

Tokio Marine & Nichido Fire Insurance Co., Ltd.

Product Disclosure Statement And Home Insurance Policy

THIS PRODUCT IS ISSUED BY **TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.** ABN 80 000 438 291
AFS LICENCE 246548, (A COMPANY INCORPORATED IN JAPAN) THROUGH ITS MANAGING AGENT IN
AUSTRALIA **TOKIO MARINE MANAGEMENT (AUSTRALASIA) PTY. LTD.**, ABN 69 001 488 455
LEVEL 3, 1 CHIFLEY SQUARE, SYDNEY, SW 2000
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www.tokiomarine.com.au

To Be a Good Company



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PART 1 – PRODUCT DISCLOSURE STATEMENT (PDS)

THE PURPOSE OF THE PDS

This PDS is an important legal document designed to help You make an informed decision when purchasing Your Household Protection insurance. The PDS includes information about what the policy does or does not insure, information about the terms and conditions as well as details of the significant benefits or risks and how the premium is calculated.

The Policy Wording commences on page 12 in Part 2 of this booklet and You should read it for a full description of the terms, conditions and limitations of the insurance cover.

Please keep your PDS and Policy Wording in a safe place together with Your Policy Schedule.

WHO IS THE INSURER?

Tokio Marine & Nichido Fire Insurance Co., Ltd. (Tokio Marine & Nichido) ABN 80 000 438 291 AFS 246548 is the insurance company that issues this insurance policy. It is also the issuer of this PDS.

WHO IS THE INSURER'S AGENT IN AUSTRALIA?

Tokio Marine & Nichido's Managing Agent in Australia is Tokio Marine Management (Australasia) Pty. Ltd. ABN 69 001 488 455 (**Tokio Marine Management**). As managing agent, Tokio Marine Management holds Tokio Marine & Nichido's Power of Attorney that allows it to perform all of the functions of the insurance company on Tokio Marine & Nichido's behalf. Tokio Marine Management is a wholly owned subsidiary of Tokio Marine & Nichido.

HOW TO CONTACT US

You may contact Tokio Marine & Nichido and its managing agent, Tokio Marine Management, in the following ways:

NEW SOUTH WALES

Level 3
1 Chifley Square
SYDNEY NSW 2000.
Telephone: (02) 9232 2833
Facsimile: (02) 9232 6374

VICTORIA

Level 13 North Tower
459 Collins Street
MELBOURNE VIC. 3000.
Telephone: (03) 9621 1911
Facsimile: (03) 9621 1255

IMPORTANT TERMS EXPLAINED

When used in the PDS certain terms have a specific meaning. These are set out below. All other words which are capitalised have the specific meaning contained in the policy Wording Definitions in Part 2:

Home Building means the residential building located at the address stated on Your Policy Schedule.

Home Contents means those items owned by You or Your Family, which are not permanently attached or fixed to the structure of the Home Building.

Insured Event means the events listed in the Policy Wording in Part 2, which may cause unforeseen or unintended loss, destruction or damage.

Premium means the amount You pay for Your insurance. This includes GST, stamp duty and any other government taxes or charges.

Policy Schedule means the most recent schedule that We will provide to You that shows details of Your insurance, the amount You are insured for and when the policy starts and ends. If You renew this policy, Your Policy Schedule will be replaced each year with a new Policy Schedule.

Period of Insurance means the period during which You are insured and is shown on Your Policy Schedule.

Sum Insured means the maximum amount that We will pay as shown on Your Policy Schedule.

We, Our, Us means Tokio Marine & Nichido Fire Insurance Co., Ltd.

You, Your means the person or persons named as the insured on Your Policy Schedule.

WHAT WILL THIS POLICY INSURE?

We will insure the Home Building, Your Home Contents, Your Specified Portable Valuables and Legal Liability as shown on Your Policy Schedule. There are terms and conditions, limitations and exclusions that apply so You should refer to the Policy Wording in Part 2 for the full details of the insurance cover.

YOUR DUTY OF DISCLOSURE

This policy is a 'consumer insurance contract'.

Before You start, reinstate, extend or vary a policy with Us, You have a duty under the *Insurance Contracts Act 1984 (Cth)*.

It is important that You understand the following about Your Duty:

1. When You ask for cover You must answer specific questions that We ask completely and with reasonable care. This may mean, for example, that You should take reasonable steps to find out the answer to a question if You do not already know the answer before responding to the question;
2. If You ask for the cover to be extended, altered or reinstated We may:
 - (a) ask You specific questions as mentioned above, and You must again answer completely and with reasonable care; and/or
 - (b) give You a copy of the matters You previously disclosed to Us in relation to the cover, and request You to tell Us if there have been any changes to that matter. You must answer honestly and completely in telling Us what, if any, changes there have been to that matter;
3. We rely on the accuracy of the information that You provide to Us to decide whether or not to insure You and, if so, on what terms (including but not limited to the cost);
4. Whether or not You have taken reasonable care not to make a misrepresentation to Us will be determined with regard to all the relevant circumstances, including any of your particular characteristics or circumstances which We were (or ought to have been) aware of. It may also include the type of insurance cover that You have asked for and who it is intended to be sold to, and whether or not an insurance broker was acting on your behalf when You asked for cover; and
5. Your Duty ends once We agree, in writing, to insure You.

If You fail to comply with Your Duty, We may be entitled to reduce or deny any claim You may make or cancel the policy altogether. If Your failure to comply with Your Duty is fraudulent, We may also have the option of avoiding the contract from the beginning, which is, treating it as though it never existed.

If there is something which You do not understand, please contact Us and We will try and assist You.

IMPORTANT INFORMATION

It is important that You fully understand the cover provided by this policy and We suggest that You read the entire Policy Wording. This policy is an Insured Events policy which means you are covered when the events listed in Your Policy cause damage to Your Home, Contents or Specified Portable Valuables, or give rise to legal liability. You are not covered for loss, damage or destruction caused by events that are not listed in the Policy Wording in Part 2. For full details of what We cover and do not cover You for, read the full PDS and the Policy Wording in Part 2 carefully, including pages 12 to 21 and the General Exclusions on page 22.

PLEASE READ THE POLICY WORDING CAREFULLY AND IF THERE IS SOMETHING YOU DO NOT UNDERSTAND, PLEASE CONTACT US.

If You require another copy of the policy wording, please contact Your local Tokio Marine & Nichido office.

You should keep any evidence of value of property and proof of ownership (receipts, owner's manual etc) as We may ask You to provide them if You make a claim. If You cannot prove that You owned an item We may not pay You for it.

HOME BUILDING COVER – SIGNIFICANT FEATURES AND BENEFITS

This section will cover loss, damage or destruction to the Home Building caused by an Insured Event happening during the period of insurance.

Significant Features and Benefits

You are Insured for:

Exploratory Costs, Removal of Debris and Fees Associated with Rebuilding

Summary

Reasonable costs of locating the cause of damage or destruction, demolition and removal of debris and necessary advice in connection with the repair of the Home Building.

Temporary Repairs and Protection

Reasonable costs of temporary repair and protection to prevent further loss, damage or destruction to the Home Building.

Costs of Temporary Accommodation

Reasonable rental costs up to a maximum of 20% of the Sum Insured if the Home Building becomes uninhabitable as a result of an Insured Event.

Landlord's Loss of Rent

Loss of rent up to a maximum of 20% of the Sum Insured if the Home Building becomes uninhabitable as a result of an Insured Event.

Landlord's Contents

Landlord's contents up to a maximum of 10% of the Sum Insured while contained in the Home Building for loss, damage or destruction as result of an Insured Event.

Rekeying or Replacing Locks

Reasonable costs up to \$500 for rekeying or replacing locks and cylinders on external doors and windows at the Home Building if the keys to operate those locks have been stolen from the Home Building.

HOME CONTENTS COVER - SIGNIFICANT FEATURES AND BENEFITS

This section will cover loss, damage or destruction to Your Home Contents whilst in the Home Building caused by an Insured Event happening during the Period of Insurance.

Limits will apply to the amount We will pay for a claim for certain items unless the items are specified on Your Policy Schedule in which case We will pay up to the amount specified for that item.

Significant Features and Benefits You are Insured for:	Summary
Temporary Repairs and Protection	Reasonable costs of temporary repair and protection to prevent further loss, damage or destruction to Your Home Contents.
Costs of Temporary Accommodation	Reasonable additional rental costs up to a maximum of 20% of the Sum Insured if You are a tenant and the Home Building becomes uninhabitable as a result of an Insured Event.
Temporary Removal	Home Contents whilst temporarily removed from your address up to a maximum of \$1,000 any one item, pair or set and up to a maximum of 20% in total of the Sum Insured.
Rekeying or Replacing Locks	Reasonable costs up to \$500 for rekeying or replacing locks and cylinders on external doors and windows at the Home Building if the keys to operate those locks have been stolen from the Home Building.
Office Equipment	Up to a maximum of \$10,000 or 20% of the Sum Insured, whichever is the lesser, for office equipment in the Home Building.
Food Spoilage	Up to \$500 for loss of food, which has been spoilt as a result of an Insured Event.
Visitors' Effects	Up to \$500 for loss, damage or destruction to the personal effects of visitors' as a result of an Insured Event whilst contained in the Home Building.
Credit or Transaction Cards	Up to \$1,000 for unauthorised use of Your credit or transaction card stolen from the Home Building.
Changing Homes	Home Contents cover at both new and old locations for up to 14 days.

LEGAL LIABILITY COVER - SIGNIFICANT FEATURES AND BENEFITS

This section covers Your legal liability for injury to other people and for loss or damage to someone else's property happening during the period of insurance.

Significant Features and Benefits You are Insured for:	Summary
When You are insured for Home Building	We will cover Your legal liability as the owner and/or occupier of the Home Building.
When You are insured for Home Contents	We will cover Your legal liability as the occupier of the Home Building and as the owner of Your Home Contents.

SPECIFIED PORTABLE VALUABLES COVER

If You have selected Home Contents cover You may choose to insure personal valuables which You take with You away from the Home Building. If You specify Your personal valuables in Your Policy Schedule We will insure them for accidental loss, destruction or damage anywhere in Australia.

The maximum We will pay for the repair or replacement of a specified item is the Sum Insured on Your Policy Schedule for that item. It is important to ensure that valuations for such items are kept up to date.

WHEN WILL BENEFITS BE AVAILABLE

Subject to the terms and conditions of the Policy Wording in Part 2, You can claim on this policy when an Insured Event occurs during the period of Your insurance causing You to suffer loss, damage or destruction, or to incur legal liability.

We will take several factors into account when considering Your claim. These factors will include:

- Your excess
- The sum insured
- The terms and conditions of the policy (exclusions and limitations may apply)
- The nature of the loss, damage, destruction or liability.

When We pay You for a claim for loss, damage or destruction to the Home Building, Your Home Contents or Your Specified Portable Valuables, We may choose to:

- Pay to repair or replace the Home Building, Your Home Contents and/or Your Specified Portable Valuables; or
- Pay You the cost of repair or replacement of the Home Building, Your Home Contents and/or Your Specified Portable Valuables; or
- Pay a third party

The most We will pay for a claim made on the Home Building, Home Contents, Specified Portable Valuables and Legal Liability by You, for You or on Your behalf is the Sum Insured or limit for that item of property shown on Your Policy Schedule.

SIGNIFICANT RISKS ASSOCIATED WITH HOLDING THIS PRODUCT

Insured Events

This is an Insured Events policy which means that You are covered when the events listed in your policy happen. You are not covered for loss, damage or destruction caused by events that are not listed in the Policy Wording in Part 2. For full details of what we cover and do not cover You for, read the full PDS and the Policy Wording in Part 2 carefully, including pages 12 to 21 and the General Exclusions on page 22.

Flood

This policy does not cover loss, damage or destruction caused by flood.

Limits on Claims

Irrespective of the Sum Insured on Your Policy Schedule, there are limits to what We will pay for certain claims.

The following limits apply to Your Household Protection Insurance policy:

Home Building

- | | |
|---|-------------------------------|
| ▪ Rental expenses if You are the owner occupying the Home Building | Up to 20% of the Sum Insured. |
| ▪ Loss of rent if You are the owner not occupying the Home Building | Up to 20% of the Sum Insured. |
| ▪ Landlord's contents | Up to 10% of the Sum Insured. |
| ▪ Rekeying or replacing locks | Up to \$500. |

- Loss, damage or destruction to the Home Building as a result of Fusion Up to \$1,000.

Home Contents

- Pictures, works of art, watches, jewellery, unset stones and gems, furs, leather items, gold or silver articles, documents, cameras, photographic equipment, camcorders, computers and computer software, collectables, CDs, DVDs, game cartridges and discs of any sort. Up to \$1,000 any one item, pair or set, and up to 20% in total of the sum insured, unless specified individually with own sum insured.
- Cash, negotiable instruments, stamps, postal notes, or money orders Up to \$500.
- Theft of contents in the open air at Your address Up to \$1,000.
- Loss, damage or destruction to contents in open air at Your address Up to 5% of the Sum Insured or \$1,000 whichever is the Greater.
- Loss, damage or destruction to contents as a result of Fusion Up to 2% of the Sum Insured or \$1,000 whichever is the lesser.
- Additional rental expenses if You are a tenant Up to 20% of the Sum Insured.
- Contents temporarily removed from the Home Building for up to 60 consecutive days Up to 20% of the Sum insured.
- Rekeying or replacing locks Up to \$500.
- Office equipment located in the Home Building Up to 20% of Sum Insured or \$10,000 whichever is the lesser.
- Food spoilage resulting from an Insured Event Up to \$500.
- Visitors effects in the Home building Up to \$500.
- Unauthorised use of credit or transaction cards stolen from the Home Building Up to \$1,000.

Legal Liability

For death or bodily injury to other people, and for loss, damage or destruction to property of other people Up to \$20,000,000.

Specified Portable Valuables

The maximum We may pay You is the Sum Insured for each individual item specified on Your Policy Schedule, or the cost of repairing or replacing the items, if less.

Exclusions

Your policy will not provide cover in some circumstances, as there are certain exclusions that apply. This means that We may refuse to pay a claim in those circumstances.

Exclusions include:

Loss, damage or destruction caused by:

- Flood
- Water seeping or percolating through walls, roofs or floors
- Storm, wind, hail or rainwater to retaining walls, paths, driveways and tennis court surfaces
- Faulty design or workmanship, structural defects, settling, shrinkage or expansion

- The discharge or escape of any pollutant or contaminant
- Any actual or threatened act that involves any chemical, biological or nuclear weapon, or any actual or threatened pollution or contamination from such weapons
- Certain Insured Events when the Home Building is unoccupied for more than 60 consecutive days.

Please refer to the Policy Wording in Part 2 for further details of the exclusions.

EXCESS

When You make a claim You will be asked to pay the Excess. The types and amount of Excess are shown in the Policy Wording and in Your Policy Schedule.

CALCULATING YOUR PREMIUM

When calculating Your premium We consider many factors including the covers requested, Sum Insured, the location of the Home Building, the construction of the Home Building, security precautions taken, whether You own or rent Your property and whether Your property is used for business purposes.

Government taxes such as GST, stamp duty, and in certain cases insurance duty (applicable only in some States), are then added to the premium to calculate the final amount payable.

GST

Your policy premium will include GST. If you are registered for GST You may be able to claim an Input Tax Credit in respect of the GST We collect from You. Please refer to page 23 of the Policy Wording in Part 2 for more information.

If You make a claim, the amount that We pay You for that claim will be reduced by the amount of any Input Tax Credits that You are entitled to receive in relation to the repair or replacement of the Home Building, Home Contents, Specified Portable Valuables or the supply of other goods and services that are the subject of the claim.

If You are unsure about the taxation implications of Your policy You should seek advice from Your accountant or tax professional.

HOW TO MAKE A CLAIM

In the event of loss, damage or destruction to the Home Building, Your Home Contents or Your Specified Portable Valuables, or an incident likely to give rise to legal liability relating to Your Home, please contact Us at Your nearest Tokio Marine & Nichido office listed on page 3 of this booklet.

COOLING OFF PERIOD

If You are not completely satisfied with Your policy, You can cancel it within 21 days of the start date ("cooling off period") and receive a full premium refund providing no claims have been made by contacting Us at Your nearest Tokio Marine & Nichido office listed on page 3 of this booklet.

CANCELLATION FEE

If You cancel Your policy outside the 21 day cooling off period a cancellation fee of 10% may be applied to the refund of to Your premium to cover Our reasonable administrative costs of providing cover up to the date of cancellation and any non-refundable government charges and taxes.

You have the right to cancel the policy at other times. Please see "Cancellation" on page 24 of the Policy Wording for further details.

GENERAL CODE OF PRACTICE

Tokio Marine & Nichido is a signatory to the General Insurance Code of Practice.

The Code of Practice informs the customers of the standards of service to be expected from the Insurance Industry. The objectives of the Code of Practice are to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;

- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers;
- commit insurers and the professionals they rely upon to higher standards of customer service.

COMPLAINTS

You are entitled to make a complaint to Us about any aspect of Your relationship with Us.

If You need to make a complaint, You can do so over the phone or in writing including by email correspondence.

We will conduct complaints handling in a fair, transparent and timely manner.

Stage 1

- within 10 business days, if We have all the relevant information and We have completed Our investigation, We will provide You with Our decision on Your complaint in writing
- within 10 business days, if We require additional information or require more time to investigate, We will let You know and will attempt to agree with You to an alternative timeline
- if You are satisfied with Our decision, Your complaint has been resolved
- if the decision does not resolve Your complaint to Your satisfaction, You can request Us to review Our decision

Stage 2

- Your complaint will be reviewed by the relevant Department Manager or an employee with appropriate authority, knowledge and experience
- We will keep You informed about the progress of Our review at least every 10 business days
- within 10 business days, if the reviewer has all the information they need and has completed their investigation, You will be advised of Our final decision
- within 10 business days, If the reviewer requires more information or more time, they will let You know and will attempt to agree with You to an alternative timeline
- if You are satisfied with the final decision, Your complaint has been resolved
- if the final decision does not resolve Your complaint to Your satisfaction, You are entitled to refer Your complaint to the Australian Financial Complaints Authority (AFCA)
- the AFCA is an independent external dispute resolution scheme

We further advise that Stage 1 and Stage 2 of Our complaints process described above will not exceed 30 calendar days in total, unless We are unable to provide You with a final decision within 30 calendar days.

If We are unable to provide You with a final decision within 30 calendar days, We will inform You before the end of that period of the reasons for the delay and Your right to refer Your complaint to the AFCA, together with contact details for the AFCA.

If Your Problem is Not Resolved

If You disagree with Our decision, You can appeal to the Australian Financial Complaints Authority (AFCA). We will advise You how to do this and provide all relevant assistance.

The Australian Financial Complaints Authority is an independent industry dispute resolution scheme. The decisions made by AFCA are binding on Us provided You agree. You do not have to accept any decision that We or the AFCA make. You always have the option of seeking other solutions.

You can contact the AFCA on 1800 931 678 or by email to info@afca.org.au. You can also visit the AFCA website at info@afca.org.au. You can also write to AFCA at GPO Box 3, Melbourne, VIC, 3001. This is a free service.

THE FINANCIAL CLAIMS SCHEME

You may be entitled to payment under the Federal Government's Financial Claims Scheme in the unlikely event that Tokio Marine & Nichido is not able to meet its obligations under the policy. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Financial Claims Scheme website at www.fcs.gov.au and the APRA hotline on 1300 55 88 49.

PRIVACY DISCLOSURE AND CONSENT STATEMENT

We collect, store and use Your personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

Consent

By requesting Us to provide You with insurance and insurance related services, You consent to the collection, use and disclosure of personal information You have provided to Us for the purposes set out in Our Privacy Policy.

How Your personal information is collected by Us

We primarily collect personal information from You or Your agents. Personal information may also be collected by Us from Our agents and service providers; other insurers and insurance reference bureaus; third parties who may claim under Your policies; service providers who assist Us in investigating, processing and settling claims; third parties who may be arranging cover for a group that You are part of; statutory, regulatory and law enforcement bodies and from publicly available sources.

Why We collect personal information

The personal information We collect enables Us to provide Our products and services. This may include handling and managing claims, offering products and services that may be of interest to You and conducting market analysis for products and services that may be relevant to You.

You can choose not to receive product or service offerings from Us by emailing privacy@tokiomarine.com.au or by contacting Your Tokio Marine service representative. For further information, you can access Our Privacy Policy at www.tokiomarine.com.au

Who We disclose Your personal information to

Your personal information may be disclosed to other parties with whom we have business arrangements for purposes set out in the paragraph above. These parties may include insurers, intermediaries, reinsurers, related companies, our advisers and parties involved in claims assessment, processing, investigation and settlement. Where required by law, We may also disclose information to government, law enforcement, dispute resolution and statutory or regulatory bodies.

Personal information about others

Where You provide personal information about others, You represent to Us that you have made them aware that you will do so, the types of third parties we may disclose it to together with the purposes we and our third parties use it for, how they can access such information and how complaints can be made. Where You provide personal information about others, You represent to Us that you have obtained their consent. If You have not, and will not do so, You must tell us before You provide the personal information.

Overseas disclosure

Your personal information may be disclosed to other companies in the Tokio Marine group, reinsurers and service providers that may be located in Australia and overseas. The countries this information may be disclosed may vary from time to time but may include Japan, the United States of America and other countries where the Tokio Marine group has a presence. Any information disclosed may only be used for the purposes detailed above and We will not transfer personal information to a recipient in a foreign country unless We have appropriate protections in place as required by the relevant privacy laws. Our data containing Your information is stored in Our data centre using dedicated hardware and networks. The hardware, networks and technology in which Your information may be stored includes but is not limited to SaaS (Software as a Service), and cloud computing. Your information may be stored outside Australia. Your information will be stored on Our database for such period of time as required by law.

Accessing Your personal information and dealing with complaints

You may request access to the personal information we hold about you by calling Your Tokio Marine service representative at any time. Our Privacy Policy details how you can make a complaint about a breach of the privacy principles as set out in the Privacy Act 1988 (Cth) and our complaints process.

Our Privacy Policy is available at <https://www.tokiomarine.com.au/wp-content/uploads/2020/12/PrivacyPolicy20201127.pdf>

PART 2 – HOUSEHOLD PROTECTION INSURANCE POLICY WORDING

POLICY DEFINITIONS

We, Our, Us means Tokio Marine & Nichido Fire Insurance Co., Ltd.

You, Your means the insured named in Your Policy Schedule and includes members of Your Family who normally live with You.

Your Family means Your spouse, defacto spouse, partner, parents, grandparents, children, grandchildren, brothers, sisters, and in-laws who normally live with You.

Home Building means the residential building (fully enclosed with walls and a roof) situated at the Address on Your Policy Schedule, including domestic outbuildings and any Fixtures or Home Building Improvements.

For apartments and units, it is the apartment or unit shown on Your Policy Schedule and includes any lockable storage compartment reserved exclusively for Your use which is located in another part of the building in which Your apartment or unit is located.

Address means the address shown in Your Policy Schedule at which the Home Building is located, including the surrounding yard or garden primarily used by You for domestic purposes.

Fixtures mean any item which is permanently attached or fixed to the structure of the Home Building, and cannot be removed without causing damage to the Home Building.

Home Building Improvements mean any permanent addition in or around the Home Building that adds value to the cost of rebuilding or repairing the Home Building, and includes:

- Garages or carports
- Clothes line
- Paved, concreted or tiled driveways and paths
- Masts and aerals
- Pergolas and gazebos
- Inground pools
- Above ground pools when enclosed by decking
- Gates and fences
- Wharves, jetties and pontoons not used for any commercial purpose.

Home Building Improvements does not include plants, trees, shrubs, grass, rocks, landscaping or soil.

Home Contents means those items owned by You or Your Family which are not permanently attached or fixed to the structure of the Home Building, and includes:

- Domestic and antique furniture and furnishings
- Drapes, interior blinds, rugs and carpets
- Moveable swimming pools, saunas and spas
- Household goods, clothing and other personal effects
- Cash, stamps and negotiable instruments
- Bicycles, surfboards, surf skis, and sailboards
- Computer equipment and licensed software
- Tools and lawn mowers used only for domestic purposes

Home Contents does not include:

- Motor vehicles, motor cycles, trailers, caravans, aircraft, unmanned aerial vehicle, drone, watercraft or any accessories related to these items
- Building materials
- Plants, trees, shrubs, grass, rocks, landscaping or soil
- Pets or animals
- Goods kept for sale, distribution or on consignment

- Stock or tools used in any trade, business or profession such as professional lawn mowers, power tools or non-powered tools.
- Illegal items, illegal firearms or illegally stored firearms.

Home Building Sum Insured means the amount of insurance cover You have purchased for the Home Building. This amount should be the cost to totally rebuild at today's prices (including the Goods and Services Tax) the Home Building including all Fixtures and Home Building Improvements, allowances for exploratory costs, removal of debris and fees associated with rebuilding, and if the Home Building is tenanted, an allowance for Your Contents as the landlord.

Home Contents Sum Insured means the amount of insurance cover You have purchased for Your Home Contents. This amount should be the cost to totally replace all Your Home Contents including any home office contents at today's prices (including the Goods and Services Tax).

Policy Schedule means the most recent schedule that We have provided to You that shows details of Your insurance, the amount You are insured for and when the policy starts and ends. If You renew this policy, Your Policy Schedule will be replaced each year with a new Policy Schedule.

Period of Insurance means the period during which You are insured, and is shown on Your Policy Schedule.

Insured Event means:

1. Fire, explosion and lightning, but not scorching, arcing or heat damage that happens without any flame.
2. Earthquake, volcanic eruption or subterranean fire.
3. Theft and attempted theft, but not when the person responsible normally lives at the Home Building or has entered the Home Building or Your Address with Your consent or the consent of a person who lives in the Home Building.
4. Malicious acts by a person, but not by You or by a person who normally lives at the Home Building or has entered the Home Building or Your Address with Your consent or the consent of a person who lives in the Home Building.
5. Escape of liquid, including the cost of locating the point of escape, from:
 - Any water main or fixed pipe, gutter or guttering, fixed tank or drain
 - Any sink, toilet, bath, shower, basin or waterbed
 - Fixed heating or cooling system
 - A dishwasher, washing machine or refrigerator with water dispenser
 - An aquarium

but We do not pay to:

- Repair or replace the apparatus, equipment or item from which the liquid escaped
- Retile the part of the floor or the walls not directly affected if liquid has escaped from a shower base, walls or floor and We are unable to match any existing tiles. If You choose to retiling the walls or floor with different tiles, We will only pay for the retiling of the area directly affected.

6. Accidental breakage of any:
 - Fixed glass, fixed mirrors, skylights
 - Fibreglass shower base, fixed shower screen, basin, sink, bath, toilet bowl or cistern
 - Ceramic cooktop, oven door
 - Light fittings fixed to the buildings
 - Glass forming part of furniture

but We do not pay for any:

- Breakage caused by the direct application of heat
- Glass in any glasshouse or greenhouse
- Glass in television sets, sound equipment or any computer equipment
- Breakage, which does not extend through the entire thickness of the damaged item.

7. Riot, civil commotion or public disturbance.

8. Impact caused by any vehicle, aircraft, unmanned aerial vehicle, drone, watercraft, satellite,

space debris, meteorite, collapsing aerial, mast or satellite dish, or any falling tree or branch but We will not pay where the impact is caused by felling or lopping a tree at Your Address.

9. Storm, Wind, Hail or Rainwater, but We do not pay for:
 - Flood, subsidence or erosion.
 - Rainwater entering through an open window
 - Loss or damage to swimming pool or spa covers, or to detachable liners.
10. Fusion, being the burning out of an electric motor or its wiring caused by the electric current within it
 - but We do not pay for Fusion of:
 - Electric motors used in connection with any business, trade or profession
 - Electric motors more than 10 years old
 - Electric motors covered under a warranty
 - Replaceable items related to electric motors such as protective devices, fuses and mechanical parts.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam

Flood is not covered and is not an Insured Event.

Rainwater means rain falling naturally from the sky and includes rainwater run-off over the surface of the land.

Storm means violent wind (including cyclones and tornadoes) and thunderstorms, which may be accompanied by rain, hail or snow.

Incident means a single occurrence or a series of occurrences arising out of the one event.

Excess means the amount You have to contribute to each claim.

SECTION 1: HOME BUILDING COVER

This section applies if You have chosen to insure the Home Building and it is shown as insured on Your Policy Schedule.

Home Building Cover

We cover the Home Building for loss, damage or destruction caused by an Insured Event happening during the Period of Insurance.

What We Will Pay

We will pay, the reasonable costs of rebuilding, replacing or repairing the Home Building so that it is, as much as practicable, in the same condition as when new or when last renovated. We will also pay any additional costs incurred in complying with Government or Local Authority regulations or by-laws, provided You did not receive notice requiring You to comply with the regulations or by-laws prior to the loss or damage occurring.

Where it is not possible to match existing materials, We will pay for the most similar materials to be used.

If You decide not to rebuild, replace or repair the Home Building, We will only pay You the amount that it would reasonably have cost to rebuild, replace or repair the Home Building at the time of the loss or damage.

The most We will pay is the Home Building Sum Insured shown in Your Policy Schedule.

For Insured Event 10 Fusion, the most We will pay \$1,000.

What Is Not Covered

We will not pay for:

- Loss, damage or destruction caused by Flood
- Loss, damage or destruction caused by water seeping or percolating through walls, roofs or floors
- Loss, damage or destruction to gates, fences, retaining walls, paths, driveways and tennis court surfaces caused by Storm, Wind, Hail or Rainwater
- Storm, Wind, Hail or Rainwater damage to external paintwork or other exterior coatings where there is no other damage sustained to that part of the Home Building
- The repair or replacement of fixed wall, floor or ceiling coverings in rooms other than where the loss, damage or destruction occurred
- Loss, damage or destruction caused by scratching, denting, cracking or chipping
- Incorrect siting of buildings
- Demolition ordered by the Government or Local Authority
- Loss, damage or destruction to the Home Building caused by construction on the Home Building such as building works for alterations, repair work and extensions
- Loss, damage or destruction caused by Insured Events 1, 3, 4, 5, 6 and 10 where the Home Building has been unoccupied for more than 60 consecutive days, unless You have obtained Our written consent
- Loss, damage or destruction to Your Home Contents
- Anything mentioned in the General Exclusions.

Additional Benefits

1. Exploratory Costs, Removal of Debris, and Fees Associated With Rebuilding

Following loss, damage or destruction insured by this section, We will pay the reasonable costs of:

- Locating the cause of any loss, damage or destruction
- Necessary demolition, removal of debris and temporary work
- Architects, engineers, consultants, surveyors and solicitors relating to the rebuilding, replacement or repair of the Home Building
- Fees incurred for the discharge and reinstatement of a mortgage on the Home Building

provided the Home Building Sum Insured shown on Your Policy Schedule has not been fully paid to You.

2. Temporary Repairs and Protection

Following loss, damage or destruction insured by this section, We will pay for the reasonable costs of temporary repairs and protection to prevent further loss, damage or destruction, provided the Home Building Sum Insured shown on Your Policy Schedule has not been fully paid to You.

3. Costs of Temporary Accommodation

If You live permanently in the Home Building and it becomes uninhabitable as a result of loss, damage or destruction insured by this policy, We will pay the reasonable rental costs for You to live in similar alternative accommodation for the period reasonably required to rebuild, replace or repair the Home Building, or for 12 months whichever period is shorter.

The most We will pay is 20% of the Home Building Sum Insured shown on Your Policy Schedule, and We will pay this amount over and above the Home Building Sum Insured.

4. Landlord's Loss of Rent

If You do not live in the Home Building but have it tenanted and it becomes uninhabitable as a result of loss, damage or destruction insured by this section, We will pay the rent You lose for the period reasonably required to rebuild, replace or repair the Home Building, or for 12 months whichever period is shorter.

The most We will pay is 20% of the Home Building Sum Insured shown on Your Policy Schedule, and We will pay this amount over and above the Home Building Sum Insured.

5. Landlord's Contents

If You do not live in the Home Building but have it tenanted, and provided the Home Building Sum Insured shown on Your Policy Schedule includes an allowance for Landlord's Contents, we will cover Your domestic furnishings, furniture and carpets while contained in the Home Building for loss, damage or destruction caused by an Insured Event, but We will not pay for loss, damage or destruction caused intentionally by Your tenant.

The most We will pay is 10% of the Home Building Sum Insured shown on Your Policy Schedule, provided the Home Building Sum Insured has not been fully paid to You.

6. Rekeying or Replacing Locks

We will pay the costs of rekeying or replacing locks and cylinders on external doors and windows at the Home Building if the keys to operate those locks have been stolen from the Home Building and the theft is reported to the Police.

The most We will pay is \$500, but We will not pay anything if You have cover for Your Home Contents under Section 2 of this policy as cover is already provided there.

SECTION 2: HOME CONTENTS COVER

This section applies if You have chosen to insure Your Home Contents and it is shown as insured on Your Policy Schedule.

Home Contents Cover

We cover Your Home Contents whilst located in the Home Building for loss, damage or destruction caused by an Insured Event happening during the Period of Insurance.

What We Will Pay

We will, at Our option either:

- Repair or replace Your Home Contents which have been lost, damaged or destroyed; or
- Pay to You an amount in cash equal to the cost that You would incur to replace Your Home Contents which have been lost, damaged or destroyed (considering its age and condition immediately before it was lost, damaged or destroyed).

The most We will pay is the Home Contents Sum Insured shown on Your Policy Schedule.

The most We will pay for:

- Pictures, works of art, watches, jewellery, unset stones and gems, furs, leather items, gold or silver articles, documents, cameras, photographic equipment, camcorders, computers and computer software, collectables, CD's, DVD's, game cartridges and discs of any sort, is \$1,000 any one item, pair or set, and the most We will pay for all such items in total is 20% of the Home Contents Sum Insured shown on Your Policy Schedule, unless an individual item, pair or set is shown separately on Your Policy Schedule with its' own sum insured, in which case We will pay that sum insured
- Cash, negotiable instruments, stamps, postal notes or money orders is \$500 in total
- Theft of Your Home Contents in the open air is \$1,000 in total
- Loss, damage or destruction to Your Home Contents in the open air in total is \$1,000 or 5% of the Home Contents Sum Insured shown on Your Policy Schedule, whichever is the greater
- Insured Event 10 Fusion, the most We will pay is 2% of the Home Contents Sum Insured or \$1,000, whichever is the lesser.

What Is Not Covered

We will not pay for:

- Flood
- The repair or replacement of carpets, rugs and non-fixed wall or floor coverings in rooms other than where the loss or damage occurred
- Cash, negotiable instruments, mobile phones or computer equipment whilst in the open air
- Loss, damage or destruction caused by scratching, denting, chipping or cracking
- Loss, damage or destruction caused by Insured Events 1, 3, 4, 5, 6 and 10 where the Home Building has been unoccupied for more than 60 consecutive days, unless You have obtained Our written consent
- Loss, damage or destruction to the Home Building
- Anything mentioned in the General Exclusions.

Additional Benefits

1. Removal of Debris

Following loss, damage or destruction insured by this section, We will pay the reasonable costs of necessary demolition, removal of debris and temporary work provided Your Home Contents Sum Insured shown on Your Policy Schedule has not been fully paid to You.

2. Temporary Repairs and Protection

Following loss, damage or destruction insured by this section, We will pay for the reasonable costs of temporary repairs and protection to prevent further loss, damage or destruction, provided the Home Contents Sum Insured shown on Your Policy Schedule has not been fully paid to You.

3. Costs of Temporary Accommodation

If You are a tenant in the Home Building and it becomes uninhabitable as a result of an Insured Event, We will pay the reasonable rental costs over and above the rent You were paying at the time

of the loss, damage or destruction for You to live in similar alternative accommodation for the period reasonably required to rebuild, replace or repair the Home Building, or for 12 months whichever period is shorter.

The most We will pay is 20% of the Home Contents Sum Insured, and we will pay this amount over and above the Home Contents Sum Insured shown on Your Policy Schedule.

4. Temporary Removal

Cover is extended to include Your Home Contents within Australia whilst temporarily removed from Your Address for a period of up to 60 consecutive days, provided they are within a fully enclosed building.

The most we will pay is \$1,000 per item, pair or set and not more than 20% in total of the Home Contents Sum Insured shown on Your Policy Schedule.

We will not cover:

- Jewellery, watches, works of art, collectables, unset stones or gems, cash, negotiable instruments, mobile phones or computer equipment
- Your Home Contents whilst they are removed for sale, display, exhibition or hire.

5. Rekeying or Replacing Locks

We will pay the costs of rekeying or replacing locks and cylinders on external doors and windows at the Home Building if the keys to operate those locks have been stolen from the Home Building and the theft is reported to the Police.

The most We will pay is \$500.

6. Office Equipment

If You maintain an office for business purposes at the Home Building, We will cover Your office equipment whilst at the Home Building.

The most We will pay is \$10,000 or 20% of the Home Contents Sum Insured shown on Your Policy Schedule, whichever is the lesser, provided the Home Contents Sum Insured shown on Your Policy Schedule has not been fully paid to You.

7. Food Spoilage

We will cover You for spoilage of food in Your domestic refrigerator or freezer following loss, damage or destruction caused by an Insured Event.

The most We will pay is \$500.

8. Visitors' Effects

We will cover personal effects of visitors' for loss, damage or destruction caused by an Insured Event whilst they are contained within the Home Building.

The most We will pay is \$500, and We will not pay for cash or negotiable instruments.

9. Credit or Transaction Cards

If there is unauthorised use of Your credit or transaction card stolen from the Home Building, We will cover You for amounts You must pay to the credit or transaction card provider where the unauthorised user is not a member of Your Family nor a person who normally lives in the Home Building, and provided You have complied with all the conditions of the card.

The most We will pay is \$1,000.

10. Changing Houses

If You are moving Your Home Contents from the Home Building to a new permanent house in Australia, we will cover Your Home Contents at the new house for a period of 14 days from the time you first started to move Your Home Contents to the new house.

SECTION 3: LEGAL LIABILITY COVER

Legal Liability Cover

Where You are covered under Section 1: Home Building

We cover You for Your legal liability for:

- death or bodily injury to other people, or
- loss, damage or destruction to property of other people

in an incident occurring during the Period of Insurance that takes place in the Home Building or at the Address and for which You are responsible as an owner or occupier of the Home Building or the Address.

Where You are covered under Section 2: Home Contents

We cover You for Your legal liability for:

- death or bodily injury to other people, or
- loss, damage or destruction to property of other people

in an incident occurring during the Period of Insurance that takes place outside the Address, but within Australia.

In addition, if You are a tenant or own the Home Building under a strata or similar scheme, We cover Your legal liability for:

death or bodily injury to other people, or
loss, damage or destruction to property of other people

in an incident occurring during the Period of Insurance that takes place in the Home Building or at the Address and for which You are responsible as an owner or occupier of the Home Building or the Address.

What We Will Pay

The most We will pay is \$20,000,000 for any one incident. This amount includes legal costs incurred with Our consent (which will not be unreasonably withheld) or ordered against You by a court of law in relation to the incident.

What Is Not Covered

We will not pay for liability arising from:

- Death or bodily injury to You or any person who normally lives with You in the Home Building
- Loss, damage or destruction to property belonging to You or in Your care, custody or control, other than loss, damage or destruction caused to any buildings or other property owned by Your landlord or left by Your landlord in the Home Building for You to use
- Your ownership of any building or any land other than at Your Address
- The transmission of any disease by You
- Any trade, business, occupation or employment carried on by You for reward, other than casual babysitting or as a landlord at Your Address
- Your acceptance of any liability, unless that liability would have attached without You having given that acceptance, or if We have provided our consent in writing beforehand
- Vibration or interference with the support of land, buildings or other property
- Motor vehicles, motor cycles, trailers, caravans, watercraft, aircraft, unmanned aerial vehicle or drone (other than garden equipment, bicycles, surfboards, motorised wheel chairs, mobility scooters, golf buggies or remote control toys)
- Any building work, alteration, extension or repair the total cost of which exceeds \$50,000
- The death or bodily injury of an employee, where You hold or should have held Compulsory Workers Compensation insurance to cover the liability
- A deliberate or unlawful act by You or by a person acting with Your consent
- An incident caused by an animal other than a horse, dog or cat kept at Your Address as a pet. However we will not cover Your dog if a relevant authority has declared Your dog to be a dangerous dog
- Any professional sporting activity
- Punitive or exemplary damages
- The existence of asbestos, asbestos fibres or any derivative of asbestos
- Claims arising from incidents which occur outside Australia

- Claims brought against You in any country on the continent of North America or any state or territory incorporated in or administered from such country
- Anything mentioned in the General Exclusions.

SECTION 4: SPECIFIED PORTABLE VALUABLES COVER

This section applies if You have chosen to insure Your Specified Portable Valuables and they are itemised with separate sums insured on Your Policy Schedule.

Your Specified Portable Valuables Cover

We cover Your Specified Portable Valuables anywhere in Australia for loss, damage or destruction caused by an accident (which is an unexpected, unintended or unforeseeable incident caused by an external identifiable event) happening during the Period of Insurance.

What We Will Pay

We will, at Our option either:

- Repair or replace Your Specified Portable Valuables which have been lost, damaged or destroyed; or
- Pay to you an amount in cash equal to the cost that You would incur to replace Your Specified Portable Valuables which have been lost, damaged or destroyed (considering their age and condition immediately before they were lost, damaged or destroyed).

The most We will pay is the sum insured for each individual item specified on Your Policy Schedule.

What Is Not Covered

We will not pay for:

- Overwinding of watches or clocks
- Scratching, denting, chipping or cracking
- Items while being cleaned, repaired or restored
- Sporting or recreational equipment, and musical instruments whilst they are being used
- Mechanical, electrical or electronic breakdown or derangement
- Anything mentioned in the General Exclusions.

GENERAL EXCLUSIONS

We will not pay under any section of this policy for loss, damage or destruction, or death or bodily injury, caused by or arising from:

- Flood
- Wear and tear, lack of maintenance
- Rust, corrosion, mildew, wet or dry rot, rising damp
- The sea, high water or tidal wave
- Storm surge, being the increase in sea level which normally occurs with an intense storm or cyclone
- Vermin, rodents, insects or birds
- Subsidence, erosion or landslip
- Tree lopping or felling at Your Address
- Tree roots
- Radioactivity or the use, existence or escape of any nuclear fuel, material or waste
- Any war, invasion, act of foreign enemy, hostilities, civil war, rebellion or insurrection
- The lawful seizure, confiscation, nationalisation or requisition of the Home Building, Your Home Contents or Your Specified Portable Valuables
- Faulty design or workmanship, structural defects, settling, shrinkage or expansion
- The discharge or escape of any pollutant or contaminant
- Any actual or threatened act that involves any chemical, biological or nuclear weapon, or any actual or threatened pollution or contamination from such weapons
- Deliberate, unlawful or dishonest acts by You or by tenants or persons lawfully at Your Address
- Consequential loss which occurs as an indirect result of an event covered under this policy, such as loss of enjoyment or any loss of revenue, profit, depreciation, diminution in value or lost opportunity.

POLICY CONDITIONS

These policy conditions apply to all cover provided by this policy.

1. Claims

You must promptly notify Us of every claim made by or against You. You must also promptly forward to Us any writ, summons or proceedings which You receive relating to any prosecution, inquest or hearing, together with all other information relevant to any liability arising under this policy.

We can decide to admit liability for a claim, settle any claim against You or represent You at an inquest, official inquiry or court proceedings. You must not admit liability for or offer to settle any claim with a third party without Our written consent.

2. Proving Your Claim

When You make a claim, We are entitled to ask You to provide Us with evidence of ownership and value of the property. Evidence includes professional valuations, receipts of purchase, photographs or credit card statements, and instruction manuals will also be helpful. If You do not provide this proof, We may not pay Your claim.

3. Assistance After a Claim

If after payment of a claim, We wish to recover the amount We have paid from another person, We may do so and You or any other person entitled to cover under this policy must give Us any information or assistance We may reasonably need.

4. Reinstatement of Sum Insured

Where there is partial loss, damage or destruction to the Home Building, Your Home Contents or Specified Portable Valuables and a claim has been accepted by Us, the sum insured will be automatically reinstated without payment of any additional premium.

5. Total Loss Claims

If We pay You the full amount of the Sum Insured on Your Policy Schedule in respect of any claim,

all cover under the relevant policy section will cease with effect from the date of such payment and no refund of premium will be payable to You.

6. Protection of Property

You must take reasonable steps to safeguard the Home Building, Your Home Contents and Your Specified Portable Valuables (if any) from loss or damage, to maintain them in good condition and to minimise the risk of injury from them. This includes compliance with all laws, by-laws and statutory regulations.

7. Excess

For each claim You make under this policy, You must contribute the amount shown as the Excess on Your Policy Schedule. You do not have to pay the Excess when You make a claim, but You will need to pay the Excess before We will pay your claim.

There are two types of excess:

1. The Excess for all claims resulting from earthquake, volcanic eruption or subterranean fire is \$500
2. The Excess for all other claims under any section of this policy is \$100, unless a greater amount is shown on Your Policy Schedule.

8. Goods and Services Tax (GST)

If We make a payment to You, the amount payable will be reduced by the amount of any input tax credit that You are or would be entitled to claim for the repair or replacement of the insured property or other goods or services covered by that claim payment. If You are entitled to an input tax credit for the premium, You must inform us of the extent of that entitlement at or before the time You make a claim under this policy. We will not cover You for any GST liability arising from mis- statement by You in relation to Your entitlement to an input tax credit.

If You are in a business that is registered or required to be registered for GST purposes, We will require You to provide the following:

- Your Australian Business Number (ABN)
- The extent (expressed as a percentage) to which You have claimed or are entitled to claim an input tax credit on the premium You have paid.

9. Hazardous Goods

If You are storing hazardous goods or substances in the Home Building or at Your Address, You must comply with all laws, by-laws and statutory regulations applicable to such hazardous goods.

10. Other Persons Bound By This Policy

Any person entitled to cover under this policy is bound by the terms and conditions of this policy.

11. Breach of Policy

If You breach or fail to comply with this policy and Your breach or failure prejudices Our interests, We may refuse to pay any claim or may reduce the amount We pay for the claim in accordance with the Insurance Contracts Act.

12. Legal Representation

We may represent or defend You or any other person entitled to cover under this policy in respect of legal liability at any inquest or inquiry, or in any action or proceedings.

13. Notices

We will give You any notice in connection with this policy in writing. It will be effective if it is delivered to You personally or if it is delivered or posted to Your postal address last known to Us.

14. Changes to this Policy

If You seek a change to this policy and We agree to it, the change becomes effective when We give You written notice of Our agreement to it.

15. Your information must be up to date

Your policy is based on the information You provide to us. If this information changes during the Policy Period, You must tell Us in writing as soon as possible. If not, there is a risk Your policy could

be cancelled, amended, additional premium could be charged or claims could be reduced or rejected. For example, the changes You must tell us about include, but are not limited to, a change of address, if You undertake repairs, alterations or renovations, if You are tenanted Your Home Building, if Your Home Building will be unoccupied for 30 consecutive days or more, or if you are declared bankrupt or have been convicted of a criminal offence."

16. Cancellation

You may cancel this policy at any time. If you cancel your policy outside the 21-day cooling off period a cancellation fee of 10% may be applied to the refund of Your Premium to cover Our reasonable administrative costs of providing cover and any non-refundable government charges and taxes, up to the date of cancellation.

We may cancel this policy at any time in accordance with the Insurance Contracts Act. If We cancel this policy, We will refund the amount of premium paid for the unexpired period of this policy from the date of Our cancellation.

17. Jurisdiction

The insurance under this Policy will be exclusively governed by the law of the Australian State or Territory where the Policy was issued, and their courts will have jurisdiction in any dispute arising under this Policy.

STANDARD ENDORSEMENTS FORMING PART OF THIS POLICY

It is agreed that the following Endorsements are made to the Policy:

Sanction Limitation and Exclusion Clause

No (re)insurer will be deemed to provide cover and no (re)insurer will be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Communicable Disease Endorsement

1. Notwithstanding any other provision of this Policy (including any endorsement) to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured under this Policy that is affected by a Communicable Disease.
3. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation of them, whether living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured under this Policy.
4. This endorsement applies to all coverage extensions, under this Policy including Home Building Cover, Home Contents Cover, Legal Liability Cover, additional coverages, exceptions to any exclusion, any cover extended under any endorsement and other coverage grant(s).

Property Cyber and Data Endorsement

1. Notwithstanding any provision of this Policy (including any endorsement) to the contrary, this Policy excludes any:
 - 1.1. Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2. loss, damage, liability, claim, cost, expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of that Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence .

2. Subject to all of the Policy terms, conditions, limitations, exclusions or endorsements, this Policy covers physical loss or physical damage to property insured under this Policy caused by any fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all of the Policy terms, conditions, limitations, exclusions or any endorsement, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from the originals of a previous generation of the Data.

These costs will not include

3.1. research and engineering, or

3.2. costs of recreating, gathering or assembling the Data.

If the Data Media Processing is not repaired, replaced or restored the basis of valuation will be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of the Data, to the Insured or any other party, even if the Data cannot be recreated, gathered or assembled.

4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement to the Policy relating to Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of those things involving access to, processing of, use of or operation of any Computer System.
8. Cyber Incident means:
 - 8.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, wearable device), server, cloud or microcontroller (such as control device which incorporates a microprocessor) including any similar system or any configuration of them and including any associated input device, output device, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.