



If insured are affected by a disaster such as flood or bushfire, he (she) should make a claim as soon as possible. It does not matter that insured policy documents have been lost, as insurer can easily verify any cover insured have with them.

Insured should find out whether he (she) are entitled to emergency accommodation under policy and for how long. Insurer is also obliged to fast-track claim if insured are in financial need and to make urgent financial need and to make an advance payment if appropriate. However, any advance payment will be deducted from the total value of a claim.

Insurers should conduct claims handling in a fair, transparent and timely manner and under certain timeframes regarding:

- when the insurer has to decide to accept or deny the claim;
- what the insurer has to do when further information, assessment or investigation is required;
- how often the insurer has to keep insured informed with the progress of the claim.

If the insurer is not making a decision and not informing insured whether further information is required or why there is a delay, insured may make a written complaint to the insurer's internal dispute resolution department.

If insured cannot pay the excess because he (she) are in financial difficulty, insured should ask the insurer to take the excess out of any claim he are to be paid. Alternatively, if insured are not going to be paid a cash settlement because the insurer is organising repairs to be done, insured ask to make payments by instalments. It is unreasonable for an insurer to not agree to do this. The insurer should not reject a claim just because insured cannot pay the excess up front. If the insurer won't be reasonable, insured should get legal advice [1].

The insurer will usually send out an assessor or an adjuster to examine the claim. They may interview insured, neighbours, witnesses and review police reports. If insured feel the assessor is treating insured unfairly, he (she) should seek advice or help – for example, he (she) may want to ask for an interpreter or a friend to sit in on any interviews or set out complaint in writing to the insurer if that would be easier. Insured should not be intimidated into dropping a claim.

How much evidence will be required will depend on the nature and the value of the claim. For building claims, expert reports may be required to determine the cause and the extent of the damage, and/or the appropriate method of rectification. This will usually become relevant in the event of a dispute over the claim.

For a contents claim, insured need to get evidence to show what has been lost or damaged. It will be useful if insure can provide receipts, credit card or bank statements showing the purchase, warranties, photos or video recordings in which the items appear, or declarations from people who had seen the items.

If possible, insured should talk to insurer before touching or moving anything in home alter the event such as a fire, storm or theft. In the event of criminal activity such as a break- and-enter, insured should also contact the police. If home is exposed to further damage from the weather, or because the premises can no longer be secured (for example, insurance law service locks, windows or doors have been broken), insured should do only what is necessary to prevent further damage or loss. Insurer will want an assessor to examine the damage before making a decision in relation to claim, and will also want to approve the repairer [2].

Usually insurance contract clause provides that where the repairer is selected and authorised by the insurer, the insurer is responsible for the quality of the workmanship and materials. The insurer must also handle any complaint about the timeliness of the work or conduct of the repairer as part of their complaints handling process. So, if the repairs are faulty or incomplete and the insurer chose the repairer, the insurer is responsible for fixing this.

There are four main reasons for rejection of a claim: non-disclosure; exclusion clauses; fraud; policy cancellation.

When insured make, a claim, the insurer may refuse a claim and cancel his policy if it discovers that insured did not disclose certain information correctly or at all when he took out the policy. Common examples are that insured did not tell the insurer about prior insurance claims, existing damage or past renovations to home.

Insured may be able to dispute the insurer's decision to reject a claim if for example:

- insured did tell them this information;
- the insurer did not clearly inform insured of duty to disclose when he (she) topic out the policy, or otherwise insured to believe the information was not relevant or/necessary; or
- the insurer would not have refused to provide insured with insurance if he(she) had told them the missing information (insured may need to pay a higher premium in this case).

If the claim is rejected for nondisclosure, insured should request a copy of the application form or any telephone recording when insured took out the policy.



## LITERATURE

1. General Insurance Code of Practice [Electronic source]. — Access mode : <http://www.codeofpractice.com.au/>
2. Home Insurance Matters [Electronic source]. — Access mode : <http://www.insurancelaw.org.au/>

## SUMMARY

**Tokareva V.O. Making a claim under home insurance police.** – Article.

The article is devoted to the some aspects of making a claim under home insurance police. What Insured should do when he make a claim on home building or contents insurance; when his claim is delayed; when a claim is rejected. Reasons when insurer rejected of a claim are analyzed. There are four main reasons for rejection of a claim: non-disclosure; exclusion clauses; fraud; policy cancellation.

**Keywords:** insurance law, home insurance, insurance police, insurance fraud, insured, insurer.

## АННОТАЦИЯ

**Токарева В.А. Порядок подачи заявления страховщику о выплате страхового возмещения по договору страхования жилья.** – Статья.

Статья посвящена рассмотрению вопросов относительно подачи заявления страховщика о наступлении страхового случая и выплате страхового возмещения на примере договора страхования жилья и практики страхования Австралии. Проанализированы обязанности страхователя при наступлении страхового случая, объем которых зависит от характера страхового события. Рассмотрены основания отказа страховщика в удовлетворении заявления страхователя о выплате страхового возмещения. Существуют следующие четыре основания отказа страховщика от осуществления страхового возмещения: не предоставление страхователем информации об известных ему обстоятельствах, имеющих значение для оценки страхового риска, события которые не охватываются договором страхования то есть исключены из страхового покрытия, мошенничество страхователя, отмена договора страховщиком.

**Ключевые слова:** страховое право, страхование жилья, полис страхования, страховщик, страхователь, страховое мошенничество.

## АНОТАЦІЯ

**Токарева В.О. Порядок подання заяви страховику про виплату страхового відшкодування за договором страхування житла.** – Стаття.

Стаття присвячена розгляду питань стосовно подання заяви страховика про настання страхового випадку та виплату страхового відшкодування на прикладі договору страхування житла та практики страхування Австралії. Проаналізовані обов'язки страхувальника при настанні страхового випадку, обсяг яких залежить від характеру страхової події. Розглянуто підстави відмови страховика у задоволенні заяви страхувальника про виплату страхового відшкодування. Існують такі чотири основні підстави відмови страховика від здійснення страхового відшкодування: не надання страхувальником інформації про відомі йому обставини, що мають значення для оцінки страхового ризику; події які не охоплюються договором страхування тобто є виключеними зі страхового покриття; шахрайство страхувальника; скасування договору страховиком.

**Ключові слова:** страхове право, страхування житла, поліс страхування, страховик, страхувальник, страхове шахрайство.