

REDRAFTED GENERAL INSURANCE CODE OF PRACTICE

ATTACHMENT 2: COMPARISON OF CURRENT CODE AND REDRAFTED CODE PROVISIONS

DRAFT FOR PUBLIC CONSULTATION

Redrafted Code (Consultation Draft)	Current Code
Definitions	Definitions
ASIC means Australian Securities and Investments Commission.	[Term not defined in Current Code]
AFCA means Australian Financial Complaints Authority.	[Term not defined in Current Code]
Australian Financial Services Licence has the same meaning as defined in the Corporations Act.	[Term not defined in Current Code]
Broker means any person acting on your behalf that arranges the policy covered by the Code.	[Term not defined in Current Code]
Business Day means 9am to 5pm Monday to Fridays, excluding public holidays. The relevant State or Territory by which times or public holidays is assessed will be the State or Territory in which the person who is performing the relevant obligation is located. For us, this will be assessed based on where our main business location is in Australia.	Business Days are Monday to Friday, excluding public holidays.
Calendar Day means any day, including weekends and public holidays.	Calendar Day means any day, including weekends and public holidays.
Cash Settlement means finalising your building claim under your home building policy, by paying you money rather than us repairing or rebuilding your home. This may also be referred to as 'Cash Settling'.	[Term not defined in Current Code]
Claims Fulfilment Provider means a person, company or entity contracted by us as part of our preferred supply chain network who solely provides goods or services (such as repair, replacement or assessment of loss or damage) to you in relation to a Retail Insurance claim. For example, they may be a restorer, a builder or repairer. This does not include a provider contracted by us that is not part of our preferred supply chain network, an Insurance Claims Manager, External Expert, or a solicitor.	[Term not defined in Current Code]

Redrafted Code (Consultation Draft)	Current Code
Code means the General Insurance Code of Practice [Insert]. The Industry Principles do not form part of the Code.	Code means the General Insurance Code of Practice 2020.
Code Governance Committee means the General Insurance Code Governance Committee.	[Term not defined in Current Code]
Collection Agent means a person, company or entity who is not our Employee that we contract to recover money owing to us. This does not include a solicitor.	Collection Agent means a person, company or entity who is not our Employee that we contract to recover money owing to us.
Corporations Act means the <i>Corporations Act 2001</i> (Cth) as amended, updated or replaced from time to time.	[Term not defined in Current Code]
Complaint means an expression of dissatisfaction made to or about us, related to our products, services, Employees, or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required, as per ASIC Regulatory Guide RG 271.	Complaint means an expression of dissatisfaction made to us, related to our products or services, our staff, or the handling of a Complaint where a response or resolution is explicitly or implicitly expected or legally required. A Complaint also includes such expressions of dissatisfaction made about us on a social media channel or account owned or controlled by us, where the person making the Complaint is both identifiable and contactable.
CPI means Consumer Price Index, with specific reference to the 'All Groups CPI - Weighted average of the eight capital cities' published by the Australian Bureau of Statistics.	[Term not defined in Current Code]
Decision means our determination as to what, if any, part of your claim is covered by your policy. It is not a decision about how the loss will be fixed and/or how much money you will receive under the claim.	[Term not defined in Current Code]
Distributor means a person, company or entity appointed and authorised by us under the Corporations Act to act on our behalf to arrange, issue, vary or dispose of our insurance products under our Australian Financial Services Licence or under a binder agreement with us, excluding an interim contract. In this definition, the term binder means an authority given by us to a person to enter into, as agent for us, contracts of insurance on our behalf as if it were us. Distributors are not Employees or Brokers.	Distributor means a person, company or entity when acting on our behalf, that is not an Employee, and; a. is authorised to provide financial services, other than a claims handling and settling service, under our Australian Financial Services Licence, in accordance with the Corporations Act 2001; or b. has authority to issue, vary or dispose of, a general insurance product covered by this Code under a binder with us (excluding an interim contract).
Domestic Builders Insurance and Domestic Builders Warranty/Indemnity Insurance means insurance as defined by the relevant State or Territory legislation.	Domestic Builders Insurance and Domestic Builders Warranty/Indemnity Insurance means insurance as defined by the relevant State or Territory legislation.

Redrafted Code (Consultation Draft)	Current Code
Employee means a person employed either: (a) by us or; (b) by a related entity that provides services to which this Code applies.	Employee means a person employed either: a. by us; or b. by a related entity that provides services to which this Code applies.
External Experts means: (a) a person, company or entity who is not our Employee, Service Supplier or Claims Fulfilment Provider; and (b) that we contract solely to provide an independent, detailed and expert report to us about the likely cause of your loss or damage.	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.
Extra Care means the additional support or flexibility we provide, if you are an individual, to assist you while you are experience Vulnerability.	[Term not defined in Current Code]
Extraordinary Event means an event that is so significant in size or magnitude in its impact to customers, supply chains, or insurers' operations, or one that coincides with multiple other events that the Board of the Insurance Council of Australia declares it to be extraordinary.	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.
Family and Domestic Violence means any behaviour by a person towards a family member of that person if that behaviour: (a) is physically or sexually abusive; or (b) is threatening; or (c) is coercive; or (d) consists of emotional or psychological abuse whether wholly or in part; or (e) consists of economic abuse whether wholly or in part; or (f) in any other way controls or dominates a family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person.	[Term not defined in Current Code]
Financial Hardship means difficulty meeting your financial obligations to us.	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, online communication, electronic communication including via online portal message, an-in app or digital notification, or a document sent or given to the relevant person.	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.

Redrafted Code (Consultation Draft)	Current Code
Instalment Policy means a Retail Insurance policy for which the premium is payable by 7 or more instalments in a year.	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.
Insurance Claims Manager means a person, company or entity who is not our Employee that we contract to manage and make a Decision on your claim on our behalf (including a Broker who manages claims for us) and any of their subcontractors who we have approved to make a Decision on our behalf. This does not include a solicitor.	[Term not defined in Current Code]
Insurance Council of Australia means the incorporated entity named Insurance Council of Australia Limited (or any approved change of name) which is the representative body of Australia's general insurance industry.	[Term not defined in Current Code]
Insured means a person, company or organisation applying for a general insurance policy or to whom a policy is issued where the policy is covered by this Code. It excludes a Third-party Beneficiary.	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 .
Investigation means a formal process used to examine your claim in more detail. We may conduct an investigation when our usual claims assessment process is not sufficient to confirm the circumstances of your claim. An Investigation does not always include an assessment conducted by a Loss Assessor, External Expert, or Claims Fulfilment Provider and may be independent to those claims' steps. An Investigation only starts after our initial verification checks are complete and we have reasonably decided an Investigation is required.	[Term not defined in Current Code]
Investigator means a person, company, or entity we appoint to conduct an Investigation. This may be an Employee.	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.
Lenders Mortgage Insurance means insurance a lender takes out to protect itself if a secured property is sold by the lender for less than the loan balance.	[Term not defined in Current Code]

Redrafted Code (Consultation Draft)	Current Code
Loss Assessor, which may also be called a Loss Adjuster, means: (a) a person, company or entity 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.	Loss Assessor or Loss Adjuster means: a. a person, company or entity 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 <i>Marine Insurance Act 1909</i> (Cth) applies. The Code applies to pleasure craft covered by the <i>Insurance Contracts Act 1984</i> (Cth).	Marine Insurance means insurance to which the <i>Marine Insurance Act 1909</i> (Cth) applies. The Code applies to pleasure craft covered by the <i>Insurance Contracts Act 1984</i> (Cth).
Medical Indemnity Insurance means a medical indemnity insurance product as defined under the <i>Corporations Regulations 2001</i> (Cth).	Medical Indemnity Insurance means a medical indemnity insurance product as defined under the <i>Corporations Regulations 2001</i> (Cth).
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 that is caused by the fault of that person when driving. This is referred to as CTP Insurance in some states and territories.	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.
Multi-Policy Discount means a discount applied for having more than one eligible policy with an insurer. This is also sometimes referred to as a 'Multiple Policy Discount'.	[Term not defined in Current Code]
No Claims Bonus means a discount applied to your insurance premium where the discount increases (up to a maximum level) for each consecutive policy period during which you do not make: (a) a claim about something involving your fault; or (b) a claim that we do not pay. This may also be referred to in different ways by us, such as a 'No Claims Discount' or 'No Claims Entitlement'.	No Claims Bonus, No Claims Discount or No Claims Entitlement means a discount on 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.
Nominee means a person, company or organisation (including a Broker) who has been authorised by the Insured or Third-party Beneficiary to act on their behalf in relation to a policy or a claim. This authority may be granted through any standard nominee authorisation form, provided it includes all the necessary information such as the identity of the Nominee and the scope of their authority.	[Term not defined in Current Code]

Redrafted Code (Consultation Draft)	Current Code
Renewal Notice means notice given to you that states the date and time that your policy will expire and whether we are prepared to negotiate, renew or extend your policy.	[Term not defined in Current Code]
Retail Insurance means a general insurance product that is provided to, or will 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; (b) a home building insurance product, including a Strata Insurance Policy where greater than or equal to 50% of the floor space is wholly or principally used for residential purposes; (c) a home contents insurance product; (d) a sickness and accident insurance product; (e) a consumer credit insurance product; (f) a travel insurance product; and (g) a personal and domestic property insurance product, including pet insurance; as defined in the Corporations Act and the relevant Regulations.	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 and the relevant Regulations.
Service Supplier means an Investigator, Loss Assessor, Collection Agent or Insurance Claims Manager who is not our Employee but is contracted by us in relation to a Retail Insurance claim.	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 (including 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 having regard to all of the following factors, considered holistically and in combination: (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. A breach will only be considered significant where, after considering all of these factors together, it is determined that the breach is significant in the context of our overall compliance with the Code.	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.

Redrafted Code (Consultation Draft)	Current Code
Small Business means a business that employs: (a) fewer than 100 people, if the business is or includes the manufacture of goods; or (b) otherwise, fewer than 20 people.	Small Business means a business that employs: a. fewer than 100 people, if the business is or includes the manufacture of goods; or b. otherwise, fewer than 20 people.
Strata Insurance Policy means insurance taken out by an owners' corporation (or body corporate) to cover the building, common property and common area of a strata or community title development. For example, insurance for a strata scheme comprising apartment buildings, duplexes or townhouses.	[Term not defined in Current Code]
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. 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.	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.
Trauma-informed Care means the practice of providing care while recognising the presence of trauma symptoms and acknowledging the role trauma may play in a person's life and responding appropriately. It is based on knowledge and understanding of trauma, how it affects people's lives, their service needs as well as how clients may present to services. It aims to mitigate the impacts of trauma and avoid exacerbating it. <i>Note: this definition is adopted from the ICA's Vulnerability Guidance and may change from time-to-time.</i>	[Term not defined in Current Code]
Urgent Financial Need means situations where, due to an event (for example, a natural disaster) that gives rise to a claim under a policy, you require an urgent payment of the benefit(s) you are entitled to under your policy to meet essential needs.	[Term not defined in Current Code]
we, us or our means the insurer or organisation that has adopted this Code.	we, us or our means the organisation that has adopted this Code.

Redrafted Code (Consultation Draft)	Current Code
Vulnerability means circumstances that can limit your ability to access or use our products or services, including your capacity to make financial decisions or submit a claim. These circumstances may increase the risk you could experience poor outcomes, unless Extra Care is taken. You may be more likely to experience Vulnerability if the following factors are present: (a) Health – health conditions or illnesses that affect your ability to carry out day-to-day tasks, such as chronic illness, mental health conditions, neurodivergence, cognitive decline. (b) Life events – bereavement, relationship breakdown, a natural disaster or other catastrophic event, family and domestic violence, including financial abuse and elder abuse, job loss, displacement or trauma. (c) Resilience – reduced ability to manage financial or emotional shocks, caregiving stress, poverty. (d) Capability – limited literacy, digital access, financial knowledge, or cultural familiarity.	[Term not defined in Current Code]
Wholesale Insurance means a general insurance product, not being Retail Insurance, for use in connection with a Small Business that is one of the following types of cover: (a) computer and electronic breakdown; (b) fire or accidental damage including cover under a Strata Insurance Policy where less than 50% of the floor space is wholly or principally used for residential purposes; (c) general property, including cover under a Strata Insurance Policy where less than 50% of the floor space is wholly or principally used for residential purposes; (d) glass; (e) land transit; (f) machinery breakdown; (g) money; and (h) theft; but excluding cover in relation to any of the following: (i) business interruption; (j) contractors all risks; (k) fidelity guarantee; (l) legal liability (including public liability and products liability); (m) professional indemnity (including management liability insurance, directors' and officers' insurance, and tax audit insurance); (n) cyber insurance; and (o) industrial special risks.	Wholesale Insurance means a general insurance product covered by the Code which is not Retail Insurance.

Redrafted Code (Consultation Draft)	Current Code
Workers Compensation Insurance means insurance that covers an employer's liability to pay compensation for an employment-related personal injury.	Workers Compensation Insurance means insurance that covers an employer's liability to pay compensation for an employment-related personal injury.
you, your or yourself means an Insured or a Third-party Beneficiary, or as otherwise stated in relation to particular paragraphs of this Code.	you or your means an Insured or Third Party Beneficiary , or as otherwise stated in relation to particular paragraphs of this Code .

Redrafted Code (Consultation Draft)	Current Code
Industry Principles	Our principles
The following Industry Principles support the Code and influence the way the General Insurance Industry behaves, treats people, and approaches decision-making. (a) Our customers, and our relationships with our customers, are the foundations of our business. (b) Our services will be provided efficiently, honestly and fairly. (c) Our approach in designing, reviewing, improving and marketing insurance products and services will be customer-centred, transparent and fair. (d) We will support customers in their time of need by: (i) managing claims in line with our obligations under the Code and the law; (ii) having resources to respond to natural disasters; (iii) taking reasonable steps to scale our response in line with the size and impact of the event; and (iv) providing accessible support to customers who need it. (e) We will use technology responsibly. (f) We are committed to providing Extra Care support to customers experiencing Vulnerability. (g) We will consider the evolving needs of customers and the value our products provide to them. (h) We are committed to providing fair and effective mechanisms for resolving concerns you have about us, our products or our services. (i) We will listen, proactively resolve any concerns and make changes to improve our products and services based on what we hear, including when we design and review our products. How the Industry Principles work with the Code The Industry Principles are a guide only and do not form part of the Code or our policy with you.	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.

Redrafted Code (Consultation Draft)	Current Code
Section 1 – Code overview	Part 2: How the Code works
How the Code works	
Who adopts the Code	
1. The Code applies to all insurers and organisations who had adopted it (Subscriber). An organisation may adopt the Code if it is a general insurer, a member of the Insurance Council of Australia or approved by the Insurance Council of Australia. A list of Code Subscribers is available at insurancecouncil.com.au .	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.insurancecouncil.com.au .
Code commencement	
2. The Code will be effective from [insert date] for insurance products outlined in paragraphs 4 to 6. The Code applies to any action made on any policy, claim or Complaint on or after that date.	7. The Code takes effect on 5 October 2021.
3. If this Code applies, then any earlier version of the Code does not apply.	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	
4. The Code applies to Retail Insurance, and the following sections also apply to Wholesale Insurance: (a) Section 5 – Investigations; (b) Section 6 – Complaints; (c) Section 8 – Financial Hardship; (d) Section 9 – Standards for our representatives, but only with respect to Employees and Distributors; and (e) Section 10 – Enforcement, sanctions, compliance and reviewing the Code.	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).

Redrafted Code (Consultation Draft)	Current Code
Products the Code does not apply to 5. The Code does not apply to the following policies: (a) Workers Compensation Insurance; (b) Motor Vehicle Injury Insurance (often referred to as CTP Insurance); (c) Medical Indemnity Insurance; (d) Marine Insurance; (e) reinsurance; (f) life insurance issued by a life insurer; (g) health insurance issued by a private health insurer; and (h) Domestic Builders Insurance or Domestic Warranty/Indemnity Insurance.	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.
6. The Code does not apply where there are multiple insurers on the same policy and one or more of those insurers are not Subscribers to the Code.	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.
How the Code applies to you 7. The Code applies to you if you are an Insured or a Third-party Beneficiary, where applicable. Sections of the Code also apply to people who are not an Insured or a Third-party Beneficiary. Where this occurs, we will either: (a) clearly state who the definition of "you" extends to; or (b) use a different term, such as "uninsured person", to identify who the paragraph applies to.	[Not in Current Code]
How the Code applies to your Nominee 8. Subject to paragraphs 10 to 12, if you appoint a Nominee to act on your behalf in relation to a policy or a claim and tell us about it, we will: (a) communicate with your Nominee; and (b) act on their instructions; unless you ask us not to.	[Not in Current Code]

Redrafted Code (Consultation Draft)	Current Code
9. You may still contact us if you have appointed a Nominee to act on your behalf. We will inform you, if: (a) your Nominee stops responding to us; (b) we identify that your Nominee is not acting in your best interests; or (c) we urgently need to contact you and cannot reach your Nominee. In those cases, we will communicate with you directly. Nominee authorisation form 10. We may ask you to provide or complete a nominee authorisation form before communicating with your Nominee or acting on their instructions.	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. 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.
11. If the nominee authorisation form you provide has all of the information we need, such as the identity of your Nominee and what they are authorised to do on your behalf, we will not require you to complete our nominee authorisation form. If any information is missing, we may ask for that additional information. 12. We will allow you to withdraw the Nominee you have appointed by advising us on the phone or In Writing.	[Not in Current Code]
Confirming your identity 13. Our approach to supporting you with verification and identification will be flexible. 14. We will have processes in place to: (a) identify that the person we are dealing with is authorised on your policy and/or claim; (b) reduce barriers that you may face in obtaining standard forms of identification and accessing financial services by supporting non-standard identification methods, including customers from: (i) First Nations communities, (ii) non-English speaking backgrounds, or (iii) migrant communities. (c) maintain up to date customer information.	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.
Communicating with you 15. We will communicate with you in plain language using various communication channels, which may include the following: (a) in person, by telephone or video conference; (b) in Writing; or (c) by any other method agreed with you.	42. We will take reasonable steps to make sure that our communications are in plain language.

Redrafted Code (Consultation Draft)	Current Code
Complying with the Code	
Interpretation of the Code	
16. Words and phrases that have a special meaning in the Code are listed in the Definitions section. Some definitions are also in green boxes throughout the Code as a quick reference. Definitions can also be referred to as defined terms.	3. Words and phrases that have a special meaning in the Code are listed with their meaning in part 16.
17. In this Code, defined terms begin with a capital letter, except for: (a) the words you, your and yourself; and (b) the words we, us and our.	[Not in Current Code]
18. Any guidance documents issued in relation to the Code do not change the meaning of any paragraph in the Code.	
The law and the Code	
19. The Code is designed to work with, but not replace, the laws we must comply with. The Code also identifies requirements specific to general insurance. Sometimes these specific requirements are a higher standard than required of us by 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.
20. Where there is an obligation under the law or a regulatory requirement and the Code: (a) we will comply with both, unless doing so would be a breach of a law or regulatory requirement; (b) obligations of the law or regulatory requirements are not incorporated into your policy; and (c) the law or regulatory requirement will prevail to the extent of any conflict or inconsistency.	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.
Paragraphs of the Code that form part of our contract with you	
21. All paragraphs under Section 1 to Section 9 of the Code which apply to your policy (see paragraphs 4 to 6 above) form part of your contract with us. We will include a term in your policy that requires us to comply with those paragraphs of the Code.	[Not in Current Code]
22. If we breach those paragraphs of the Code that form part of your policy, you will have legal rights to enforce those paragraphs as part of it, unless the exceptions at paragraph 23 apply.	[Not in Current Code]

Redrafted Code (Consultation Draft)	Current Code
23. Where a paragraph of the Code forms part of your policy, it applies on the following basis: (a) If there is a conflict or inconsistency between what is in the Code and other provisions of your policy, the term of the policy will prevail to the extent of that conflict or inconsistency. (b) What is in the Code is not a condition or warranty of the policy. (c) If we fail to comply with the Code paragraph, we will not be liable to you: (i) for breaches of timeframes for the period that an Extraordinary Event declaration is in place; (ii) to the extent the failure was affected by some other event or circumstance that: - was beyond our control; - was not reasonably foreseeable or preventable, or - occurred without fault or negligence on our part; (iii) for any loss that does not arise naturally, including any indirect or consequential loss; (iv) to the extent that any loss was caused by your failure to comply with your obligations and responsibilities under your policy, the law, or the Code including your duty to mitigate loss; or (v) for breaches of the relevant timeframe, if we have agreed an alternative timeframe with you.	[Not in Current Code]
Breaches of the Code 24. If we breach a paragraph of the Code that forms part of your policy, you can: (a) make a Complaint through our Complaints process; (b) make a Complaint to the Code Governance Committee; (c) complain to the Australian Financial Complaints Authority; or (d) take a legal action in court for breach of contract. <i>Note: You can choose whichever option suits you best; you do not have to follow these steps in any particular order. However, making a Complaint through our Complaints process or to the Australian Financial Complaints Authority is free.</i>	[Not in Current Code]
25. We will be in breach of the Code if our Employees, Distributors, Service Suppliers and Claims Fulfilment Providers do not comply with the Code when they are acting on our behalf.	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. Although our Distributors and Service Suppliers are not subscribers to this Code, they are accountable to us for complying with the relevant standards in the Code.

Redrafted Code (Consultation Draft)	Current Code
Third-parties covered by the Code 26. Where third-parties, including a Third-Party Beneficiary, are covered by this Code, they are not party to a policy with us, and do not have legal rights to contractually enforce the Code. These third-parties can complain to us or the Code Governance Committee, which can enforce our obligation to them (see Section 10 of the Code).	[Not in Current Code]
Provision of information under the Code 27. When you ask us, we will provide you free access to the information that we relied on: (a) assessing your application for insurance cover; (b) in handling your claim; or (c) in responding to your Complaint. 28. We will provide you with this information within 20 Business Days, unless paragraph 82 applies.	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.
29. The information we may provide to you includes: (a) documents and information we relied on to deny your claim; (b) copies of your product disclosure statement and other policy documents; (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.	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.
30. We will not unreasonably refuse to give you this information. However, we may refuse to provide you with access to information in the following circumstances: (a) where a law says we do not have to, for example the <i>Privacy Act 1988</i> (Cth); (b) where the information is commercial in nature in relation to the operation of our business; (c) where an Investigation is being conducted or has occurred, if giving access to the information would unreasonably impact the privacy of other individuals or otherwise impact government agencies; or (d) if doing so may be prejudicial to us in relation to a Complaint or a dispute about your insurance cover or your claim. Even in this circumstance we must give you access to any External Experts' reports we relied on. In each case, we will provide you In Writing with our reasons and information about our Complaints process.	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. 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.

Redrafted Code (Consultation Draft)	Current Code
The Code Governance Committee	
31. The Code Governance Committee will monitor our compliance Sections 1 to Section 9 of the Code in accordance with their Charter.	16. If we breach our obligations under the Code, the Code Governance Committee may impose sanctions on us as set out in part 13.
32. If we report a breach of a paragraph of the Code to the Code Governance Committee or any other regulator, this will not be an admission of liability to you.	[Not in Current Code]
Additional guidance from the Insurance Council of Australia	
33. The Insurance Council of Australia may issue non-binding industry guides to promote good customer outcomes. These guides do not form part of the Code.	191. We must comply with any additional obligations and binding standards that the Insurance Council of Australia introduces to the Code.
34. Any guidance made under paragraph 33 will be published on the Insurance Council of Australia's website.	192. The Insurance Council of Australia may issue non-binding best practice guides to help us meet our obligations under the Code.
Section 2 – Buying insurance	
Part 6: Buying Insurance	
<i>This section applies to Retail Insurance only. If you have purchased your policy through a Broker, we meet our obligations under the Code by providing the information to the Broker.</i>	<i>This part applies to Retail Insurance products only.</i>
Information about our products	
35. Our approach to the development and distribution of our products for appropriate target markets will be published on our website.	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.
Applying for or renewing insurance policies	
36. When you apply for a new policy, renew your existing policy or change your existing policy, we will only ask for and consider information that is relevant to: (a) setting up and managing your policy; (b) assessing your application and deciding whether we can offer you cover and the terms that will apply, including the premium and the excess payable; (c) meeting our responsibilities under the Code and the law; and/or (d) reviewing your policy in the future, such as at renewal, or if your circumstances change.	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.
37. Where we identify, or you tell us, about a mistake in your application or the information that we have relied on in assessing your application, then we will take action to promptly correct the mistake.	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.

Redrafted Code (Consultation Draft)	Current Code
38. 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, as outlined in paragraphs 27 to 29; (c) refer you to either the Insurance Council of Australia or the National Insurance Brokers Association of Australia for information about approaching another insurer or Broker for assistance; and (d) give you information about our Complaints process.	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. 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.
39. If we are offering you a renewal on your annual policy, then we will: (a) give you a Renewal Notice In Writing at least 14 Calendar Days before your policy expires; and (b) send you a further electronic reminder before your policy expires - unless you have already renewed your policy - where it is possible to do so and we have an email address or mobile number recorded for your policy.	[Not in Current Code]
40. Pressure selling of our products is prohibited. We will have policies and procedures for our Employees and Distributors that require them to conduct sales appropriately and to prevent unacceptable sales practices, for example: making false claims about a product's coverage, targeting vulnerable groups and/or putting pressure on or intimidating a customer.	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. 44. Pressure Selling of our products is prohibited. We will make this clear to our Employees and Distributors.
Automatic renewal 41. If we are offering you a policy that can automatically renew, then, at the time of purchase and at each renewal we will tell you: (a) about the automatic renewal process; (b) that you can opt-out of that process; and (c) to check the amount of your sum insured and excess to see if your level of cover is still appropriate for you.	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.

Redrafted Code (Consultation Draft)	Current Code
Information about premiums 42. If you are an existing customer and having trouble paying your premium, support may be available to you. We will provide you with information on our website and on payment reminder notices, except for final cancellation notices, about support that may be available.	[Not in Current Code]
Premium comparisons 43. If your annual policy is for your: (a) home building and/or home contents; or (b) motor vehicle – unless your policy covers a fleet of vehicles or you are a business or other organisation; then our renewal documentation will compare the renewal premium and last year's premium. We will also provide general information explaining how premiums are calculated or tell you where you can find this information.	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 Bonus and Multi-Policy Discounts 44. If we have applied a: (a) No Claims Bonus; or (b) Multi-Policy Discount; to your policy, we will tell you that the discount has been applied and how it works.	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'
Additional information for home building policies <i>The following paragraphs 45 and 46 only apply to home building policies, they do not apply to Strata Insurance Policies.</i> Insurance calculators 45. When you apply for or renew a home building policy we will provide you with access to a calculator that is periodically reviewed and updated to help you estimate your rebuild cost.	Sum insured calculators for home building policies 48. When you apply for or renew a home building insurance product, but not a strata 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.
Maintenance, wear and tear, and debris removal 46. We will also make the following information about our home building policies available on our website: (a) the impact on the cover of your home building policy of not completing regular maintenance and addressing wear and tear; and (b) whether the home building sum insured includes or excludes removal of debris and professional fees, for example architectural costs.	[Not in Current Code]

Redrafted Code (Consultation Draft)	Current Code
Section 3 – Cancelling an insurance policy	Part 7: Cancelling an insurance policy
<i>This section applies to Retail Insurance only. If you have purchased your policy through a Broker, we meet our obligations under the Code by providing information to the Broker.</i> <i>If you are a customer who requires Extra Care, we may communicate with you in a different way than outlined in this section.</i>	<i>This part applies to Retail Insurance products only.</i>
Cancellations	[Not in Current Code]
47. If we cancel your policy, we will tell you In Writing: (a) why we have cancelled or are cancelling your policy, unless the law prevents us; and (b) about our Complaints process. <i>Note: If you cancelled your policy with us, paragraph 47 does not apply.</i>	
48. If your policy is cancelled and money is owed to you, we will pay you that money within 15 Business Days of verifying your payment details. However, if you arranged your policy through a Broker, then different arrangements will apply and you will need to ask your Broker about those arrangements.	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.
Instalment Policies	
49. At least 14 Calendar Days before we cancel your Instalment Policy for non-payment, we will advise you In Writing: (a) that the payment has been missed; and (b) how contact us to discuss your circumstances. 50. If, after sending the notice under paragraph 49, we do not receive the instalment payment, we will send you a notice In Writing, either: (a) before cancellation, confirming when your Instalment Policy will be cancelled for non-payment; or (b) confirming that your Instalment Policy has been cancelled within 14 Calendar Days of its cancellation.	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
Section 4 – Making a claim	Part 8: Making a claim
<i>This section applies to Retail Insurance only.</i>	<i>This part applies to Retail Insurance products only</i>

Redrafted Code (Consultation Draft)	Current Code
Before making a claim 51. You can contact us to ask if your policy covers a loss. If you do so, we will: (a) tell you what loss your policy may cover; (b) tell you what your excess may be; (c) tell you that we will fully assess any claim you make; and (d) not discourage you from making a claim.	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 52. If you make a claim, we will tell you: (a) about our claims process; (b) if you have a known excess to pay as part of your claim; (c) if any waiting or no cover periods apply; (d) how to contact us regarding your claim; and (e) how to contact us about making a Complaint.	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. 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.
53. We will not decline your claim because an excess has not been paid. However, we may require the excess to be paid before your claim is finalised. <i>Note: You may apply for Financial Hardship support if you are unable to pay your excess in full. Section 8 – Financial Hardship sets out the support we may provide you if you cannot pay your excess.</i>	[Not in Current Code]
54. We will take action to promptly correct any known mistakes we make in handling 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.
Urgent Financial Need 55. If you request support and/or a payment to help with Urgent Financial Need, we will: (a) fast-track both our assessment of your claim and the process we follow to make a decision; and/or (b) pay you an amount in advance to help ease your Urgent Financial Need.	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

Redrafted Code (Consultation Draft)	Current Code
56. If we decide to make a payment in advance to help ease your Urgent Financial Need, within 5 Business Days of verifying your payment details, we will pay you the agreed amount.	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
Communicating with you	
57. Within 10 Business Days of receiving your claim, we will: (a) ask for any further information (if any) we need to make a Decision on your claim; (b) appoint a Loss Assessor to assess your claim, if necessary; and (c) provide our estimate of the likely time and process for making a Decision about your claim. 58. We will use our best endeavours to limit the number of requests we make and explain why we need the information. Paragraph 57 does not prevent us from asking for more information if we believe we need it to make our Decision.	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.
Timeframes during a claim	
59. We will: (a) update you about your claim at least every 20 Business Days; and (b) respond to your routine enquiries about your claim's progress within 10 Business Days.	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.
60. If any of the timeframes in this section are not practical, for example: (a) due to the complex nature of your claim; or (b) because you requested an alternative timeframe; then we will propose a reasonable alternative timeframe to you, the reasons for this and how this may impact your rights under paragraph 74, if any. 61. If you do not agree with the proposed alternative timeframe, we will provide details of our Complaints process. In the interim, we will comply with the proposed alternative timeframes and provide you with information about any support that may be available given the delay.	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.

Redrafted Code (Consultation Draft)	Current Code
Primary contact 62. If you make a claim under your home building policy, but not a Strata Insurance Policy, we will provide you with a primary contact if your claim requires one. 63. If you make a claim under other policies, and you are identified as requiring Extra Care, we will also provide a primary contact if your claim requires one. 64. Your primary contact may change (for example, due to availability) or another person may need to contact you in relation to your claim. 65. If you request a primary contact and we do not provide you with one, we will tell you why, and about our Complaints process.	[Not in Current Code]
Assessing your claim 66. When we assess your claim, we will consider: (a) all facts relevant to your claim that are known to us; (b) the terms of your policy; and (c) the law.	69. When we assess your claim, we will consider all relevant facts, the terms of your insurance policy and the law
67. We will only request and rely on relevant information to assess your claim. We will explain why this information is relevant.	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.
Using an External Expert or Loss Assessor 68. If we appoint a Loss Assessor or External Expert, we will tell you within 5 Business Days: (a) that we have appointed them, (b) what their role is, and (c) when they will contact you or plan to visit your property. We may appoint a loss assessor who is an Employee.	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 adjuster 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).
69. External Experts will have appropriate expertise and be instructed to meet their rules and regulations relevant to their expertise.	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.

Redrafted Code (Consultation Draft)	Current Code
70. We will require External Experts to provide their report within 60 Business Days of their appointment. We will notify you if there is a delay.	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.
71. We will comply with, and instruct External Experts to comply with, the Insurance Council of Australia's Guide: Use of Expert Reports (as amended, updated or replaced from time to time).	[Not in Current Code]
72. We will monitor compliance of our External Experts with paragraph 70 and take action as required. This could include, for example: (a) cancelling our contract with them; (b) taking steps to ensure they are not assigned to our claims in future; or (c) requiring them to go through further training.	
Claim Decision	
73. Once we have determined we have all relevant information, we will inform you of our Decision within 10 Business Days.	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.
74. We will make a Decision about your claim within 4 months of receiving it, unless the circumstances in paragraph 76 apply. If the circumstances in paragraph 76 apply, then we will: (a) make a Decision about your claim within 12 months of receiving it; (b) advise you of the extended time period, and (c) provide you with information about our Complaints process In Writing, if we do not meet these timeframes.	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.
Claims not decided within 12 months	
75. If you make a property claim under one of the following policies: (a) home building and/or home contents, but not a Strata Insurance Policy; or (b) motor vehicle – unless your policy covers a fleet of vehicles or you are a business or other organisation; and we have not made a Decision within 12 months of receiving your claim, we will automatically cover the loss or damage claimed by you up to the policy coverage and limits, unless the circumstances set out in paragraph 76 apply to your claim.	[Not in Current Code]

Redrafted Code (Consultation Draft)	Current Code
76. The circumstances referred to in paragraphs 74 and 75: (a) something happens that is outside of our control, which means that we cannot make a Decision in the relevant timeframe. Examples include but are not limited to: (i) you request a delay or you or your Nominee do not cooperate with us or respond to our reasonable enquiries or requests for documents or information about your claim, (ii) we cannot contact you or your Nominee, (iii) a report from an External Expert was delayed, even though we used our best endeavours to obtain the report in time, or (iv) we are prohibited by law from accepting your claim; (b) your claim is fraudulent, or we reasonably suspect it is fraudulent; (c) you have lodged a Complaint with us or with the Australian Financial Complaints Authority that impacts our ability to make a Decision on your claim within the relevant timeframe; (d) you have commenced any Court, Tribunal or dispute handling process against us; or (e) we have complied with an alternative timeframe that we have agreed to with you, which prevents us from making a Decision within the relevant timeframe.	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. 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.
77. If: (a) a Decision has not been made within 12 months of the date of us receiving your claim; and (b) we have not automatically accepted your claim under paragraph 75; then: (c) we will: (i) tell you we have not made a Decision, (ii) provide you with an explanation as to why we have not made a Decision, and (iii) provide you with information about our Complaints process; and (d) we will escalate to a more senior Employee to review progress of your claim. 78. Once appointed, the Employee at paragraph 77(d) will complete and tell you the outcome of the review In Writing within 20 Business Days.	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

Redrafted Code (Consultation Draft)	Current Code
Information we will give you when we make a Decision 79. We will tell you of our Decision In Writing. 80. If we make a Decision to decline your claim, or do not cover your loss in full, then we will tell you, In Writing: (a) which parts of your claim are covered; (b) which parts of your claim are not covered; (c) the reasons for our Decision; (d) that you have the right to ask us for the information about you that we used to make a Decision on your claim; and (e) about our Complaints process. 81. We will also provide you with a copy of any External Experts' reports we relied on. 82. If you ask for the information referred to in paragraph 80(d), we will give you that information within 10 Business Days, unless: (a) the law prohibits us from doing so; or (b) we have a legal basis not to do so.	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 Day 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.
Claim fulfilment 83. We are responsible for the quality of work and materials used where we have selected and directly authorised a repairer to repair your damaged property. <i>Note: Complaints about the repairer's conduct, timeliness, quality of work or the materials they use will be handled under our Complaints process.</i>	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.
84. If we are satisfied that the repairs completed by our selected and directly authorised repairers require further work, and that means you need a hire car or accommodation not covered by your policy, we will arrange for and cover the reasonable costs of providing them.	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.

Redrafted Code (Consultation Draft)	Current Code
85. If a scope of works is needed for a home building claim, we will provide you with information to help you understand it, its purpose and the process involved.	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.
Claims for total loss under a home building and/or home contents policy	Claims for total loss
85. If we have made a Decision to accept a total loss claim under your home building or home contents policy and you are unable to provide proof of ownership because it was lost in or damaged by the insured event we will not: (a) require you to provide proof of ownership; or (b) require a list of insured property that was lost or damaged.	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.
Cash Settlements under a home building policy <i>The following paragraphs 87 to 89 only apply to home building policies. They do not apply to Strata Insurance Policies.</i>	[Not in Current Code]
87. Before offering a Cash Settlement, and where a scope of works is available, we will have processes in place to consider whether a Cash Settlement may be appropriate in the circumstances.	[Not in Current Code]
88. If we offer you a Cash Settlement or we are Cash Settling your claim, we will provide you with: (a) information to help you understand how they work; (b) the reasons we may decide to offer a Cash Settlement; (c) the risks you should be aware of in managing the repair or rebuild yourself or accepting Cash Settlement; (d) the scope of works, if one is available, that outlines the description and the costs to repair the damage covered under your policy; and (e) information about any additional policy benefits being paid to you as part of the Cash Settlement.	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.

Redrafted Code (Consultation Draft)	Current Code
89. If we offer you a Cash Settlement, we will: (a) only use the term 'without prejudice' in relation to a payment made outside the coverage in your policy; (b) tell you that you should consider getting legal advice or financial counselling and provide you with the details of the National Debt Helpline; and (c) tell you about your rights to have the Cash Settlement reviewed under your policy and the Code.	[Not in Current Code]
Reviewing a Cash Settlement 90. Where you have the option to have your home repaired or rebuilt, and you have been paid a Cash Settlement, you may change your decision and ask us to repair your home, provided you tell us within 20 Business Days from the date you receive the payment, or as otherwise agreed with us.	[Not in Current Code]
91. If you change your decision under paragraph 90, and a Cash Settlement has already been paid to you, you will have 40 Business Days from the date you ask us to repair your home, to return the Cash Settlement amount to us. We will then commence the process to repair or rebuild.	[Not in Current Code]
92. You can request that we review the amount of the Cash Settlement within 12 months of receiving it, if: (a) you have not been paid the full amount of your sum insured or policy limits under your policy; and (b) you can show that the Cash Settlement is not enough to complete the repairs. After you request a review, we will assess whether you are entitled to any additional Cash Settlement payment under your home building policy. We will also provide you with information about our Complaints process. <i>Note: A request for review does not automatically mean we will accept the additional damage or loss.</i>	[Not in Current Code]
Motor vehicle claims made against our customers 93. If we are contacted by a person who wishes to make a claim against one of our customers, then we will tell that person about our claims process and what is required for us to start a claim. If we have accepted a claim under our customer's motor vehicle policy, then we will tell that person: (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.	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.

Redrafted Code (Consultation Draft)	Current Code
Responding to catastrophes 94. We will have catastrophe plans in place to manage and respond to claims and Complaints following a catastrophe.	88. We will respond to Catastrophes efficiently, professionally, practically and compassionately. 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.
Section 5 – Standards for Investigations <i>In most circumstances, a Decision on your claim can be made through our usual assessment process. Where we have reason to conduct a more detailed Investigation of the circumstances related to your claim, we will comply with these standards.</i>	Part 15: Claims investigation standards <i>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.</i>
Before we start an Investigation 95. If we need to investigate your claim, we will discuss with you why your claim is being investigated. We will train our relevant Employees about how to have these conversations with you and the information they need to discuss with you.	201. Before we first start the investigation of your claim, we will discuss with you why your claim is being investigated. We will 48 train our Employees about how to have these conversations and the information they need to discuss with you.
96. Before we start an Investigation, we will tell you In Writing: (a) about our decision to commence an Investigation; (b) about our Investigation process; (c) who your primary contact is for the Investigation; (d) the role and responsibility of the Investigator; (e) when to expect to hear from the Investigator, and what to do if you do not hear from them within that timeframe (f) that once we have determined we have all relevant information, we will inform you of our decision within 10 Business Days, unless an exception in the Code applies; (g) about your rights and responsibilities under your policy during the Investigation; and (h) about our Complaints process; except in circumstances where it would prejudice our Investigation or this could lead to a serious or imminent threat to a person.	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.

Redrafted Code (Consultation Draft)	Current Code
Appointing an Investigator	
97. If we appoint an Investigator, within 5 Business Days of the Investigation commencing, we will tell you: (a) that we have appointed them; (b) what their role is; and (c) if applicable, when they plan to contact you or visit your property; except in circumstances where it would prejudice our Investigation or this could lead to a serious or imminent threat to a person.	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).
98. If we appoint an Investigator, we will require them to: (a) only investigate matters relevant to the claim in question; (b) conduct their Investigation in an appropriate, open-minded and respectful manner; (c) avoid using tactics designed to intimidate or unduly pressure you; (d) collect information only if they reasonably believe it is relevant to the Investigation; (e) comply with any relevant law; (f) not use illegal means or methods to carry out the Investigation; (g) not induce someone to perform a task, or activity, that they would not have performed without the involvement of the Investigator; (h) not make any threat, promise or inducement to any person when conducting an Investigation on our behalf; and (i) obtain authority from us before alleging fraud.	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. 200. To ensure our investigations are appropriately focused: 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; 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
99. We will carefully define the scope of the Investigation, including the type of information we are requesting.	200. To ensure our investigations are appropriately focused: 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.

Redrafted Code (Consultation Draft)	Current Code
100. Before we authorise an Investigator to commence an Investigation or conduct an interview with a person who may require Extra Care, we will require them to have undertaken training on how to work with customers experiencing Vulnerability.	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.
101. If you have asked us to communicate through a Nominee, then we will tell the Investigator to contact the Nominee first. If they cannot make contact with the Nominee within a reasonable time, they will contact you.	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.
102. If you request for the Investigator to be the same gender as you, we will use best endeavours to arrange for this. We may not be able to do this if it is not reasonably practical for us to do so.	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.
103. If we appoint an Investigator who is not an Employee, we will: (a) give them written instructions about each Investigation; (b) confirm any changes to our instructions In Writing; (c) require them to get our consent before they do things beyond their existing instructions; and (d) keep an up-to-date register of our Investigators' licences, including their expiry dates.	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. 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.

Redrafted Code (Consultation Draft)	Current Code
104. We will require our Investigators who are not Employees to: (a) record any requests they make to individuals for written permission to access the individual's personal information that is held by other parties and make those records available to us at the end of their Investigation; (b) keep written, up to date records of all Investigation activities, including but not limited to details of: (i) conversations held in person; (ii) telephone conversations; (iii) unanswered telephone calls, including any messages left; (iv) all written communications sent, including letters, faxes and emails; (v) their travel; (vi) interviews and statements obtained; and (vii) any electronic checks – including government and social media sites, for example: internet, land titles, Facebook or business affairs.	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. 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
105. We and/or the organisations that provide our Investigators will keep these documents in accordance with relevant legal requirements.	230. We and/or the organisations that provide our Investigators, must keep these records for at least 7 years.
106. We will update you about the Investigation's progress at least every 20 Business Days.	204. At least every 20 Business Days, we will update you about the investigation's process.
<i>Note: For additional paragraphs that apply to our Investigators, refer to Section 9 – Standards for our representatives.</i>	[Not in Current Code]

Redrafted Code (Consultation Draft)	Current Code
Information requests 107. If information is required as part of the Investigation, the Investigator will: (a) ask for and rely on reasonable and relevant information; and (b) tell you why we need the requested information unless telling you would prejudice the Investigation. 108. We will use best endeavours to limit the number of requests for information we make.	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.
109. 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.	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.
Before any formal interview 110. We will tell you In Writing before any formal interview: (a) the purpose of the interview; (b) why the interview is required; (c) your rights and responsibilities during the interview, including your right to have: (i) an interpreter – free of charge – to translate any information given to you and any answers you provide; and (ii) a legal representative or a support person to support you through the interview, but they may not answer questions on your behalf; (d) who will conduct the interview – and their contact details; (e) the anticipated length of the interview; (f) our contact details, so that you can contact us with any questions about the interview; and (g) how the interview is to be recorded.	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.

Redrafted Code (Consultation Draft)	Current Code
111. We will only conduct an interview in person if it is reasonably necessary for the purpose of the Investigation.	[Not in Current Code]
112. If an interpreter is required, we will provide one where possible – free of charge – to translate any information given to you and any answers you provide.	207. If an independent interpreter is needed either for you, or for us, we will arrange for this at our cost.
113. When we are arranging the interview, we will work with you to arrange a mutually convenient location, date and time for the interview to take place.	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.
114. If we intend to interview someone who is under 18, 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 make this assessment who will record how they made that assessment; (b) appoint an Investigator with the appropriate training or experience to conduct the interview; (c) require the Investigator to obtain our written approval: (i) to conduct the interview, (ii) on the scope of the interview, and (iii) before expanding the scope of the interview beyond what we consented to; (d) make sure that any interview takes place only in the presence of a parent, guardian or responsible adult; and (e) 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.	211. If we intend to interview (or our Investigators or Employees inform us that 49 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.

Redrafted Code (Consultation Draft)	Current Code
During the formal interview	
115. At the start of the interview, the Investigator 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 conduct the 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).
116. We will require our Investigators to conduct all interviews in an open-minded, efficient, honest, and fair manner at all times.	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.
117. We will instruct that interviews be conducted so that: (a) a single interview may only last for up to 90 minutes; (b) you are offered a 5-minute break every 30 minutes, noting that this 5-minute break will be built-in to the interview process if you tell us - or we identify- that you are experiencing Vulnerability. Any break time is a time-out and is not included in the 90-minute period referred to under subpoint (a) of this paragraph; (c) at any time during the interview, you can request additional breaks and stop the interview early and reschedule if needed; (d) the Investigator records all offers of breaks, and your responses; (e) if another interview time is needed, it will not be organised without at least a 24-hour break, unless otherwise agreed; and (f) if the total interview time required is over 4 hours, the Investigator must obtain written consent from us. If we consent, we will provide you with the reasons why the time extension is needed. We will advise you of our Complaints process.	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. 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.

Redrafted Code (Consultation Draft)	Current Code
118. If during the interview an independent interpreter or other support (for example a lawyer, or support person) is needed, (even though one had not previously been requested or arranged), then the Investigator will: (a) pause the interview; and (b) restart it at a later time, or date, once the interpreter or support person is present.	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
After the formal interview 119. We will offer you a free transcript of the formal interview (or a digital copy of the recorded interview). You can also request and receive this for free at a later time.	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.
120. If we need to interview you more than once, then before the second or any later interview, we will give you a free copy of the record of your previous interview.	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.

Redrafted Code (Consultation Draft)	Current Code
Surveillance	Surveillance
121. Before we authorise any surveillance of you, we: (a) will make sure that alternative methods of verifying the relevant information have been considered; (b) must record the reasons why we believe your claim appears to be inconsistent with the information available to us; and (c) will arrange for a suitably experienced Employee to review and approve the request for surveillance. 122. 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; or (f) where prohibited by relevant law. 123. We will stop surveillance of you if we become aware that you have a pre-existing mental health condition]	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.
124. We will require the Investigators to not communicate with your family, neighbours, or your work colleagues, in a way that might - directly, or indirectly - reveal that surveillance will be, is being, or has been, conducted.	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.
Review of Investigations	
125. If an Investigation has gone on for 4 months, then we will have your claim independently reviewed by another Employee with appropriate experience and authority. We will inform you if this happens.	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.
126. During the review, the Employee will determine if there is sufficient reason for the Investigation to continue. If it is determined that the Investigation should stop, then your claim will be referred for a Decision, as set out in Section 4 of the Code.	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.
127. review under paragraph 125 will not exceed 20 Business Days from the appointment of the Employee. 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.	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.

Redrafted Code (Consultation Draft)	Current Code
Monitoring our Investigations process 128. We will have a quality assurance program to regularly monitor and review our Investigations. That program might include, for example, 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.	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.
129. Our quality assurance program will include reviews of our non-genuine claims indicators to make sure they remain relevant, appropriate and do not discriminate.	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.
Section 6 – Complaints [No preamble to Section 6]	Part 11: Complaints <i>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).</i>
Making a Complaint 130. (a) You can make a Complaint to us, our Distributors or Service Suppliers at any time. (b) Our Complaints resolution process will comply with the enforceable provisions of ASIC Regulatory Guide RG 271: Internal dispute resolution. If that Regulatory Guide does not apply to you, we will act as though it does. <i>Note: ASIC Regulatory Guide RG 271 is available on ASIC's website and can be accessed via this link.</i>	33. If you are not satisfied with our proposed remedy, then we will tell you how to make a Complaint. 139. You may complain to us about any aspect of your relationship with us. 141. Our Complaints process will comply with the Australian Securities and Investments Commission's guidelines.

Redrafted Code (Consultation Draft)	Current Code
131. We will make information available on our website and in your policy about: (a) your right to make a Complaint; (b) our internal processes for dealing with Complaints; and (c) your right to take your complaint to the Australian Financial Complaints Authority at any time.	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.
Handling your Complaint	
132. We will tell you the name and contact details of the primary contact assigned to liaise with you about your Complaint. 133. Your Complaint will be handled by a person with appropriate experience and authority. This will not be the person whose decision or conduct is what your Complaint is about. 134. When we are considering your Complaint, we will only ask for, and rely on, relevant information. 135. We will keep you informed on the progress of your Complaint.	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
Outcome of your Complaint	
136. If we are unable to resolve your Complaint within 30 Calendar Days we will: (a) tell you, In Writing, the reasons for the delay; (c) give you monthly updates on the progress of the Complaint; (d) tell you about your right to complain to Australian Financial Complaints Authority if you are dissatisfied; and (e) provide you with contact details for Australian Financial Complaints Authority.	147. We will make a decision about your Complaint within 30 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

Redrafted Code (Consultation Draft)	Current Code
Complaint management by Service Suppliers	
137. We may authorise another party to act on our behalf to receive, acknowledge, and handle Complaints about our products and services. Where we do this, we will require them to: (a) notify us of Complaints made to them; (b) handle Complaints in accordance with the requirements as set out in this section of the Code; and (c) 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 section of the Code. Any breach of this Section of the Code by them is a breach of the Code by us.	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. 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. Although our Distributors and Service Suppliers are not subscribers to this Code, they are accountable to us for complying with the relevant standards in the Code.
Section 7 - Taking extra care with customers experiencing Vulnerability	Part 9: Supporting customers experiencing vulnerability
<i>This section applies to Retail Insurance only.</i> <i>If you are experiencing Financial Hardship, see Section 8 of the Code about the support we can provide you.</i>	This part applies to Retail Insurance products only.
138. We encourage you to tell us if you need support so we can work with you to arrange the Extra Care that we can provide to you.	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
139. We will provide you with Extra Care that we have agreed with you, if you tell us or we have identified that you are experiencing Vulnerability.	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.

Redrafted Code (Consultation Draft)	Current Code
140. We will have processes in place to identify signs you might Extra Care, recognising that your circumstances and the support you require from us may change over time and in response to particular situations.	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. 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. 102. We will arrange relevant training for our Employees who are likely to be involved in communications requiring an interpreter.
141. We will develop our systems, processes and training in accordance with the principles from the Insurance Council of Australia's Guidance on Vulnerability.	[Not in Current Code]
Information about the Extra Care we can provide	
142. We will have information available on our website about the Extra Care options we have available and about external support services, including: (a) a policy about how we can support you and people who owe us money if you are affected by Family and Domestic Violence, including financial abuse. (b) information about external support services that can assist you with: (i) Family and Domestic Violence; (ii) elder abuse; (iii) mental health and wellbeing; (iv) natural disasters; and (v) legal services (including Community Legal Centres Australia, and Australia and Aboriginal and Torres Strait Islander Legal Services). (c) information to assist you with language or communication barriers, including: (i) information on interpreting services, including First Nations languages; (ii) teletypewriter services; (iii) any information on our products that we have translated into other languages; and (iv) any other relevant information for people with language barriers.	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. 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. 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

Redrafted Code (Consultation Draft)	Current Code
Responding to your Extra Care needs	[Not in Current Code]
143. We will record any Extra Care that we have agreed to provide to support you.	
144. With your consent, we will record details of your Vulnerability and maintain that record for future dealings with you. If we do not obtain your consent, you will need to tell us about your Vulnerability in future interactions.	
145. If you require Extra Care, we will communicate with you using your preferred channel of communication, unless we are unable to do so or are legally required to communicate in a different way. There may be circumstances where an alternative channel of communication is more appropriate, and where there is, we may communicate with you using that alternative channel. <i>Note: We may be required under the law or in the Code to provide you with certain information using particular channels of communication. There may also be circumstances where your preferred channel of communication may not be possible or appropriate. For example, if there is a natural disaster, we may need to contact you as soon as possible, and we may need to call, email or send an SMS, rather than sending an update via post.</i>	[Not in Current Code]
146. Where the Code requires us to tell you something In Writing, these paragraphs may not be adhered to where there is a possibility that doing so could place someone's physical, financial, or other types of safety at risk.	[Not in Current Code]
Interpretation services	
147. We will: (a) where possible, provide access to an interpreter if you ask us to or if we need an interpreter to communicate effectively with you; and (b) record if an interpreter is used or if there are reasons we are unable to arrange one.	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

Redrafted Code (Consultation Draft)	Current Code
Internal policies and training 148. We will have internal policies and training appropriate to our Employees' roles to help them: (a) know when to ask about your circumstances to identify any Extra Care needs; (b) apply Trauma-informed Care where your claim arises out of a traumatic event such as a natural disaster; (c) decide how best, and to what extent, we can support your Extra Care or Financial Hardship needs; (d) identify and support customers affected by Family and Domestic Violence; (e) assist customers who have identified as First Nations in a culturally appropriate manner; (f) where possible, assist customers who may require an interpreter; and (g) engage with you with sensitivity, dignity, respect and compassion which may include arranging additional support, for example referring you to people, or services, with specialist training and experience.	[Not in Current Code]
Support measures 149. If you tell us, or we identify, that you have Extra Care needs, we will: (a) provide or direct you to information either on our website or via another method about people or services with specialist training and expertise which may assist you; (b) protect your right to privacy; and (c) recognise and allow for additional support (for example, a lawyer, a financial counsellor, an interpreter or a support person) in reasonable ways. <i>Note: Extra Care may include</i> • making it easier for us to communicate with each other, • providing you with extra time or flexibility (particularly if you live in a regional or remote area), and/or • providing information about financial counsellors or community support services.	[Not in Current Code]

Redrafted Code (Consultation Draft)	Current Code
Family and Domestic Violence including financial abuse	
150. We will have systems and processes in place that are designed to protect our customers who are experiencing Family and Domestic Violence and reduce the potential risk of harm resulting from interactions with us. We will do this by: (a) providing training to assist our employees to identify, support and avoid harm to customers affected by Family and Domestic Violence; (b) publishing our Family and Domestic Violence policy on our websites for our customers and people who owe us money. This will include information on our Financial Hardship policies; (c) having a quick exit button on our websites, where our Family and Domestic Violence policy is published; (d) having systems and processes in place that are designed to prevent a perpetrator of Family and Domestic Violence from weaponising our products and services against you; and (e) requesting our Service Suppliers and Claims Fulfilment Providers to contact us if they have concerns that a customer may be experiencing Family and Domestic Violence.	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.
151. If you tell us, or we identify, that you are affected by Family and Domestic Violence, in addition to the support set out in this section of the Code, we will take steps to: (a) prioritise your safety and that of your family and/or dependants; (b) protect your private, confidential and personal information, which includes safeguarding your location where required; (c) minimise the number of times you need to disclose information about your situation; (d) with your consent, we will record details of your situation, in accordance with paragraph 144; (e) provide you with information about specialist Family and Domestic Violence services; (f) make referrals to police where appropriate; and (g) provide you with information about Financial Hardship support (both internally and externally) where appropriate.	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.
152. We will not require evidence of an intervention  to trigger the requirements of our Family and Domestic Violence policy.	[Not in Current Code]

Redrafted Code (Consultation Draft)	Current Code
Mental health <i>The following paragraphs 153 to 155 only apply to travel products, and sickness and accident products.</i> 153. We will design and sell our products and apply their terms in compliance with applicable Federal and State or Territory anti-discrimination laws. We will do this by: (a) only applying exclusions for pre-existing mental health conditions where there is evidence that you have an existing mental health condition, or are at risk of a recurrence of a past mental health condition; (b) not denying your claim because of a pre-existing mental health condition, if you disclosed it accurately and it is not related to what you are claiming for; and (c) keeping accurate records of the actuarial or statistical data and/or other relevant factors that we have relied on. 154. We will treat people with any past or current mental health condition fairly by: (a) treating mental health conditions in the same way that we would treat any other medical condition and have regard to available prognostic data and documented rates of prevalence, morbidity and mortality; and (b) categorising mental health conditions according to current commonly accepted professional standards. 155. We will only ask relevant questions when deciding whether to provide cover for a pre-existing mental health condition. 156. If we cannot provide you with cover for your mental health condition, we will 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, we will give it to you as set out in paragraphs 27 to 30.	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.

Redrafted Code (Consultation Draft)	Current Code
Section 8 – Financial Hardship	Part 10: Financial Hardship
<i>This section applies if you are experiencing Financial Hardship and you are:</i> • <i>an Insured or Third-party Beneficiary with Retail Insurance or Wholesale Insurance;</i> • <i>an individual who we believe owes us money because you caused damage or loss to either an Insured or Third-party Beneficiary who we cover under a policy; or</i> • <i>an individual with financial obligations to us because of our rights under a Lenders Mortgage Insurance policy or a fleet motor or heavy haulage motor insurance policy.</i> <i>This section does not apply to support with paying premiums under a policy we have issued. If you are experiencing Financial Hardship, we encourage you to tell us so that we can discuss your situation and the options available to support you.</i>	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. 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.
Information about Financial Hardship support	
157. We will set out information on our website about the types of Financial Hardship support options that may be available and how you can access them.	105. We will have information about applying for Financial Hardship support on our website. The information will set out the types of support options that may be available, and how you can access Financial Hardship support.
158. If you are unable to pay the excess on a claim you have made you can apply for Financial Hardship support.	[Not in Current Code]
Applying for Financial Hardship support	
159. If you tell us, or we identify, that you are experiencing Financial Hardship, we will give you: (a) details about how to apply for Financial Hardship support; and (b) if appropriate, contact details for the National Debt Helpline: 1800 007 007. <i>Note: The National Debt Helpline will put you into contact with a financial counsellor in your state or territory who can provide guidance and support for anyone experiencing financial difficulty.</i>	111. If you tell us, or we identify, that you are experiencing Financial Hardship, we will give you a. details about how to apply for Financial Hardship support; and b. if appropriate, contact details for the National Debt Helpline: 1800 007 007.:
160. You can talk to us about Financial Hardship support and the application process through the communication channels we have available. Some information for your Financial Hardship application may need to be provided via prescribed channels such as email.	[Not in Current Code]

Redrafted Code (Consultation Draft)	Current Code
161. We will communicate with you using your preferred channel of communication, unless we are: (a) unable to do so; or (b) legally required to communicate in a different way. There may be circumstances where an alternative communication channel is more appropriate, and where there is, we may communicate with you using that alternative channel. <i>Note: We may be required under the law or in the Code to provide you with certain information using an alternative communication channel.</i>	112. We will communicate with you about your application and where possible, we will use your preferred method of communication.
Putting our debt recovery on hold 162. If we are taking action to recover an amount of money from you, we will put that action on hold if we identify that you are experiencing Financial Hardship, or you ask us for Financial Hardship support. 163. When we put the recovery action on hold, we will tell any Collection Agent or solicitor that has been appointed that the recovery action is on hold. 164. The recovery action will stay on hold until we have assessed your application for Financial Hardship and we have notified you of our decision about it.	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.
Assessing your request for Financial Hardship support 165. If we need information from you to make a decision about Financial Hardship support, then we will: (a) only request information that is necessary to assess your application for Financial Hardship; (b) tell you the information we need as quickly as possible; (c) be specific about the information we need and tell you why we need it; and (d) use our best endeavours to ask for this information in one request.	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.
166. Information we may request includes: (a) evidence of serious illness that prevents you from earning an income; (b) evidence of a disability, including disability caused by mental illness; (c) if applicable, your Centrelink statements; and/or (d) evidence of your unemployment.	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

Redrafted Code (Consultation Draft)	Current Code
Making our decision on your request for Financial Hardship support 167. The information we have requested under paragraph 166 must be provided within 20 Business Days from the date of our request.	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. 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.
168. We will let you know In Writing whether we can give you Financial Hardship support within 10 Business Days of receiving all the information that we need. 169. If we do not receive the information we need within 20 Business Days, we will let you know In Writing whether we can give you Financial Hardship support.	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 170. If you are entitled to Financial Hardship support, we will: (a) confirm any entitlement to Financial Hardship support In Writing; and (b) if applicable, implement a Financial Hardship arrangement in relation to the amount owing. This arrangement could include any one or more of the following: (i) delaying the date that the payment must be made; (ii) paying us in instalments – we will not refuse a reasonable request from you to pay the amount you owe in instalments; (iii) paying a reduced lump sum amount; (iv) delaying one or more instalment payments for an agreed period; (v) deducting the excess from the claim amount we pay you; (vi) waiving cancellation fees; or (vii) releasing, discharging or waiving the amount you owe us.	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. 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; f. waiving cancellation fees. 124. We will confirm the agreed arrangement with you. Where possible this will be in your preferred method of communication 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.

Redrafted Code (Consultation Draft)	Current Code
171. If you tell us that you intend to declare bankruptcy, we will confirm In Writing: (a) the amount you owe us; or (b) any revised amount you owe us if we have agreed to provide you with debt relief, for example if we agree to release, discharge or waive a debt or excess payment.	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.
172. We will tell you In Writing about our Complaints process if: (a) you do not agree on the amount you owe us, or any revised amount under paragraph 171; or (b) you do not agree with us on the appropriate 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. 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 138. If we cannot agree on an amount [in respect of bankruptcy], then we will provide details of our Complaints process in writing.
173. If you ask us, we will let any financial institutions with an interest in your policy know In Writing of your Financial Hardship support and any debt relief we have provided.	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	
174. If you are not entitled to Financial Hardship support, we will tell you In Writing: (a) the reasons for our decision; and (b) about our Complaints process.	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.
175. You may reapply for Financial Hardship support if your circumstances change. However, we may not put recovery action on hold while we look at your further application for Financial Hardship support.	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	
176. We, and any Collection Agent or solicitor collecting money for us, will comply with the Debt Collection Guideline: for collectors and creditors published by the Australia Competition and Consumer Commission and the Australian Securities and Investments Commission (as amended, updated or replaced from time to time) when we are dealing with you.	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

Redrafted Code (Consultation Draft)	Current Code
177. When we, our Collection Agent or our solicitor, first communicates with you about any money owed, then that communication will include: (a) confirmation that you are the debtor; (b) a statement that the Collection Agent or solicitor is acting on our behalf, if applicable; (c) information about the nature of our claim against you; (d) information to show that the amount we are seeking to recover from you is fair and reasonable. This may include: (i) information on the relevant loss and/or damage and the claim, including the date the debt arose, (ii) the actual cost of completed repairs, and (iii) the evidence we relied on when we calculated the amount; (e) information about our Financial Hardship process; and (f) contact details to enable you to contact us to discuss Financial Hardship support or if you have any questions.	112. We will communicate with you about your application and where possible, we will use your preferred method of communication. 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. 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.
178. If you tell our Collection Agent or solicitor that you are experiencing Financial Hardship, then we will require them to notify us and give you information In Writing about our Financial Hardship process.	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
Collecting money from uninsured tenants 179. We will not seek recovery from an uninsured tenant of residential property for property damage that was accidental or unintentional.	[Not in Current Code]
Section 9 – Standards for our representatives	Part 4: Standards for us and our Distributors Part 5: Standards for our Service Suppliers
<i>When you engage with us, you may deal with an Employee or another representative acting on our behalf. For example, you may engage with a Loss Assessor we have appointed to help with your claim.</i> <i>Whether it is an Employee or another appointed representative you are dealing with, we are responsible for their conduct and they are required to meet the obligations in the Code. We also request skilled trades to undertake repairs. If they are part of our preferred network we require them to meet the obligations of the Code.</i>	Part 5 applies to Retail Insurance products only
180. We will have policies and procedures in place to monitor the performance of our Employees, Distributors, Service Suppliers and Claims Fulfilment Providers.	30. We will have policies and procedures in place to monitor the performance of our Employees and/or Distributors.

Redrafted Code (Consultation Draft)	Current Code
Employees	
181. We will require Employees to: (a) receive appropriate education relevant to their role, including training in relation to: (i) the Code, our products and services, and our Complaints process (as outlined in paragraph 187), (ii) our commitment to Extra Care and Financial Hardship (as outlined in paragraph 148), (iii) our approach to Family and Domestic Violence (as outlined in paragraph 150), and (iv) cultural awareness training for First Nations customers; (b) provide our services competently and professionally; and (c) only provide the services that match their expertise.	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.
Other representatives	
182. Where our Distributors, Service Suppliers, or Claims Fulfilment Providers are authorised to provide a service to you, unless we do so, they must tell you: (a) the service we have authorised them to provide; and (b) that they are acting on our behalf.	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 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
183. We will have processes to appoint suitable Distributors, Service Suppliers, and Claims Fulfilment Providers. For example, they must reasonably satisfy us that they, and their employees, can deliver their services competently and professionally.	24. We will only allow our Employees and Distributors to provide services that match their expertise.
184. When we appoint a Distributor, Service Supplier or Claims Fulfilment Provider we will require that they have any licence required by law to provide the services they provide on our behalf.	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.
185. If our Service Suppliers or Claims Fulfilment Providers engage a subcontractor to perform the services we have asked them to provide for us, we will require that the subcontractor has any licence required by law to provide the subcontracted services.	40. A Service Supplier must first get our approval before subcontracting any services they perform on our behalf.

Redrafted Code (Consultation Draft)	Current Code
186. All contracts we enter into with our Distributors, Service Suppliers, and Claims Fulfilment Providers after [Insert Date] will require them to meet the relevant standards of the Code.	39. All contracts entered into with Service Suppliers after we have adopted the Code, must reflect the relevant standards of the Code.
Training our representatives	
187. We will require our Employees, Distributors, Service Suppliers, and Claims Fulfilment Providers to receive the following education and training to the extent it is relevant to their role and the services they are authorised to provide: (a) about the Code; (b) about our products and services; (c) on identifying and supporting customers who require Extra Care or are experiencing Financial Hardship; and (d) on identifying Complaints and managing Complaints.	24. We will only allow our Employees and Distributors to provide services that match their expertise. 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 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. 102. We will arrange relevant training for our Employees who are likely to be involved in communications requiring an interpreter. 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.
188. We will keep our Employees' education and training records in accordance with relevant legal requirements. We will make those records available to the Code Governance Committee at its request.	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.
189. We will keep the education and training records of our Distributors, Service Suppliers, and Claims Fulfilment Providers in accordance with relevant legal requirements or require them to do so.	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
190. We are not required to provide the training in paragraph 187 to our Distributors, Service Suppliers, and Claims Fulfilment Providers to the extent that they have already received the necessary training - regardless of who provided the training.	[Not in Current Code]

Redrafted Code (Consultation Draft)	Current Code
Dealing with concerns about our Representatives 191. If our Distributors, Service Suppliers, or Claims Fulfilment Providers breach the Code when acting on our behalf, we will require them to tell us about the breach promptly on identifying it.	27. Our Distributors must notify us within 2 Business Days of any Code breaches by them when acting on our behalf. 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.
192. If we identify that any of our Employees or Distributors have engaged in poor conduct in breach of our policies or procedures and that has caused you material harm, then we will contact you to discuss an appropriate remedy. remedy. The remedy will depend on the circumstances and what you agree to. This may include: (a) us refunding any premium 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.	24. We will only allow our Employees and Distributors to provide services that match their expertise. 30. We will have policies and procedures in place to monitor the performance of our Employees and/or Distributors. 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
193. If we are aware that the performance of our Service Suppliers or Claims Fulfilment Providers performance does not meet the relevant standards of the Code, then we will address this, for example, by: (a) cancelling our contract with them; or (b) requiring them to go through further training.	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.
<i>Note: Refer to Section 6 for information on making a Complaint about our representatives.</i>	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. 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.

Redrafted Code (Consultation Draft)	Current Code
Section 10 – Enforcement, sanctions, compliance and reviewing the Code	
<i>This section outlines the key responsibilities of the Code Governance Committee and its powers in monitoring and enforcing compliance with the Code, which are set out more fully in its Charter [insert link]. This section does not form part of our contract with you.</i>	
The Code Governance Committee	The Code Governance Committee
194. The Code is monitored and enforced by the Code Governance Committee, which is an independent body. 195. The Code Governance Committee is made up of an independent Chair, a consumer appointed member and an industry appointed member.	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.
196. The Code Governance Committee's constitution, functions and powers are set out in its Charter.	166. The Code Governance Committee's constitution, functions and powers are set out in its Charter.
The responsibilities of the Code Governance Committee	The responsibilities of the Code Governance Committee
197. The Code Governance Committee is 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 serious and systematic breaches of the Code and giving us the opportunity to respond to any allegations that we have breach the Code; (c) consulting with the Insurance Council of Australia to understand the intent for drafting and including relevant Code provisions; (d) agreeing with us on any corrective measures to implement within an agreed timeframe; (e) imposing sanctions; and (f) publishing decisions in relation to serious and systemic breaches on a de-identified basis.	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.

Redrafted Code (Consultation Draft)	Current Code
198. The Code Governance Committee provides stewardship of the Code by helping the general insurance industry comply with the Code. It also identifies areas for improvement to industry practice, informed by serious and systemic breaches, relevant to the Code that are not already subject to review by a regulator such as the Australian Securities and Investments Commission.	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.
Compliance with the Code 199. We will prepare an annual compliance report to the Code Governance Committee on our compliance with the Code. 200. We will have a governance process in place to report to our Board or our executive management, on our compliance with the Code. 201. 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.	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. 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.
Reporting breaches of the Code 202. Anyone can report alleged breaches of the Code to the Code Governance Committee at any time.	Reporting breaches 164. Anyone can report alleged breaches of the Code to the Code Governance Committee at any time.
Significant Breaches of the Code 203. If we identify a Significant Breach of the Code has arisen, then we will report it to the Code Governance Committee within 30 Calendar Days.	181. If we identify a Significant Breach of the Code, then we will report it to the Code Governance Committee within 10 Business Days.

Redrafted Code (Consultation Draft)	Current Code
Imposing sanctions 204. The Code Governance Committee may impose sanctions on us for a Significant Breach of the Code unless that breach is being, or has been, considered by another regulatory body or court. When determining any sanctions to be imposed, the Code Governance Committee will consider: (a) the intent of the Insurance Council of Australia in drafting and including the Code provisions; (b) the appropriateness of the sanction; (c) 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; (d) if we have breached an undertaking we gave to the Code Governance Committee; (e) if we have not taken adequate steps to prevent a Significant Breach from reoccurring; (f) if we have not acted reasonably. 205. The Code Governance Committee's decisions and sanctions are binding on us.	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. 178. The Code Governance Committee's decisions and sanctions are binding on us.
Types of sanctions 206. 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 in relation to our internal processes that are reasonable in the circumstances, within a set timeframe; (b) audit our compliance with allegedly breached paragraphs of the Code at our own cost; (c) advertise to correct something that the Code Governance Committee decides needs correcting.	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.
207. The Code Governance Committee may impose additional sanctions for Significant Breaches of the Code, requiring us to do any one or more of the following: (a) publish the fact that we have committed a Significant Breach of the Code; (b) pay a community benefit payment for a Significant Breach up to a maximum of \$200,000 indexed annually to CPI, from [insert date]. The size of the community benefit payment must be in proportion to the Subscriber's gross written premium (or gross revenue), the number of customers impacted by the Significant Breach, and the extent of the customer harm (if any).	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.

Redrafted Code (Consultation Draft)	Current Code
208. The Code Governance Committee will report Significant Breaches of the Code or serious misconduct to 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.
Reviewing and improving the Code	Reviewing and improving the Code
209. 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.	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.
210. The Insurance Council of Australia will commission a formal, independent review of the Code at least every 5 years from the [insert date].	188. At least every 3 years the Insurance Council of Australia will commission a formal, independent review of the Code.
Promoting the Code	186. We will:
211. We will provide information about the Code and the Code Governance Committee on our website.	a. provide information about the Code and the Code Governance Committee on our websites and in our Retail Insurance Product Information. We will also provide this information in other places where we consider it appropriate to do so;
212. We will also work with the Insurance Council of Australia to:	b. work with the Insurance Council of Australia to provide general information to help you access insurance products;
(a) provide general information to help you access insurance products;	c. work with the Insurance Council of Australia to initiate programs to and the insurance industry; and
(b) promote insurance and the insurance industry; and	d. support the Insurance Council of Australia's initiatives aimed at education on general insurance.
(c) support initiatives aimed at education on general insurance.	
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