

Wedding Insurance

Product disclosure statement and policy



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Product Disclosure Statement (PDS)

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 will need to read the policy wording, beginning at the section titled 'Your Contract with Ansvr Insurance' on page 5 before applying for this insurance. The policy wording, in conjunction with the certificate of insurance we issue upon acceptance of your application and any endorsements attached to the certificate, provides a full description of the terms, conditions and limitations of the insurance cover.

This Product Disclosure Statement was prepared in July 2007.

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
- telephoning 1300 650 540
- emailing to insure@ansvar.com.au

Ansvr 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 imposed on an insurer serving Australians.

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

Changes to this policy

Changes to the policy wording are made effective by the issue of a new product disclosure statement. For wedding insurance, once an application has been accepted and a certificate of insurance issued, the policy wording in the product disclosure statement in force at the time of the application is the basis of the cover.

Cooling off period

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 14 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

This wedding insurance policy is available for purchase not less than 7 days and not more than 6 months prior to your wedding.

The policy offers three levels of cover with varying limits which you select, being either:

- Gold,
- Platinum, or
- Diamond.

All three levels provide cover for:

Section A	Unrecoverable deposits prepaid for the wedding ceremony and /or reception; Extra costs incurred to proceed with the wedding ceremony and/or reception due to specified events and/or failure of suppliers; Non-delivery of wedding photographs and video; Legal expenses incurred for the recovery of deposits paid.
Section B	Loss or damage to the wedding attire; Loss or damage to wedding presents, rings and cake; Loss or damage to wedding documents; Loss or damage to hired marquees (optional cover subject to an extra premium).
Section C	Legal liability as a result of accidental property damage and/or bodily injury to guests and other members of the public in connection with the wedding or reception.
Section D	Personal accident benefits for the bride and groom during the wedding period; Professional counselling for the bride and groom necessitated by the unavoidable cancellation of the wedding.

The policy will cover those persons named in the certificate of insurance including any other persons stated in the policy. The maximum amount we pay under the policy will not exceed the amounts shown in the table of limits on page 5 of this document.

We draw your attention to the following features:

Duty of disclosure	You have a duty at law, to tell us anything you know which may affect our decision to insure you – refer important notices in this PDS, p4. Where there is non-disclosure, we may be entitled to cancel the policy, reduce the sum insured or treat the policy as never having existed.
Duty to take precautions	A condition of this policy requires you to take all reasonable precautions to prevent damage to property or injury to persons – see page 7.
Excess	Minor loss or damage may be less than the applicable excess under the policy and consequently not payable - see page 6.
General Exclusions	This policy has exclusions and affects the cover provided to you - refer pages 18-19 of the policy.
Limits of liability	Our liability is limited to the amounts you select and insure for. You therefore need to ensure the limits you select are adequate

to protect your interests. You are responsible for any amount which exceeds the limit of liability. You should also be aware there may be limitations to the cover provided under the policy, in the form of conditions, exclusions and endorsements.

Policy Conditions

The cover provided is subject to you complying with all the terms and conditions of this policy. Non-compliance may result in non-payment of claims.

Pre-existing medical conditions

Cover is not provided under Section A1 – Cancellation and Rearrangement Costs where the loss arises from pregnancy or childbirth unless the expected date of birth is more than two months after the wedding date.

Cover is not provided under Section D1 as a result of pregnancy or childbirth or for any health-related condition of the **insured person** pre-existing the insurance policy, or any aggravation of any such condition or degenerative condition or any temporary disablement aggravated as a result of such condition.

Please read the policy wording which is covered in the section 'Your contract with Ansvr Insurance' before you make a decision to purchase this product. The policy provides a full description of the terms, conditions and limitations of the cover provided to you.

Costs

The premium payable by you is shown in your Certificate of Insurance. The premium under this insurance policy is solely based on the option you select: Gold, Platinum or Diamond. The premium is payable when the product is purchased.

We may be entitled to charge a premium for the time we have been on risk 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, Fire Service Levies and Stamp Duty which are shown on your certificate of insurance.

You will also be liable for an excess if you lodge a claim under the policy.

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 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 either telephone or write to:

The Secretary
Internal Dispute Resolution Committee
Ansvar Insurance Limited
GPO Box 1655N Melbourne VIC 3001
PH +61 3 8630 3100
FX +61 3 9614 2740.

The Secretary will refer your complaint to the Internal Dispute Resolution Committee (IDRC) which comprises the CEO, Operations Manager and one of the non executive directors of Ansvar 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 Ansvar Insurance receives the additional information.

What if we don't resolve your problem?

Once the IDRC gives you an answer, we will provide you with the latest information about external dispute resolution that is available.

For many complaints this is the Insurance Ombudsman Service (IOS), which costs you nothing. You have three months from the date of the decision by the Disputes Resolution Committee to lodge your complaint with the IOS. The IOS may be contacted by calling 1300 78 08 08 for the cost of a local call, or by writing to them at PO Box 561, Collins Street West, Melbourne 8007.

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 Notices to Policyholders

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.

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.

Subrogation & Waiver of rights

Your attention is drawn to the conditions of this policy titled 'subrogation' and 'waiver of rights' which require that no admission of liability, offer, promise, payment or indemnity shall be made or given by you or on your behalf without our consent. Subject to the Insurance Contracts Act 1984, if you agree or have agreed not to seek compensation from any other party who would otherwise be liable to compensate you for any liability insured by this policy, we may not compensate you with respect to that liability.

Your Contract with Ansvar Insurance

When we have received **your** premium, we will insure you against the events described in this **policy** happening anywhere in the **geographical limits** during the **period of insurance** up to the limits shown in the **table of limits** below.

The **policy** shall not be modified except by our written **endorsement**. If the terms of this agreement are not observed, cover may be reduced or cancelled.

Table of limits

The following limits apply to the cover provided by this **policy**.

	Item of cover	Gold	Platinum	Diamond
Section A				
Cover A1	Cancellation & re-arrangement costs	\$15,000	\$22,500	\$30,000
Cover A2	Photographs and video	\$3,000	\$6,000	\$9,000
Cover A3	Failure of suppliers	\$3,000	\$6,000	\$9,000
Cover A4	Wedding cars & transport	\$3,000	\$6,000	\$9,000
Cover A5	Contract Disputes	\$10,000	\$20,000	\$30,000
Section B				
Cover B1	Wedding attire	\$5,000	\$10,000	\$20,000
Cover B2	Wedding presents, rings, attendants gifts & flowers	\$5,000	\$10,000	\$20,000
Cover B3	Wedding documents	\$500	\$1,000	\$2,000
Cover B4	Marquees & hired equipment (Optional)	\$25,000	\$25,000	\$25,000
Section C				
Cover C1	Public and Products Liability	\$5,000,000	\$5,000,000	\$5,000,000
Section D				
Cover D1	Personal accident	\$20,000	\$40,000	\$60,000
Cover D2	Professional counselling	\$500	\$1,000	\$1,500

Assignment and beneficiary change

No assignment of interest will be binding on us unless the original or a duplicate thereof is filed with us. We assume no responsibility for the validity of an assignment.

No beneficiary change will bind us unless we receive written notice of such change and we agree to it in writing.

Cancellation

You may cancel this **policy** at any time by notifying us in writing. We can cancel this **policy** in accordance with 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 a cancellation fee if **you** cancel the **policy** mid-term.

Estates and legal representatives

This **policy** will cover the estate, heirs, legal representatives or legal assigns of any natural person insured under this **policy** in the event of their death or legal incapacity to the extent such person would have been indemnified under this **policy** had such death or legal incapacity not occurred. Such successors, representatives or assignees shall observe and be subject to all the terms of this **policy** so far as they can apply.

Excess

You are liable for the first \$75 of each and every claim **you** make under this **policy**. If an event leads **you** to claim under more than one section of this **policy**, **you** will only be required to pay one excess.

Interpretation

The **policy** consists of this policy wording, the **certificate of insurance** and any **endorsements** issued which extend or amend the cover provided.

Headings and sub-headings appearing in the **policy** are for ease of reference only and shall not be deemed to form any part of the context, or to affect the interpretation of the **policy**. Words importing the singular number shall include the plural and vice-versa.

Certain words and phrases that appear in the **policy** have special meanings and are listed in the 'Definitions' section of this **policy**. Each time any of the defined words or phrases appear in this **policy** they will take the specific meaning shown in the 'Definitions' section. All other words and phrases will have the normal everyday meaning of the word or phrase applying.

Jurisdiction

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

Limit of liability

The cover provided by this **policy** is subject to the following as set out in the **policy** and/or the **certificate of insurance**:

1. the **table of benefits** under Section D;
2. the limits set out in the table of limits on page 5; and
3. any applicable excess shown in the **policy**.

Other insurance

If at the time any claim arises under this **policy**, there is other insurance in force covering the same liability, **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.

Subrogation

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

Waiver of any rights

If **you** agree or have agreed not to seek compensation from any other party who would otherwise be liable to compensate **you** for any liability insured by this **policy**, we will not be liable to compensate **you** with respect to that liability.

Your responsibilities during the period of insurance

You are required to:

1. take reasonable precautions to prevent loss, damage or injury to third parties;
2. comply with all statutory obligations, regulations and safety requirements imposed by any authority; and
3. take reasonable action at **your** own expense to prevent loss or damage to the property insured under this **policy**.

Definitions

Certain words and phrases that appear in this **policy** have special meanings or are in addition to any more specific definition appearing in this **policy**. Where the following words or phrases are used in the **policy** they will have the special meaning shown below. All other words used in this **policy** will have the common usage of the term applying.

appointed representative	means the lawyer, accountant or other suitably qualified person, who has been appointed to act for you in accordance with the terms of Section D of this policy .
bodily injury	means under Section D, injury caused solely and directly by accidental, violent, external and visible means, which occurs during the period of insurance and which results in any of the events specified in the table of benefits within 12 calendar months from the date of such injury.
bridal party	means the bride, groom, their parents or guardians, bride's attendants, best man and groomsmen.
certificate of insurance	means the current certificate of insurance issued to you in confirmation of the currency of this policy .
costs and expenses	means in respect of the cover provided in section A5, legal costs and all reasonable and necessary costs chargeable by the appointed representative

on a standard basis with our agreement and all similar costs incurred by opponents in civil cases if an insured person has been ordered to pay them or pays them with our agreement.

<i>date of occurrence</i>	means for civil cases pursued in respect of cover A5, the date when the cause of action accrued.
<i>defence costs</i>	means all reasonable costs and expenses incurred by <i>you</i> with our prior written consent, including costs incurred by <i>you</i> for legal representation in defending, investigating, attending or monitoring any claim or proceedings, together with all reasonable costs of bringing any appeals.
<i>endorsement</i>	means any document so designated and issued by us, that amends the policy wording or any details specified in the <i>certificate of insurance</i> .
<i>geographical limits</i>	means Australia and New Zealand
<i>income</i>	means the average weekly gross income net of business expenses, earned by an <i>insured person</i> through personal exertion during the twelve (12) months immediately preceding the <i>bodily injury</i> , but does not include bonuses, commission, overtime payments or any allowances. Where an <i>insured person</i> has elected to salary sacrifice his/her <i>income</i> , weekly gross income means the total value of the salary package.
<i>insured person</i>	means in respect of the cover provided under Section D, the bride or groom as named in the <i>certificate of insurance</i> .
<i>limb</i>	means in respect of section D, an arm at or above the wrist or a leg at or above the ankle whether in the singular or plural.
<i>medical practitioner</i>	means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the <i>bodily injury</i> , and who is not a relative of the <i>insured person</i> .
<i>occurrence</i>	means under Section C, an event including continuous or repeated exposure to substantially the same general conditions, which results in <i>personal injury</i> or <i>property damage</i> where such injury or damage is neither expected nor intended by <i>you</i> . The time and date of the first adverse condition resulting in injury or damage shall be the time and date of the <i>occurrence</i> .
<i>partial disablement</i>	means disablement that prevents the <i>insured person</i> from substantially attending to his or hers usual occupation as certified by a qualified <i>medical practitioner</i> .
<i>period of insurance</i>	means the period starting on the date and time the <i>certificate of insurance</i> is issued to <i>you</i> up to and including the date of the <i>wedding</i> shown in the <i>certificate of insurance</i> .
<i>permanent disablement</i>	means disablement lasting in excess of 12 calendar months from the commencement of <i>total disablement</i> and at the end of that period being considered unlikely to improve and likely to continue for an indefinite period.
<i>personal injury</i>	means under Section C, the following: <ol style="list-style-type: none">1. bodily injury including illness, disease, disability, shock, fright, mental illness, psychological injury and death; or2. assault or battery, except where committed by or at <i>your</i> direction for any

purpose other than the reasonable prevention or reasonable elimination of danger to persons or property; or

3. wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property, or invasion of privacy; or
4. wrongful arrest, detention, apprehension, imprisonment or malicious prosecution or humiliation.

policy

means:

1. all the terms, conditions, definitions, exclusions, limitations and provisions contained in the section of this document titled 'Your contract with Ansvr Insurance'; plus
2. the ***certificate of insurance***; and
3. any ***endorsements*** attaching to and forming part of this ***policy***, issued by us either at inception or during the ***period of insurance***.

pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

property damage

means under Section C, the physical loss, destruction or damage of tangible property, and includes loss of use of property whether or not that property has been destroyed or damaged.

reception

means the wedding reception booked or arranged to take place after the wedding ceremony on the date shown on the ***certificate of insurance***.

table of benefits

means the table under Section D of the ***policy*** listing the level of cover provided under that section.

table of limits

means the table on page 5 listing the applicable limits of liability for each of the gold, platinum or diamond levels of cover.

terrorism act

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:

- a. involves force or violence against one or more persons; or threat thereof; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or disrupt an electronic system.

total disablement

means disablement that entirely prevents the ***insured person*** from carrying out all the normal duties of his or her usual occupation, as certified by a qualified ***medical practitioner***.

we, us, our

means Ansvr Insurance Limited ABN 21 007 216 506.

wedding	means the wedding ceremony and reception taking place on the date shown in the certificate of insurance .
wedding period	means the period of one week before the wedding to one week after the wedding.
you or your	means the person insured and shown in the certificate of insurance and any member of the bridal party .

Section A – Loss of deposits and other expenses

Cover A1 – Wedding cancellation or re-arrangement

What is covered

We will reimburse **you** up to the amount shown in the **table of limits**, for any irrecoverable expenses incurred by **you** in respect of transport, accommodation, catering, photographs, flowers or hired wedding attire of the **bridal party** and services from any other suppliers booked but not used as a result of unavoidable cancellation or curtailment of the **wedding** made necessary by any cause beyond **your** control except as specifically excluded under 'What is not covered' below.

We will also pay any extra costs of alternative wedding services incurred to avoid cancellation of the **wedding** up to the amount shown in the **table of limits** provided such extra costs shall take into account the amount of reimbursement made earlier.

What is not covered

1. Any sums recoverable from any other source.
2. Any claim arising from:
 - a. the bride or groom deciding not to marry;
 - b. the death, injury, illness or compulsory quarantine of any person who has received a terminal diagnosis prior to the submission of the application form;
 - c. lack of funds to continue with the **wedding**, unless following compulsory redundancy of any member of the **bridal party** contributing more than 50% of the cost of the **wedding** which occurs after the issue of the **policy**.
3. Any claim arising directly or indirectly from injury, illness or death of any member of the **bridal party** caused by:
 - a. suicide or attempted suicide or self inflicted injuries;
 - b. pregnancy or childbirth unless the expected date of birth is more than two months after the **wedding** date;
 - c. the influence of drugs (unless they are prescribed by a qualified **medical practitioner** but not to treat drug addiction) or the effects of alcohol;
 - d. flying (other than as a fare-paying passenger), scuba diving, hang gliding or parachuting, hunting on horseback, polo, show jumping or steeple chasing, riding, sailing or driving in any kind of race, winter sports (other than curling or ice-skating), mountaineering, cliff or rock climbing, abseiling or potholing or playing in any sport professionally.
4. Any expense or loss where the bride or groom has booked, arranged or commenced the arrangements for the **wedding** against the advice of any **medical practitioner**.
5. Any claim arising from:
 - a. the death, injury, illness, compulsory quarantine, witness summons or jury service of any person(s) other than members of the **bridal party**;
 - b. service in the armed forces of any member of the **bridal party** or any wedding guest other than the bride or groom.
6. Any claim arising from non-attendance of wedding guests unless due to severe weather conditions preventing 50% or more of the guests from attending the **wedding**.

Cover A2 – Non-delivery of wedding photographs and video

What is covered

We will pay up to the applicable amount shown in the **table of limits**, all expenses necessarily incurred to retake the wedding photographs as a direct and necessary consequence of the following:

1. Non-appearance on the wedding day for any reason of the professional photographer booked for the **wedding**;
2. Loss of or damage to the original photographic record by any cause not excluded in this **policy** before copies are made;
3. Non-development of the original photographic record (other than under or over-exposure);

Provided such expenses are incurred within 90 days of the **wedding**.

Cover also includes up to the amount stated, all expenses necessarily incurred to retake wedding videos, resulting from the non-appearance on the wedding day for any reason of the professional video operator booked for the **wedding**; and payment for loss or damage by any cause to the original video tape produced by the professional video operator before copies are made.

What is not covered

1. Any sums recoverable from any other source;
2. A decision by the **bridal party** to discontinue the photographic order.

Cover A3 – Failure of suppliers

What is covered

Following the bankruptcy or liquidation of any suppliers booked to supply transport, accommodation, catering, photographs, flowers or hired wedding attire or any other wedding services, we will pay up to the amount shown in the **table of limits** for the following:

1. irrecoverable deposits;
2. additional costs in arranging alternative equivalent services but only so far as these costs exceed what would have been incurred had the original supplier not ceased trading.

What is not covered

1. Any sums recoverable from any other source.

Cover A4 – Wedding cars & transport

What is covered

Following the failure of any vehicle-hire firm to provide transport for the **bridal party** in accordance with any agreement or obligation with **you**, including non-appearance or breakdown of or accident to the vehicle, we will pay up to the amount shown in the **table of limits** for the following:

1. irrecoverable deposits;
2. additional costs in arranging alternative equivalent services but only so far as these costs exceed what would have been incurred had the original supplier provided the service.

What is not covered

1. Any sums recoverable from any other source;
2. Contracts which are not in writing.

Cover A5 – Contract Disputes

What is covered

We will negotiate for **your** legal rights in a contractual dispute arising from an agreement which **you** have entered into for the buying or hiring of any goods or services within Australia or New Zealand in respect of **your wedding**.

We will also pay for any legal proceedings in courts within Australia. We will pay **costs and expenses** up to the limit shown in the **table of limits** for contract disputes which have a **date of occurrence** within the **period of insurance**.

If an **appointed representative** is used, we will pay the **costs and expenses** incurred for this. We will only provide this cover if there is a reasonable chance of recovering damages, or of a successful defence in the event of a civil claim.

What is not covered

1. A contract regarding an insured person's profession, business or employment;
2. The settlement payable under an insurance policy;
3. A contract relating to the insured person's honeymoon;
4. Any **costs and expenses** incurred without our prior written consent;
5. Any insured incident intentionally brought about by **you** or a person acting with **your** consent.
6. Any claim relating to **your** alleged dishonesty or alleged violent behaviour.
7. Any claim relating to written or verbal remarks which damage the contracting parties' reputation.

There are also general exclusions applying to all sections of this **policy** – Refer to the Exclusions applicable to all Sections G1 to G10 on page 18.

Section B – General Property

Basis of settlement

At our option we will pay under Section B:

1. the reasonable cost of repairing any 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 maximum amounts specified in the **table of limits**.

Cover B1 – Loss or damage to the wedding attire

What is covered

Following loss or damage which is covered by this **policy** to the wedding attire of the **bridal party** we will replace or pay for the repair or replacement of such attire or dress including any hire charges necessarily incurred for substitute wedding attire, up to the amount shown in the **table of limits**.

What is not covered

1. Any sums recoverable from any other source.
2. Any loss by theft not reported to the police.

3. Loss or damage which is insured by or would but for the existence of this **policy**, be insured by any other policy.
4. Loss or damage by theft or attempted theft from an unattended vehicle unless the vehicle is secured at all points of access and the doors are locked and property hidden from view in a locked boot or glove compartment.
5. Ordinary wear and tear or inevitable soiling of the wedding attire during the course of the **wedding**.

Cover B2 – Loss or damage to presents, rings, cakes and flowers

What is covered

Following loss or damage which is covered by this **policy** to any wedding presents, wedding rings, wedding cake, attendant's presents or flowers during the **wedding period**, whilst at **your** home or at the **reception** or in transit between these locations, we will replace or pay the value of such items or make good such damage up to the applicable limit shown in the **table of limits**.

What is not covered

1. Any sums recoverable from any other source;
2. Any loss by theft not reported to the police;
3. Loss or damage which is insured by or would but for the existence of this **policy** be insured by any other policy;
4. Loss or damage by theft or attempted theft from an unattended vehicle unless the vehicle is secured at all points of access and the doors are locked and property hidden from view in a locked boot or glove compartment;
5. Gifts of cash which cannot be proven;
6. Money in excess of \$5,000;
7. Ordinary wear and tear whether through atmospheric conditions or otherwise, including deterioration of perishable presents, cake or flowers;
8. Any loss or damage intentionally caused by **you** or any person acting with **your** consent.

Cover B3 – Wedding documents

What is covered

We will pay up to the amount shown in the **table of limits** following loss or damage to wedding documents occurring within 24 hours before and after the **wedding**. We will choose whether to reimburse **you** or replace the documents.

What is not covered

1. Any sums recoverable from any other source;
2. Any documents not in the care or custody of the **bridal party**.

Cover B4 (Optional) – Loss or damage to hired marquees, furniture and equipment

The cover provided by this section is optional and only applies if shown in the **certificate of insurance** and the appropriate premium has been paid.

What is covered

We will pay up to the amount shown in the **table of limits** in respect of loss or damage to marquees or tents including gazebos, staging, flooring, chairs, tables, furniture, household or lighting equipment hired during the **wedding period**.

What is not covered

1. Any sums recoverable from any other source;
2. Damage arising from erection or dismantling of any hired property;
3. Damage to flooring caused by footwear;
4. Audio and visual entertainment equipment;
5. Curios, pictures, works of art, gold or silver articles;
6. Any process involving cleaning, repairing, altering or restoring; heating or any process involving the direct application of heat;
7. Theft of property from unlocked premises or unlocked vehicle or left unattended in the open air;
8. 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;
9. Ordinary wear and tear, fading, scratching or marring, chipping or denting, gradual deterioration, developing flaws or normal upkeep or maintenance;
10. Consequential loss of any kind.

There are also general exclusions applying to all sections of this **policy** – Refer to the Exclusions applicable to all Sections G1 to G10 on page18.

Section C – Public and Products Liability

What is covered

We will pay up to the amount shown in the **table of limits** for any one accident or series of accidents arising out of or attributable to the one source or original cause; plus **defence costs** and expenses which we have agreed to in writing, to indemnify **you** against **your** legal liability for:

- accidental bodily injury including death, disease or illness; or
- accidental damage to property;

which happens in Australia and is in connection with the **wedding**.

What is not covered

1. Any sums recoverable from any other source.
2. Loss of or damage to any property belonging to **you** or in **your** custody or control other than:
 - a. personal effects or vehicles of any visitors to or participants in the **wedding**;
 - b. any other vehicles (not belonging or loaned or hired to **you**) in any car park for which **you** are responsible;
 - c. premises including the fixtures and fittings (but not marquees) temporarily hired to **you** provided such liability does not arise solely under the terms of any contract or agreement.
3. Loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by **you** and all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall:
 - a. of any such goods or property;
 - b. any defective work executed by **you**.
4. Any liability arising from the following:
 - a. the ownership, possession or use by or on behalf of **you** of any mechanically propelled or assisted vehicles (other than gardening equipment or pedestrian controlled vehicles), lifts, caravans, aircraft, hovercraft or watercraft;
 - b. any vehicle required to be insured under any compulsory statutory insurance or accident compensation scheme;
 - c. the organisation of and/or participation in bungee jumping, parascending, hang-gliding, parachuting, base jumping, white water rafting, motor races, rallies and like hazardous activities;
 - d. a contractual agreement which we have not agreed to, unless liability would have attached to **you** in the absence of this agreement or commitment.

There are also general exclusions applying to all sections of this **policy** – Refer to the Exclusions applicable to all Sections G1 to G10 on page 18.

Section D – Personal Accident

Cover D1 – Death & Disablement

What is covered

If during the **wedding period** the **insured person** suffers **bodily injury**, we will pay the corresponding compensation set out in the **table of benefits** for death or total or **partial disablement**.

Weekly bodily injury benefits are payable for a period not exceeding 6 months.

You or **your** legal representative must supply us with a certificate from a **medical practitioner** in relation to any claim made.

Additional Benefit - Exposure and Disappearance

We will also pay **you** the benefit shown in the **table of benefits** if as a result of such **bodily injury** the **insured person** is exposed to the elements and as a result of that exposure within 12 months suffers an event set out in the **table of benefits**.

If the body of an **insured person** is not found within twelve (12) months after an accident involving the conveyance in which he or she was travelling, death will be presumed in the absence of any evidence to the contrary. The death benefit amount set out in the **table of benefits** will become payable, subject to a signed undertaking by the beneficiary that if the **insured person** is subsequently found alive, such death benefit amount shall be refunded to us.

Table of benefits

The percentage amounts in the following table are proportions of the limit shown against this section in the **table of limits** on page 5.

Events	Benefit
1. Death	100%
2. Permanent total disablement or permanent and incurable paralysis of all limbs or permanent total loss of use of two limbs or permanent and incurable major brain damage	100%
3. Permanent total loss of sight of both eyes	100%
4. Permanent total loss of sight of hearing in both ears	100%
5. Permanent total loss of use of four fingers and thumb of either hand	75%
6. Permanent total loss of use of one limb or four fingers of either hand	50%
7. Permanent total loss of sight of one eye	50%
8. Permanent total loss of hearing in one ear	25%
9. Permanent disfigurement from burns to more than 50% of the surface area of the head and neck	30%
10. Permanent disfigurement from burns to more than 50% of the surface area of the remainder of the body other than head and neck	20%
11. Temporary total disablement	1% per week
12. Temporary partial disablement	0.25% per week

Provisions in relation to the **table of benefits** above:

1. For events 1 to 10, the amount payable is the percentage of the capital sum insured shown in the **table of limits**, provided that:
 - a) the aggregate total of all payments under events 1 to 10 inclusive will not exceed 100% of the capital sum insured;
 - b) any compensation paid or payable for events 1 to 10 will be reduced by any sum paid or payable for event 11 and/or 12 in respect of the same **bodily injury**.
2. For events 11 and 12 we will pay in accordance with the **table of benefits** provided that:
 - a) We will not pay for more than one of these events at the same time;
 - b) We will not pay for any injured **insured person** who is not engaged in employment, a profession or paid occupation and who as a result of his/her **bodily injury** does not suffer a loss of **income**;
 - c) The weekly benefit will not exceed 80% of the **income** of the **insured person**;
 - d) The weekly benefits will be payable for a maximum of 26 weeks.
3. No compensation is payable under this section unless the event occurs within twelve calendar months of the date of the accident which caused the event.
4. Our total liability shall not exceed the amount of the maximum capital benefit or the maximum weekly benefit entitlement, as shown in the **table of benefits** and **certificate of insurance**, whichever is the greater.

What is not covered

We will not pay any claim for:

1. Death, **bodily injury** or illness sustained or suffered by an **insured person** who has not attained the age of fifteen (15) years or who exceeds seventy five (75) years of age.
2. Death or **bodily injury** to an **insured person** caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the **period of insurance**.
3. Death or **bodily injury** sustained or suffered and directly related to and or arising out of the **insured person's** occupational activities.
4. Death or **bodily injury** resulting from an **insured person**:
 - a) being affected or influenced in any way by intoxicating liquor or drugs;
 - b) being addicted to intoxicating liquor or a drug;
 - c) taking part in a riot or civil commotion;
 - d) taking part in naval, military or air force service or operations;
 - e) participating in or training for any professional sport, or racing, or training for racing or trialling in or on any motor powered conveyance;
 - f) engaging in football, underwater activities, mountaineering, skiing, motor cycling (whether as driver or passenger) hunting, polo, riding or driving in any kind of race, snow or ice sports, sky diving, hang gliding, bungee jumping, parascending, parachuting, base jumping, white water rafting, motor races, rallies and like hazardous activities;
 - g) exposing him or herself to needless peril.
5. Any type of hernia suffered by an **insured person** however caused.
6. Death or **bodily injury** resulting from an **insured person** travelling in any unlicensed aircraft; or flying or engaging in any other aerial activity as part of an aircraft's crew.
7. Suicide, attempted suicide, any deliberately self-inflicted bodily injury.

8. Pregnancy, childbirth, miscarriage or the complications of these conditions.
9. Any health-related condition of the **insured person** pre-existing the **policy**, or any aggravation of any such condition or degenerative condition or any temporary disablement aggravated as a result of such condition.
10. Any benefits where **you** receive or are entitled to receive compensation under workers or transport accident compensation legislation.

Cover D2 – Professional counselling

What is covered

We will pay up to the amount stated in the **table of limits** in respect of costs incurred by the bride or groom for professional counselling as recommended by a general medical practitioner.

This professional counselling must become necessary as a result of the unavoidable and permanent cancellation of the **wedding**, due to the death of the bride or groom or due to either the bride or groom electing not to go ahead with the marriage.

What is not covered

1. Any sums recoverable from any other source.
2. Any costs incurred arising from circumstances known to **you**, the bride or groom at inception of this **policy** which were likely to result in cancellation of the **wedding**.
3. Death of the bride or groom as a result of:
 - a. **bodily injury** caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the **policy**;
 - b. **bodily injury** resulting from an **insured person**:
 - i) being affected or influenced in any way by intoxicating liquor or drugs;
 - ii) being addicted to intoxicating liquor or a drug;
 - iii) taking part in a riot or civil commotion;
 - iv) taking part in naval, military or air force service or operations;
 - v) participating in or training for any professional sport, or racing, or training for racing or trialling in or on any motor powered conveyance;
 - vi) engaging in underwater activities, mountaineering, motor cycling (whether as driver or passenger) hunting, polo, riding or driving in any kind of race, snow or ice sports, parachute jumping, sky diving or hang gliding;
 - vii) exposing him or herself to needless peril;
 - c. **bodily injury** resulting from an **insured person** travelling in any unlicensed aircraft; or flying or engaging in any other aerial activity as part of an aircraft's crew;
 - d. suicide, attempted suicide, any deliberately self-inflicted bodily injury;
 - e. pregnancy, childbirth, miscarriage or the complications of these conditions where birth is expected less than 3 months after the **wedding**;
 - f. an **insured person** being given a terminal prognosis for a condition prior to the start of this **policy** or any health condition of the **insured person** pre-existing the **policy**, or any aggravation of any such condition or degenerative condition;
 - g. any condition which has caused a **medical practitioner** to advise against booking, arranging or commencing the **wedding**.

Exclusions applicable to All Sections

We will not cover any loss, damage or liability arising directly or indirectly from or based upon or attributable to or in consequence of:

- G1. war, invasion, act of foreign enemy, hostilities or warlike activities (whether war is formally declared or not), civil war, insurrection, rebellion, civil commotion assuming the proportions of or amounting to a popular rising, mutiny, military rising, military or usurped power, revolution, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority (other than damage caused in the process of preventing or diminishing imminent damage covered by this **policy** to any property insured).
- G2. 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**.
- G3.
 - a. ionising radiations or contamination by radioactivity from any nuclear waste or the combustion or self-sustaining process of nuclear fission of nuclear fuel; or
 - b. the hazardous properties of any nuclear explosive assembly or component; or
 - c. the use handling or transportation of radioactive materials or any weapon of war or explosive device employing nuclear fission or fusion.
- G4.
 - a. any dishonest, fraudulent, criminal or malicious act or omission, or
 - b. any act or omission committed with a reckless disregard for the consequences of such act or omission, or
 - c. the condoning of acts or omissions of the type referred to in a and b above, or
 - d. any deliberate breach of any statute or regulation,by any person who may be covered under this **policy**.
- G5. fines or penalties or liquidated, punitive, exemplary or aggravated damages or multiplication of compensatory damages or taxes, levies, imposts or duties imposed by a court of law or under any statute or subordinate legislation or under any government or local government regulation or proclamation.
- G6. asbestos or asbestos products in any form or quantity or for defending any claim for such actual or alleged liability. However, this exclusion shall not apply if any injury sustained is unrelated to the inherently hazardous nature of asbestos.
- G7.
 - a. the actual, alleged or threatened discharge, dispersal, release, escape or disposal of **pollutants** into or upon land, the atmosphere, or any watercourse or body of water; or
 - b. the cost of removing, nullifying or cleaning up **pollutants**.
- G8. arising from **personal injury** to any person deemed to be employed by **you** under any relevant workers compensation or similar legislation.
- G9. liability arising under or imposed by any industrial award, agreement or determination.
- G10. any action for compensation brought or first brought against **you**, in any court of law or tribunal whose judgment is unenforceable in the courts of law in Australia or New Zealand.

Claims Procedures

Your responsibility when making a claim

Following any loss, damage or liability which may give rise to a claim or likely to give rise to a claim under this **policy**, it is **your** responsibility to advise us by telephone or in person as soon as is reasonably possible after the occurrence and promptly provide any information we request. **You** must also report any incident of theft, attempted theft, malicious acts, or accidental loss to the police.

A claim form may be sent to **you** to provide the information we require. Please complete and return this form promptly. Alternatively, we may appoint a loss adjustor or investigator to make enquiries on our behalf and **you** should cooperate fully with any such appointee.

You must forward to us every originating process, whether by way of writ, summons, third party notice or cross-claim, and every notice of any prosecution, inquest or fatal accident inquiry, immediately upon receipt or service thereof. If this is not done, we may reduce or revoke **your** right to cover under this **policy**.

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

Defence and settlement of claims

You must not make any admission of liability, offer or promise of payment or take any action that may be considered to be an admission of liability, or settle or repudiate a claim without our prior written 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 us all such information and assistance as we may require. We shall be entitled to attend any inquest or fatal accident inquiry in respect of which there may arise any liability under this **policy**.

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. If **your** failure to comply caused the loss for which **you** claim, we may be entitled to refuse the claim.

Claims Cooperation

You are required to promptly do and concur in doing all things reasonably practicable to avoid or diminish any loss, and shall immediately give all such information and assistance to us as we may reasonably require to enable us to investigate and to defend a claim and/or to enable us to determine our liability under this **policy**.

We may take whatever action that we consider appropriate in respect of the claim against **you** and such action by us will not be regarded in any way prejudicing our position under this **policy** and no admission of entitlement to indemnity under this **policy** shall thereby be implied or arise.

You will not be required to contest any claim unless a senior counsel (to be mutually agreed upon by **you** and us) shall advise that such claim should be contested. In formulating such advice, senior counsel shall take into consideration the economics of the matter, the damages and costs which are

likely to be recovered by the plaintiff, the likely **defence costs** and **your** prospects of successfully defending the claim. The cost of such senior counsel's opinion shall be regarded as part of the **defence costs**.

In the event of any payment under this **policy**, we will be subrogated to the extent of such payment to all **your** rights of recovery, and **you** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable us effectively to bring suit in **your** name.

Fraudulent Claims

As a protection for all insurance policyholders 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 **policy**.

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