

SUBMISSION ON POLICY ISSUES RAISED IN ROUND 6

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Submission for: My Self

Name of other person, business or organisation:

Do you agree to your submission being published: Yes

Do you agree to your full name being published: Yes

Your submission:

I would like to make a submission related to item 6 in POLICY QUESTIONS ARISING FROM MODULE 6

We have landlord insurance with [REDACTED]

I have not come across a more deceptive, misleading, sneaky policy in my life. A set of standard terms that prohibits the weasle words that insurers use in contracts would stop this practice.

Having recently attempted to make a claim due to storm damage, I discovered that the policy does not actually tell me what **IS** covered in many cases. It only tells me what is **NOT** covered.

In my specific case I read the phrase "We will pay for loss or damage caused by storm, rainwater or run-off." and thought "Excellent, I'm covered." Then I read the "What's not covered?" section:

Loss or damage caused by or to:

- flood; or*
- flood water combined with run-off and/or rainwater;*
- action of the sea, high water, tidal wave or storm surge;*
- soil movement including erosion, landslide, mudslide or subsidence;*
- shrinkage or expansion of earth or land; or*
- hydrostatic pressure;*
- retaining walls;*
- swimming pool covers, their liners or their solar domes;*
- external paintwork or other exterior coatings of the buildings caused by rainwater;*
- water seeping, percolating or otherwise penetrating into the buildings as a result of:*
 - *structural defects;*
 - *faulty design of the buildings;*
 - *faulty workmanship in the construction of the buildings; or*
 - *your failure to adequately maintain the buildings;*
- wind, rainwater, hail or snow entering the buildings through an open window or door or any opening not made by the storm, unless the loss or damage is caused by run-off; or*
- water entering your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs.*

So, essentially, despite saying I am covered for damage caused by storm, rainwater, or run-off, there isn't any imaginable scenario that I'm covered for.

If damage occurs to the exterior of the house, I'm not covered because 'exterior coatings' are not covered.

If it occurs to the foundations, I'm not covered as there's bound to be some sort of earth movement, which is not covered.

If water finds its way into the house, I'm not covered, as water isn't going to come inside unless something has gone wrong, and if something has gone wrong it was either faulty design, faulty construction, or something breaking, which means it hasn't been properly maintained.

In a recent conversation with ██████ I asked them to provide an example of a claim for 'Storm, rainwater or run-off' damage that they would approve. Their response: 'Well, obviously if your house burned down we'd cover that.'

Given that response I believe they should actually say "We will **NOT** pay for loss or damage caused by storm, rainwater or run-off." It is clearly intentionally misleading to say I am covered for it knowing full well that they have a clause to get out of any claim that someone may raise.

Insurers should be made to make it clear what they **DO** cover in their policies. They should not be able to then back out of it by using terms about what they do not cover.

If we're only covered for storm damage through a hole caused by a fridge falling from the sky from a passing plane, then they should state that.

There should be a ban on stating what's not covered. Plain terms that state what is covered should be all that's allowed.