Note on the Australian Financial Complaints Authority

On 1 November 2018, the role and responsibilities of the Financial Ombudsman Service (FOS) were taken over by the Australian Financial Complaints Authority (AFCA).

AFCA provides free, fast and binding dispute resolution to consumers and small businesses. Contact 1800 931 678 or https://www.afca.org.au.
This version of the General Insurance Code of Practice took effect on 1 July 2014.

The Board of the Insurance Council of Australia is pleased to support this significant revision of the General Insurance Code of Practice.

The Code was first introduced in 1994 and has undergone multiple improvements to ensure it remains relevant and continues to meet its objectives. The current Code follows a wide-ranging 12-month independent review of the Code’s efficacy and its position within the general insurance industry. Both the review process and the development of the revised Code involved extensive consultation with a broad range of consumer, government and industry stakeholders to ensure the Code works for all parties.

The changes made to the Code in 2014 enhance and clarify the rights of consumers. The Code is written in plain English. It sets out clearer processes for making claims and complaints, and stronger and more detailed obligations for insurers to provide assistance to those experiencing financial difficulty.

The Code is supported by a transparent and independent governance framework to ensure Code compliance is effectively monitored and enforced. The body tasked with these duties is the Code Governance Committee, constituted through an association incorporated under NSW law, and comprising an independent chair, a consumer representative and an insurance industry representative.

The ICA is responsible for making sure the content of the Code meets its objectives to commit insurers to high standards of service and to promote better and more informed relationships between insurers and their customers. The Code is a living document, and the ICA will continue to make improvements as and when required.

The ICA Board believes that the General Insurance Code of Practice sets the benchmark for industry self-regulation in Australia. The Code will continue to be a significant change agent for general insurers in continuously improving customer service.

Mr Mark Milliner
President
Insurance Council of Australia
1 July 2014
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1 INTRODUCTION

1.1 We have entered into this voluntary Code with the Insurance Council of Australia (ICA). This Code commits us to uphold minimum standards when providing services covered by this Code.

1.2 We acknowledge that our customers and our relationships with them are the foundations of our business.

1.3 The terms of this Code require us to be open, fair and honest in our dealings with you.

1.4 This Code aims to work with the many laws covering our conduct and in no way limits your rights under such laws against us. This Code also deals with issues not dealt with in legislation.

1.5 The Code terms provide that you may:

(a) ask us to address an issue;
(b) access our Complaints process set out in section 10 of this Code; and/or
(c) report your concerns to the CGC.1

By agreeing to this Code, we enter into a contract with the ICA to abide by this Code. This Code does not create legal or other rights between us and any person or entity other than the ICA.

1.6 If we fail to meet our obligations under this Code, the CGC may impose sanctions on us.

1.7 Important terms which have a special meaning are identified in bold and can be found in the Definitions section on page 21 at the end of this Code.

2 OBJECTIVES

2.1 The objectives of this Code are:

(a) to commit us to high standards of service;
(b) to promote better, more informed relations between us and you;
(c) to maintain and promote trust and confidence in the general insurance industry;
(d) to provide fair and effective mechanisms for the resolution of Complaints and disputes between us and you; and
(e) to promote continuous improvement of the general insurance industry through education and training.

2.2 The objectives of this Code will be pursued having regard to the law, and acknowledging that a contract of insurance is a contract based on the utmost good faith.

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1 The Code Governance Committee.
3 APPLICATION

3.1 This Code takes effect on 1 July 2014, and we must adopt this Code within 12 months.

3.2 This Code applies to all:
(a) new policies and renewed policies of insurance entered into with us; and
(b) new claims2 and Complaints received by us, after we have adopted this Code.3

3.3 If this Code applies, previous codes do not.

3.4 This Code applies to all industry participants who have adopted it. Members of the ICA, any other general insurers, and such other entities as are approved by the ICA, may adopt this Code.

3.5 This Code covers all general insurance products except Workers Compensation, Marine Insurance, Medical Indemnity Insurance and Motor Vehicle Injury Insurance. It does not cover reinsurance.

3.6 This Code does not apply to life and health insurance products issued by life insurers or registered health insurers.

3.7 This Code applies differently to Retail Insurance and Wholesale Insurance. The following sections apply to Retail Insurance only:
(a) Buying insurance – section 4
(b) Standards for our Service Suppliers – section 6
(c) Claims – section 7
(d) Catastrophes – section 9
(e) Complaints and disputes – section 10
All other sections apply to both Retail Insurance and Wholesale Insurance.

3.8 Under a Co-Insurance arrangement, if one or more of the insurers has not adopted this Code, then that policy is not covered by this Code.

3.9 Where there is any conflict or inconsistency between this Code and any Commonwealth, State or Territory law, that law prevails.

3.10 Where this Code imposes an obligation on us in addition to obligations applying under a law, we will also comply with this Code except where doing so would lead to a breach of a law.

2 New claims received by us after we have adopted this Code will be covered by sections 6, 7, 8, 9 and 10 of this Code.
3 The 2012 code will continue to apply to all policies of organisations who have not yet adopted this Code, prior to 1 July 2015. Conduct that occurred before we adopted this Code will be measured against the 2012 code standards, but will be covered by our Complaints process set out in section 10 of this Code, and the monitoring, enforcement and sanctions provisions set out in section 13 of this Code.
4 BUYING INSURANCE

4.1 This section applies to Retail Insurance only.

4.2 In this section, “you” means an Insured only.

4.3 This section applies to the initial enquiry and buying of insurance and renewal of cover.

4.4 Our sales process and the services of our Employees and our Authorised Representatives will be conducted in an efficient, honest, fair and transparent manner, in accordance with this section.

4.5 We will take reasonable steps to ensure that our communications with you are in plain language.

4.6 We will only ask for and rely on information and documents relevant to our decision in assessing an application for insurance.

4.7 Where we identify, or you tell us about, an error or mistake in your application or in the information or documents we have relied on in assessing your application, we will immediately initiate action to correct it.

4.8 If we cannot provide you with insurance, we will:
   (a) give you our reasons;
   (b) supply you with the information we relied on in assessing your application if you request it, in accordance with section 14 of this Code;
   (c) refer you to the ICA or the National Insurance Brokers Association of Australia (NIBA) for information about alternative insurance options, or another insurer; and
   (d) provide details of our Complaints process, if you tell us you are unhappy with our decision.

CANCELLATION RIGHTS

4.9 You may be entitled to cancel your insurance policy and obtain a refund, in accordance with the terms of your policy. If you cancel your policy, any money we owe you will be sent to you within 15 business days.4

4.10 Where you have an Instalment Policy and we have not received an instalment payment, 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.

If after sending the above notice we do not receive the instalment payment, we will send you a second notice in writing, either:
   (a) prior to cancellation, informing you that your Instalment Policy is being cancelled for non-payment; or
   (b) within 14 days after cancellation by us, confirming our cancellation of your Instalment Policy.

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4 In cases where you buy insurance through an insurance broker, different arrangements will apply. Ask your broker what arrangements apply to you.
5 STANDARDS FOR OUR EMPLOYEES AND AUTHORISED REPRESENTATIVES

5.1 When our Employees or Authorised Representatives are acting on our behalf, we will:

(a) provide them with, or require them to receive, appropriate education and training to provide their services competently and to deal with you professionally, including training on this Code;

(b) only allow our Employees and our Authorised Representatives to provide services that match their expertise;

(c) measure the effectiveness of training by monitoring the performance of our Employees’ and our Authorised Representatives’ services;

(d) provide or require appropriate education and training to correct any identifiable performance shortcomings in our Employees’ or Authorised Representatives’ services; and

(e) keep our Employees’ education and training records for a minimum of five years and make them available to the CGC on request, and require our Authorised Representatives to do the same.

5.2 Our Authorised Representatives will notify us of any Complaint they receive against them while they are acting on our behalf, and we will handle such Complaints under our Complaints process.

5.3 When providing a service to you, our Authorised Representatives will inform you of the service they have been authorised to provide on our behalf, and our identity.

5.4 The CGC may include any recommendations on education and training in its quarterly reports to the ICA Board.

AUTHORISED FINANCIAL SERVICES LICENSEES ACTING ON OUR BEHALF

5.5 We may contract with other persons who are not our Authorised Representatives but who are licensed by ASIC to sell insurance products. These may include insurance brokers, banks, or credit unions. If they do not comply with this Code when selling our products on our behalf, you can:

(a) ask us to address the matter; and

(b) report your concerns to the CGC.
6 STANDARDS FOR OUR SERVICE SUPPLIERS

6.1 This section applies to Retail Insurance only.

6.2 Our Service Suppliers will provide services on our behalf in an honest, efficient, fair and transparent manner, in accordance with this section.

6.3 We will only appoint Service Suppliers who:
   (a) reasonably satisfy us at the time of appointment that they are, and their employees are, qualified by education, training or experience to provide the required service competently and to deal with you professionally (including but not limited to whether they hold membership with any relevant professional body); and
   (b) hold a current licence, if required by law.

6.4 Our contracts with our Service Suppliers entered into after we have adopted this Code must reflect the standards of this Code as they relate to the services of the Service Supplier.

6.5 A Service Supplier must obtain our approval before subcontracting their services.

6.6 When providing a service to you, our Service Suppliers will inform you of the service they have been authorised to provide on our behalf, and our identity.

6.7 Our Service Suppliers must notify us about any Complaint about a matter under this Code when acting on our behalf. We will handle Complaints relating to our Service Suppliers when they are acting on our behalf under our Complaints process.
7 CLAIMS

7.1 This section applies to Retail Insurance only.

7.2 We will conduct claims handling in an honest, fair, transparent and timely manner, in accordance with this section.

7.3 We will only ask for and rely on information relevant to our decision when deciding on your claim.

7.4 Where we identify, or you tell us about, an error or mistake in dealing with your claim, we will immediately initiate action to correct it.

7.5 If any of the timeframes in this section 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.

7.6 Our Complaints process set out in section 10 of this Code is available to you, if you wish to make a Complaint about any aspect of our claims handling.

URGENT FINANCIAL NEED OF BENEFITS

7.7 Where you reasonably demonstrate to us that you are in urgent financial need of the benefits you are entitled to under your insurance policy as a result of the event causing the claim, we will:

(a) fast-track the assessment and decision process of your claim; and/or
(b) make an advance payment to assist in alleviating your immediate hardship within five business days of you demonstrating your urgent financial need; and
(c) provide details of our Complaints process, if you are not happy with our decision.

MAKING A CLAIM

7.8 You are entitled to ask us if your insurance policy covers a particular loss before a claim is lodged. In answering, we will not discourage you from lodging a claim, and will inform you that the question of coverage will be fully assessed if a claim is lodged.

7.9 If you make a claim and we do not require further information, assessment or investigation, we will decide to accept or deny your claim and notify you of our decision within ten business days of receiving your claim.

7.10 If you make a claim and we require further information or assessment, within ten business days of receiving your claim we will:

(a) notify you of any information we require to make a decision on your claim;
(b) if necessary, appoint a loss assessor or loss adjuster; and
(c) provide an initial estimate of the timetable and process for making a decision on your claim.
7 CLAIMS (CONTINUED)

7.11 We will assess your claim on the basis of all relevant facts, the terms of your insurance policy, and the law.

7.12 If we appoint a loss assessor, loss adjuster or investigator, we will notify you within five business days of their appointment.

7.13 We will keep you informed about the progress of your claim at least every 20 business days.

7.14 We will respond to routine requests made by you about your claim within ten business days.

7.15 If we engage an External Expert to provide a report which is necessary to assess your claim, we will ask them to provide their report to us within 12 weeks of the date of their engagement. If the External Expert cannot meet or fails to meet this timeframe, we will inform you of this, and keep you informed of our progress in obtaining the report.

DECISION

7.16 Once we have all relevant information and have completed all enquiries, we will decide whether to accept or deny your claim and notify you of our decision within ten business days.

7.17 Our decision will be made within four months of receiving your claim, unless Exceptional Circumstances apply. If we do not make a decision within four months, we will provide details of our Complaints process.

7.18 Where Exceptional Circumstances apply, our decision will be made within 12 months of receiving your claim. If we do not make a decision within 12 months, we will provide details of our Complaints process.

7.19 If we deny your claim, we will:

(a) give you reasons for our decision in writing;
(b) inform you of your right to ask for the information about you that we relied on in assessing your claim, and supply the information within ten business days if you request it, in accordance with section 14 of this Code;
(c) inform you of your right to ask for copies of any Service Suppliers’ or External Experts’ reports that we relied on in assessing your claim, and supply the reports within ten business days if you request them, in accordance with section 14 of this Code; and
(d) provide details of our Complaints process.

5 An appointed loss assessor, loss adjuster or investigator may be an Employee or a Loss Assessor/Loss Adjuster/Investigator.
REPAIR WORKMANSHIP AND MATERIALS

7.20 Where we have selected and directly authorised a repairer, we will:

(a) accept responsibility for the quality of the workmanship and materials; and
(b) handle any Complaint about the quality or timeliness of the work or conduct of the repairer under our Complaints process.

COMPLIANCE WITH TIMETABLES

7.21 We must comply with the timetables in this section, unless:

(a) our conduct complied with an alternative timetable agreed with you; or
(b) our conduct and the timetable were reasonable in all the circumstances; or
(c) the cause of the non-compliance was a delay in the supply of a report from an External Expert, and we had engaged the External Expert in accordance with this section, and used our best endeavours to obtain the report in time.

7.22 The standards of this section do not apply if you have commenced any proceedings in any court, tribunal or under any other dispute handling process (other than AFCA) in respect of your claim.
8 FINANCIAL HARDSHIP

8.1 For the purposes of this section only, the definition of “you” means:
(a) an individual Insured or Third Party Beneficiary who owes us money under an insurance policy we have issued; and
(b) an individual we are seeking recovery from, for damage or loss caused by them to an Insured or Third Party Beneficiary we cover under an insurance policy.

8.2 This section does not apply to the payment of premiums under an insurance policy we have issued.

WHERE YOU OWE US MONEY

8.3 If you owe us money, and you experience Financial Hardship, you may ask us to assess whether you are entitled to assistance.

8.4 If you inform us that you are experiencing Financial Hardship, we will supply you with an application form for Financial Hardship assistance, and contact details for the national financial counselling hotline 1800 007 007.

8.5 In assessing your request for Financial Hardship assistance, reasonable evidence of your Financial Hardship may assist us, such as:
(a) for Centrelink clients, your Centrelink statements; or
(b) evidence of serious illness that prevents you from earning income, unemployment or disability, including disability caused by mental illness.

We will only request information from you that is reasonably necessary to assess your application for Financial Hardship assistance.

8.6 We will notify you about our assessment of whether you are entitled to assistance for your Financial Hardship as soon as reasonably practicable. If we determine that you are not entitled to Financial Hardship assistance, we will provide you with the reasons for our decision, and information about our Complaints process.

8.7 If you make a request for Financial Hardship assistance in relation to an amount we seek from you, we will contact any relevant Collection Agent and put on hold any recovery action in relation to that amount until we have assessed your request and notified you of our decision.

8.8 If we determine that you are entitled to Financial Hardship assistance:
(a) we will work with you to consider an arrangement that could include:
   (i) extending the due date for payment;
   (ii) paying in instalments;
   (iii) paying a reduced lump sum amount;
   (iv) postponing one or more instalment payments for an agreed period; or
   (v) a combination of the above options,
   and we will confirm any agreed arrangement in writing;
(b) if you are an Insured or Third Party Beneficiary, at your request we will notify any financial institution with an interest in your insurance policy;
(c) you may ask us for a release, discharge or waiver of a debt or obligation; however, you are not automatically entitled to a release, discharge or waiver;
(d) if we agree to release, discharge or waive a debt or obligation, we will confirm this in writing, and if you are an Insured or Third Party Beneficiary, at your request we will notify any financial institution with an interest in your insurance policy;
(e) if we are unable to reach an agreement, we will provide details of our Complaints process.

8.9 If we determine you are not entitled to Financial Hardship assistance in relation to an amount we seek from you, and your circumstances change, you can make a further request for Financial Hardship assistance in relation to that amount. While assessing your further request, it will be at our discretion whether we again put any recovery action on hold.

COLLECTION OF MONIES OWED

8.10 If we authorise an agent to send you any communication about money you owe us, that communication will identify us as the insurer on whose behalf the agent is acting, and it will specify the nature of our claim against you.

8.11 We will require our agents to notify us, or to tell you to notify us, if you inform them that you are experiencing Financial Hardship, and require them to provide you with details of our Financial Hardship process.

8.12 We and our agents will comply with the ACCC and ASIC debt collection guideline when taking any recovery action.

8.13 If you inform us that you intend to declare bankruptcy, we will work with you or your representative to provide a written confirmation of the debt you owe us for the purposes of bankruptcy. If we cannot reach an agreement, we will provide details of our Complaints process.
9 CATASTROPHES

9.1 This section applies to Retail Insurance only.

9.2 We will respond to Catastrophes in an efficient, professional and practical way, and in a compassionate manner.

9.3 If you have a property claim resulting from a Catastrophe and we have finalised your claim within one month after the Catastrophe event causing your loss, you can request a review of your claim if you think the 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 about:

(a) this entitlement when we finalise your claim; and
(b) our Complaints process.

9.4 We will co-operate and work with the ICA on industry coordination and communications under the ICA Industry Catastrophe Coordination Arrangements.

9.5 The CGC may include any recommendations on the ICA Industry Catastrophe Coordination Arrangements in its quarterly report to the ICA Board.
10 COMPLAINTS AND DISPUTES

10.1 This section applies to Retail Insurance only.

10.2 The CGC may include any recommendations on our Complaints process in its quarterly reports to the ICA Board.

INTERNAL COMPLAINTS PROCESS

10.3 You are entitled to make a Complaint to us about any aspect of your relationship with us.

10.4 We will conduct Complaints handling in a fair, transparent and timely manner, in accordance with this section.

10.5 We will make available information about your right to make a Complaint and about our processes for dealing with Complaints on our website and in our relevant written communications.

10.6 We will only ask for and rely on information relevant to our decision in dealing with Complaints. We will supply you with the information we relied on in assessing your Complaint within ten business days, if you request it, in accordance with section 14 of this Code.

10.7 Where we identify, or you tell us about, an error or mistake in handling your Complaint, we will immediately initiate action to correct it.

10.8 We will notify you of the name and relevant contact details of the Employee assigned to liaise with you in relation to your Complaint at each stage of the Complaints process.

10.9 Our Complaints process described below does not apply to your Complaint if we resolve it to your satisfaction by the end of the fifth business day after your Complaint was received by us, and you have not requested a response in writing. This exemption to the Complaints process does not apply to Complaints about a Declined Claim, the value of a claim, or about Financial Hardship.

10.10 Stage One and Stage Two of our Complaints process described below will not exceed 45 calendar days in total, unless we are unable to provide you with a final decision within 45 calendar days. If we are unable to provide you with a final decision within 45 calendar days, we will inform you before the end of that period of the reasons for the delay and your right to take your Complaint to AFCA together with contact details for AFCA.

STAGE ONE

10.11 We will respond to your Complaint within 15 business days of the date of receipt of your Complaint, provided we have all necessary information and have completed any investigation required.
10.12 If we cannot respond within 15 business days because we do not have all necessary information or we have not completed our investigation:

(a) we will let you know as soon as reasonably practicable within the 15-business-day timeframe, and agree a reasonable alternative timetable with you. If we cannot reach an agreement on an alternative timetable, we will advise you of your right to take your Complaint to Stage Two of the Complaints process; and

(b) we will keep you informed about the progress of our response at least every ten business days, unless you agree otherwise.

10.13 We will respond to your Complaint in writing and tell you:

(a) our decision in relation to your Complaint;

(b) the reasons for our decision;

(c) your right to take your Complaint to Stage Two if our decision at Stage One does not resolve your Complaint to your satisfaction; and

(d) if you are still not satisfied with our decision after Stage Two, your right to take your Complaint to AFCA together with contact details for AFCA and the timeframe within which you must take your Complaint to AFCA.

STAGE TWO

10.14 If our Stage One decision does not resolve your Complaint to your satisfaction, you may advise us that you wish to take your Complaint to Stage Two.

10.15 If you advise us that you wish to take your Complaint to Stage Two, your Complaint will be reviewed by an Employee or Employees with the appropriate experience, knowledge and authority, who is/are, to the extent it is practical, different from the person or persons whose decision or conduct is the subject of the Complaint, or who was/were involved in the Stage One decision.

10.16 We will keep you informed about the progress of our review at least every ten business days.

10.17 We will respond within 15 business days of the date you advise us that you wish to take your Complaint to Stage Two, provided we have all necessary information and have completed any investigation required.

10.18 If we cannot respond within 15 business days because we do not have all necessary information or we have not completed our investigation, we will let you know as soon as reasonably practicable within the 15-business-day timeframe, and agree a reasonable alternative timetable with you. If we cannot reach an agreement on an alternative timetable, we will advise you of your right to take your Complaint to AFCA.
Our response to the review of your Complaint will be in writing and will include:

(a) our final decision in relation to your Complaint and the reasons for that decision; and

(b) your right to take your Complaint to AFCA if you are not satisfied with our decision, together with contact details for AFCA and the timeframe within which you must take your Complaint to AFCA.

EXTERNAL DISPUTE RESOLUTION

We subscribe to the independent external dispute resolution scheme administered by AFCA.

AFCA is available to customers and third parties who fall within the AFCA Terms of Reference.

If our decision at Stage Two does not resolve your Complaint to your satisfaction, or if we do not resolve your Complaint within 45 calendar days of the date we first received your Complaint, you may refer your Complaint to AFCA.

External dispute resolution determinations made by AFCA are binding upon us in accordance with the AFCA Terms of Reference.

If AFCA advises you that the AFCA Terms of Reference do not extend to you or your dispute, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.
11 INFORMATION AND EDUCATION

11.1 The ICA is responsible for the promotion of this Code to consumers and to industry participants that have not yet adopted this Code.

11.2 The ICA will work with the CGC, the relevant regulator and stakeholders to encourage all general insurers and other industry participants that carry on business in Australia to adopt this Code.

11.3 The ICA may develop guidance documents from time to time, to assist us in meeting our obligations under this Code.

11.4 The CGC may include any recommendations on Code promotion in its quarterly reports to the ICA Board.

11.5 We will work with the ICA to promote and champion this Code.

11.6 We will provide information about this Code on our websites and in our product information where we consider it appropriate to do so.

11.7 We will work with the ICA to provide general information to assist you in accessing insurance products.

11.8 We will work with the ICA to initiate programmes to promote insurance, financial literacy and the insurance industry, and we will support ICA initiatives aimed at education on general insurance.

11.9 The CGC may include any recommendations on education relevant to the operation of this Code in its quarterly reports to the ICA Board.
12 CODE GOVERNANCE

12.1 The CGC is the independent body responsible for monitoring and enforcing compliance with this Code.

12.2 The CGC is made up of:
   (a) a consumer representative;
   (b) an industry representative; and
   (c) an independent chair.

12.3 The CGC is responsible for monitoring and enforcing our compliance with this Code, in accordance with section 13 of this Code.

12.4 The CGC’s constitution, functions and powers are set out in the CGC Charter.

12.5 The CGC is responsible for providing quarterly reports to the ICA Board, with recommendations on any Code improvements, Code-related issues and matters of importance.

12.6 The CGC may outsource to an appropriate service provider any of the responsibilities of the CGC set out in sections 13.7 to 13.9 of this Code.

12.7 The ICA is responsible for commissioning formal independent reviews of this Code from time to time. The CGC may recommend to the ICA Board that this Code be reviewed, if the CGC believes the application of this Code is not meeting the objectives outlined in section 2 of this Code.

12.8 In addition to formal independent reviews of this Code, the ICA will consult with the CGC, AFCA consumer and industry representatives, relevant regulators and other stakeholders to develop this Code on an ongoing basis.
13 MONITORING, ENFORCEMENT AND SANCTIONS

13.1 You can report alleged breaches of this Code to the CGC.

OUR RESPONSIBILITY

13.2 We will:
(a) have appropriate systems and processes in place to enable the CGC to monitor compliance with this Code;
(b) prepare an annual return to the CGC on our compliance with this Code; and
(c) have a governance process in place to report on our compliance with this Code to our Board of Directors or executive management.

13.3 If we identify a Significant Breach of this Code, we will report it to the CGC within ten business days.

13.4 We will be in breach of this Code if our Employees, our Authorised Representatives, or our Service Suppliers fail to comply with this Code when acting on our behalf.

13.5 We will cooperate with the CGC in its:
(a) review of our compliance with this Code; and
(b) investigations of any alleged Code breach.

13.6 We will apply corrective measures within set timeframes, as agreed with the CGC, in response to a Code breach.

CGC RESPONSIBILITY

13.7 The CGC is responsible for monitoring and enforcing compliance with this Code.

13.8 The CGC will prepare annual public reports containing aggregate industry data and consolidated analysis on Code compliance.

13.9 The CGC will:
(a) receive allegations about breaches of this Code;
(b) investigate alleged breaches at its discretion in accordance with this Code;
(c) provide an opportunity for us to respond to alleged breaches;
(d) determine whether a breach has occurred;
(e) agree with us any corrective measure(s) to be implemented by us and the relevant timeframe(s); and
(f) monitor the implementation of any corrective measures by us and determine if they have been implemented within the agreed timeframe.

13.10 The CGC may provide any recommendations on Code improvements as a response to its monitoring and enforcement, in its quarterly reports to the ICA Board.
SANCTIONS

13.11 If the CGC considers we have failed to correct a Code breach, it will:
   (a) notify our Chief Executive Officer in writing; and
   (b) provide an opportunity for us to respond within 15 business days.

13.12 The CGC will consider any response by us before making a final determination and imposing any sanctions.

13.13 The CGC will notify our Chief Executive Officer in writing of its decision regarding any failure to correct a Code breach and any sanctions to be imposed.

13.14 When determining any sanctions to be imposed, the CGC will consider:
   (a) the principles and objectives of this Code;
   (b) the appropriateness of the sanction; and
   (c) whether the breach is a Significant Breach.

13.15 The CGC may impose one or more of the following sanctions:
   (a) a requirement that particular rectification steps be taken by us within a specified timeframe;
   (b) a requirement that a compliance audit be undertaken;
   (c) corrective advertising; and/or
   (d) publication of our non-compliance.

13.16 The CGC’s decisions are binding on us.

AFCA RESPONSIBILITY

13.17 AFCA may report possible Code breaches to the CGC.
14 ACCESS TO INFORMATION

14.1 We will abide by the principles of the Privacy Act 1988 when we collect, store, use and disclose personal information about you.

14.2 Subject to 14.4, you will have access to information about you that we have relied on in assessing your application for insurance cover, your claim or your Complaint, if you request.

14.3 Subject to 14.4, you will also have access to reports from Service Suppliers or External Experts that we have relied on in assessing your claim, if you request.

14.4 In special circumstances, we may decline to provide access to or disclose information to you, such as:
   (a) where information is protected from disclosure by law, including the Privacy Act 1988;
   (b) where, in the case of a claim, the claim is being or has been investigated; or
   (c) where the release of the information may be prejudicial to us in relation to a dispute about your insurance cover or your claim (except in the case of External Experts’ reports), or in relation to your Complaint.

14.5 If we decline to provide access to or disclose information to you:
   (a) we will not do so unreasonably;
   (b) we will give you reasons for doing so; and
   (c) we will provide details of our Complaints process.
ACCC means the Australian Competition and Consumer Commission.

AFCA means the Australian Financial Complaints Authority.

APRA means the Australian Prudential Regulation Authority.

ASIC means the Australian Securities and Investments Commission.

Authorised Representative means a person, company or other entity authorised by us to provide financial services on our behalf under our Australian Financial Services licence, in accordance with the Corporations Act 2001.

Business days are Monday to Friday, excluding public holidays.

Catastrophe means an event declared by the ICA to be a catastrophe, including, but not limited to, fire, flood, earthquake, cyclone, severe storm and hail, resulting in a large number of claims and involving multiple insurers.

CGC means the Code Governance Committee as explained in Section 12.

Claims Management Service means a person or company who is not our Employee but is contracted by us to manage your claim on our behalf.

Co-Insurance means where two or more insurers agree to insure a proportion of the same risk under the same policy.


Collection Agent means a person or company who is not our Employee but is contracted by us to recover money owing to us.

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

Declined Claim means you have made a claim on an insurance policy, and:

(a) we have declined or not accepted the claim; or
(b) we have not determined the claim within 10 business days of receiving all the information necessary to do so.

Employee means a person employed by us or by a related entity that provides services to which this Code applies.

Exceptional Circumstances means:

(a) the claim arises from an extraordinary Catastrophe as declared by the ICA Board;
(b) the claim is fraudulent or we reasonably suspect fraud;
(c) there is a failure by you to respond to our reasonable inquiries or requests for documents or information concerning your claim;
(d) there are difficulties in communicating with you in relation to the claim due to circumstances beyond our control; or
(e) you request a delay in the claims process.

External Expert means a person or company who is not our Employee or a Service Supplier, but is contracted by us solely to provide an expert opinion as to the likely cause of your loss or damage.

Financial Hardship means where you have difficulty meeting your financial obligations to us.
ICA means the Insurance Council of Australia.

in writing means a communication conveyed by mail or electronically via email, facsimile or text message.

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

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

Investigator means a person or company who is not our Employee but is contracted by us to verify the circumstances relating to your claim.

Loss Assessor or Loss Adjuster means a person or company who is not our Employee but is contracted by us to examine the circumstances of your claim, assess the damage or loss, determine whether your claim is covered under your policy, assist in obtaining repair/replacement quotes and help settle the claim.


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.

NIBA means the National Insurance Brokers Association of Australia.

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

Service Supplier means an Investigator, Loss Assessor or Loss Adjuster, Collection Agent, Claims Management Service (including a broker who manages claims on behalf of an insurer) or its approved sub-contractors acting on our behalf.

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

(a) the number and frequency of similar previous breaches;
(b) the impact of the breach or likely breach on our ability to provide our services;
(c) the extent to which the breach or likely breach indicates that our arrangements to ensure compliance with Code obligations is inadequate;
(d) the actual or potential financial loss caused by the breach; and
(e) the duration of the breach.
Small Business means a business that employs:

(a) less than 100 people, if the business is or includes the manufacture of goods; or
(b) otherwise, less than 20 people.

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

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

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

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

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