code of practice
GENERAL INSURANCE

General Insurance Code of Practice

Setting out standards of conduct for the general insurers who have adopted the Code and their Employees, Distributors and Service Suppliers.

Code of Practice Logo™ Insurance Council of Australia.

President's foreword

Insurers will implement this new General Insurance Code of Practice by 1 January, 2021. The important family violence policy provisions included in this Code take effect earlier, on 1 July, 2020.

The General Insurance Code of Practice has long set the benchmark for self-regulation in the financial services sector. It is a living document that strives to reflect evolving community expectations.

The 2020 Code is the result of a thorough two-year review. The Insurance Council of Australia considered feedback and input from various organisations, including member insurers, consumer advocates, government and regulators.

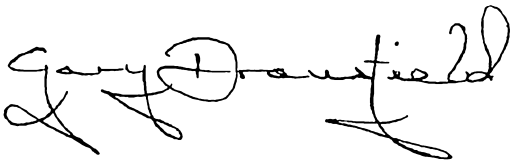
On behalf of the Board, I would like to thank all involved. Their diverse insights were invaluable to the review process, ensuring the Code better responds to evolving community standards. Together, we have delivered a Code that is more customer-centric than ever before. It further strengthens the focus on good consumer outcomes with insurers, their distributors, and service providers.

Importantly, from 1 July 2020, all Code subscribers must have policies to support customers experiencing family violence. Financial hardship provisions have been strengthened and include requirements that employees and agents involved in debt collection are trained on the financial hardship requirements of the Code.

Other key changes include a streamlined complaints process, a deferred sales model for Consumer Credit Insurance, mental health provisions, and the introduction of mandatory investigation standards.

The independent Code Governance Committee will continue to monitor and enforce the Code, and has greater powers to impose sanctions on Code subscribers for non-compliance.

The new Code sets industry standards above those mandated by law and may require further updates to reflect regulatory changes. I hope the Code will continue to play a significant role in encouraging and guiding the general insurance industry to further improve customer service and consumer outcomes.



Gary Dransfield
President
Insurance Council of Australia
1 January, 2020

“Life can be unpredictable”

General insurance in our society

Life can be unpredictable.

Insurance can help protect you from life's unpredictability. Some of the ways general insurance can protect you are:

- for loss or damage to your valuable possessions — such as your home or car, or even your Small Businesses and infrastructure;
- for your responsibility, or 'liability', to another person if you cause them loss or damage; and
- for loss you suffer from certain events such as travel cancellation and many types of natural disasters.

By helping you to manage the financial impact of insured events, insurance can help reduce your stress.

Although insurance is important in your personal and business affairs, insurance — and the insurance industry — underpin the Australian financial system. It does this by insuring risks for people and for the community and by helping them to rebuild and replace their assets after insured losses. Where a risk is not insured the burden of loss may have to be borne by the community. The insurance industry also contributes to improved risk management. To find out more about insurance, visit www.understandinsurance.com.au.

The Code

The General Insurance Code of Practice (the Code) was introduced in 1994 by the Insurance Council of Australia as a voluntary Code. It has been regularly reviewed and updated.

The Code is independently monitored and enforced by the Code Governance Committee.

The Code has been developed through consultation with a range of stakeholders including consumer and industry representatives, the Code Governance Committee, the Australian Securities and Investments Commission and the Australian Financial Complaints Authority.

The Code is intended to be a positive influence across all aspects of the general insurance industry including product disclosure, claims handling and investigations, relationships with people who are experiencing vulnerability, and reporting obligations.

Meeting community needs, standards and expectations

The general insurance industry is an integral part of an inclusive, thriving and adaptable community.

The industry must always strive to meet the community's evolving expectations for how it should support individuals and small businesses.

The Code is a key way the general insurance industry makes sure it continues:

- to work towards this important goal; and
- to provide value to you and the whole community.

Our principles

The principles that underpin the Code shape the way the general insurance industry behaves, treats people and approaches decision-making.

We — the general insurance industry — will be **inclusive** by providing insurance designed to meet the diverse and changing needs of the whole community.

We will provide **value, transparency and fairness of products and services** by:

- designing and selling insurance products and services that are of value to the community they are sold to;
- designing and selling insurance products and services in a clear, transparent and fair manner; and
- continually reviewing and improving insurance products and services offered to ensure they remain of value to the changing needs of the community.

We will promote **trust, integrity and respect** by:

- meeting promises made to the community in a trusting environment;
- being open, fair and understanding, and acting with integrity, in our dealings with the community;
- being clear, transparent, fair and timely in our communications with the community; and
- treating the community with respect, dignity and sensitivity.

We will provide **accessibility and additional support** by:

- being accessible to the community and making our processes simple and timely; and
- assisting members of the community who are in need of additional support.

We will **resolve any concerns and work to prevent future concerns** by:

- listening and seeking to resolve concerns in an objective, truthful and timely manner;
- proactively resolving any concerns we may identify; and
- monitoring any concerns identified, and making changes to prevent similar future concerns when this is reasonable.

We will **add value to the community** by engaging with the government, consumers and other relevant stakeholders in building an inclusive, thriving and adaptable community.

inclusive
value
transparency
trust
integrity
respect
fairness of
products
and services
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Table of contents

President's foreword 1

General insurance in our society 3

Part 1: Objectives of the Code 9

Part 2: How the Code works 11
What the Code means for you 11
Who the Code applies to 11
Code commencement 11
Products the Code applies to 11
Complying with the Code 12
The Code and the law 12

Part 3: Our obligation to you 14

Part 4: Standards for us and our Distributors 16
Conduct standards for us and our Employees and Distributors 16
Education and training for our Employees and Distributors 16
Dealing with concerns about our Employees or Distributors 16
Concerns about other Australian Financial Service Licensees who sell our products 17

Part 5: Standards for our Service Suppliers 19
Conduct standards for our Service Suppliers 19
Appointing and monitoring Service Suppliers 19
Dealing with concerns about our Service Suppliers 19

Part 6: Buying insurance 21
Pressure Selling 21
Applying for or renewing insurance policies 21
Sum insured calculators for home building policies 21
Automatic renewal 21
Premium comparison 21
No Claims Discount 22
Consumer Credit Insurance 22

Part 7: Cancelling an insurance policy 24

Part 8: Making a claim 27
Before making a claim 27
Making a claim 27
Scope of works for a home building claim 27
Issues with your claim 27
Fast-tracking urgent claims 27
Assessing your claim 27
Using an External Expert, Loss Assessor, Loss Adjuster or Investigator 28
Claim decision 28
Cash settlements 28
Claims for total loss 28
Information we give you if we deny your claim or do not pay in full 29
Changes to timeframes 29
Use of repairers 29
How we respond to Catastrophes 29

Part 9: Supporting customers experiencing vulnerability 31
Internal policies and training 31
Support measures 31
Identification 32
Using interpreters 32
Mental health 32

Part 10: Financial Hardship 34
Individuals entitled to support 34
Identifying people experiencing Financial Hardship 34
Keeping you informed 34
Assessing your request for Financial Hardship support 34
Putting recovery on hold 35
Making our decision 35
If you are entitled to Financial Hardship support 35
Releasing your debt 35
If you are not entitled to Financial Hardship support 35
Standards for collecting money 36
Bankruptcy 36

Part 11: Complaints 38
Making a Complaint 38
Handling your Complaint 38
Decision about your Complaint 38
Mistakes when handling your Complaint 38
The Australian Financial Complaints Authority 39
Complaint management by third parties 39

Part 12: Your access to information 41

Part 13: Enforcement, sanctions and compliance 43
Reporting breaches 43
The Code Governance Committee 43
The responsibilities of the Code Governance Committee 43
Imposing sanctions 43
Types of sanctions 44
Our compliance with the Code 44

Part 14: Promoting, reviewing and improving the Code 46
Promoting the Code 46
Reviewing and improving the Code 46

Part 15: Claims investigation standards 48
General investigation obligations 48
Before any formal interview 49
During the formal interview 50
After the formal interview 51
External Investigators only 51
Surveillance 51
Guide: Interview consent form 53

Part 16: Definitions 55

Part 1: Objectives of the Code

1. The objectives of the Code are:

a. to commit us to high standards of service;

b. to promote better, more informed relations between us and you;

c. to maintain and promote trust and confidence in the general insurance industry;

d. to provide fair and effective mechanisms for resolving Complaints you make about us; and

e. to promote continuous improvement of the general insurance industry through education and training.

2. We will pursue the above objectives of the Code with regard to the law and acknowledging that every contract of insurance is a contract based on the utmost good faith.

NORTH STEYNE
NSLSC
SURF LIFE SAVING CLUB

Part 2: How the Code works

3. Words and phrases that have a special meaning in the Code are listed with their meaning in part 16.

What the Code means for you

4. We acknowledge that our customers, and our relationships with our customers, are the foundations of our business.

5. If you have a concern about us, or about any aspect of your relationship with us, then you may:

   a. ask us to address the concern;

   b. make a Complaint to us through our Complaints process; and/or

   c. report your concerns to the Code Governance Committee.

Who the Code applies to

6. The Code applies to all insurers who have adopted it. An organisation may adopt the Code if the organisation is a member of the Insurance Council of Australia; a general insurer; or approved by the Insurance Council of Australia. A list of Code subscribers is available at www.codeofpractice.com.au.

Code commencement

7. The Code takes effect on 1 January 2020. We must adopt it within 12 months and we must have a family violence policy in place within 6 months.

8. Once we have adopted the Code, then:

   a. all new policies and renewed policies we enter into are covered by the Code;

   b. all new claims we receive are covered by the relevant parts of the Code; and

   c. all new Complaints we receive are covered by the Code.

9. If this Code applies, then any earlier version of the Code does not apply.

Products the Code applies to

10. The Code covers general insurance products with the exception of:

    a. Workers Compensation Insurance;

    b. Marine Insurance;

    c. Medical Indemnity Insurance;

    d. Motor Vehicle Injury Insurance; and

    e. Domestic Builders Insurance or Domestic Builders Warranty/Indemnity Insurance.

11. Also, the Code does not cover:

    a. reinsurance;

    b. life insurance products issued by a life insurer; and

    c. health insurance products issued by a registered health insurer.

12. The Code applies differently to Retail Insurance and Wholesale Insurance. The whole Code applies to Retail Insurance. The following parts of the Code do not apply to Wholesale Insurance:

    a. part 5 — Standards for our Service Suppliers

    b. part 6 — Buying insurance

    c. part 7 — Cancelling an insurance policy

    d. part 8 — Making a claim

    e. part 9 — Supporting customers experiencing vulnerability

    f. part 11 — Complaints (except in limited circumstances).

13. If more than one insurer has insured a portion of the same risk under the same insurance policy (that is, under a co-insurance arrangement), then:

a. if all of those insurers have adopted the Code, then the Code applies to that insurance policy; and

b. if any of those insurers has not adopted the Code, then the Code does not apply to that insurance policy.

Complying with the Code

14. By adopting the Code, we enter voluntarily into a contract with the Insurance Council of Australia to comply with the Code.

15. The Code does not create legal or other rights between us and any person or entity other than the Insurance Council of Australia.

16. If we breach our obligations under the Code, the Code Governance Committee may impose sanctions on us as set out in part 13.

17. We are in breach of the Code if our Employees, Distributors or Service Suppliers do not comply with the Code when they are acting on our behalf.

The Code and the law

18. The Code is designed to work with the many laws that cover our conduct and to deal with issues not dealt with in legislation. The Code does not limit your rights under law against us.

19. Where there is an obligation under the Code in addition to a legal requirement, we will also comply with the Code, unless doing so would be in breach of the law.

20. If there is any conflict or inconsistency between the Code and any Commonwealth, State or Territory law, then that law prevails.

Part 3:
Our obligation to you

21. We, our Distributors and our Service Suppliers will be honest, efficient, fair, transparent and timely in our dealings with you.

22. The Code sets out how we will meet this obligation to you.

Part 4: Standards for us and our Distributors

Conduct standards for us and our Employees and Distributors

23. We will have policies and procedures for our Employees and Distributors that require them to conduct sales appropriately and to prevent unacceptable sales practices.

24. We will only allow our Employees and Distributors to provide services that match their expertise.

25. When our Distributors are providing a service to you, they must tell you the service we have authorised them to provide and that they are acting on our behalf.

26. If you make a Complaint to one of our Distributors, about either us or their conduct, then the Distributor must tell us about the Complaint within 2 Business Days. If your Complaint is about a Retail Insurance product, then your Complaint will be handled under the Code's Complaints process.

27. Our Distributors must notify us within 2 Business Days of any Code breaches by them when acting on our behalf.

Education and training for our Employees and Distributors

28. We will require our Employees and Distributors to receive appropriate education and training:

- **a.** to provide their services competently;
- **b.** to deal with you professionally; and
- **c.** about the Code.

29. Our Employees' education and training records will be kept for at least 7 years. We will make those records available to the Code Governance Committee at its request. We will require our Distributors to do the same.

Dealing with concerns about our Employees or Distributors

30. We will have policies and procedures in place to monitor the performance of our Employees and/or Distributors.

31. We will investigate any concerns about the conduct of our Employees or Distributors that you raise with us, or that we are aware of. Where appropriate, we will address these concerns by — for example:

- **a.** requiring them to go through further training; or
- **b.** disciplinary action.

32. If we identify that any of our Employees or Distributors have engaged in poor conduct in breach of our policies or procedures that has caused you material harm, then we will contact you to discuss an appropriate remedy. The remedy will depend on the circumstances and on what you agree to. For example, a remedy may include:

- **a.** us refunding any premiums paid;
- **b.** us paying interest on the refunded premium;
- **c.** us adjusting the cover the product provides;
- **d.** us correcting information provided to you; or
- **e.** us paying a claim.

33. If you are not satisfied with our proposed remedy, then we will tell you how to make a Complaint.

Concerns about other Australian Financial Service Licensees who sell our products

34. If you have a concern about a person or organisation selling our product who is not one of our Distributors, you can contact us and we will let you know how you can have the matter addressed. You can also contact the Code Governance Committee.

Part 5: Standards for our Service Suppliers

This part applies to Retail Insurance products only.

Conduct standards for our Service Suppliers

35. When our Service Suppliers are providing a service to you, they must tell you the service we have authorised them to provide and that they are acting on our behalf.

36. If you make a Complaint to one of our Service Suppliers about either us or their conduct, then the Service Supplier will tell us about the Complaint within 2 Business Days. Your Complaint will be handled under the Code's Complaints process.

37. Our Service Suppliers must tell us within 2 Business Days about any breach of the Code that they are aware of when acting on our behalf.

Appointing and monitoring Service Suppliers

38. We will have measures in place to ensure that we appoint only suitable Service Suppliers. In particular, when we appoint a Service Supplier, they must:

a. hold any licence the law requires; and

b. reasonably satisfy us that they and their employees are qualified by education, training or experience (including but not limited to whether they hold membership with any relevant professional body) to provide the required service competently and to deal with you professionally.

39. All contracts entered into with Service Suppliers after we have adopted the Code, must reflect the relevant standards of the Code.

40. A Service Supplier must first get our approval before subcontracting any services they perform on our behalf.

Dealing with concerns about our Service Suppliers

41. If we are aware that our Service Suppliers' performance does not meet the relevant standards of the Code, then we will address this — for example, by:

a. cancelling our contract with the Service Supplier; or

b. requiring them to go through further training.

Razor

Part 6: Buying insurance

This part applies to Retail Insurance products only.

42. We will take reasonable steps to make sure that our communications are in plain language.

43. We will have a publicly available policy on our approach to the development and distribution of our products for appropriate target markets. This policy will be published on our website.

Pressure Selling

44. Pressure Selling of our products is prohibited. We will make this clear to our Employees and Distributors.

Applying for or renewing insurance policies

45. If we are assessing your application for insurance, then we will ask for and rely on information and documents only if they are relevant to our decision.

46. Where we identify, or you tell us, about a mistake in your application or in the information or documents we have relied on in assessing your application, we will immediately take action to correct it.

47. If we cannot provide you with insurance, we will:

a. give you our reasons for that decision;

b. tell you about your right to ask us for the information we relied on when assessing your application — if you ask us for that information, then we will give it to you as set out in part 12 of the Code;

c. refer you to either the Insurance Council of Australia or the National Insurance Brokers Association of Australia for information about your options for alternative insurance, or approaching another insurer or another broker; and

d. give you information about our Complaints process if you tell us you are unhappy with our decision.

Sum insured calculators for home building policies

48. When you apply for or renew a home building insurance product, we will provide you with access to a calculator that is periodically reviewed and updated to enable you to estimate your sum insured.

Automatic renewal

49. If we are offering you an insurance product that can automatically renew, then, at the time of purchase and at each renewal we will:

a. remind you about the automatic renewal process;

b. remind you that you can opt-out of that process; and

c. tell you to check the amount of your sum insured to see if your level of insurance cover is still appropriate for you.

Premium comparison

50. If we offer to renew any of the following products that you bought directly from us:

a. home building;

b. home contents;

c. home building and home contents;

d. motor vehicle — unless you have a fleet of vehicles or are a business or other organisation;

then, in our renewal notice, we will give you a comparison between this year and last year's premium and explain to you how it is calculated.

No Claims Discount

51. If your insurance policy has a No Claims Discount, we must tell you how it works. A No Claims Discount is sometimes called a 'No Claims Bonus' or a 'No Claims Entitlement'.

Consumer Credit Insurance

52. We will not sell you a Consumer Credit Insurance product during the deferred sales period.

53. If we, or any intermediary acting on our behalf, offer you Consumer Credit Insurance for credit cards, home loans or personal loans, then we will take reasonable steps to ensure that:

a. you are given clear information, before the deferred sales period starts, about the cost of the Consumer Credit Insurance, the options for payment, how long it lasts and its key exclusions and limits;

b. you are informed that purchasing the Consumer Credit Insurance has no bearing on whether your application for a credit card, personal or home loan will be approved; and

c. no binding offer of Consumer Credit Insurance can be made to you until the end of the deferred sales period.

54. The deferred sales period is 4 days, starting on the day after you are informed that your credit card, home loan or personal loan is approved.

Part 7: Cancelling an insurance policy

This part applies to Retail Insurance products only.

55. Your insurance policy may allow you to cancel it and obtain a refund. If you are entitled to a refund and you cancel your policy, then we will return the amount within 15 Business Days. However, if you arranged your insurance through an insurance broker, then different arrangements will apply — you will need to ask your broker about those arrangements.

56. If you have an Instalment Policy and we have not received an instalment payment, then we will send you a notice in writing regarding your non-payment at least 14 Calendar Days before any cancellation by us for non-payment.

57. If after sending the notice under paragraph 56 we do not receive the instalment payment for the Instalment Policy, then we will send you a second notice in writing either:

a. before cancellation, informing you that your Instalment Policy is being cancelled for non-payment; or

b. within 14 Calendar Days after cancellation by us, confirming our cancellation of your Instalment Policy.

Part 8: Making a claim

This part applies to Retail Insurance products only.

Before making a claim

58. You can ask us if your insurance policy covers a particular loss before you actually make a claim. When we answer your question, we will not discourage you from making a claim and we will tell you that if you make a claim, we will fully assess whether your loss is covered.

Making a claim

59. If you make a claim, then we will tell you:

- **a.** about our claims process;
- **b.** about any excess amounts you have to cover or pay in relation to your claim;
- **c.** about any waiting or no cover periods that need to finish before we start paying you under the policy; and
- **d.** how to contact us regarding your claim.

60. If we are contacted by an uninsured person who wishes to make a claim against one of our customers, then we will tell them about our claims process and what is required for us to start a claim. If we have accepted a claim under our insured's motor vehicle policy, then we will tell them:

- **a.** about the next steps in the claims process;
- **b.** about our Complaints process; and
- **c.** who to contact to find out about any claim they make, and their contact details.

Scope of works for a home building claim

61. If a scope of works is needed for a home building claim, we will provide you with information to help you understand how it works, its purpose and the process involved.

Issues with your claim

62. If we identify, or you tell us about a mistake we make in handling your claim, then we will immediately take action to correct the mistake.

63. If you have a Complaint about anything to do with how we handle your claim, then you may make a Complaint to us through our Complaints process.

Fast-tracking urgent claims

64. Where the event (for example, a natural disaster) that caused you to make a claim under your policy also caused you to be in urgent financial need of the benefits you are entitled to under that policy, then we will do either or both of the following:

- **a.** fast-track both our assessment of your claim and the process we follow to make a decision about your claim;
- **b.** pay you an advance amount to help ease your urgent financial need — we will do this within 5 Business Days after you demonstrate your urgent financial need.

65. See part 10 of the Code to read more about applying for Financial Hardship support.

66. If you are not happy with our response to your request about urgent financial need, then we will tell you about our Complaints process.

Assessing your claim

67. When we are assessing your claim, we will only ask for and rely on information that is relevant to our decision. If we ask you for information, then we will tell you why we need it.

68. If you make a claim and we need further information or assessment, then within 10 Business Days of receiving your claim we will:

a. tell you any information we need to make a decision on your claim. We will use our best endeavours to do that in one request;

b. if necessary, appoint a Loss Assessor or Loss Adjuster to assess your claim; and

c. provide our estimate of the likely timeframe and process for us to make a decision about your claim.

69. When we assess your claim, we will consider all relevant facts, the terms of your insurance policy and the law.

70. We will tell you about the progress of your claim at least every 20 Business Days.

71. We will respond to your routine enquiries about your claim's progress within 10 Business Days.

Using an External Expert, Loss Assessor, Loss Adjuster or Investigator

72. If we appoint a Loss Assessor or Loss Adjuster, then within 5 Business Days we will tell you that we have appointed them and what their role is. An appointed loss assessor or loss adjustor may be an Employee.

73. If we appoint an Investigator or Employee to investigate your claim, then within 5 Business Days we will tell you that we have appointed them and what their role is. When we appoint an Investigator or Employee to investigate your claim, then the investigation process will comply with the Claims Investigation Standards (see part 15).

74. If we engage an External Expert to provide us with a report that we need to assess your claim, then we will ask them to report to us within 12 weeks of us engaging them. If the External Expert does not meet that timeframe, we will tell you and keep you informed of our progress in obtaining the report.

75. We will engage an External Expert only if we believe they have the appropriate expertise to provide the opinion we ask them for and that they comply with the rules and regulations relevant to their area of expertise.

Claim decision

76. Once we have all relevant information and have completed all enquiries, we will decide whether to accept or deny your claim and tell you of our decision within 10 Business Days.

77. Our decision will be made within 4 months of receiving your claim, unless paragraph 78 applies. If we do not make a decision within that time, we will tell you in writing about our Complaints process.

78. In circumstances where:

a. your claim arises from an Extraordinary Catastrophe;

b. your claim is fraudulent, or we reasonably suspect it is fraudulent;

c. you do not respond to our reasonable inquiries or to our requests for documents or information about your claim;

d. we have difficulty communicating with you about your claim due to circumstances beyond our control; or

e. you request a delay in the claims process;

then within 12 months of receiving your claim we will tell you our decision in writing. If we cannot make a decision within 12 months, we will tell you in writing about our Complaints process.

Cash settlements

79. If we offer a cash settlement under a home building policy, we will provide you with information to help you understand how they work and how decisions are made on cash settlements.

Claims for total loss

80. When you have suffered a total loss, we and our Service Suppliers will treat your claim with sensitivity. If we have accepted your claim for a total loss under your home building and home contents insurance policy and you are

unable to provide proof of ownership for the relevant insured property because it was lost in or damaged by the insured event (and we believe your ownership is clear) we will not:

a. require you to provide proof of ownership; or

b. require a list of insured property that was lost or damaged.

Information we give you if we deny your claim or do not pay in full

81. If we deny your claim, or do not pay it in full, then we will tell you, in writing:

a. the aspects of your claim that we do not accept;

b. the reasons for our decision;

c. that you have the right to ask us for the information about you that we relied on when assessing your claim;

d. that you have the right to ask us for copies of any Service Suppliers' or External Experts' reports that we relied on; and

e. about our Complaints process.

82. If you ask for information or for copies of any Service Suppliers' or External Experts' reports that we relied on, then we will give you that information or report within 10 Business Days, as set out in part 12 of the Code.

Changes to timeframes

83. If any of the timeframes in this part are not practical due, for example, to the complex nature of your claim, we will agree a reasonable alternative timetable with you. If we cannot reach an agreement on an alternative timetable, we will provide details of our Complaints process.

84. We must comply with the timeframes in this part of the Code, unless any of the following apply:

a. we have complied with an alternative timetable to which you agreed;

b. our conduct, and the actual timeframe, were reasonable in all the circumstances;

c. the reason we did not comply with the timeframe was that a report from an External Expert was delayed, even though we used our best endeavours to obtain the report in time.

85. The standards in this part of the Code do not apply to your claim if you have commenced any proceedings against us about your claim in any court, tribunal or under any other dispute handling process, other than through the Australian Financial Complaints Authority.

Use of repairers

86. If we have selected and directly authorised a repairer to repair your damaged property, then we will accept responsibility for the quality of their work and the materials they use. Complaints about the repairer's conduct, timeliness, quality of work or the materials they use will be handled under our Complaints process.

87. If we have selected and directly authorised a repairer and we are satisfied that the repair requires rectification and because of that you need a hire car or accommodation over and above what we would provide to you in your policy, then we will arrange these for you and cover the reasonable costs.

How we respond to Catastrophes

88. We will respond to Catastrophes efficiently, professionally, practically and compassionately.

89. We will co-operate and work with the Insurance Council of Australia on industry coordination and communications under the Insurance Council of Australia's industry Catastrophe coordination arrangements.

90. If you have a property claim resulting from a Catastrophe and we have finalised your claim within 1 month after the Catastrophe event causing your loss, you can request a review of your claim if you think that assessment of your loss was not complete or accurate, even though you may have signed a release. We will give you 12 months from the date of finalisation of your claim to ask for a review of your claim. We will inform you in writing about this entitlement and our Complaints process when we finalise your claim.

Part 9: Supporting customers experiencing vulnerability

This part applies to Retail Insurance products only.

91. We are committed to taking extra care with customers who experience vulnerability. We recognise that a person's vulnerabilities can give rise to unique needs, and that their needs can change over time and in response to particular situations.

92. A person's vulnerability may be due to a range of factors such as:

a. age;

b. disability;

c. mental health conditions;

d. physical health conditions;

e. family violence;

f. language barriers;

g. literacy barriers;

h. cultural background;

i. Aboriginal or Torres Strait Islander status;

j. remote location; or

k. financial distress.

93. We encourage you to tell us about your vulnerability so that we can work with you to arrange support — otherwise, there is a risk that we may not find out about it.

94. If you are experiencing Financial Hardship, see part 10 of the Code about the support we can provide to you.

Internal policies and training

95. We will have a publicly available policy about how we will support you if you are affected by family violence. This policy will be published on our website.

96. We will have internal policies and training appropriate to our Employees' roles to help them:

a. understand if you may be vulnerable;

b. decide about how best, and to what extent, we can support you;

c. take account of your particular needs or vulnerability; and

d. engage with you with sensitivity, dignity, respect and compassion — this may include arranging additional support, for example referring you to people, or services, with specialist training and experience.

Support measures

97. If you tell us, or we identify, that due to a vulnerability you need additional support or assistance, we will work with you and try to find a suitable, sensitive and compassionate way for us to proceed. We will do this as early as practicable and we will protect your right to privacy.

98. If you tell us, or we identify, that you need additional support from someone else (for example, a lawyer, consumer representative, interpreter or friend), then we will recognise this and allow for it in all reasonable ways. We will try to make sure our processes are flexible enough to recognise the authority of your support person.

99. Additional support may include making it easier for you to communicate with us, referring you to a financial counsellor or an appropriate community support service.

Identification

100. If you need support to meet identification requirements, then we will take reasonable measures to support you — particularly if you are from an Aboriginal or Torres Strait Islander community or a non-English speaking background. Our approach to supporting you with verification and identification will be flexible.

Using interpreters

101. Where practicable, we will provide access to an interpreter if you ask us to, or if we need an interpreter to communicate effectively with you. We will record if an interpreter is used or if there are reasons we are unable to arrange one.

102. We will arrange relevant training for our Employees who are likely to be involved in communications requiring an interpreter.

103. On our website there will be an easy-to-find link to:

a. information on interpreting services;

b. teletypewriter services (TTYs);

c. any information on our products that we have translated into other languages; and

d. any other relevant information for people with language barriers.

Mental health

104. When developing our internal processes and procedures we will take into account those who have a past or current mental health condition by doing the following:

a. at a minimum, we will design and sell our products and apply their terms in compliance with the requirements of the *Disability Discrimination Act 1992* and/or any relevant State or Territory anti-discrimination requirements;

b. we will treat people with any past or current mental health condition fairly;

c. we will only ask relevant questions when deciding whether to provide cover for a pre-existing mental health condition;

d. if we cannot provide you with cover for that condition we will tell you about your right to ask us for the information relied on when assessing your application. If you ask for that information, then we will give it to you as set out in part 12 of the Code.

Part 10: Financial Hardship

Individuals entitled to support

105. Financial Hardship means you have difficulty meeting your financial obligations to us.

106. You have a right to ask us to fast-track a claim if you have an urgent financial need. See paragraph 64.

107. You may be entitled to support because you are suffering Financial Hardship if you are:

a. an individual Insured or a Third Party Beneficiary who owes us money — including an excess — under an insurance policy we have issued; or

b. an individual and we are seeking to recover money from you because we believe you caused damage or loss to either an Insured, or a Third Party Beneficiary who we cover under an insurance policy.

108. The support that we provide does not include support with paying the premiums under an insurance policy we have issued.

Identifying people experiencing Financial Hardship

109. We will have internal policies and training appropriate to our Employees' roles to help them to identify if you are experiencing Financial Hardship and decide how they may be able to provide support to you.

110. We encourage you or your representative to tell us about your Financial Hardship so that we can work with you to discuss your situation and the options available to support you — otherwise there is a risk that we may not find out about it.

111. If you tell us, or we identify, that you are experiencing Financial Hardship, we will give you:

a. a form for you to apply for Financial Hardship support; and

b. if appropriate, contact details for the National Debt Helpline: 1800 007 007.

Keeping you informed

112. We will communicate with you about your application and where possible, we will use your preferred method of communication.

113. If we know that you have nominated a representative, then we will keep that person updated about your request for Financial Hardship support, unless you tell us not to.

Assessing your request for Financial Hardship support

114. When we are assessing your request for Financial Hardship support, we will consider all reasonable evidence — for example:

a. evidence of serious illness that prevents you from earning income;

b. evidence of a disability, including a disability caused by mental illness;

c. if you are a Centrelink client, your Centrelink statements; and

d. evidence of your unemployment.

115. We will request information from you only if it is reasonably necessary for us to assess your application for Financial Hardship support.

116. If, after we receive your application for Financial Hardship support, we need more information from you before we can make our decision, then we will:

a. tell you the information we need as early as possible; and

b. be specific about the information we need.

117. You have 21 Calendar Days from the date of our request under paragraph 116 to provide that information to us, unless we have agreed to a different timeframe.

Putting recovery on hold

118. If we are taking action to recover an amount from you, we will put that action on hold if we identify that you are experiencing Financial Hardship, or if you ask us for Financial Hardship support in relation to that amount.

119. When we put the action on hold, we will contact any Collection Agent or solicitor that we have appointed and tell them the action is on hold.

120. The action will stay on hold until we have assessed your application for Financial Hardship and notified you of our decision about it.

Making our decision

121. We will tell you in writing of our decision about whether to give you Financial Hardship support within 21 Calendar Days after we receive your application, unless we have asked you to provide us with more information.

122. If we do ask you for more information under paragraph 116 and:

a. you provide all information we requested, then within 21 Calendar Days of receiving it we will tell you in writing, our decision about whether to give you Financial Hardship support; or

b. you do not provide all information we requested within 21 Calendar Days (or by a later date we agree to), then within 7 Calendar Days of that deadline passing, we will tell you in writing, our decision about whether to give you Financial Hardship support.

If you are entitled to Financial Hardship support

123. If we decide you are entitled to Financial Hardship support, then we will work with you to implement an arrangement that could include any one or more of the following:

a. delaying the date on which the payment must be made;

b. paying us in instalments — we will not refuse a reasonable request from you to pay the amount you owe in instalments;

c. paying a reduced lump sum amount;

d. delaying one or more instalment payments for an agreed period;

e. deducting the excess from the claim amount we pay you.

124. We will confirm the agreed arrangement with you. Where possible this will be in your preferred method of communication.

125. If we agree you are entitled to Financial Hardship support, but we are unable to agree about how you can be supported, then we will tell you in writing, about our Complaints process.

Releasing your debt

126. If we decide you are entitled to Financial Hardship support, then you may ask us to release, discharge, or waive a debt or obligation. However, you are not automatically entitled to this.

127. If we agree to release, discharge or waive a debt or obligation, then we will confirm this with you in writing.

128. You can ask us to notify any financial institution with an interest in your insurance policy that you are entitled to Financial Hardship support and, if applicable, that we have released, discharged or waived a debt or obligation. If you ask us to do this, then we will tell them about this in writing.

If you are not entitled to Financial Hardship support

129. If we decide that you are not entitled to Financial Hardship support, we will tell you the reasons for our decision and about our Complaints process. Where possible, we will tell you this in your preferred method of communication.

130. If your circumstances change, then you may re-apply for Financial Hardship support in relation to the amount you owe. However, for any further application you make, it will be at our discretion whether we again put any recovery action on hold.

Standards for collecting money

131. We, as well as any Collection Agent or solicitor collecting money for us, will comply with the *Debt collection guideline: for collectors and creditors* published by the Australian Competition and Consumer Commission and the Australian Securities and Investments Commission.

132. We, as well as any Collection Agent or solicitor collecting money for us, are required to:

a. understand the Financial Hardship requirements in the Code; and

b. receive training to help identify whether you might need Financial Hardship support.

133. When we, our Collection Agent or solicitor, first communicates with you about any money owed, then we will ensure that this communication will provide you with information to show that the amount we are seeking to recover from you is fair and reasonable. This may include:

a. information on the relevant loss and/or damage and the claim;

b. the actual cost of completed repairs; and

c. the evidence we relied on when we calculated the amount.

134. This communication will also include:

a. information about our Financial Hardship process; and

b. contact details to enable you to contact us to discuss Financial Hardship support or if you have any questions.

135. If our Collection Agent or solicitor communicates with you about money owed, then that communication will identify us as the insurer that they are acting on behalf of and will specify the nature of our claim against you.

136. If you tell our Collection Agent or solicitor that you are experiencing Financial Hardship, then they must notify us and give you information in writing about our Financial Hardship process.

Bankruptcy

137. If you tell us that you intend to declare bankruptcy, then we will work with you (or your representative) to agree on the amount owed. We will also give you written confirmation of that amount for the purposes of your declaration of bankruptcy.

138. If we cannot agree on an amount, then we will provide details of our Complaints process in writing.

Part 11: Complaints

This part applies to Retail Insurance products. In addition, it is available to an uninsured person making a claim against a customer who we insure under a Retail Insurance policy (see paragraph 60).

This part also applies to Wholesale Insurance products where you are entitled to Financial Hardship support under paragraph 107(b).

Making a Complaint

139. You may complain to us about any aspect of your relationship with us.

140. We will make readily available information about:

a. your right to make a Complaint;

b. our internal processes for dealing with Complaints; and

c. our external dispute resolution provider.

This will be published on our website, other digital platforms and in our relevant written communications.

141. Our Complaints process will comply with the Australian Securities and Investments Commission's guidelines.

Handling your Complaint

142. When we receive your Complaint, we will acknowledge that we have received it.

143. We will tell you the name and relevant contact details of the person assigned to liaise with you about your Complaint.

144. Your Complaint will be handled by a person with appropriate authority, knowledge or experience. This will not be the person whose decision or conduct is what your Complaint is about.

145. When we are considering your Complaint, we will only ask for, and rely on, information that is relevant to our decision.

146. We will keep you informed about the progress of your Complaint at least every 10 Business Days, unless it is resolved earlier or you agree to a different timeframe.

Decision about your Complaint

147. We will make a decision about your Complaint within 45 Calendar Days. If we cannot make our decision within this timeframe, then before this deadline passes we will tell you, in writing, the reasons for the delay and about your right to take your Complaint to the Australian Financial Complaints Authority, and its contact details.

148. When we have made a final decision about your Complaint we will respond to you in writing.

149. Our written response to you will include the reasons for our decision and inform you of your right to take your Complaint to the Australian Financial Complaints Authority if you are not satisfied with our decision. We will provide you with its contact details and the timeframe in which you are able to complain to it.

150. If we resolve your Complaint to your satisfaction within 5 Business Days, we will not respond to you in writing unless you ask us to or unless your Complaint relates to Financial Hardship, a declined insurance claim or the value of an insurance claim.

151. We must give you the information that we relied on when making a decision about your Complaint within 10 Business Days of you asking us for that information. We will give you the information as set out in part 12 of the Code.

Mistakes when handling your Complaint

152. If it is identified that we have made a

mistake when handling your Complaint, then we will take action to correct the mistake.

The Australian Financial Complaints Authority

153. We are part of an independent external dispute resolution scheme administered by the Australian Financial Complaints Authority. The scheme is for customers and third parties as allowed under its Rules.

154. You can take your Complaint to the Australian Financial Complaints Authority at any time and if we do not resolve your Complaint within 45 Calendar Days after we first received your Complaint.

155. Under the Australian Financial Complaints Authority's Rules, your Complaint may be referred back to us if it has not gone through our Complaints process.

156. The Australian Financial Complaints Authority's decisions are binding on us in the way set out in its Rules.

157. If the Australian Financial Complaints Authority tells you that under its Rules it cannot assist you or consider your dispute, then you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

Complaint management by third parties

158. We may authorise another person to act on our behalf to receive and handle Complaints about our products and services.

159. Where we authorise another person to receive and handle Complaints under paragraph 158, then:

a. that person must notify us of Complaints made to them;

b. they must handle Complaints in accordance with the requirements as set out in this part of the Code;

c. any breach of this part of the Code by them is a breach of the Code by us;

d. we will have processes in place to monitor their handling of Complaints and take reasonable steps to ensure that they are meeting the requirements as specified in this part of the Code.

Part 12: Your access to information

160. We comply with the Principles of the *Privacy Act 1988* and/or any relevant State or Territory requirements when we collect, store, use, disclose and destroy personal information about you.

161. At your request, and subject to paragraph 163, we must give you — free of charge, access to any information that we relied on in assessing your application for insurance cover, or in handling your claim, or in responding to your Complaint. We must give you this information within 30 Calendar Days unless paragraph 82 or 151 applies.

162. The information you may access includes:

a. documents and information we relied on to deny your claim;

b. copies of your product disclosure statement and insurance;

c. copies of any reports from Service Suppliers or External Experts that we relied on; and

d. copies of any recordings and/or transcripts of any interaction we had with you that we relied on.

163. If we refuse to give you access to information, we will not do so unreasonably, and we will tell you our reasons for doing so and about our Complaints process. We may refuse to give you access to information in the following circumstances:

a. where a law — for example, the *Privacy Act 1988* — says we do not have to;

b. in the case of a claim where the claim is being or has been investigated, and giving access would have an unreasonable impact on the privacy of other individuals or government agencies; or

c. if doing so may be prejudicial to us in relation to a Complaint or a dispute about your insurance cover or your claim — however, even in this circumstance we must give you access to any External Experts' reports we relied on.

Part 13: Enforcement, sanctions and compliance

Reporting breaches

164. Anyone can report alleged breaches of the Code to the Code Governance Committee at any time.

The Code Governance Committee

165. The Code is monitored and enforced by the Code Governance Committee which is an independent body. The Code Governance Committee is made up of:

a. a consumer representative;

b. an industry representative; and

c. an independent chair.

166. The Code Governance Committee's constitution, functions and powers are set out in its Charter.

167. The Code Governance Committee may outsource to an appropriate service provider any of the following responsibilities:

a. monitoring and enforcing compliance with the Code;

b. annual reporting;

c. the responsibilities under paragraphs 168 and 169.

The responsibilities of the Code Governance Committee

168. The Code Governance Committee is responsible for:

a. providing stewardship of the Code by helping the general insurance industry understand and comply with the Code;

b. identifying areas for improvement of insurance practices;

c. liaising with the Insurance Council of Australia on relevant matters;

d. providing quarterly reports to the Board of the Insurance Council of Australia;

e. publishing an annual public report containing aggregate industry data and consolidated analysis on Code compliance.

169. The Code Governance Committee is also responsible for monitoring and enforcing compliance with the Code through:

a. investigations, analysis of data, analysis of evidence and stakeholder engagement;

b. receiving, investigating and making decisions about alleged breaches and giving us the opportunity to respond to any allegations that we have breached the Code;

c. considering whether it is more appropriate for the Australian Securities and Investments Commission or another enforcement agency to investigate an alleged breach of the Code;

d. agreeing with us on any corrective measures to implement within an agreed timeframe;

e. imposing sanctions; and

f. publishing breach decisions on a de-identified basis.

Imposing sanctions

170. The Code Governance Committee may impose sanctions on us for a breach of the Code. When determining any sanctions to be imposed, the Code Governance Committee will consider:

a. the appropriateness of the sanction;

b. if we have not acted on — or have taken too long to act on — a request from the Code Governance Committee to remedy a breach;

c. if we have breached an undertaking we gave to the Code Governance Committee;

d. if we have not taken adequate steps to prevent a Significant Breach from reoccurring;

e. if we have not acted with the utmost good faith.

171. Before the Code Governance Committee imposes a sanction on us, it must give us the opportunity to provide a response. We will respond within 10 Business Days.

172. The Code Governance Committee must give us written reasons for its final decision.

Types of sanctions

173. As a sanction for our breach of the Code, the Code Governance Committee may require us to do any one, or more, of the following:

a. take particular rectification steps within a set timeframe;

b. audit our compliance with the Code at our own cost;

c. advertise to correct something that the Code Governance Committee decides needs correcting.

174. The Code Governance Committee may impose additional sanctions for Significant Breaches of the Code, including requiring us to do any one or more of the following:

a. compensate an individual for any direct financial loss, or damage, we caused them arising from a Significant Breach;

b. publish the fact that we have committed a Significant Breach of the Code;

c. pay a community benefit payment for a Significant Breach up to a maximum of $100,000. The size of the community benefit payment must be in proportion to our gross written premium and number of customers.

175. When requiring us to pay compensation or a community benefit payment, the Code Governance Committee must take into account any compensation awarded by the Australian Financial Complaints Authority or an enforcement agency. The Code Governance Committee must also take into account any impending or ongoing investigation by the Australian Securities and Investments Commission.

176. The Code Governance Committee will report Significant Breaches or serious misconduct to the Australian Securities and Investments Commission.

177. The Australian Financial Complaints Authority may report possible Code breaches to the Code Governance Committee.

178. The Code Governance Committee's decisions and sanctions are binding on us.

Our compliance with the Code

179. We will have a governance process in place to report to our Board or our executive management, on our compliance with the Code.

180. We will have appropriate systems and processes in place to enable the Code Governance Committee to monitor our compliance with the Code. We will prepare an annual compliance report to the Code Governance Committee on our compliance with the Code.

181. If we identify a Significant Breach of the Code, then we will report it to the Code Governance Committee within 10 Business Days.

182. We will cooperate with the Code Governance Committee in its review of our compliance with the Code and its investigations of any breaches of the Code.

Part 14: Promoting, reviewing and improving the Code

Promoting the Code

183. The Insurance Council of Australia is responsible for promoting the Code to customers and to industry participants that have not yet adopted the Code.

184. The Insurance Council of Australia will work with the Code Governance Committee, the Australian Securities and Investments Commission, relevant regulators and other stakeholders to encourage all general insurers and other industry participants conducting business in Australia to adopt the Code.

185. We will work with the Insurance Council of Australia to promote and champion the Code.

186. We will:

- **a.** provide information about the Code and the Code Governance Committee on our websites, in our product information and in other places we consider it appropriate to do so;
- **b.** work with the Insurance Council of Australia to provide general information to help you access insurance products;
- **c.** work with the Insurance Council of Australia to initiate programs to promote insurance, financial literacy and the insurance industry; and
- **d.** support the Insurance Council of Australia's initiatives aimed at education on general insurance.

Reviewing and improving the Code

187. The Insurance Council of Australia will consult with the Code Governance Committee, the Australian Financial Complaints Authority, consumer and industry representatives, relevant regulators and other stakeholders to develop the Code on an ongoing basis.

188. At least every 3 years the Insurance Council of Australia will commission a formal, independent review of the Code.

189. If the Code Governance Committee believes the Code is not meeting the objectives outlined in part 1 of the Code, then the Code Governance Committee may recommend to the Board of the Insurance Council of Australia that the Code should be reviewed.

190. The Code Governance Committee may, in its quarterly reports to the Board of the Insurance Council of Australia, make recommendations about any one or more of the following:

- **a.** Code improvements, Code related issues and matters of importance as a response to its monitoring and enforcement;
- **b.** promoting the Code;
- **c.** education and training relevant to the operation of the Code;
- **d.** the Insurance Council of Australia's industry Catastrophe coordination arrangements; and
- **e.** the Complaints process.

191. We must comply with any additional obligations and binding standards that the Insurance Council of Australia introduces to the Code.

192. The Insurance Council of Australia may issue non-binding best practice guides to help us meet our obligations under the Code.

Part 15: Claims investigation standards

Paragraph 73 of the Code states: If we appoint an Investigator or Employee to investigate your claim, then within 5 Business Days we will tell you that we have appointed them and what their role is. When we appoint an Investigator or Employee to investigate your claim then the investigation process will comply with these claims investigation standards.

General investigation obligations

193. If we appoint an Investigator, or Employee, to investigate your claim, then we will make sure that they investigate:

- **a.** only those matters they need to investigate; and
- **b.** in an appropriate and respectful manner.

194. We have a quality assurance program to regularly monitor and review our investigations. That program might include reviews of:

- **a.** recordings, statements, affidavits or transcripts of interviews;
- **b.** Investigators' records of investigation activities; and
- **c.** Complaints about investigations, including disputes referred to the Australian Financial Complaints Authority.

195. Our quality assurance program will include reviews of our non-genuine claims indicators to make sure they remain relevant, appropriate and do not discriminate — we review these at least once a year.

196. If an investigation has gone on for 4 months, then we will have your claim independently reviewed by an Employee with appropriate authority, knowledge or experience. We will inform you if this happens.

197. During the review, the Employee will determine if there is sufficient cause for the investigation into your claim to continue. If it is determined that the investigation should stop, then your claim will be referred for a decision as set out in part 8.

198. The review process will not exceed 30 Calendar Days. If we do not complete the review and notify you of the outcome within that time, we will tell you in writing about our Complaints process.

199. After the review, we will tell you in writing, why we have not been able to make a decision on your claim and any information we still need that we do not have.

200. To ensure our investigations are appropriately focused:

- **a.** we will ensure that any requests to you for more information, or documents, are reasonable and relevant to the claim under investigation. We will:
  - **i.** use our best endeavours to do that in one request;
  - **ii.** tell you why we need the information that we are requesting.
- **b.** when we give our Investigators and Employees authority and instructions in relation to your claim, we will:
  - **i.** clearly limit the purpose of the investigation to the claim in question;
  - **ii.** carefully define their scope about the type of information we are requesting and the period covering the request.

201. Before we first start the investigation of your claim, we will discuss with you why your claim is being investigated. We will

train our Employees about how to have these conversations and the information they need to discuss with you.

202. Before we first start the investigation of your claim, we will tell you, verbally and in writing:

- **a.** about our claims investigations process;
- **b.** who is your primary contact for the investigation and their details;
- **c.** the role and responsibility of the Investigator or any Employee that has been appointed to investigate your claim;
- **d.** when to expect to hear from the Investigator or Employee — and what to do if you do not hear from them within that timeframe;
- **e.** that within 10 Business Days after we have received all relevant information and completed all of our enquiries, we will tell you if we are going to pay your claim, unless an exception in the Code applies;
- **f.** your rights and responsibilities under the policy during the investigation;
- **g.** about our Complaints process.

203. If we need your authority to access information from someone else, then we will explain to you why we think you should give us that authority.

204. At least every 20 Business Days, we will update you about the investigation's process.

Before any formal interview

205. If we need to formally interview you as part of the investigation, then before the interview starts, we will tell you in writing:

- **a.** the purpose of the interview;
- **b.** your rights and responsibilities during the interview;
- **c.** your right to have an interpreter — free of charge — to translate any information given to you and any answers you provide;
- **d.** who will conduct the interview — and their contact details;
- **e.** if an Investigator is appointed, that they are acting on our behalf;
- **f.** how long the Investigator expects the interview to take;
- **g.** our contact details, so you can contact us with any questions about the interview, the Investigator or the Employee appointed to investigate your claim;
- **h.** your right to have a legal representative or a support person, who may be a family member, friend or other person, to support you through the interview but may not answer questions on your behalf; and
- **i.** how the interview is to be recorded.

206. If you have asked us to communicate through a representative, then we will tell the Investigator, or Employee appointed to investigate your claim, to contact the representative first. If they cannot make contact with the representative within a reasonable time, then they will contact you.

207. If an independent interpreter is needed either for you, or for us, we will arrange for this at our cost.

208. If you tell us, or we identify, that you need additional support or have other particular needs, then we will arrange for the Investigator or Employee to be someone who we are satisfied has appropriate training or experience to conduct the interview in light of those needs.

209. If you request for the Investigator, or Employee appointed to investigate your claim, to be the same gender as you we will tell you if we can arrange for this. We may not be able to do this if it is not reasonably practical for us to do so.

210. When we are arranging the interview, we will tell you:

- **a.** several possible convenient locations, including your home, where the interview can occur, and that you can suggest another location, provided it is a reasonable place for both you and the Investigator or Employee;
- **b.** that you can schedule the interview for a time and date that suits you.

211. If we intend to interview (or our Investigators or Employees inform us that

they wish to interview) someone who is under 18, then we will:

a. assess whether the interview is necessary and whether the interviewee is capable of distinguishing truth from fiction. We will use trained professionals to assess this and they will record how they made that assessment;

b. require any Investigator or Employee to clearly set out the scope of the interview;

c. require any Investigator or Employee conducting the interview to obtain our written approval to the interview and the scope of the interview before interviewing the person who is under 18;

d. require any Investigator or Employee conducting the interview to obtain our written approval before expanding the scope of the interview beyond what we consented to — that approval may be given only by one of our Employees with appropriate experience and training;

e. use an Investigator or Employee who we are satisfied has appropriate training or experience to conduct the interview;

f. make sure that any interview takes place only in the presence of the interviewee's parent, guardian or responsible adult; and

g. make sure that the Investigator pauses the interview:

   i. if they are aware that the interviewee is distressed by the interview process; or

   ii. at the request of the interviewee, parent, guardian or responsible adult.

During the formal interview

212. When the interview happens, the Investigator, or Employee appointed to investigate your claim, will ask you a series of questions about the information contained in the interview consent form. Those questions are designed to make sure we have your consent to the interview (or not).

213. We require our Investigators or Employees appointed to investigate your claim, to conduct all interviews in an objective, honest, efficient, transparent and fair manner at all times.

214. A single interview sitting may only last for up to 90 minutes.

215. If another interview time is needed, it will not be organised without at least a 24 hour break, unless otherwise agreed.

216. If the total interview time required is over 4 hours, the Investigator or the Employee appointed to investigate your claim must obtain written consent from us. In that written consent, we will provide the reasons why this time extension is needed.

217. If during the interview it becomes apparent that an interpreter is needed either for you, or for us, (even though one had not previously been requested or arranged), then the Investigator or Employee will:

a. pause the interview; and

b. restart it at a later time, or date, once an independent interpreter has been arranged.

218. If during the interview you need additional support (for example a lawyer, consumer representative or a friend), even though one had not previously been requested or arranged, then the Investigator or Employee will:

a. pause the interview;

b. advise you of the support person's role in the interview process in accordance with paragraph 205(h); and

c. restart the interview at a later time, or date, once the support person has been arranged.

219. We will offer you a 5 minute break in the interview every 30 minutes. However, if you tell us — or we identify — that you are experiencing vulnerability, then there will be a 5 minute break every 30 minutes. Any break is a time-out and is not included in the 90 minute period referred to under paragraph 214.

220. Also, you can request additional breaks and stop the interview early and reschedule if needed.

221. The Investigator or Employee must record all offers of breaks, and the interviewee's responses.

After the formal interview

222. We will offer you a transcript of the formal interview (or a digital copy of the recorded interview), and it will be given to you for free. You can also request this at a later time and it will be provided for free.

223. Also, if we need to interview you more than once, then before the second or any later interview, we will give you a copy of the record of your previous interview.

External Investigators only

224. Our contracts with Investigators will set out standards about how they are to conduct themselves, and what they need to do, when investigating people who may be vulnerable.

225. If we appoint an Investigator to help us with your claim, then we will:

- **a.** give them written instructions about each investigation;
- **b.** confirm any changes to our instructions; and
- **c.** require them to get our consent before they exceed their existing instructions.

226. We require our Investigators to:

- **a.** record the requests they make to individuals for written authorisation to access the individual's personal information that is held by other parties; and
- **b.** to provide those records to us at the end of their investigation.

227. Before we authorise an Investigator to investigate or interview a person who may be vulnerable, they will have received training on how to work with vulnerable customers.

228. We keep an up-to-date register of our Investigators' licences, including their expiry dates. We do this to make sure the licences of any Investigators we engage are valid and current.

229. Our Investigators must make or retain contemporaneous records in writing of all investigation activities, including but not limited to details of:

- **a.** conversations held in person;
- **b.** telephone conversations;
- **c.** unanswered telephone calls — including any messages left;
- **d.** all written communications sent — whether: letters, faxes, emails etc.;
- **e.** their travel;
- **f.** interviews and statements obtained; and
- **g.** any electronic checks — including government and social media sites, for example: internet, land titles, Facebook, or business affairs.

230. We and/or the organisations that provide our Investigators, must keep these records for at least 7 years.

231. We require all our Investigators:

- **a.** to collect information only if they reasonably believe it is relevant to their investigation;
- **b.** to comply with any relevant law;
- **c.** to not use illegal means or methods to carry out the investigation;
- **d.** to not induce someone to perform a task, or activity, that they would not have performed without the involvement of the Investigator;
- **e.** to not make any threat, promise or inducement to any person when conducting an investigation on our behalf;
- **f.** to comply with the standards in this document that are relevant to their activities performed on our behalf; and
- **g.** to obtain authority by the insurer before alleging fraud.

Surveillance

232. Before we authorise any surveillance of you, we:

- **a.** make sure that alternative methods of

verifying the relevant information the surveillance would relate to have been considered;

b. must reasonably believe that your claim appears to be inconsistent with the information available to us — and we must record our reasons for this belief; and

c. arrange for a suitably experienced Employee to review and approve the request for surveillance.

233. We will not conduct surveillance of you:

a. inside any court, or other judicial facility;

b. in any medical, or related facility;

c. in any bathroom, change room, or lactation room;

d. inside your house;

e. at a business premises — unless it is open to the public;

f. where prohibited by relevant law.

234. We will stop surveillance of you if we become aware that you have a pre-existing mental health condition.

235. We will require our Investigators to not communicate with your neighbours, or your work colleagues, in a way that might — directly, or indirectly — reveal that surveillance will be, is being, or has been, conducted.

Guide: Interview consent form

Interviewer name and contact details:

Interviewee's name and contact details:
[If under 18 parent, guardian or responsible adult]

Insurer's details:

Subject matter of interview:

Need an interpreter, lawyer or support person?

You can have an interpreter, legal representative or other support person present during your interview.

If you would like to arrange this, then please:

- let the Investigator know as soon as possible; and
- confirm your request below in writing.

Your privacy statement, acknowledgement and consent

If authority to access information from third parties is required, the following may be provided:

- scope of authority
- type of information to be requested
- period of information requested
- impact on the claim if the information is not provided
- date of issue and expiry of authority

Your interview preferences statement

I agree to be interviewed by the Investigator named above — who is a representative of _____ in relation to the above matter.

After discussing my options with the Investigator, I agree to: *(Please select)*

- ☐ the interview being digitally audio recorded
- ☐ the interview being digitally video recorded
- ☐ other (please write in)

I would like to be provided with:

- ☐ a typed statement of the interview
- ☐ a handwritten statement of the interview

Signature:

Date

Part 16: Definitions

Business Days are Monday to Friday, excluding public holidays.

Calendar Day means any day, including weekends and public holidays.

Catastrophe means an event declared by the Insurance Council of Australia to be a Catastrophe - for example fire, flood, earthquake, cyclone, severe storm, or hail, resulting in a large number of insurance claims and involving multiple insurers.

Code means the General Insurance Code of Practice 2020.

Collection Agent means a person, company or entity who is not our **Employee** that we contract to recover money owing to us.

Complaint means an expression of dissatisfaction made to us, related to our products or services, or our Complaints handling process itself where a response or resolution is explicitly or implicitly expected.

Consumer Credit Insurance means insurance as defined in regulation 7.1.15 under the *Corporations Regulations 2001*, but it excludes:

a. Consumer Credit Insurance sold through motor dealer intermediaries; and

b. Consumer Credit Insurance sold alongside a refinanced loan where Consumer Credit Insurance has been purchased with the original loan.

Distributor means a person, company or entity that is not an **Employee**;

a. when acting on our behalf and authorised to provide financial services under our Australian Financial Services Licence, in accordance with the *Corporations Act 2001*; or

b. when acting on our behalf in relation to a general insurance product issued by us (excluding an interim contract) that is covered by this **Code** when they are authorised to:

   i. enter into that product under binder; or

   ii. make a decision to pay or settle a claim made under that product as if they were us.

Domestic Builders Insurance and **Domestic Builders Warranty/Indemnity Insurance** means insurance as defined by the relevant State or Territory legislation.

Employee means a person employed either:

a. by us; or

b. by a related entity that provides services to which this Code applies.

External Expert means:

a. a company, entity, or a person who is not our **Employee** or a **Service Supplier**; and

b. that we contract solely to provide an expert opinion about the likely cause of your loss or damage.

Extraordinary Catastrophe means a **Catastrophe** that is so significant in size or magnitude or one that coincides with multiple other **Catastrophes** that the Board of the Insurance Council of Australia declares it to be extraordinary.

Financial Hardship means you have difficulty meeting your financial obligations to us.

in writing means a communication conveyed by any one or more of mail, email, facsimile, text message, or a document sent or given to the relevant person.

Instalment Policy means a **Retail Insurance** policy for which the premium is payable by 7 or more instalments in a year, as defined in the *Insurance Contracts Act 1984.*

Insured means a person, company or entity holding, or seeking to hold, a general insurance product covered by this **Code**. It excludes a **Third Party Beneficiary**.

Investigator means:

a. a company, entity, or a person who is not our **Employee**; and

b. that we contract to verify the circumstances relating to your claim.

Loss Assessor or **Loss Adjuster** means:

a. a company, entity, or a person who is not our **Employee**; and

b. that we contract to:

   i. examine the circumstances of your claim;

   ii. assess the damage or loss;

   iii. determine whether your claim is covered under your policy;

   iv. assist in obtaining a repair quote, or a replacement quote; and

   v. help settle the claim.

Marine Insurance means insurance to which the *Marine Insurance Act 1909* applies. The **Code** applies to pleasure craft covered by the *Insurance Contracts Act 1984.*

Medical Indemnity Insurance means medical indemnity cover for health care professionals under a contract of insurance covered by the *Medical Indemnity (Prudential Supervision and Product Standards) Act 2003.*

Motor Vehicle Injury Insurance means insurance that covers personal injury or death arising out of the use of a motor vehicle, including cover for the injury or death of a driver of a motor vehicle which is caused by the fault of that person when driving.

No Claims Bonus, **No Claims Discount** or **No Claims Entitlement** means a discount on your premium that we offer you in which the discount increases (up to a maximum level) for each consecutive insurance period during which you do not make:

a. a claim about something involving your fault; or

b. a claim that we do not pay.

Pressure Selling means unethical, misleading, or extended sales techniques that place customers under pressure, or that limit their ability to make an informed purchase decision. This includes the use of techniques to coerce a customer into taking out a policy they do not wish to buy.

Retail Insurance means a general insurance product that is provided to, or to be provided to, an individual or for use in connection with a **Small Business**, and is one of the following types:

a. a motor vehicle insurance product (Regulation 7.1.11);

b. a home building insurance product (Regulation 7.1.12);

c. a home contents insurance product (Regulation 7.1.13);

d. a sickness and accident insurance product (Regulation 7.1.14);

e. a Consumer Credit Insurance product (Regulation 7.1.15);

f. a travel insurance product (Regulation 7.1.16);

g. a personal and domestic property insurance product (Regulation 7.1.17) as defined in the *Corporations Act 2001* and the relevant Regulations.

Service Supplier means an **Investigator**, **Loss Assessor** or **Loss Adjuster**, **Collection Agent**, or a person, company or entity who is not our **Employee** but is contracted by us to manage your claim on our behalf. This includes a broker who manages claims for us and any of their sub-contractors who we have approved and who are also acting on our behalf.

Significant Breach means a breach that is determined to be significant by reference to:

a. the number and frequency of similar previous breaches;

b. the impact of the breach, or likely breach, on our ability to provide our services;

c. the extent to which the breach, or likely breach, indicates that our arrangements to ensure compliance with the **Code** are inadequate;

d. the actual, or potential, financial loss caused by the breach; and

e. the duration of the breach.

Small Business means a business that employs:

a. less than 100 people, if the business is or includes the manufacture of goods; or

b. otherwise, less than 20 people.

Third Party Beneficiary means a person, company or entity who is not an **Insured** but who is seeking to be, is specified to be, or is referred to as, a person to whom the benefit of the insurance cover extends. The relevant product must be covered by this **Code**. The person, company or entity may be specified by, or referred to by, name or otherwise.

we, **us** or **our** means the organisation that has adopted this **Code**.

Wholesale Insurance means a general insurance product covered by the **Code** which is not **Retail Insurance**.

Workers Compensation Insurance means insurance that covers an employer's liability to pay compensation for an employment-related personal injury.

you or **your** means an **Insured** or **Third Party Beneficiary,** or as otherwise stated in relation to particular paragraphs of this **Code**.

Insurance Council of Australia

The Insurance Council of Australia is the representative body of the general insurance industry in Australia. Its members represent about 95 per cent of total premium income written by private sector general insurers.

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INSURANCE COUNCIL OF AUSTRALIA