Thank you for providing the opportunity to review and provide feedback on the proposed COP. No AI has been used in this submission.

The views and suggestions below are not that of my workplace, they are my own as a Chartered Loss Adjuster working in the Insurance Claims industry for the past 23 years.

I would like consideration into tightening the definition of **Third-party Beneficiary.**

What's the issue?

The issue arises during public and products liability claims (both Retail and Wholesale Insurance) where a Claimant who is not the Insured relies upon the COP to lodge complaints (almost always to obtain an outcome/settlement in their favour).

Insurers in the most part are also confused as to the rights of Claimants under the COP and run the complaint through their IDR process which clogs up resources and provides false hope to Claimants. Most Insurers use the term 'third party' to mean the Claimant which I imagine is where most of the confusion is.

Under liability claims, the Claimant is fundamentally seeking recovery from the Insured, so unless they get 100% of their recovery action (sometimes expectation is higher than their entitlement under indemnity principals), they are automatically entitled to lodge a complaint as there is an expression of dissatisfaction by nature of the claim type being liability.

In the Draft COP it clearly excludes public and product liability from Wholesale Insurance but does not from Retail Insurance which also has a public liability section.

We don't want to limit the Insured or Third-party Beneficiary from having rights under the COP (especially for Retail Insurance) but I do think it would be appropriate to limit claimants from lodging complaints under the COP because of an expression of dissatisfaction.

Note: my understanding of a Third-party Beneficiary in practice is someone who is entitled to activate/manage the insurance policy for example Mortgagee, unnamed spouse that lives in the property, power of attorney etc. NOT a claimant on a liability claim.

My qualification/experience

I started my insurance career in 2003 working in claims for a major insurer and then as a TPA (Third Party claims Administrator) for my first 6 or so years before entering into Loss Adjusting where for the past 17 years, I have acted as an adviser to Insurers on claims coverage and managed claims outcomes as the face of the claim on behalf of insurers.

Insurance claims and claims handling is important to me and I think Loss Adjusters in general are best placed to comment on the connection between the Insurer and the Insured as that is what we do.

Considerations/suggestions

Rather than adding an exclusion to Retail Insurance like it is in Wholesale Insurance (which would inadvertently take away the Insured's ability to rely on GICOP for a liability claim), I suggest that the definition of Third-party Beneficiary is strengthened.

Third-party Beneficiary *means a person, company or organisation who is not an Insured but who is referred to as a person to whom the benefit of the insurance cover extends. This does not include a third-party claimant pursuing a claim against the Insured. The person, company or entity may be specified by, or referred to by, name or otherwise; and the relevant policy must be covered by this Code, or be a group travel insurance product or a group sickness and accident insurance product.*

By changing the above definition – it can be read that line *130 (a) You can make a Complaint to us…..* is not for claimant's as the definition of You includes the above Third-party Beneficiary definition (which excludes claimants).

I think that this small adjustment will allow Insurers to be more informed about the rights of a claimant under the GICOP whilst not excluding the Insured being able to lodge a complaint as they should. This will fee up the Insurer's IDR departments to deal with their Insureds and Third-party Beneficiaries which is in line with the intention of GICOP.

Thank you for reading,

[redacted]