Insurance Council of Australia

Use of Expert Reports: Industry Standard

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Executive Summary

The Use of Expert Reports: Industry Standard ('this Standard') outlines the requirements we will meet when using and commissioning Expert Reports in the claims process. It aims to ensure Expert Reports are objective, reliable, and understandable for customers ('you'), assisting with fair and efficient claim assessments and decision-making.

In applying this Standard, we may take a proportionate approach having regard to the nature, complexity and urgency of the claim, the availability of appropriate external expertise, customer circumstances known to us, and whether the expert is part of our panel or engaged on a one-off or specialist basis.

Commencement

This Standard commences from the General Insurance Code of Practice ('the Code') effective date as outlined in paragraph 2 of the Code.

Review of the Standard

The Insurance Council of Australia will consult with stakeholders to develop this Standard on an ongoing basis, and this Standard will be formally reviewed at least every 5 years in line with the review process of the Code.

Definitions

External Expert means:

(a) a person, company or entity who is not our Employee, Service Supplier or Claims Fulfilment Provider (unless we tell you that they are appointed as an External Expert); and

(b) that we appoint, to provide a professional opinion, whether favourable or unfavourable to us, about the likely cause of your loss or damage.

Expert Report means a report commissioned by us or a Service Supplier and produced by an External Expert for the purpose of providing a professional opinion on a Retail Insurance claim about the likely cause of your loss or damage. It excludes routine reports or expert reports commissioned by you.

Service Supplier means an Investigator, Loss Assessor, Collection Agent or Insurance Claims Manager who is not our Employee but is appointed and authorised by us in relation to a Retail Insurance claim.

Any other terms used in this document are defined in the Code and have the same meaning in this document, unless otherwise stated.

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What We Will Do

Select the right External Expert

1. We will take reasonable steps to satisfy ourselves that any External Expert commissioned to prepare an Expert Report is qualified, and objective.
2. Where our Service Supplier commissions an External Expert report, we will ensure that they have adequate arrangements in place to ensure that the External Expert has appropriate qualifications, licences, and experience.
3. We will maintain processes to monitor performance and compliance with this Standard and take appropriate remedial action where material concerns are identified in line with our obligations under paragraph 74 of the Code.

Relevance

4. Before appointing an External Expert, we will comply with our obligations under paragraph 71 of the Code to take reasonable steps to satisfy ourselves that they have the appropriate expertise and that they are instructed to meet the rules and regulations relevant to their expertise. Reasonable steps may include assessing whether their qualifications and experience are relevant to the specific circumstances of the event. For example, we would appoint a qualified hydrologist for hydrology matters, not a builder.

Qualified

5. In assessing the qualifications of an External Expert, we may consider:
    a. formal qualifications;
    b. subject matter expertise;
    c. experience;
    d. membership of any relevant industry or qualification bodies;
    e. feedback, complaints and concerns on how the External Expert has performed on previous reports; and
    f. any other relevant matter.

Objective

6. We will take reasonable steps to identify and manage any actual, perceived or potential conflicts of interest that would affect an External Expert's objectivity.
7. This includes ensuring instructions and contract terms with External Experts require them to warrant that their opinion is free from bias.

Consider Extra Care

8. We will consider any identified Extra Care support that we have agreed with you before an External Expert is appointed and ensure External Experts are aware of that support where appropriate.

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Inform you

9. If we appoint an External Expert, or commission an External Expert report, we will:
    a. meet our obligations under paragraph 70 of the Code;
    b. explain to you the reasons the Expert Report is needed, detailing the issue requiring assessment;
    c. explain to you the scope and purpose, including how the report may be used;
    d. inform you that you can provide additional information or evidence to us or the External Expert;
    e. where multiple experts or service suppliers are involved, we may provide this information through a single consolidated explanation where that would be clearer for you;
    f. where reasonable to do so, we will provide you with additional time to provide your information before the report is submitted; and
    g. acting reasonably, delay or withhold providing any of the information outlined in (b) to (e) to you if the disclosure may prejudice the External Expert's ability to prepare the Expert Report.

Brief the External Expert

10. We will instruct the External Expert to provide the report within 60 Business Days.
11. There will be times due to the nature of the assessment, complexity of the matter, or a natural disaster or catastrophe event, that the External Expert may not be able to provide the report within 60 Business Days. In those instances, a different timeframe may be agreed and we will notify you of the new timeframe in line with our obligations under paragraph 72 of the Code.
12. We or a Service Supplier will provide the External Expert with scope instructions that include:
    a. **the specific questions to be answered:** being explicit about what the External Expert is commissioned to report on by providing specific questions to answer. The External Expert will not be asked to provide an opinion on matters such as whether the claim should be accepted or denied, or policy interpretation;
    b. **collecting all relevant information**: asking for and providing any relevant information, including (as applicable) readily available security footage or photographs, eyewitness testimony or statements, mobile phone footage, building inspections and any other information provided by you;
    c. **previous Expert Reports:** if we have previously received an Expert Report on the same topic, considering whether the External Expert being appointed to draft the new Expert Report should first undertake their own independent inspection or assessment before reviewing any previous report;
    d. **issues in addition to the scope instructions**: if the External Expert identifies issues in addition to the scope instructions provided that are necessary for a comprehensive report, the issues should be included and clearly stated in their report;
    e. **plain English:** the need to produce reports in clear, plain English language, avoiding jargon. If technical language is necessary, it will be explained; and

f. **respectful interactions**: the importance of interacting respectfully and constructively with you during information gathering, and communicating clearly about what information is needed and why.

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The Expert Report Itself

This section sets out the matters Expert Reports will address where relevant. It does not prescribe a standard format, but reports will show how the External Expert arrived at the opinion and the basis for it.

General Requirements

13. We will produce the Expert Report using, where possible, clear, plain English and avoid technical language and jargon, unless it is necessary.
14. The Expert Report will include the External Expert's current qualifications and relevant experience, including duration of experience in the relevant field.
15. The External Expert is appointed to provide a professional opinion, whether favourable or unfavourable to us, about the likely cause of your loss or damage.

Scope of Expert Report

16. To provide clarity on the scope of what the External Expert was instructed to investigate, the Expert Report will include:
    a. what they were asked to assess,
    b. the specific questions asked; and
    c. any limitations, exclusions or boundaries to the assessment.

Methodology

17. The External Expert will describe the work undertaken to prepare the Expert Report including what was examined (for example, site visits, documents reviewed, testing conducted), how the assessment was conducted, what information was reviewed, and any measurements or testing performed.

Facts and findings

18. This section will, as relevant, include the following:
    a. information relied upon, including documents, information provided by you and any witnesses, photographs, diagrams, and any other reports/documents;
    b. assumptions;
    c. observations considered relevant in the preparation of the Expert Report;
    d. any guidance provided by any industry organisation or society of which the External Expert is a member and which is relied upon in preparing the External Report; and
    e. any applicable Codes or Standards considered.

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Limitations

19. The External Expert may include, or limit their Expert Report to, the following:

    a. any information the External Expert identified as not being available;

    b. any aspects of the Expert Report which were impacted or limited in scope due to timeframe or a lack of information; and

    c. any factors that might have affected the accuracy or completeness of the assessment.

Conclusions

20. The Expert Report will include, as relevant, the following:

    a. the opinion reached, and reasoning;

    b. any commentary on if or where multiple causes (if relevant) contributed to the loss or damage;

    c. clarification on whether any opinions are qualified; and

    d. matters supporting or contradicting the conclusion.

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Use of the External Expert Report

Consideration of the Expert Report

21. The Expert Report will be considered by us alongside all other information relevant to the claim.
22. Where reasonably practicable, material concerns, inconsistencies or gaps in any Expert Report will be raised with the External Expert before the Expert Report is relied upon for a claim Decision.
23. If you provide additional information, including your own expert report, which may affect the conclusions of the Expert Report, we will consider this information prior to making a final claim Decision.
24. We will not rely on any comment, opinion or conclusion made in the Expert Report that is outside of the scope of the External Expert's expertise, unless independently verified or otherwise supported by appropriate evidence.

Provision of the External Report to you

25. Any Expert Report we relied upon will be provided to you in line with our obligations under paragraph 85(b) of the Code, subject to any lawful basis for redaction or withholding information.

Further Expert Reports

26. Where we consider or determine an External Expert opinion is inconclusive, incomplete, materially deficient, outside the External Expert's expertise or unable to answer a material issue relevant to the claim Decision, we will determine whether we need clarification or additional information from you or the Expert Report, or an additional Expert Report. If we rely on one Expert Report over another, we will explain to you which Expert Report we relied on and why.

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