menu buttons when you call us on 13 50 50. Instead, you will speak to a real person.

**You said: "Take care of my claim for me."**

6. We will call you by 7:00pm the following business day to arrange an appointment when you need an assessment for your home, contents or landlord claim.
7. Within three business days of us agreeing to make your claim payment, we will post a cheque or deposit the payment directly into your nominated bank account. If you have a car claim, this will only apply when your car is assessed as a total loss.
8. We will guarantee for life the workmanship and materials used in any repairs we authorise to your property or vehicle.
9. We will provide you with an emergency payment up to \$5,000 when we accept your home or contents claim and we agree you need immediate assistance because you cannot live in your home. We will arrange this payment by 7:00pm the following business day.

**At Apia, we listen.**

At Apia, we want to make sure you can always count on us. We are committed to keeping the promises we've made in this Customer Charter, and will continue to review them annually.

We listen to what you say because we value your opinion and comments about our products and services. It's the only way to ensure that we can always meet your needs. So if you have any suggestions, please be sure to take a moment to let us know. Just call 13 50 50 or e-mail [customerservice@apia.com.au](mailto:customerservice@apia.com.au)

