

General Property Insurance

Product Disclosure Statement and Insurance Policy

Please read this policy in conjunction with the
Certificate of Insurance



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Ansvar Insurance – Insurance products with flexible solutions

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 Ansvar Insurance?

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.

Developing our young Australians

We are honoured to provide support to many community organisations throughout Australia. 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

More than just insurance

Ansvar Insurance is a specialist insurance company with a deep understanding of the issues confronting our customers.

We believe in offering more than just insurance. Our dedicated staff is committed to helping clients protect their assets by providing:

- specialist insurance advice in our core markets
- flexibility in underwriting
- independent, on-site, risk management inspections and expert advice to find solutions
- risk management seminars and advice on helping clients develop their risk management programs

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

Product Disclosure Statement (PDS)

About this PDS

The financial product offered in this product disclosure statement (PDS) is provided by Ansvar Insurance Limited.

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

You also need to read the insurance policy wording which is covered in the section 'Your contract with Ansvar Insurance'. The basic policy wording, in conjunction with the certificate of insurance we issue upon acceptance of your application and any endorsements attached to the certificate provide a full description of the terms, conditions and limitations of the insurance cover.

This Product Disclosure Statement was prepared in April 2010.

Who is the insurer and how can we be contacted?

Ansvar Insurance Limited, ABN 21007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 5, 1 Southbank Boulevard, Southbank, Victoria 3006. The Ansvar Insurance Australian Financial Services Licence number is 237826.

You can contact us by:

- calling in person at any Ansvar Insurance office
- telephoning 1300 650 540
- facsimile +61 3 9804 5001
- writing to any office of Ansvar Insurance
- email to insure@ansvar.com.au

Changes to this insurance policy

The policy wording may be subject to change from time to time and the changes will generally only affect you at the time the insurance cover is renewed each year. Changes in insurance policy wordings will be communicated to you in several ways and these are:

- if a change would affect you adversely, Ansvar Insurance will issue you with a Product Disclosure Statement (PDS) or a Supplementary PDS;
- for minor changes which do not adversely affect you, we will communicate the changes to you in writing at the earliest opportunity ;
- information can be obtained by telephoning our toll free number (1300 650 540), calling at one of our offices or visiting our website at www.ansvar.com.au to find out what changes might have occurred;
- if changes have occurred we'll be pleased to provide you with a paper copy of them on request.

Cooling off period

We will refund the premium you have paid for cover under this insurance policy if you cancel the insurance policy within 30 days of its commencement. To do this, you must advise us in writing and return the insurance policy and certificate of insurance to your nearest Ansvar Insurance office.

You will not receive a refund if you have made or intend to make a claim under the insurance policy.

Significant features and benefits

Cover applies to the property insured for loss or damage caused by any event detailed in the certificate of insurance that we issue to you, and which happens during the period of insurance anywhere within the geographical limits.

This insurance policy covers the property insured for the reasonable cost of repair or replacement if the property insured cannot be repaired.

Significant risks

You should ensure that the sums insured shown in the certificate of insurance are sufficient to cover the property insured. For example, if you decide to cover an item for less than its actual replacement value, we will only pay up to the sum insured shown in the certificate of insurance.

Limits may differ from the significant features and benefits mentioned above. In these instances you will be advised in any quotation or cover we provide you.

Terrorism

This policy excludes cover as a result of terrorism.

In the event that property damage and/or property owners liability occur linked to an event declared a terrorism incident by the responsible Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the Terrorism Insurance Act 2003. The operations of this Act may also serve to reduce the settlement of your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 can be obtained at www.arpc.gov.au.

Costs

The premium payable by you is shown in your certificate of insurance.

The factors used to determine a premium under this insurance are the type of property being insured, the value and security of each item and the method of conveyance where applicable, of the property insured.

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 Goods and Services Tax, Stamp Duty and Fire or Emergency Services Levy (if applicable to you in your State). All are shown in your certificate of insurance.

Code of Practice and Privacy Act

As a signatory to The General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you.

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary correct your personal information.

Complaints

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 Ansvr

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
Ansva Insurance Limited
Level 5, 1 Southbank Boulevard, Southbank, Victoria 3006

You can also telephone the Secretary with your complaint on (03) 8630 3100 , fax it on (03) 9804 5001 , or choose to email your complaint to the Secretary at insure@ansvar.com.au

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

The Internal Dispute Resolution Committee has appropriate authority to deal with unresolved complaints. You will receive a response within seven (7) working days from the time the Internal Dispute 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 Ansva Insurance receives the additional information.

What if we don't resolve your problem?

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

For many complaints that is the Financial Ombudsman Service (FOS). FOS provides a free and independent dispute resolution service for consumers which 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
Ph: 1300 78 08 08 (National toll free)
Ph: (03) 9613 7366
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.

Important notice to policyholders

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document
- your current Certificate of Insurance

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

Duty of disclosure

Before you enter into an insurance contract with us, you are required to tell us every matter that is known to you, being a matter that:

- you know to be relevant to the decision by us to accept the risk and if so, on what terms; or
- a reasonable person in the circumstances could be expected to know to be a matter so relevant.

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.

If you do not tell us all relevant matters we can reduce the amount we pay for any claim or cancel this insurance policy. If your non disclosure is fraudulent we can void the insurance policy from the beginning.

The contract between you and Ansvar Insurance

When we have received your premium, we will insure you against the events described in the certificate of insurance we issue to you. The insurance policy shall not be modified except by our written endorsement. Your insurance commences and concludes at 4.00pm local time on the dates shown.

If the terms of this agreement are not observed, cover under this policy may be reduced or cancelled.

Assignment and beneficiary change

You must not transfer your 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 insurance policy at any time by notifying us in writing. This may require you to pay a cancellation fee.

We can cancel this insurance policy in accordance with the Insurance Contracts Act 1984. We will be entitled to retain premium for the period during which the insurance policy has been in force.

In either case we may also retain reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties we cannot recover. The Fire Services Levy may be retained by us.

Examination of books and records

We may examine your books and records of all property insured under this policy at any time during the period of insurance and up to 12 months after the policy expiration or resolution of all claims under the insurance policy.

Goods and Services Tax (GST)

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

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

Any claim payments made under this policy will be based on GST inclusive costs (up to the sum insured or market value). However if you have an entitlement to claim an input tax credit for the repair or replacement of property covered by this policy, we will reduce any claim payment under the policy by the amount of such input tax credit entitlement. Any sum insured, market value or benefit is inclusive of GST.

Interpretation

- Words in the singular include reference to the plural and vice versa.
- Headings have been included for ease of reference and the terms and conditions of the Policy are not to be construed or interpreted by reference to such headings.

Jurisdiction

This insurance policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this insurance policy shall be resolved in accordance with these laws.

Limit of liability

The limit of our liability is the total sum insured as shown in the certificate of insurance.

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 Section 62 of the Insurance Contracts Act 1984.

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

Other insurance

If at the time any claim arises under this policy, there is other insurance in force covering the property insured under this policy, you must promptly notify us of the full details of such other insurance, including the identity of the insurer and the policy number, and such further information as we may reasonably require.

Reasonable care and maintenance

You must take all reasonable care to:

1. prevent and minimise loss or damage to or of the property insured under this policy;
2. maintain the property insured in sound condition;
3. comply with all statutory obligations, by-laws, regulations, public authority and safety requirements.

Subrogation

If we make any payment under this insurance policy, then to the extent of that payment, we may exercise any rights of recovery held by you or any other person. You must not do anything which reduces any such rights and must provide reasonable assistance to us in pursuing any such rights.

Definitions

In this insurance policy:

basis of settlement	means the method by which your claim is paid by us as stated in this insurance policy, or as otherwise specified in the certificate of insurance.
certificate of insurance	means the certificate of insurance attaching to this insurance policy or any certificate of insurance subsequently issued during the period of insurance.
collection	means a group of individual items, pairs or sets which are of a similar type and which, when grouped together, represent a value greater than the sum of the individual items, pairs or set.
damage or loss	means any physical loss, destruction or damage to the property insured by any event which is covered by this insurance policy.
excess	means the amount shown in the certificate of insurance that you will have to pay when you make a claim under this insurance policy.
geographical limits	means anywhere in Australia or New Zealand, and elsewhere if we have agreed to this in writing and shown in the certificate of insurance.
location	means the place where the insured property is kept which is covered by this insurance policy and shown in the certificate of insurance.
money	means cash, notes, negotiable instruments, cheques, postal notes, post office money orders, negotiable securities, unused postage stamps, credit card sales vouchers, instant lottery tickets, bus or transport tickets, telephone credit cards or franking machine credits.
policy	means this document, the certificate of insurance and any endorsement we give you in writing. Together they form the agreement.
period of insurance	means the period shown in the most recent certificate of insurance or a subsequent period for which the policy has been renewed.
property insured	means the items you insure under this policy and which are shown in the certificate of insurance.
terrorism act	<p>means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:</p> <ul style="list-style-type: none"> · involves force or violence against one or more persons, or threat thereof; or · involves damage to property; or · endangers life other than that of the person committing the action; or · creates a risk to health or safety of the public or a section of the public; or · is designed to interfere with or disrupt an electronic system.
we, us or our	means Ansvr Insurance Limited ABN 21 007 216 506.
you or your	means the person, corporation or legal entity insured under this policy and shown in the certificate of insurance.

Cover

You are covered under this policy in accordance with the basis of settlement if any of the property insured is lost, damaged or destroyed by any event detailed in the certificate of insurance and which happens during the period of insurance anywhere within the geographical limits.

This policy will not be valid unless a certificate of insurance is attached. The cover provided by this policy will only apply during the period of insurance shown in the certificate of insurance.

Basis of settlement

At our option we will pay:

1. the reasonable cost of repairing the damaged item if it can be repaired; or
2. if the item is lost or destroyed or cannot be repaired, the replacement cost of that item of similar/equal quality but not better or more extensive than its condition when new.

Where the damaged property comprises a pair, set or collection, the basis of settlement will be the difference between the value of the pair, set or collection before the loss or damage and the value of the property remaining after the loss or damage.

We will not pay more than the sum insured shown in the certificate of insurance.

Exclusions

We will not pay any claim for:

1. Loss or damage to property insured occurring outside the geographical limits.
2. Loss or damage to property not owned by you unless otherwise specified in the certificate of insurance.
3. Loss or damage caused by or arising directly or indirectly out of or in any way connected with:
 - a. spontaneous combustion, fermentation, heating or any process involving the direct application of heat;
 - b. action of the sea, tidal wave or tsunami;
 - c. theft from unlocked premises or unlocked vehicle;
 - d. theft of property in the open air;
 - e. fraud, criminal, malicious or dishonest acts, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation by electronic means or otherwise;
 - f. breach of any statute or regulation, contract or duty, conduct occasioned by you with a reckless disregard for the consequences or intended to cause loss or damage;
 - g. unexplained inventory shortages or disappearances or lawful seizure, detention, confiscation or requisition of your property by any government authority;
 - h. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature controlling equipment or fusion of any motor or generator;
 - i. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, texture or finish, dampness, light, variations in or extremes of temperature, evaporation, inherent vice, inherent defect, latent defect, smut, soot or smoke from industrial operations, loss of weight or atmospheric or climatic conditions;
 - j. wear and tear, fading, scratching or marring, chipping or denting, gradual deterioration, developing flaws or normal upkeep or maintenance;

- k. any process involving cleaning, repairing, altering or restoring;
 - l. data processing or media failure or breakdown, or malfunction of a processing system, including operator error or omission, or computer virus;
 - m. consequential loss of any kind;
 - n. any loss or liability arising directly or indirectly from or based upon or attributable to or in consequence of any terrorism act, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to a terrorism act;
 - o. acts of terrorism — refer to your current certificate of insurance;
 - p. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war;
 - q. mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military action, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the object of which is to result in the overthrowing or influencing of any de jure or de facto government by terrorism or any other means;
 - r. ionization or contamination by radioactivity from any nuclear fuel, waste, or from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), nuclear weapons material;
 - s. fault, defect, failure, error or omission in design or faulty workmanship or materials;
 - t. normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads or other structural improvements or creeping, heaving or vibration;
4. Loss or damage caused to:
- a. motor vehicles, caravans, trailers, motorcycles, water craft, aircraft or aerial devices or the accessories of any of these;
 - b. property in the course of construction, erection, renovation, or demolition;
 - c. money;
 - d. glass or items of a brittle nature;
 - e. jewellery, furs, bullion, precious metals or precious stones;
 - f. curios, pictures, works of art, gold or silver articles, icons, sacred vessels, scrolls of law, regalia, clothing and the like;
 - g. mobile phones, photographic and/or computer equipment unless these are shown in the certificate of insurance;
 - h. sporting equipment or musical instruments while they are in use;
 - i. property insured in the open air caused by wind, rainwater or hail unless such property is designed to function without the protection of walls or roofs;
 - j. livestock, animals, birds or fish;
 - k. standing timber, growing crops and pastures;
 - l. land.

Claims procedures

Your responsibility when making a claim

Following an event giving rise to a claim, it is your responsibility to advise Ansvar Insurance about it by telephone or in person as soon as possible but no later than 30 days after the event and promptly provide any information or assistance we request.

Where required a claim form will be sent to you when you advise us of the claim. Please complete and return this form promptly.

You are required, at your expense, to take all reasonable steps to minimise any claim for or property damage and to prevent further claims arising out of the same or similar conditions.

You must use your best endeavours to preserve any products, appliances, equipment, documents or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable, with due regard to safety, permit no alteration or repair to any premises, fencing, machinery, furnishings, fittings, appliances or equipment without our consent.

We shall have full discretion in the conduct and defence, in your name and on your behalf, of any proceedings in connection with, and in the settlement of, any claim and you shall give all such information and assistance as we may require.

If you refuse to consent to any settlement recommended by us and elect to contest or continue any legal proceedings in connection therewith, our liability for the claim shall not exceed the amount for which the claim could have been so settled, less the applicable excess, plus costs and expenses incurred up to the date of such refusal.

Unless these terms are complied with, our liability in respect of any claim shall be reduced by the amount that fairly represents the extent to which our interests have been prejudiced thereby.

Fraudulent claims

As a protection for all insurance policy holders we will take legal action against any person who makes a fraudulent claim.

If a fraudulent claim is made we will not pay it and we will take action to recover any moneys already disbursed in respect of the claim. We will also cancel the insurance policy.

Supplementary Product Disclosure Statement (SPDS)

General Property Policy

Preparation Date: 06/07/2012

This document is an SPDS that updates and amends the General Property Policy Product Disclosure Statement and Policy Document (PDS) issued by Ansvar Insurance and provided to you. It is issued by the insurer Ansvar Insurance Limited (Ansvar Insurance) ABN 21 007 216 506, Australian Financial Services Licence (AFS) number 237826 of Level 5, 1 Southbank Boulevard, Southbank, Victoria 3006. Where this SPDS applies, it must be read together with the PDS and any other SPDS that you are given which updates or amends the PDS.

Please contact us or your insurance intermediary if you require another copy of the PDS issued by us to you.

This SPDS only applies in relation to business owners and operators, situations or risk addresses that are located in the State of Victoria, Australia and amends the PDS as follows:

The following additional conditions are added to the “**Conditions of cover**” section of the PDS:

Victorian Fire Services Levy

Other than as required by law, we will not refund any amount paid by you that is referable to our estimate of the Victorian Fire Services Levy for any policy that was issued on or after 1 August 2012.

Under the Metropolitan Fire Brigades Act 1958 (VIC) and the Country Fire Authority Act 1958 (VIC) insurers insuring against fire in respect of property in Victoria are required to contribute 75% of the annual budget of the Metropolitan Fire and Emergency Services Board and 77.5% of the annual budget for the Country Fire Authority.

The amount we are required to pay is determined by reference to the percentage of premium we collect compared to the premium of all other insurers insuring fire property in Victoria. This percentage is not known at the date of issue of your policy and therefore we allocate to all relevant policies our estimate of the amount that we will be required to pay towards this contribution. The amount (if any) that we have estimated for your policy is shown in the “Premium Details” section of your policy schedule and is described as “Emergency and / or Fire Services Levies”.

We are not able to calculate in advance the exact amount we need to allocate to your policy and all other relevant policies and, as a consequence, we may either over-recover or under-recover these amounts in any particular year. The under- and over-recoveries are reported to the Victorian fire service authorities but no adjustment will be made to your premium by reference to any such under- or over- recovery.

From 1 July 2013 insurers will no longer be required to contribute to the Victorian fire services authorities and so policies issued on or after this date will not include any amounts referable to the Victorian Fire Services Levy.

What happens if you change the expiry date of your policy?

Ansvar Insurance must be notified in writing of any changes to contract dates, in these instances the Victorian FSL charge as is appears on the certificate of insurance for the relevant policy would not be refunded.

Costs

The last paragraph of “**Costs**” clause within the PDS, is deleted and replaced with the following:

Premiums and fees are subject to Commonwealth and State taxes and levies which include Goods and Services Tax, Stamp Duty and Fire or Emergency Services Levy (if applicable in your State). All are shown in your certificate of insurance.

Cancellation

The “Cancellation” clause within the PDS of the policy is deleted and replaced with the following;
“The “Cancellation” clause within the PDS of the policy is deleted and replaced with the following
“You may cancel this insurance policy at any time by notifying us in writing. This may require you to pay a cancellation fee. We can cancel this insurance policy in accordance with the Insurance Contracts Act 1984. We will be entitled to retain premium for the period during which the insurance policy has been in force. In either case we may also retain reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties we cannot recover. The Victorian Fire Services Levy may be retained by us.”

AD Level 5, 1 Southbank Boulevard,
Southbank VIC 3006

EM insure@ansvar.com.au

Ansvar Insurance Ltd.
ABN 21 007 216 506 AFSL 237826
Member of the Ecclesiastical Insurance Group

Ansvar Insurance
1300 650 540
ansvar.com.au

