NOTICE OF FILING

Details of Filing

Document Lodged:	Concise Statement
Court of Filing	FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment:	10/04/2025 4:29:39 PM AEST
Date Accepted for Filing:	10/04/2025 5:12:48 PM AEST
File Number:	VID448/2025
File Title:	AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION v HOLLARD INSURANCE PARTNERS LIMITED (ACN 067 524 216)
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

Form NCF1

CONCISE STATEMENT

No. of 2025

Federal Court of Australia
District Registry: Victoria
Division: General

IN THE MATTER OF HOLLARD INSURANCE PARTNERS LIMITED (ACN 067 524 216)

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION
Plaintiff

HOLLARD INSURANCE PARTNERS LIMITED (ACN 067 524 216)
Defendant

A. Nature of proceeding

1. The defendant (**Hollard**) was at all material times an insurer under contracts of insurance within the meaning of the *Insurance Contracts Act 1984* (Cth) (the **Act**). As at October 2021, Hollard held the rights and responsibilities as insurer under a Home Insurance Policy for home building and contents insurance (No HOM1612182) (**Policy**).

2. On 31 October 2021, the Insured (a couple) under the Policy made a claim against Hollard for storm damage to their home, including damage to the roof and fencing. Hollard accepted the claim for storm damage, but did not make adequate emergency repairs, did not arrange temporary alternative accommodation for the Insured until 31 March 2023, and did not notify the Insured until 28 April 2023 that it declined coverage of replacement of the roof due to it having been constructed with undersized trusses. During the delays and absence of clear communication from Hollard, the Insured suffered uncertainty and risk of harm while living in damp and mouldy conditions, and their home ultimately became uninhabitable and irreparable.

3. The plaintiff, the Australian Securities and Investments Commission (**ASIC**), contends that Hollard contravened s 13 of the Act by failing to act towards the Insured with the utmost good faith in respect of its assessment of the Insured's claim. Hollard failed to handle the claim in a fair, transparent and timely manner, consistently with commercial standards of decency and fairness, and with due regard to the interests of the Insured. In particular, Hollard conducted the assessment with extended and unnecessary delays, by following a non-expert opinion in the face of expert advice, without clear communication to the Insured, and inconsistently with provisions of the *General Insurance Code of Practice* (**Code**) and Hollard's internal policies and procedures.

B. Relief sought from the Court

4. ASIC seeks declarations and pecuniary penalties as set out in the Originating Process.

Filed on behalf of	Australian Securities and Investments Commission, the Plaintiff		
Prepared by	Georgina Thomas, Lawyer, Australian Securities and Investments Commission		
Tel	0478 366 042	Fax	N/A
Email	georgina.thomas@asic.gov.au	Ref	CAS-130356-N4T5Q1
Address for service	Level 7, 120 Collins St Melbourne VIC 3000		

C. Important facts giving rise to the claim

C1. Background

5. In or about 2001, the Insured took out a policy for home building and contents insurance in respect of their home at Scotsburn, Victoria (**Property**). The Insured thereafter renewed the Policy annually, including in or about April 2021 with an effective renewal date of 2 June 2021 and an expiry date of 1 June 2022. On 30 September 2022 Hollard acquired the general insurance business of Commonwealth Insurance Limited known as 'CommInsure', and thereby acquired the rights and responsibilities as insurer under the Policy.

6. There were terms of the Policy that:

   (a) the Policy covered the Insured's building and contents (and boundary fences) for loss or damage caused by storm (pages 29 and 34);

   (b) the Policy did not cover for loss, damage or liability caused directly, indirectly by or in any way connected with defects, structural or design faults, faulty workmanship or faulty design, or directly caused by wear and tear (page 54);

   (c) if Hollard paid the Insured's claim as a result of an Insured Event and the damage at the Property was so extensive that the Insured could no longer live there, Hollard would pay the Insured's reasonable accommodation costs (page 39);

   (d) if the Insured's building and/or contents were damaged as a result of an Insured Event, Hollard would pay the reasonable costs of any emergency work or temporary repairs required to protect the Insured's building and/or contents against further loss or damage (page 42); and

   (e) Hollard was "*proud to be a signatory to*" the Code (page 71).

7. The Policy was a contract of insurance to which the Act applied. Pursuant to s 13(1) of the Act, the Policy was based on the utmost good faith and a provision was implied in the Policy requiring Hollard to act towards the Insured, in respect of any matter arising under or in relation to the Policy, with the utmost good faith (**Implied Term of Utmost Good Faith**).

8. At the relevant time, there were terms of the Code as set out in **Schedule 1** to this Concise Statement.

9. Further, at the relevant time, there were terms of Hollard's internal policies and procedures as set out in **Schedule 2** to this Concise Statement.

10. At all material times, Hollard retained Inserve Australia Limited (ACN 147 747 869) trading as 'Construct Services' (**CS**) to provide claims assessment, management and residential repair services. CS acted as Hollard's agent in handling a claim to which it was appointed. Hollard was responsible for CS's acts and omissions done within the scope of its authority as Hollard's agent, and Hollard was fixed with CS's knowledge.

C2. Claim – 29 October 2021 storm event

11. On 29 October 2021 there was a storm at the Property causing damage to the roof, rear porch, one bedroom and boundary fencing.

12. On 31 October 2021 the Insured lodged a claim with Hollard. On the same day, Hollard allocated the claim to CS. On or about 3 November 2021 there was further damage to the

Property as storm conditions continued. The Insured reported to Hollard that roof tiles and capping were dislodged by high winds.

13. On 15 November 2021 CS attended the Property and completed an inspection report. The report described damage to the roof as follows: "[v]*iolent wind damage occurred where roof tiles, ridge cap tiles, hotwater system and supporting rafters have damaged beyond repair and requires replacement.*" The report concluded that the damage to the roof, and the fencing, was caused by the storm. The report included a note that a structural engineer was required to attend and investigate and provide a full scope of works for rectification and repair. The quotation attached to the report included $1,550 for an engineer and $9,100 for installation of new ridge capping.

14. On 29 November 2021 **Trotta** Plumbing Pty Ltd (engaged by CS) inspected the roof at the Property and delivered a report. That report also concluded that the storm was the cause of damage to the roof. Trotta also performed some make-safe works at the Property.

15. On 17 December 2021 CS told Hollard that "[w]*e require the Go Ahead to engage a structural engineer to inspect the roof cavity*". On 24 December 2021 CS advised Hollard that water ingress from the damaged roof was continuing and could not be stopped until repairs were carried out.

C3. Hollard accepts the claim but delays in further assessment and emergency repairs

16. On 24 January 2022 Hollard wrote to the Insured to advise that it had accepted the claim in respect of the roof and boundary fencing. On the same day, an entry in CS's file keeping system recorded: "[CS] *to appoint an Engineer and we approve this request*".

17. On 25 January 2022 CS made handover notes recording that "[t]*he makesafes have not been able to stop the water ingress and this will grow in size*."

18. On 9 February 2022 the Insured told CS that the scope of works misstated the perimeter of the boundary fence to be repaired. On 25 February 2022 **Sky High** Building Services attended the Property to re-measure the perimeter of the boundary fence.

19. On 28 February 2022 CS prepared a variation to its initial inspection report to account for the revised perimeter measurement.

20. Between late February and April 2022 there was no activity on the claim. On 5 April 2022 Hollard queried with CS an increase in the per metre cost of the fencing works.

21. On 16 April 2022 the Insured told Hollard that the roof appeared to be sagging and new leaks were emerging inside the home.

22. During May 2022 there was no progress in assessing the claim. On 31 May 2022 the Insured requested urgent progress and told CS about more leaks at the Property.

23. On or about 20 June 2022 Hollard approved CS's varied scope of works with the re-measured fencing.

24. In late June and early July 2022 Sky High attended the Property again to carry out make-safe repairs to try and stop the leaks. On 1 July 2022 Sky High recommended to CS the appointment of an engineer to assess the roof trusses.

C4. Structural engineer engaged and reports on cause of damage

25. On 20 July 2022 CS noticed that an engineer had never been engaged (despite recommendation in their original inspection report on 15 November 2021, and later suggested by Sky High). On 26 July 2022 CS engaged Skilled Design Consultants (**SDC**) as engineers to prepare a report. On 9 August 2022 SDC inspected the Property.

26. On 25 August 2022 SDC provided their report. SDC concluded that damage to the roof described in the report, including sagging of the ridge, was attributed to the storm event. SDC recommended that an approved roof framing contractor carry out an inspection of roof trusses, bracing battens and connections, and perform necessary repairs. But Hollard did not engage a roof framing contractor.

C5. CS forms a different view as to roof damage

27. On or about 8 September 2022 a CS file manager, Mr Fennell, attended the Property. Mr Fennell was not an engineer. He looked in the roof cavity and formed a view that "*the roof trusses and rafters are very undersized and not braced adequately for a terracotta roof*". He formed a view that a complete replacement of the roof was required. Mr Fennell was concerned that the roof might collapse at any moment, and recommended to Hollard that the Insured be offered temporary accommodation.

28. On the same day, Hollard made a note that temporary accommodation was to be offered to the Insured. But no offer was made.

29. On 5 and 7 October 2022 Hollard sent an email and spoke to one of the Insured by telephone. Hollard told the Insured that their claim for damage to the roof was accepted, but CS had advised that a full roof replacement was recommended, and as CS were unable to warrant works, they were recommending a cash settlement for the Insured to engage a qualified trade to conduct the works. Hollard's file records a claims officer saying to the Insured by telephone that the cash settlement would not include the cost of roof replacement, and that Hollard would request a scope of works for the portion of roof subject to a cash settlement. Hollard did not provide a clear and formal written communication of its decision.

C6. Insured's complaints to Hollard, and fencing and temporary accommodation

30. In the telephone call on 7 October 2022 the Insured made a complaint to Hollard about delays, lack of communication and the proposed cash settlement excluding the cost of roof replacement.

31. On 12 October 2022 CS issued a building contract for approval by the Insured. The scope of works for fence repairs was still wrong.

32. On 4 November 2022 Hollard determined the Insured's complaint by proposing that its claims team contact the Insured to discuss the status of the claim, and to offer the Insured $1,000 in settlement and to assist the Insured to obtain their own expert report. On 6 November 2022, having not had contact from Hollard, the Insured sought clarification as to what parts of the claim had been accepted and what had been declined.

33. On 11 November 2022 Hollard made a note of the Insured's requests for details of what damage was declined, and information provided by the external engineer engaged by CS, and also requests for remediation of mould and temporary accommodation.

34. On 13 November 2022 CS finally issued, and the Insured returned, a signed building contract which included a correct scope of works for the fence repairs.

35. On 20 February 2023 the Insured told Hollard that they had not received any communication for several months, that mould was growing throughout the house and the ceiling was about to collapse.

36. On 24 February 2023 the Insured contacted Hollard to obtain an update in relation to the claim and requested reports from the builder and engineer. Hollard provided to the Insured a copy of the three reports it had obtained in relation to the roof damage from CS's inspection, Trotta and SDC, but did not provide any report in relation to the observations and views formed by Mr Fennell in September 2022.

37. On 31 March 2023 Mr Fennell informed Hollard that the Insured's home was nearly uninhabitable and the roof was sagging, which may have been exacerbated by the storm but the main cause of which was age or wear and tear.

38. On the same day Hollard called the Insured, who expressed concern about the condition of the house (including sagging wet ceilings) and for their safety. The Insured said they were wanting to dispute the adequacy of the proposed cash settlement, but Hollard informed them that a settlement amount needed to be offered before a dispute could be lodged. Hollard nevertheless proceeded to register a complaint. Hollard agreed to arrange temporary accommodation and remediation of the mould. Later on or about 31 March 2023 the Insured went into temporary accommodation.

39. On 11 April 2023 the Insured contacted Hollard to follow up on coverage of roof replacement, and were informed that it was still pending confirmation for a full or partial acceptance.

40. On 13 April 2023 Hollard determined the Insured's complaint by confirming it declined cover for a full roof replacement on the ground that CS had conducted a structural assessment and deemed the damage sustained to the trusses was not a result of the storm event.

41. On 16 April 2023 the Insured asked Hollard to explain why roof replacement was not covered when the three reports which had been provided had all concluded that the damage was caused by the storm.

42. On 28 April 2023, an internal claims assessor at Hollard contacted CS in relation to the works related to the Insured's claim. CS issued an internal request to confirm the amount of cash settlement, excluding roof trusses, and for a report to say that the roof trusses had not been damaged by the event.

C7. Hollard communicates declinature of roof damage

43. On 28 April 2023, before obtaining a further report in relation to the roof damage and without explaining to the Insured its grounds for adopting the position based on Mr Fennell's opinion, Hollard notified the Insured of its completed assessment of the claim, and formally declined to cover repairs for replacement of the roof and offered a cash settlement (not covering roof replacement).

D. Primary legal grounds for the relief sought

D1. Duty of utmost good faith

44. Pursuant to ss 13(2) and (2A) of the Act, a failure to comply with the Implied Term of Utmost Good Faith was a breach of the requirements and a contravention of the Act.

45. By operation of the Implied Term of Utmost Good Faith, as informed by the terms of the Code and Hollard's policies as set out in Schedules 1 and 2 hereto, Hollard was required, in the handling of the claim by the Insured under the Policy, to act:

    (a) expeditiously, and by avoiding unnecessary delay;

    (b) by relying and acting only upon relevant, written opinion by appropriately qualified experts, and not relying or acting (without reasoning and proper basis) upon unwritten opinion by a person who was not appropriately qualified or an expert; and

    (c) by communicating clearly and not confusingly or misleadingly as to its assessment of the claim.

46. Further or alternatively, in handling the claim by the Insured, Hollard was required to exercise its rights and powers under the Policy consistently with the Implied Term of Utmost Good Faith, including:

    (a) to accept or decline a claim, including in relation to damage caused by a storm event;

    (b) to rely on exclusions including in respect of damage caused by "*defects, structural or design faults, faulty workmanship or faulty design*";

    (c) to pay alternative accommodation costs;

    (d) to pay for emergency works and temporary repairs; and

    (e) to settle a claim by repair or payment of a cash settlement.

47. The conduct required of Hollard by the Implied Term of Utmost Good Faith was informed by the provisions of the Code and Hollard's policies as set out in Schedules 1 and 2.

D2. Hollard's failure to act with utmost good faith

48. Hollard failed to act in accordance with commercial standards of decency and fairness, with due regard to the interests of the Insured, and in compliance with the Implied Term of Utmost Good Faith in responding to the Insured's claim under the Policy by the following conduct (each or in combination):

    (a) (**delay**) between at least 24 December 2021 and late June or early July 2022, Hollard delayed in arranging further emergency works to the Insured's home, to protect the building against further loss or damage, after being notified that the original make-safe works had failed to stop water ingress, and subsequently also delayed in providing repairs to address growing mould;

    (b) (**inattentiveness and delay**) between 15 November 2021 and 26 July 2022, Hollard failed to promptly engage a structural engineer for expert opinion in assessing the damage caused by storm to the roof of the Insured's home;

    (c) (**ignoring appropriately qualified opinion without proper basis**) from about early October 2022, Hollard determined and proceeded with an assessment of the cause of damage to the roof, by ignoring two written expert reports and CS's inspection report, and instead by acting on the basis of the non-expert opinion conveyed by Mr Fennell, which was not written or appropriately qualified, and without reasoning or proper basis;

    (d) (**unclear and delayed communication**) between early October 2022 and 28 April 2023, having made a decision to decline cover for damage requiring replacement of

the roof, Hollard failed to communicate promptly, clearly and in writing with the Insured about what damage it declined, the reasoning and basis for that decision, and the value of the cash settlement that was offered;

(e) (**delay**) between early September 2022 and 31 March 2023, Hollard delayed in providing temporary accommodation to the Insured; and

(f) (**inattentiveness and delay**) between 9 February and 13 November 2022, Hollard failed to assess correctly, and delayed in rectifying its mistake, as to the extent of the boundary fence which needed to be repaired.

49. By the conduct alleged in paragraph 48 above, Hollard contravened s 13(2A) of the Act.

E. Harm suffered

50. Hollard's breaches in the course of handling the Insured's claim exposed the Insured to further, unnecessary damage to their home and contents as their home deteriorated and decayed. Their home became riddled with moisture, mould and decay, was declared uninhabitable and will need to be demolished and rebuilt. The Insured were deprived of a fair opportunity to promptly obtain their own expert advice or to engage contractors to repair the roof and potentially to save their home.

51. The Insured suffered under uncertainty and risk of personal harm while Hollard delayed in its assessment of the claim. They lived unnecessarily and avoidably exposed to cold, damp and mouldy conditions for many months. Even while there was an imminent risk that the ceiling could collapse (according to CS), it was many months before Hollard provided the Insured and family members with temporary accommodation.

52. Following Hollard's determination in April 2023, the Insured lodged a complaint with AFCA. AFCA determined that the proximate cause of structural damage to the roof was the storm. AFCA resolved the complaint by requiring Hollard to:

(a) engage an engineer, roofing specialist, expert builder, or other suitably qualified expert, together with a mould restoration expert, to draw up a statement of works regarding the necessary repairs and associated works to the roof and the internal structures and fixtures of the Insured's home that were damaged; and

(b) cover the cost of temporary accommodation until all repair, restoration and remediation works were complete; and

(c) pay the sum of $10,800 in non-financial loss compensation.

53. Subsequently, Hollard agreed to pay the Insured on the basis of total loss of the building and temporary accommodation through to 1 December 2025 a total cash settlement of $1,545,538.13 (yet to be paid in full at the time of filing this proceeding).

Date: 10 April 2025

(Electronically) Signed by Georgina Thomas
Solicitor for the Australian Securities and Investments Commission

This concise statement was prepared by Christopher Archibald KC and Albert Ounapuu.

Certificate of lawyer

I, Georgina Thomas, certify to the Court that, in relation to the Concise Statement filed on behalf of the plaintiff, the factual and legal material available to me at present provides a proper basis for each allegation in the Concise Statement.

Date: 10 April 2025

(Electronically) Signed by Georgina Thomas
Lawyer, Australian Securities and Investments Commission

SCHEDULE 1

Relevant provisions of the Code

Clause	Summary
62	If there was a mistake in the handling of the claim, the insurer should immediately take action to correct it
67	When assessing the claim, the insurer should only ask for and rely upon information that was relevant to its decision
68	If the insured made a claim and the insurer needed more information, the insurer should tell the insured within 10 Business Days (as defined)
69	When assessing the claim, the insurer should consider all relevant facts, the terms of the policy and the law
70 and 71	The insurer should give updates on the progress of the claim every 20 Business Days and respond to the insured's routine enquiries within 10 Business Days
74	If the insurer appointed an External Expert, they should ask for their report within 12 weeks
75	The insurer should only appoint an External Expert (as defined) if the insurer believed they had the appropriate expertise to provide the opinion and they comply with the rules and regulations relevant to their area of expertise
77	The insurer's decision must be made within 4 months of receiving the claim (subject to various exceptions not relevant for present purposes)
82	The insurer should supply upon request a copy of any External Export's report relied upon

SCHEDULE 2

Relevant provisions of Hollard's business rules

Policy	Relevant text
"Home Declines, Withdrawals and Cancellations"	• *We must have all relevant information on the claim before making the decision.* • *All decisions must be communicated to the customer within 10 business days of receiving all relevant information.* • *Always refer to the PDS for information on exclusions & levels of cover.* • *In making a decision for a Home and Motor Claim, sections 76-78 of the GICOP lays out the guidelines that we should follow. …* *When declining, withdrawing or cancelling a claim, it is important that we send the insured all information we relied upon to make our decision, this may include:* • *A copy of the PDS with relevant passages highlighted,* ○ *Such as the 'What is covered under contents' for a claim where the insured is claiming for carpets under a building only policy* • *A copy of the roof report where there is maintenance issues present but the insured wishes to cancel their claim, and/or;* • *A copy of the redacted scope of works so the insured knows what repairs need to be completed by their own trades.*

"Assessment, Decision & Settlement (Home)"	*Assessing a claim is different on all claims as it is dependent on the event type and what the customer is claiming. Use the below checklist as a guide to help you understand what information you should look out for when assessing a claim.*
	…
	[Storm damage]
	• *The policy covers the customer for this incident*
	• *Is the incident within the first 48 hours?*
	• *Do any event exclusions apply to the claim?*
	  ○ *Make sure you are checking the correct PDS version that's applicable.*
	• *Builder's report which outlines the cause of the damage.*
	• *Internal Assessor's report where it falls within their delegated authority.*
	• *Have all Outstanding Requirement on the claim that impact our decision been actioned/ completed?*
	  ○ *Refer to the Outstanding Requirements guide in this document.*
	…
	Outstanding Requirements
	Outstanding Requirements which are also known as OSRs are a list of actions that need to be taken on a claim in order to bring the claim

closer to a decision or finalisation.

OSRs can appear on a claim automatically at the point of lodging the claim. What determines what OSRs are placed on the claim automatically are things like:

- *Event Type*
- *What the customer is claiming for – Building or Contents*
- *If the customer is claiming for any additional benefits*
- *Automated Investigation triggers etc.*

There will be times when manual OSRs will need to be added on the claim at lodgement depending on what action is required. Post lodgement all OSR's will need to be added manually when they become applicable including any OSR's needing to be added under the Third Party Sub Case.

There is a list of the OSRs in this guide under List of Outstanding Requirements that will assist with understanding when an OSR should be placed on a claim and when it can be completed.

Throughout the life of a claim OSRs can be added, edited, viewed, completed, suppressed, removed and reopened. …

…

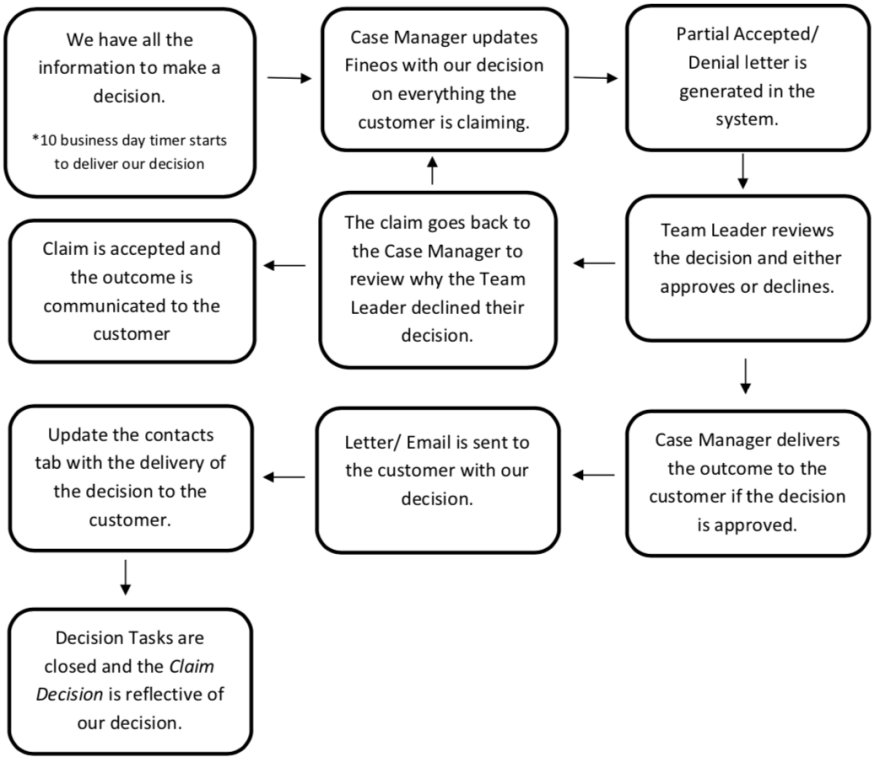
List of Outstanding Requirements

The below is a guide on when to use outstanding requirements depending on the type of claim and what's required in order to progress the claim or bring it to finalisation.

…

Report - Home	External Expert Report	An external expert has been allocated and we are awaiting their report.	We have received the report on the claim and it has been linked to this OSR.
Report - Home	Cause of Damage Report	We are awaiting a cause of damage report.	We have received the report/ information on the claim and it has been linked to this OSR if the information received was not verbal.
Report - Home	External Assessor Report	An external assessor has been allocated and we are awaiting their report.	We have received the report on the claim and it has been linked to this OSR.

…

	Sending a decision letter – Partially Accepted or Denied Where the claim has been partially accepted or denied then there is a process to follow prior to the decision being communicated to the customer – See below: 
"Assessment & Specialist Reports"	*Please note the following regarding specialist reports:* • *Assessment reports and any third-party expert reports (e.g. Roofer, plumber, Electrical, Solar etc) are factual and impartial.* • *That report findings and recommendations are consistent between the Service Provider and third-party expert (where engaged). Where report findings of recommendations differ, detailed explanations and context must be provided.* • *Reports (both Service Provider and/or third-party experts) include sufficient evidence to support findings and recommendations. Reports must provide a clear and demonstratable link between the cause of damage and the loss claimed by the Customer.*
"Managing a Claim: the end to end claims process"	***Customer Contact Standards*** *This section defines the standards and approaches to be used to communicate with the customer at key milestones during the claim.* *The table below defines the required communication events, the triggers for these events, the required SLA for that communication occurring and the method of communication to use in that situation.* ***Standard communications approach – 3 attempts over 2 days*** *There are specific contact types where we must try to establish contact*

<table>
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with the customer over the telephone before we resort to sending them a letter or an email. In these scenarios (as defined in the table below), this process is to be followed to maximise the chance of speaking to our customer.

The following table defines what contact scenarios require the 3 attempts over two day approach. The table shows for each communication trigger:

• What is the scenario for that communication being required
• What triggers the need for communication (a Fineos task for example)
• Are the GICOP defined timelines that we need to comply with
• When we attempt to contact the customer, what communication method should we use first, and then subsequently to try to make that contact
• Is this communication scenario one that requires the 3 attempts over the 2 days
• Do we need to send the letter (via email or postage) after the 3rdcontact attempt (as in many instances, we must deliver the required content to the customer within a defined period, so we do ultimately need to send the letter if we have not been able to make telephone, SMS or email contact
• Where a letter is required, what letter template should we use
• Once we successfully make contact (either by telephone or the customer responds to our SMS or email attempts) or we have sent the required letter after the 3 attempts, what Contact Type do we use in Fineos to record the Contact

<table>
<tr><th>Scenario</th><th>Triggered by....</th><th>Code timeframe</th><th>Customer Contact Approach</th><th>Scenario requires 3 attempts over 2 days?</th><th>Do we send the letter after the 3rd attempt?</th><th>The Letter to be used</th><th>Contact Reason (once letter sent)</th></tr>
<tr><td>Accepted (nothing needed)</td><td>Fineos Task</td><td>10 BD</td><td>Fineos will automatically email the letter. Where there is no email, the letter is to be posted.</td><td>N</td><td>Automated</td><td>Claim Acceptance Letter</td><td>Claim Decision Communicated</td></tr>
<tr><td>20 Day Update</td><td>Fineos Task</td><td>20 BD</td><td rowspan="4">Attempts 1, 2 and 3 are to be calls. A voicemails or SMS messages is to be used if the attempt is unsuccessful. If no answer after 3 attempts, the letter is to be emailed or posted. For Home Denial/Partial Decision, call attempts must be at least 4 hours apart.</td><td>Y</td><td>Y</td><td>Claim Progress Update Email</td><td>Claim Progress Update</td></tr>
<tr><td>Denial / Partial Decision</td><td>Fineos Task</td><td>10 BD</td><td>Y</td><td>Y</td><td>Denial or Partial acceptance letter</td><td>Claim Decision Communicated</td></tr>
<tr><td>Advance Payment Rejection</td><td>Business process</td><td>-</td><td>Y</td><td>Y</td><td>Rejection of Request for Urgent Financial Need</td><td>Claim Progress Update</td></tr>
<tr><td>Accepted (require information)</td><td>Fineos Task</td><td>10 BD</td><td>Y</td><td>Y</td><td>Request for action</td><td>Claim Decision Communicated</td></tr>
<tr><td>Appoint loss assessor or adjustor</td><td>Fineos Task</td><td>5 BD</td><td>Y</td><td>Y</td><td>Appointment of an assessor</td><td>Claim Progress Update</td></tr>
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<tr>
<td>“Denials Customer Experience Guide”</td>
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Denials – Customer Experience Guide Context and Purpose

In some cases a claim is assessed by the Case Manager and denied. In these circumstances, we have an obligation to notify the customer / beneficiary in a timely manner. Our preferred practise is to let them know of our decision via a phone call and follow this up with the denial letter within 10 business days as per the Code of Practice timeframes.

This guide will help you prepare for your Denial Conversation.

Preparation

There are two call scenarios and this guide attempts to cover both scenarios;

1. (Outbound) You are calling a customer to advise of our decision
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prior to the denial letter being sent

2. (Inbound)

1. *The customer is returning our call*
2. *The customer has received the denial letter and is calling to discuss or;*
3. *Calling to follow up on the progress of their claim.*

For both scenarios, you should refer to a copy of the denial letter. Prepare the letter if it does not exist yet, refer to ***denials – customer experience guide****.*

Process Flow

Outbound	Inbound
Once the claim decision of a Denial has been reviewed by your Team Leader and confirmed attempts at Denial conversation calls can be made.	Receive a call from the customer
Contact the customer by phone. If the first attempt is not successful, we must attempt to call the customer two times on different occasions. 1st. Call – leave a voice mail advising we will be trying again to contact later in the day 2nd.Call – later the same day as the 1st call (allow at least one hour between 1st and 2nd call).	Identify the customer
If contact cannot be made on the second attempt: • Leave a voice mail or send SMS / Email requesting customer call us • Upload Denial Letter to FINEOS. Document status should be 'completed' • Post the Denial letter and reports to the customer as this has already been reviewed by a Team Leader.	Review the claim Case Notes and denial decision / letter. Follow the denial conversation structure to advise the customer of the claim decision.