



MaxiCover

Household Insurance

Product disclosure statement and policy



The business world has a responsibility to give back to the community. Ansvr Insurance provides grants to much needed Community Education Programs that assist young Australians to develop a positive attitude to life. I am proud to be the Ambassador of this program and congratulate you on supporting a company who cares about building a better future for all Australians.

Justin Langer

Former Australian Test Player

Developing our young Australians

In 2007, we are honoured to provide support to 64 community organisations Australia wide. Each organisation provides valuable support to improve and enrich the lives of Australian youth so that they may contribute positively to the community in which they live.

To find out more about our grants to Community Education Program please visit our website ansvar.com.au

Our history

Ansvar Insurance has been a trusted name in Australia since 1961. Owned by UK Insurance company, Ecclesiastical Insurance Office plc, we enjoy substantial financial backing and are proud to meet the rigorous regulatory requirements of an insurer serving Australians.

Why insure through Ansvr?

With almost 50 years of experience in Australia we understand what customers are seeking in their insurance company: a trusted, responsible and professional organisation where you are treated with respect and care and offered choice and flexibility.

Offering value for money, personal service and a demonstrated commitment to community programs explains why we are the insurer of choice for our Australia wide customers.

An extensive range of insurance products

Ansvar Insurance has products to suit individuals, families and businesses alike. From your home, precious contents, and boats to tailored insurance to meet the needs of businesses, faith organisations, educational facilities, not for profit and the aged care sector, we have insurance to suit your needs.

For more information on how we can help you, please phone us on **1300 650 540** or visit us at ansvar.com.au

About this PDS

The financial product offered in this PDS is provided by Ansvr Insurance Limited.

The purpose of this PDS is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements. The PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium is calculated.

You also need to read the policy wording which is covered under **'the contract'** between you and Ansvr Insurance'. This provides a full description of the terms, conditions and limitations of the insurance policy. This Product Disclosure Statement was prepared in December 2005.

The Insurer

Ansvr Insurance Limited, ABN 21 007 216 506, is the issuer of this insurance policy. The registered office of Ansvr Insurance is Level 18, 303 Collins Street, Melbourne, Victoria, 3000. The Ansvr Insurance Australian Financial Services Licence number is 237826.

You can contact us by:

- calling in person or writing to any Ansvr Insurance office
- by telephoning 1300 650 540
- by email insure@ansvar.com.au

Changes to this policy

Information which is not materially adverse is subject to change from time to time. Changes in policy wordings will be communicated to you.

- If a change would affect you adversely, Ansvr Insurance will issue you with a new PDS or a Supplementary Product Disclosure Statement.

Cooling off period

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the Certificate of Insurance to your nearest Ansvr Insurance office. You will **not** receive a refund if you have made a claim or intend to claim under the insurance policy.

Significant features and benefits

- Accidental loss or damage
- Impact
- Flood
- Fusion
- Spoilage of food
- Legal liability

Additional benefits

- Temporary removal
- Fees
- Removal of debris
- Illegal use of credit cards
- Change of site
- Contracting purchaser
- Visitors' contents
- Replacement of locks and keys
- Extra costs of reinstatement
- Relocation expenses
- Automatic reinstatement of sum insured
- Security firm attendance
- Inflation adjustment
- Compensation for accidental death
- Modifications to home
- Exploration costs
- Legal defence costs
- Voluntary giving protection
- Mortgage discharge costs

Significant risks

- Duty of Disclosure
- Excess payable
- May not be covered if Monthly Premium unpaid
- Items excluded from Cover

Costs

The premium payable by you is shown in your Certificate of Insurance.

The factors used to determine a premium when insuring your building and/or contents include age, location, occupancy and security.

The premium is payable either when the product is purchased or you may elect to pay it monthly. If you elect to pay monthly there is an additional fee. These amounts are shown on your current Certificate of Insurance.

A cancellation fee may apply if you cancel your policy before expiry.

Premiums and fees are subject to Commonwealth and State taxes and levies which include the Goods and Services Tax, Stamp Duty and Fire Service Levy, if applicable to your state. All are shown on your Certificate of Insurance.

Unless we have already agreed to issue a cover note, insurance protection only begins when we receive and accept your completed application form.

Important information	1
The contract	1
Duty of disclosure	1
Providing proof	1
Preventing our right of recovery	1
Words with special meanings	2
Monthly instalments	2
Goods and services tax	2
Home & Contents	3
What home means	3
What home does not mean	3
What contents means	4
What contents does not mean	4
What you are insured against	5
How much we will pay	7
How and how much will we pay	7
Floor coverings, blinds and curtains	8
Excess	9
What you are not insured against	10
Additional benefits	12
Temporary removal	12
Fees	12
Removal of debris	12
Illegal use of credit, debit or financial transaction card or cheque	13
Change of site	13
Contracting purchaser	13
Visitors' contents	14
Replacement of locks and keys	14
Extra costs of reinstatement	14
Relocation expenses	14
Automatic reinstatement of sum insured	15
Security firm attendance	15
Inflation adjustment	15
Compensation for accidental death	15
Modifications to the home	16
Exploration costs	16
Legal defence costs	17
Voluntary giving protection	17
Mortgage discharge costs	17

Optional covers	18
Jewellery and valuables	18
What we insure	18
What we do not insure	18
What you are not insured against	19
Legal liability	20
What you are insured against	20
Additional benefits - Motor vehicle liability	23
General conditions	24
Changes	24
Unoccupancy	24
Other interests	24
Cancellation	24
Strata title mortgagee's interest	25
Credit provider's rights	25
Care and maintenance	25
Claims	26
What you must do	26
What you must not do	26
What can affect a claim	27
If you have a concern	28
Code of Practice and Privacy Act	28
The easy solution to a problem	28
Your access to the disputes resolution committee	28
What if we don't resolve your problem	29

The contract

Your MaxiCover Insurance policy is a contract between you (the insured) and us (Ansvar Insurance Ltd). In return for payment of your premium, we will provide you with the cover set out in this policy. This insurance covers events happening between the dates shown as the period of insurance on the Certificate of Insurance. Your insurance commences and concludes at 4.00pm local time on the dates shown. This booklet, together with the statement containing your specific information called the 'Certificate of Insurance' gives you the details of the insurance provided by your Ansvar Insurance policy. They are to be read as one document. Together they are your contract of insurance with us.

Your current Certificate of Insurance is the most recent certificate we give you. We will give you a current Certificate of Insurance:

- after you have paid your premium and we agree to cover you
- when any of the terms and conditions that apply to your policy are changed
- when we offer you renewal:
 - Your buildings are insured with Ansvar Insurance if a sum insured is shown for buildings on the current Certificate of Insurance.
 - Your contents are insured with Ansvar Insurance if a sum insured is shown for contents on the current Certificate of Insurance.

Duty of disclosure

You are required to tell us anything you know that may affect our decision to accept your insurance or renew your policy. If you have not disclosed all relevant information, or if you have misinterpreted the facts, then we may be entitled to cancel the policy, reduce the sum insured, or treat the policy as never having existed.

Providing proof

You should keep your policy in a safe and convenient place, and also keep receipts or other evidence of ownership and value of items you have insured on the application and other items of significant value.

Preventing our right of recovery

If you have agreed without our written consent not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this policy, we will not cover you under this policy for that loss, damage or liability.

Some words have a special meaning in this policy and are explained below.

Words with special meanings

You and *Your* is the person or persons named as the insured on the current Certificate of Insurance and includes any member of your family who normally lives with you.

Your family means any member of your family who normally lives with you, including your partner.

We means the Insurer named in the Certificate of Insurance.

Site is the address shown on the Certificate of Insurance where your home is located or your contents are kept. It comprises the land on which your home is located and the yard and garden within the legal boundaries surrounding it.

Some other words have special meanings, and these are explained where they occur in the policy.

Monthly instalments

You may pay your premium by monthly instalments direct from a financial institution or from your credit card. However, if your first monthly instalment is dishonoured by your financial institution this policy will not operate at all. This means that you will not be covered in the event of a claim.

You cannot make a claim under the policy if, at the date of loss, any monthly instalment has remained unpaid for 14 days or more.

If a monthly instalment remains unpaid for 30 days after its due date, the policy will come to an end without notice to you in accordance with the Insurance Contracts Act 1984.

If you have a total loss or we settle your claim by paying the full sum insured, we shall deduct the instalments for the remaining period of insurance from the amount we pay you.

Should the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

Goods and services tax

This policy has provision for payment of Goods and Services Tax by:

- you in relation to premiums
- us in relation to claims

Your Certificate of Insurance indicates whether your home is insured.

What home means

The dwelling used primarily as a place of residence at the site shown on the Certificate of Insurance.

Home includes

1. outbuildings, fixtures and structural improvements including inground swimming pools, inground spas, saunas, jetties and pontoons used for domestic purposes
2. fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor covering, (these do not include fixed carpets, curtains or internal blinds)
3. services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement
4. paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site
5. landscaping, trees, shrubs and plants
6. anything permanently built or permanently installed on your property for domestic purposes

What home does not mean

1. carpets (whether fixed or not), curtains or internal blinds
2. earth or gravel pathways or driveways or other unpaved surfaces
3. a hotel, motel, nursing home, boarding house, buildings of flats, or caravan (whether fixed to the site or not)
4. dwelling used for business or trade except as an office or surgery
5. a dwelling under construction

Your Certificate of Insurance indicates whether your contents are insured. It shows general contents and 'special items of contents'.

These are items which you have individually listed due to them being of an unusual nature or of a higher value than would normally be covered. In the event of a claim you must be able to provide evidence of ownership for the actual item being claimed. In the event of you being unable to provide evidence of value, by way of pre loss valuation or receipt at the time of loss, normal policy limits will apply.

What contents means

1. all household goods and personal effects at the site (including carpets, whether fixed or not) which belong to you or your family or for whose loss or damage you or your family are responsible
2. articles of special value which you have listed on the Certificate of Insurance under *special items of contents*
3. if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure
4. if you are a tenant, landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use
5. golf buggies, motorcycles up to 125 cc engine capacity, garden equipment or motorised wheelchairs none of which require registration
6. canoes, surfboards, surf-skis, sailboards and motorised watercraft no more than 3 metres in length and 10 horsepower
7. computer hardware and software
8. property used in a surgery or office
9. goods, including stock for which you would normally receive a taxation deduction

What contents does not mean

1. fish, birds or animals of any description
2. trees, shrubs and any other plant life (other than potted plants kept in the house)
3. any caravan or trailer
4. motor vehicles other than in 5. above
5. watercraft including jetskis other than in 6. above
6. accessories or spare parts of motor vehicles, caravans, trailers or watercraft while they are in or attached to the motor vehicle, caravan, trailer or watercraft
7. aircraft or their accessories (other than a nonpilotable model aircraft)
8. any property illegally in your possession
9. any other item in *What Home Means*
10. cash takings relating to your trade, business, or profession

Accidental loss or damage to your home, contents or both, but not loss or damage caused by tenants or their visitors.

There are various limitations and exclusions which you must read.

We also cover you against the events set out in the following table:

Loss or damage caused by	but not
<p>Fusion in an electrical appliance</p> <p>We will cover you for damage pay the cost caused by electric current to any domestic electric motor, in any appliance forming part of buildings where buildings are insured by this policy or contents where contents are insured by this policy.</p> <p>We will pay the total cost of repair or replacement of any household electrical motor up to 10 years old from the date of manufacture.</p> <p>If the motor is more than 10 years old, we will deduct 20% for each additional year of the burnt out motor's age from the total cost of the repairs or replacement up to a maximum of 80%. We will not pay more than \$2,000 for any one loss. Depreciation will not be applied to labour costs.</p>	<ul style="list-style-type: none"> • retrieval, extracting and reinstating below ground equipment • mechanical, electronic, or electronic breakdown • costs which can be covered under guarantee or warranty

What you are insured against

Spoilage of food

If your contents are insured by the policy, we will cover you for loss or damage to refrigerated or frozen food (up to \$1,000 in total) which becomes unfit for consumption due to failure of your domestic refrigerator or freezer unit.

We seek your cooperation by doing whatever you can to prevent the spoilage of food.

How much we will pay

How and how much we will pay for loss or damage

Home

- a. At our option we:
 - repair or replace the home or
 - pay the reasonable cost of its repair or replacement to a condition substantially the same as when new or
 - pay up to the sum insured
- b. You may choose to have the home replaced at another site, but we do not pay more than the sum insured shown on your Certificate of Insurance.
- c. If your home is damaged beyond economic repair and you do not commence rebuilding within 6 months of the damage occurring, (or any other period which we agree with you) you may have to pay any increase in cost caused by your delay.
- d. You may rebuild your home in any way you like. In rebuilding or repairing you may change the materials, plans, specification, size or site. If these changes increase the cost of rebuilding or repairing your home, you will have to pay the difference. The most we will pay is the sum insured.
- e. Under your policy we may, at our option, cash settle a claim if you:
 - have underinsured, or
 - choose not to rebuild or repair your home, then we will pay the replacement cost less an amount for depreciation – known as the indemnity value,
 - do not start to rebuild or repair your home within six months from the date on which the loss or damage occurred (or a longer period if agreed in writing), then we will pay the replacement cost less an amount for depreciation - known as the indemnity value.
- f. If part of your home is damaged by an insured event and we agree to pay your claim, we pay only for the part or parts that actually sustained damage. We do not pay to replace undamaged materials but will pay up to \$1,000 for the cost of matching or complementing the new materials to undamaged property.
- g. Landscaping, trees, shrubs and plants:
 - we pay up to \$200 for any one tree, shrub or plant and up to \$5,000 in total

How much we will pay

Contents

at our option we:

- repair or replace the items or
- pay the reasonable cost of repair or replacement to a condition substantially the same as when new or
- pay up to the sum insured shown on your Certificate of Insurance

Claims for loss or damage to jewellery will not be settled in cash.

Floor coverings, blinds and curtains

For carpets and other floor coverings, curtains and internal blinds we pay only for items in the room, hall or passage where the damage occurred.

We do not pay to replace undamaged materials but will pay up to \$1,000 for the cost of matching or complementing the new materials to undamaged property.

The maximum we pay on the following contents items is shown in the table below (you may obtain higher limits by having any of these items except d. specified on your Certificate of Insurance. We pay up to the amount specified).

Items specified	Amount specified
a. Items of jewellery, gold or silver articles, watches	\$5,000 per item set or pair and in total for any one event, 20% of the sum insured for contents
b. Works of art, pictures, tapestries, rugs, antiques, furs, collections of any kind	\$2,500 per item set, pair or collection and in total for any one event, 20% of the sum insured for contents
c. Computer hardware and software but excluding stored data or data restoration cost	\$5,000 in total for any one event
d. Cash, treasury notes, savings certificates, stamps, money orders, and other negotiable instruments	\$1,000 in total for any one event

How much we will pay

e. Accessories, or spare parts of motor vehicles, caravans, trailers and watercraft not in or on the motor vehicle, caravan, trailer, or watercraft	\$1,000 in total for any one event
f. Bicycles - \$1,500 limit any one bicycle	\$5,000 in total for any one event
g. Potted plants	Up to \$150 for any one plant and up to \$1,500 in total for any one event
h. Open Air Limit (includes structures that are not fully enclosed at the site). For loss or damage by Storm or Theft	\$5,000 in total for any one event
i. Office or surgical equipment used by you, your family in your or their own business in the home	\$15,000 in total for any one event
j. Goods including stock that you use for earning income (other than equipment in an office or surgery)	\$5,000 in total for any one event

Excess

We deduct the excess shown in the policy document or on the current Certificate of Insurance from the amount of your claim.

For earthquake claims the excess is \$300, or the amount shown on your Certificate of Insurance, whichever is greater. All destruction or damage occurring within a period of 72 hours of the earthquake is regarded as the one specified event.

Excess means the first amount of any claim which you contribute.

What you are not insured against

You are not insured against:

a. loss or damage intentionally caused by:

- you or a member of your family or a person acting with your or their consent

b. loss or damage resulting from or caused by:

1. the lawful seizure, confiscation, nationalisation or requisition of the property insured,
2. destruction of or damage to property by any government or public or local authority other than a fire brigade,
3. war (whether declared or not), civil war,
4. act(s) of terrorism: refer to your current Certificate of Insurance,
5. radio-activity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission,
6. erosion, subsidence, landslide or earth movement other than earthquake or as a direct result of:
 - storm
 - explosion
 - earthquake
 - escaping liquidand occurring no more than 72 hours after the event,
7. the action of the sea, high water, tidal wave or tsunami,
8. water seeping through a wall or floor,
9. water entering the home through an opening made for the purpose of alterations, additions, renovations or repair,
10. inherent defects, structural defects, faulty workmanship or faulty design or any gradual process,
11. wear, tear, rust, corrosion, depreciation or gradual deterioration,
12. mildew, mould, algae, atmospheric or climatic conditions (other than storm),
13. settling, shrinkage or expansion in buildings, foundations, walls or pavements,
14. the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair,

What you are not insured against

15. loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error,
16. any consequential loss other than that specifically provided by this policy,
17. any process of cleaning involving the use of chemicals,
18. vermin, insects, birds, or wildlife,
19. the deliberate application of heat,
20. tree roots,
21. impact damage to paths, driveways, or underground services by the weight of any vehicle,
22. external paintwork as a result of storm if this is the only damage done to that part of the building,
23. damage to swimming pools or similar structures caused by hydrostatic pressure,
24. mechanical, electrical or electronic breakdown where fusion does not occur.

c. damage to:

1. sporting equipment while in use or play,
2. landscaping, trees, shrubs or plants by storm, or which is not sudden, unforeseen and accidental,
3. musical instruments while being used for their designed purposes or used in a business or for professional use.

d. theft or attempted theft:

1. for loss or damage by persons who live in your home,
2. have entered your home or the site with your consent or the consent of a person who lives in our home.

e. damage by tenants.

Additional benefits

We pay additional benefits 1 to 6 as part of your sum insured for home or contents.

1. Temporary removal

We will give you and your family limited cover for loss or damage to contents away from the site anywhere in Australia & New Zealand if:

- they are owned by you, and
- you are legally responsible for them

We will pay up to 20% of the sum insured if contents suffer loss or damage covered by this policy.

We will not cover you or your family for the following contents while they are away from the site:

- cash
- property used in connection with a profession, trade or business
- contents in transit or in a furniture storehouse
- contents in an unlocked motor vehicle

The maximum we pay for items of jewellery, gold or silver articles, watches, computers and collections of any kind is \$5,000 per item for any one loss, unless you have specified them on the proposal under **Optional covers - Jewellery and valuables** and paid an additional premium.

2. Fees

If this policy insures the home and it is damaged, we pay any reasonable fees which we have approved and which are incurred directly in relation to repair or replacement of the home.

3. Removal of debris

If this policy insures your home and it is damaged, we pay the reasonable costs of demolition and removal of debris from the site to the nearest authorised facility.

Additional benefits

4. Illegal use of credit, debit or financial transaction card or cheques

If this policy insures your contents and a credit or debit card or financial transaction card is lost or stolen from you or a member of your family during the period of insurance shown on your Certificate of Insurance, we pay up to \$1,000 towards any legal liability you incur from its unauthorised use. We do not pay if:

- the card or cheque does not belong to you or your family
- you have not complied with the card issuer's requirements
- the unauthorised user of the card is someone living at the site

5. Change of site

If this policy insures your contents and you are moving into a new home within Australia, we insure your contents at both sites for a maximum of 30 days. The maximum we pay at each site will be the proportion of the sum insured that the value of the contents at that site bears to the total value of the contents at both sites. You must tell us of your new address within 30 days of first moving to it.

We also insure your contents while they are being transported by road to the new home if the loss or damage is caused by the collision or overturning of the conveying vehicle.

We will not pay more than 20% of the sum insured for your contents shown on your current Certificate of Insurance for loss or damage to your contents while they are in transit. Further, we will not cover loss or damage to china, crockery, glass or other items of a brittle nature, nor will we cover you for loss or damage to your contents that is caused by scratching, denting, bruising or chipping.

6. Contracting purchaser

If this policy covers the home, and you have entered a contract to sell the home, this policy insures the purchaser from when that person or entity becomes liable for any damage to the home until the contract is settled or terminated, or until the purchaser insures the home, whichever happens first.

Additional benefits

We pay additional benefits 7 to 19 over and above your sum insured for home or contents.

7. Visitors' contents

If this policy insures your contents, we also insure contents up to \$1,000 in total belonging to any visitors temporarily living with you at the site shown on the Certificate of Insurance for up to 30 consecutive days.

We do not pay:

- for visitors' contents that are insured under another policy
- for any cash or negotiable instruments

8. Replacement of locks and keys

We pay up to \$1,000 to replace or alter locks and keys to your home which are damaged or stolen.

9. Extra costs of reinstatement

If this policy insures the home, and it is damaged by an insured event, we pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the home at the site. If only part of the home is damaged, we pay only the extra costs you incur in repairing that part.

We do not pay any extra costs which resulted from any notice which a statutory authority served on you before your home suffered loss or damage.

10. Relocation expenses

In addition to the sum insured, we will pay for those out-of-pocket expenses which you incur if we decide you cannot live in your home.

Your out-of-pocket expenses include:

- temporary accommodation to a home, unit or flat of a similar standard excluding cost of meals and other expenses that would normally be incurred had the loss not occurred
- removing, storing, and returning the contents of your home

This cover is available only if:

- you live in your home permanently, and
- your home suffers loss or damage covered by the policy

Additional benefits

We will pay for your out-of-pocket expenses for the reasonable time taken to rebuild or repair your home but not for more than 12 months from the time of the damage.

If your buildings are insured the most we will pay for out-of-pocket expenses is 15% of the sum insured on buildings.

If you are a tenant or strata title owner the most we will pay is 10% of the sum insured on contents.

11. Automatic reinstatement of sum insured

This benefit applies to the sums insured for home and unspecified contents as shown on the Certificate of Insurance.

Following payment of a claim other than a claim for total loss, the sums insured will be reinstated unless you request otherwise.

12. Security firm attendance

We pay up to \$500 for fees or charges incurred for a security firm to attend your home in response to a monitored alarm signal if there is a burglary or attempted burglary and we agree to pay a claim arising from that burglary or attempted burglary.

13. Inflation adjustment

Applicable whether you have buildings or contents cover

If you make a claim during the period of insurance the sum(s) insured for your buildings and/or contents shown on the Certificate of Insurance will be adjusted in accordance with the percentage change in the latest Consumer Price Index (Table 7 Housing, home ownership, weighted average of eight Capital Cities) published by the Australian Bureau of Statistics and calculated at the end of the quarter immediately before the date of the claim.

There will be no additional premium or rebate during the period of insurance. However, at the end of each period of insurance the renewal premium will be calculated on an amended sum(s) insured.

14. Compensation for accidental death

If this policy insures the contents, we pay to the legal representative of the deceased person up to \$10,000 in the event of death to you or a member of your family normally living with you as a direct result of physical injury caused by an insured event at the site. We do not pay in any one period of insurance more than \$10,000 in total under this additional benefit.

15. Modifications to the home

If this policy insures:

- the home and it is your principal place of residence; or
- the contents if the home is a strata title residence and it is your principal place of residence; or
- the contents if you are a tenant and you or a member of your family normally living with you are permanently and totally disabled* as a direct result of a claim payable under this policy and occurring at the at the site, we pay up to \$10,000 for the cost incurred by you in modifying your home or in relocating you to a suitable home.

**Permanent Total Disablement means:*

- total paralysis of both legs and part of or the whole of the lower half of the body; or
- total paralysis of both legs and both arms which continues for a period of 12 months and after that time is considered to be of indefinite duration

16. Exploration costs

If this policy insures the home and we pay for damage caused by liquid escaping from any fixed basin, shower base, or other fixed apparatus, fixed tanks, or fixed pipes used to hold or carry liquid, we will also pay up to \$2,000 in locating the cause of the damage, and of reinstating the property damaged or disturbed in any in the course of work.

We do not pay for repair or replacement of any:

- water main or water pipe
- gutter or down-pipe
- fixed water tank, aquariums
- fixed domestic apparatus including water beds

We will not pay for damage resulting from the breakdown of grouting or sealer over a period of time allowing for seeping under tiles which results in the lifting of tiles nor for damage caused over a prolonged period of time.

17. Legal defence costs

We will pay or reimburse legal fees, costs and expenses reasonably incurred in legal proceedings initiated against you or a member of your family by a third party (and defended by you) but only where the proceedings are commenced in Australia during the period of insurance. The maximum we pay is \$5,000 for any one claim or series of claims arising from the same cause or event.

We do not pay or reimburse for proceedings or claims related to:

- fines, penalties, punitive damages
- claims by family members including spouse, ex-spouse, partner, or ex-partner
- claims relating to divorce, separation, child visiting, maintenance, property disputes, your business activities
- dishonesty, intentional violence, misconduct
- defamation or slander
- facts or occurrences, occurring prior to the commencement of the policy which you knew or ought to have known at the time of commencement of this policy
- legal proceedings initiated, threatened or commenced prior to the commencement of this policy
- any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance
- criminal prosecution

18. Voluntary giving protection

Should you or your spouse be retrenched from full-time employment during the period of insurance, we will make a monthly payment to the church or charity nominated by you, for the period of your unemployment or three months, whichever is the lesser.

The amount payable will be equal to the average monthly amount given by you during the preceding three months but limit to \$500 for any one period of insurance.

This benefit will not apply to policies in force less than three months from the original inception date.

19. Mortgage discharge costs

If this policy insures the building, we pay legal costs to a limit of \$1,000 incurred in discharging your mortgage following settlement of a claim for total loss.

Optional cover

Jewellery and valuables

Your *Certificate of Insurance* indicates whether you have chosen this option.

This cover applies to jewellery and valuables specified on your Certificate of Insurance. We will cover a specified item for accidental loss or damage anywhere in Australia or New Zealand.

At our option we will:

- repair or replace the lost or damaged items or pay the reasonable cost of their repair or replacement to a condition substantially the same as, but not better than when new or,
- pay up to the sum insured specified on your Certificate of Insurance.

What we insure

- Jewellery, gold or silver articles, furs, watches
- Collections of any kind
- Portable electronic equipment (including portable computers), mobile cellular phones
- Bicycles
- Sporting equipment
- Musical instruments

What we do not insure

The following items are not covered under this option:

- cash and negotiable instruments
- unset precious or semi-precious stones
- vehicles (other than bicycles, wheelchairs, prams and strollers, motorised golf carts and ride on mowers)
- aircraft, aerial devices
- watercraft (other than surfboards, windsurfers, surf skis and other watercraft not powered by a motor),
- property used in connection with a profession, trade or business

Optional cover

What you are not insured against

- The action of light or atmospheric conditions
- Any process of cleaning, repairing, altering, restoring, or renovating the item
- Scratching, and/or denting of musical instruments
- Scratching or breakage of tapes, records, or compact discs
- Electronic or mechanical breakdown or failure, including damage caused by computer virus and hackers

Further we will not pay for:

- articles used for professional purposes
- breakage of sporting goods or musical instruments while being used for their designed purposes
- damage to watches or time pieces by overwinding, denting, or internal damage
- damage caused to tyres by punctures, bursts, roadcuts, or by application of brakes
- loss, damage, or destruction occurring whilst your bicycle is being used in any form of competition

What you are insured against

Liability refers to your legal responsibility, (arising from an incident where you are at fault), to pay compensation for bodily injury, death or illness, or damage to other people or their property.

We will also cover you for your legal costs incurred with our consent as a result of any incident giving rise to a claim.

The limit we will pay for any claim under your liability cover is \$20,000,000.

When you insure your Building

We will cover you and your family against liability claims arising from incidents which occur during the period of insurance:

- within your home or on the site
- for which you are responsible as owner or occupier of your home or the site

The incident which gives rise to the claim must cause:

- bodily injury, death, or illness to a person other than you or your family, or
- damage to property other than your home or any property which you or your family own or which you are legally responsible

When you insure your Contents

We will cover you and your family against liability claims arising from incidents which occur during the period of insurance.

The incident which gives rise to the claim must cause:

- bodily injury, death, or illness to a person other than you or your family, or
- damage to property other than your home or any property which you or your family own or which you are legally responsible

Liability Cover for Tenants and Strata Titles Owners

If you are either a tenant or a strata title holder we will cover you against legal liability for claims that arise as a result of incidents:

- occurring in your home or on the site, or
- for which you are liable as owner or occupier of your home or the site

The incident which gives rise to the claim must cause:

- bodily injury, death, or illness to a person other than you or your family, or
- damage to property other than your home or any property which you or your family own for which you are legally responsible

If you are a tenant we will cover you for loss or damage you cause to any property owned by your landlord left in your home for your use.

Any person residing with you, other than a boarder or a tenant, cannot claim against your liability cover.

We do not insure you or your family against liabilities arising from:

1. bodily injury or death to you or your family, to anyone normally residing with you or an employee of yours,
2. damage to your property or your family's property,
3. incidents where you hold or ought to have held compulsory workers' compensation insurance,
4. incidents where you or your family have agreed to take the liability upon yourself,
5. any business, trade, or profession operating in your home or on the site. Ansvar Insurance do not consider the letting of your home for domestic purposes to be a business, trade, or profession,
6. building work conducted at your home or on the site where the total work exceeds \$50,000,
7. erosion, subsidence, or landslide,
8. loss, damage, or destruction caused by an animal other than a domestic dog, cat, or bird,
9. incidents arising under a contract or agreement,
10. your ownership or occupation of any land or building other than at the site,
11. your ownership of any private boarding house or residential flats,
12. participation in any sporting activity organized by a professional or amateur sporting club where any loss can be reimbursed by your sporting or social club,
13. pregnancy or the transmission of any communicable disease by you or your family,

14. any bodily injury or damage to property which is attributable to or contributed to by the consumption of illegal drugs of any kind by you or provided or permitted by you,
15. consequential loss of any kind as a result of fraud,
16. any liability which would not have been imposed by law,
17. death of or bodily injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment,
18. damage to property belonging to you or any person who normally lives with you or to your or their employees,
19. any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme,
20. the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 3 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower,
21. the conduct of any activity carried on by you or your family for reward except part time babysitting or letting the home for domestic purposes,
22. vibration or the weakening of, removal of or interference with support to land, buildings or other property,
23. loss, damage or injury intentionally caused by you or a member of your family or a person acting with your or their consent,
24. the lawful seizure, confiscation, nationalisation or requisition of the property insured,
25. destruction of or damage to property by any government or public or local authority,
26. war (whether declared or not), civil war,
27. radio-activity, or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission,
28. the ownership or use of any motor vehicle other than the cover given by the Additional Benefit – Motor vehicle liability.

We will not pay for:

29. any penalties, fines or punitive, exemplary or aggravated damages that you or your family must pay,
30. actions that are brought against you or your family in a court outside Australia.

Additional benefits - Motor vehicle liability

We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for arising from:

- the death of, or personal injury to, any person
- the loss of, or damage to, property

Arising from the ownership, custody, or use of:

- any vehicle not required to be registered by law
- any motorised wheelchair
- any domestic trailer not attached to any vehicle

We also insure you or any member of your family against claims for:

- death or personal injury caused by you or your family solely as a result of you or your family being passengers in a registered vehicle
- death or personal injury caused by any registered vehicle if the occurrence causing the death or bodily injury takes place at the site

We do not insure you or your family:

- if you or your family are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme
- if you or your family are entitled to be wholly or partly protected by any other policy of insurance which specifically covers the vehicle

Changes

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

If you want to make a change to any information non your current Certificate of insurance, you are required to tell us in writing. The change becomes effective when we tell you we agree to it by giving you a new Certificate of Insurance.

Unoccupancy

If you leave your home unoccupied for more than 60 consecutive days, you must tell us and obtain our written agreement for cover to continue. If you do not do so, the cover for home and contents is limited to lightning, thunderbolt and earthquake for the period in excess of 60 consecutive days during which you have left the home unoccupied. The period of 60 consecutive days is calculated from the date when you last occupied the home, regardless of the commencement or renewal date of the policy.

Other interests

You must not transfer any interests in this policy without our written consent. All persons entitled to any benefit under this policy are bound by the terms of this policy. We insure those interests you notify to us when we issue cover, or which are notified to us during the currency of this policy, and which we agree to insure.

Cancellation

You may cancel this policy at any time by notifying us in writing. We refund to you a proportion of the premium for the unexpired period of insurance.

We may cancel this policy at any time but only in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984.

We will be entitled to retain premium for the period during which the policy has been in force. You may be required to pay an administration fee if you cancel this policy.

If you have a total loss or we settle your claim by paying the full sum insured, this policy will come to an end and no refund of premium is due to you.

Strata title mortgagee's interest

If you have arranged this policy to insure only the interest of a mortgagee in a strata title unit, we pay only that part of the claim that applies to the interest of the mortgagee.

Credit provider's rights

Credit provider means a licensed credit provider, eg. a bank, building society, or credit union.

If there is any credit provider we have the option of choosing to make a payment to this party.

Care and maintenance

You must take reasonable care to:

- protect and maintain the property insured
- prevent damage or injury to others or their property
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property
- maintain all security arrangements in accordance with our agreement

What you must do

If an event happens which may give rise to a claim you must:

- take all reasonable precautions to prevent further loss, damage or liability,
- notify the police immediately if any of your property is lost, stolen, or maliciously or intentionally damaged,
- tell us or your Financial Services Provider as soon as possible. You may be provided with a claim form and will be provided with advice on the procedure to follow,
- supply us with all information we require to settle or defend the claim,
- notify us of any other insurance covering the same loss, damage or liability,
- cooperate with us fully in any action we take if we have a right to recover any money payable under this policy from any other person.

If in doubt at any time, ring us or your Financial Services Provider for advice.

What you must not do

You must not:

- authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent, other than emergency repairs necessary to prevent further loss. If we agree to pay your claim, we will pay for these repairs, but you must retain all receipts,
- admit liability if an accident occurs which is likely to result in someone claiming against you.

What we do

We have the right to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for damages. We have full discretion in the conduct of any proceedings and in the settlement of any claim.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the policy document or on the Certificate of Insurance.

We may refuse to pay a claim if you are in breach of your duty of disclosure or any of the conditions of this policy, including any endorsements noted on or attached to the Certificate of Insurance.

We pay only once for loss or damage from the same event to property insured by this policy even if it is covered under more than one section of the policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this policy

If you have a concern

Code of practice and information privacy code

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry. The General Insurance Information Privacy Code sets a standard for the protection of individuals' personal information.

Ansvar Insurance is a signatory to both Codes and we support their aims to improve standards. Under the Privacy Principles, on which the Code is based, Ansvar Insurance Limited may be required by law to disclose clients' information to third parties, such as law enforcement agencies.

Your access to the disputes resolution committee

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by an Ansvar Insurance employee or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

First, contact the employee or authorised representative with whom you have had contact to see if he or she can resolve the problem. If that is not possible, then contact the Regional Manager in your state. The Regional Manager will review the information and give you a response as quickly as possible; but no later than three working days from the date when the complaint is received.

If you are not satisfied with the response given by the Regional Manager, then please put your unresolved complaint in a letter and address it to:

The Secretary
Internal Dispute Resolution Committee
Ansvar Insurance Limited
303 Collins St, Melbourne VIC 3000

You can also telephone the Secretary with your complaint on 03 8630 3100, fax it on 03 9614 2740, or choose to email your complaint to the Secretary at insure@ansvar.com.au

If you require assistance in formulating your complaint, the Secretary of the Disputes Resolution Committee will assist you.

If you have a concern

The Secretary will refer your complaint to the Committee which comprises the CEO, Operations Manager and one of the non executive directors of Ansvar Insurance Limited, for a decision.

The Disputes Resolution Committee has appropriate authority to deal with unresolved complaints.

You will receive a response within seven (7) working days from the time the Disputes Resolution Committee receives your unresolved complaint, or alternatively you will be asked for further information.

If further information is required, you will receive a decision within seven (7) working days from the time Ansvar Insurance receives the additional information.

What if we don't resolve your problem?

Once the Disputes Resolution Committee gives you an answer, we will provide you with information about external dispute resolution if that is available.

For many complaints this is the Financial Ombudsman Service (FOS). FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes that are covered by its Terms of Reference. If you wish your dispute to be reviewed by FOS you must refer your dispute to FOS within three calendar months of receiving the Internal Disputes Resolution Committee's decision. You can do this by contacting FOS at:

Financial Ombudsman Service
GPO Box 3, Melbourne VIC 3001
1300 78 08 08 (National toll free)
Fax: 03 9613 6399
Email: info@fos.org.au
Website: www.fos.org.au

Alternatively, you may further pursue your unresolved complaint through a formal legal process such as the courts, mediation, or arbitration.

For privacy complaints you may approach the Federal Privacy Commissioner. A copy of the General Insurance Code of Practice and privacy principles can be obtained from our website ansvar.com.au or from one of our offices.

Ansvar Insurance

1300 650 540

ansvar.com.au

Victoria

AD GPO Box 1655
Melbourne 3001
FX +61 3 9614 1545

New South Wales

AD PO Box 1410
Parramatta 2124
FX +61 2 9687 9564

Queensland

AD GPO Box 747
Brisbane 4001
FX +61 7 3011 8999

South Australia

AD PO Box 630
Fullarton 5063
FX +61 8 8338 1920

Western Australia

AD PO Box 840
West Perth 6872
FX +61 8 9324 2013

Tasmania

AD PO Box 330
Launceston 7250
FX +61 3 9614 1545

EM insure@ansvar.com.au

Ansvar Insurance Ltd.

ABN 21 007 216 506 **AFSL** 237826

Member of the Ecclesiastical Insurance Group