Toowoomba STRATA

fact sheet

insurance claims

The Cast

Person or Company	*Role in the Process*
Body Corporate	Owner of the insurance policy
Body Corporate Manager	Toowoomba STRATA the administration company. We just pass on communication
Builder	The company appointed by the insurer to fix damage
Builder (Fix the cause)	The company appointed to fix the cause of the problem (usually not covered by insurance)
Insurer	Issue of the insurance policy and ultimately the person that says if a claim is paid
Insurance Ombudsman	The overseer of the insurer
Loss Adjuster or Assessor	The representative of the insurer for larger claims
Owner	The person who has generally suffered the loss (they may also live in the unit)
Real Estate Agent (if applicable)	The person who generally acts on behalf of the owner
Tenant (if applicable)	The person who lives in the unit (if it is not the owner)

Key Stakeholder

The key stakeholder is always the owner as it is generally the owner that has suffered the loss.

The owner should be the person following everybody up.

Owners sometimes try to pass this responsibility on to their real estate agents or even sometime try to pass this responsibility on to Toowoomba STRATA.

Who is the most important

The person that always has the largest vested interest is the **OWNER** and not their real estate agent and not the body corporate manager. Nobody is more affected if a claim drags on then the owner.

To Do … Follow Up then Follow Up Again

As the owner you should be regularly asking the insurer for a status update – don't rely on others doing this for you! You then decide how often you want updating.

Claims

1. What You must do

As soon as You discover that an Event likely to result in a claim has occurred, You must:

a. take all reasonable steps to reduce the damage and to prevent any further damage; **Proof Needed** Repair invoice eg the Hot Water Service has been replaced, Tarp on the Roof etc	
b. inform the Police immediately following theft, vandalism, malicious damage or misappropriation of money or property. **Proof Needed** Queensland Policy Report for the malicious damage	

EXPECT DELAYS

Expect Delays if you do not promptly provide this information. Do not assume a simple email will suffice – the insurer always expects proper documentation.

2. What You must not do

Whatever the circumstances You must not:

a. admit guilt or fault (except in court or to the Police);

b. offer or negotiate to pay a claim;

c. admit or deny liability;

d. dispose of any damaged items without first seeking the insurer's approval.

3. How to make a claim

When You make a claim You must:

a. promptly inform the insurer by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is late and results in higher costs for the insurer or harms the insurers investigation opportunities;

b. provide details of the Event and when requested complete and return the insurers claim form promptly together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;

c. provide written statements under oath if the insurers require it;

d. be interviewed about the circumstances of the claim, if insurers require this;

e. allow insurers to inspect Your Insured Property and take possession of any damaged item to deal with it in a reasonable way;

f. provide the insurer as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

Quick Tip

SLOW your claim down by:-

- Not providing initial evidence
- Not providing photos
- Not providing a detailed description of the circumstances
- Not providing quotes
- Not providing access

SPEED your claim up by:-

- Immediately provide the initial repair invoice or police report
- Immediately provide lots of photos
- Immediately provide a detailed report
- As soon as possible provide quotes
- Immediately provide quick access

4. Claim preparation costs and fees

The insurer may pay reasonable costs of fees You necessarily incur with the insurers written consent in the preparation of a claim under the Policy.

5. The insurers approval needed for repairs

Except for essential temporary repairs permitted under the policy You are not authorised to commence repairs without the insurers approval.

6. Repairs or Replacement

The insurer has the right to nominate the repairer or supplier to be used.

7. You must assist Insurer

Before the insurer will pay anything under the Policy, You must:

a. comply with all the requirements of this Policy; and

b. give the insurer all information and assistance which the insurer reasonably require in relation to the claim and any proceedings.

8. False or misleading information

The insurer may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

They may also report any suspected fraudulent act to the Police for further investigation.

9. Salvage value

The insurer is entitled to any salvage value on recovered items and damaged items that have been replaced.

10. Other insurance

If at the time any claim arises under the Policy there is any other insurance in force covering the same liability, in part or in full, You must promptly notify the insurer of full details of such other insurance, including the identity of the insurer(s) and the policy number(s), and such further information as the insurer may reasonably require.

Subject to the *Insurance Contracts Act 1984* (Cth), the insurer reserves the right to seek a contribution from the other insurer(s).

Examples of Typical Exclusions

Some typical examples of exclusions:-

- Burst and broken pipes (including sewerage and water pipes)
- Tree and plant root invasion of pipes
- Building subsidence including normal settlement
- Lack of maintenance to the building
- Rusting gutters
- Failed roof sheeting
- Replacement of shower trays
- Failure of wet sealing to old bathrooms and balconies
- Vermin attack
- Wet sealing outside walls
- Retaining wall damage
- Building defects caused by the builder or others
- Rust, Oxidation & Corrosion
- Mould
- Wear and Tear
- Fading
- Concrete or Brick Cancer
- Lifting driveways
- Pot holes or cracks in driveways
- Gradual deterioration
- Landscaping
- Commercial Office Fit-outs

Quick Tip

GENERALLY A CLAIM FOR THESE ITEMS WILL NOT BE SUCCESSFUL

BUT THAT DOES NOT MEAN A CLAIM CAN NOT BE ATTEMPTED

Water Claims

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Documentation and details levels go up substantially.

- Nature and Cause of Leak
- Composition of pipe eg. Copper, Galvanized Iron, PVC
- A detailed explanation of the procedures undertaken
- Full details of charges including hourly rate, number of workmen, days attended, time taken etc
- A detailed breakdown of all costs incurred as:-
  a. Costs to locate leak (eg to break a hole in the wall)
     - These costs are **<u>not</u>** normally covered by the body corporate insurance – these costs are payable by the body corporate if the pipe is contained within a common wall or floor or payable by the owner if the pipe is contained within an internal wall
  b. Costs to fix cause of leak (eg to replace a section of pipe)
     - These costs are **<u>not</u>** normally covered by the body corporate insurance – these costs are payable by the body corporate if the pipe is contained within a common wall or floor or payable by the owner if the pipe is contained within an internal wall
  c. Cost to re-instate the wall (eg costs to fix the hole in the wall)
     - These costs are **<u>not</u>** normally covered by the body corporate insurance – these costs are payable by the body corporate if the pipe is contained within a common wall or floor or payable by the owner if the pipe is contained within an internal wall
  d. Cost to fix resultant damage (eg costs to fix the water damage to surrounding wall)
     - These costs are normally covered by body corporate insurance
  e. Cost to fix damaged contents (eg costs to fix water damaged carpets)
     - These costs are **<u>not</u>** covered by the body corporate insurance but are normally covered by contents insurance