

Hi,

My name is Melanie, I live in Rutherglen with my husband and young child. We are insured with Elders who are underwritten by QBE. We have rural insurance as we are on acreage.

In January 2022 our house was flooded due to a severe storm. The water was at floor level throughout the house (water was visible in rear section of house which is lower however in the higher section of house the carpet was saturated but no water was visible). In March 2022 some 5 weeks after the event the insurer arranged for a contractor to attend the property and install two small fans, these fans were removed after 3 days and the house deemed 'dry'. No repairs have taken place nor any 'real' effort to dry out any affected areas. Due to the insurer clearly making no effort to fix anything we removed the mouldy carpet ourselves and fixed our house yard fence so our animals did not escape (this fence was damaged both by the storm but also by emergency services when they sandbagged the house to assist with the water flow away from the house).

The removal of carpet has resulted in the original floorboards being used as our main flooring for the last two years. The floorboards are not sealed and allow all sorts of creepy crawlies into our house let alone the heating/cooling element. Some of these gaps are large enough that you can see the ground from inside the house.

The impact to our house has been serious, the back section of the house (which is inclusive of our third bedroom) has been rendered unusable – resulting in my 64 year old mother residing in a caravan since this event.

Unfortunately we were again under water in October 2022. This time the insurer made absolutely no attempt to 'dry out' the impacted areas. Following this we were advised that our claim was 'closed' to allow for a mandatory 12 month drying out period. During this time no assessments could take place. No 'make safe' was completed and we have been living with half the house being unusable for over 2 years.

In October 2023 our claim was reopened. We subsequently had engineers and assessors come out to our property and assess the level of works required.

During this inspection the engineer advised that a mould inspection could now take place as a priority. This was to include air samples as well as insulation samples. Long story short we have had 3 mould assessments done, the first samples went missing in transit, the second have not been provided to us and the third were only provided (in March 2024) once we lodged a formal complaint with AFCA. The results of the third mould report indicate that there is black mould in every room except our child's room and the bathroom. I do not think waiting two years for a basic mould assessment is in any way appropriate given the extent of damage to our house. It was not until mid May 2024 that we were offered 6 months accommodation expenses to remove ourselves from the mould infested house.

Our formal complaint was lodged with AFCA in February 2024 (following two internal complaints with QBE the second of which they said they were refusing to escalate as they had already provided their decision within the first complaint). Thus far AFCA has failed to obtain the missing mould report from the insurer which was the basis for our complaint.

We were recently provided with a scope of works to consider. This scope was valued at \$250k and included a restumping cost of \$23k. We obtained our own soil tests, engineer reports and our quote for this work is still pending however we have been advised the actual cost of restumping will be over \$120k. There are other large items missing from the insurers scope which we have had to organise quotes for ourselves - the result of which shows the repair cost will far exceed the sum insured.

Given the above information I believe the insurer has breached numerous sections in the insurance code of practice.

Submitted for your information.

Regards

Mel