



Tokio Marine & Nichido Fire Insurance Co., Ltd.

## Home Building and Contents Insurance

### Product Disclosure Statement (PDS) & Policy Wording

[www.tokiomarine.com.au](http://www.tokiomarine.com.au)

To Be a *Good Company*



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## Part 1 - Important Information

Your Policy is the insurance contract between You and Us and contains all the details of the cover that We provide.

Your Policy consists of:

- this Product Disclosure Statement (PDS) including the Policy Wording in Part 2;
- the Policy Schedule; and
- any other document which modifies any of the above such as any endorsement, Supplementary Product Disclosure Statement (SPDS), renewal notice, or cancellation notice.

This PDS contains important information about this product. You should read the PDS carefully before making a decision to purchase this product.

Within this PDS, certain capitalised words have specific meanings as defined in the 'Policy Definitions' section in Part 2. It is important that You are aware of them. Words that are capitalised, but are not defined in the Policy Definitions, refer to the corresponding section headings.

### Updating the PDS

Information in the PDS may need to be updated from time to time if certain changes occur and where this is required and permitted by law. We will issue You with a new PDS or a Supplementary PDS to update information in the PDS.

### Your duty to not make a misrepresentation

This Policy is a consumer insurance contract. Before You enter into an insurance contract with Us, the Insurance Contracts Act 1984 requires You to take reasonable care not to make a misrepresentation.

What this means is that You must take care to ensure the accuracy of any information that is provided to Us, as Our decision whether to enter into a contract with You, and if so on what terms, will be based on the information You provide. Your duty includes:

- giving honest, accurate and complete answers to any questions We ask;
- making reasonable enquiries to determine the accuracy of any information given to Us; and
- taking care to ensure that any representation made to Us is accurate.

You must comply with this duty before the commencement of the Policy and when the Policy is renewed, varied, extended, reinstated, or replaced.

If You do not comply with this duty and fail to take care to ensure the accuracy of any representation made to Us, We may cancel the Policy, reduce the amount We pay for a claim, or decline a claim. If You breach this duty fraudulently, We may avoid the Policy altogether and treat it as if it never existed.

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

It is important that You fully understand the cover provided by this Policy. This Policy is an Insured Events Policy, which means You are covered when the events listed in Your Policy cause damage to Your Home Building, 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. There are terms and conditions, limitations and exclusions that apply to Your Policy. You should read the Policy in its entirety, to ensure that this product meets Your needs. If You do not understand any part of this Policy, or require another copy of the Policy, please contact Us using the contact information below.

You should keep any evidence of the value of Your 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 the claim.

### **Who is the Insurer?**

Tokio Marine & Nichido Fire Insurance Co., Ltd, (Tokio Marine & Nichido) ABN 80 000 438 291 AFSL 246548 is the Insurer and issuer of this Policy and PDS. Our AFSL authorises Us to provide financial product advice about general insurance products and to issue interests in general insurance products. We also have an APRA authorisation to conduct general insurance business in Australia. Our managing agent and corporate authorised representative (AR 1313066), Tokio Marine Management (Australasia) Pty Ltd ABN 69 001 488 455 (TMMA), is authorised under a binder and managing agent agreement to act on Our behalf to provide Our policies and handle and settle claims in relation to those policies, subject to the terms of the authority. As an authorised representative of Tokio Marine & Nichido, TMMA is also authorised to provide financial advice in relation to those policies.

### **How to contact Us**

You can contact Us in the following ways:

- Post:** GPO Box 4616  
SYDNEY NSW 2000
- Phone:** (02) 9232 2833
- Email:** [uwinfor@tokiomarine.com.au](mailto:uwinfor@tokiomarine.com.au)

### **When You need to contact Us**

During the Period of Insurance, You must tell Us, as soon as reasonably practicable, if there is a change in Your circumstances which relate to, or could reasonably relate to, Your Policy. For example:

- if any detail on Your Policy Schedule changes or is incorrect, or if You need to update the Sums Insured, or change the level of cover;
- of any planned alterations or renovations to Your Home Building which exceed \$50,000, or if You intend to demolish or if there has been an order to demolish Your Home Building;
- if Your Home Building is leased or let (including short-term rental, holiday letting, or house-sharing or home-swap arrangements);
- if Your Home Building is or will be unoccupied for 60 consecutive days or more;
- if squatters or trespassers occupy the Home Building;
- if You are declared bankrupt or have been convicted of a criminal offence;
- if You start or intend to start operating a business from Your Home Building, or if there are any changes to any business activity You undertake at Your Home Building.

If We consider any such change may impact the premium payable by You in respect of Your Policy or Our ability to continue to cover Your Policy, We will let You know in writing.

### **Your contact details**

You must notify Us of any change in Your contact details, including Your mobile phone number, postal and email addresses. If We do not have up-to-date contact details, You might not receive important information about Your policy, such as cancellation, expiry, or renewal notices, which might impact Your cover.

## What can this Policy insure?

We can tailor Your Policy to suit Your needs. This Policy is made up of the following components:

1. Home Building
2. Home Contents
3. Legal Liability
4. Specified Portable Valuables

You can select to insure either Your Home Building, Home Contents, or both. Cover for Your legal liability to third parties is automatic when You choose to insure either Your Home Building and/or Home Contents. Specified Portable Valuables is an optional cover that You can select when You choose to insure Your Home Contents.

The cover You select will be displayed on the Policy Schedule with the applicable Sums Insured. There are terms and conditions, limitations and exclusions that apply, so please read this PDS, including the Policy wording in Part 2, carefully to understand what cover is available to You.

## Home Building and Home Contents - Insured Events

If You have taken out cover for either Your Home Building or Home Contents, You are covered for the following **Insured Events**:

1. Fire, explosion, and lightning;
2. Earthquake, volcanic eruption, or subterranean fire;
3. Theft, or attempted theft;
4. Malicious damage;
5. Escape of liquid;
6. Accidental breakage of glass, ceramic, or sanitary fixtures;
7. Riot, civil commotion, or public disturbance;
8. Impact;
9. Storm, wind, hail, or Rainwater;
10. Motor Burnout.

Some conditions, limits and exclusions might apply.

## What does this Policy not insure?

Your Home Building and/or Home Contents Policy does not cover You for loss or damage that is caused by any event, other than the Insured Events listed above.

This Policy does not cover loss, damage, or destruction caused by Flood.

There are also some circumstances in which We will not pay a claim. These are called exclusions. The exclusions are detailed in the General Exclusions in Part 2 of this PDS.

The key benefits, limits and exclusions are outlined in the summary tables below. For full details of these benefits, limits and exclusions, please read Part 2 of this PDS.

## Features and benefits - Home Building

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

### Key Benefit Summary Table:

Exploratory Costs, Removal of Debris and Fees Associated with Rebuilding	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 if You are the owner occupying the Home Building	Reasonable rental costs, up to a maximum of 20% of the Sum Insured or up to 12 months, whichever comes first, if the Home Building becomes uninhabitable as a result of an Insured Event.
Landlord's Loss of Rent if the Home Building is tenanted	Loss of rent, up to a maximum of 20% of the Sum Insured or up to 12 months, whichever comes first, 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 \$1,000 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.

## Features and benefits - Home Contents

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.

### Key Benefit Summary Table:

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 or up to 12 months, whichever comes first, 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% of the Sum Insured in total for each claim

Rekeying or Replacing Locks	Reasonable costs up to \$1,000 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.

### Features and benefits - Legal Liability

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.

#### Key Benefit Summary Table:

When You are insured for Home Building	We will cover Your legal liability as the owner/occupier of the Home Building which occurs at the Insured Address.
When You are insured for Home Contents	We will cover Your legal liability which arises during the Period of Insurance, anywhere within Australia.

### Features and benefits - Specified Portable Valuables

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 value listed as the Sum Insured against that item on Your Policy Schedule. It is important to ensure that valuations are kept up to date and that You keep evidence of ownership for all specified valuables.

### When will benefits be available

Subject to the terms and conditions of the Policy, You can claim under this Policy when an Insured Event occurs, which causes You to suffer loss, damage, or destruction, or to incur legal liability, during the Period of Insurance.

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

- Your Excess;
- the Sum Insured;
- the terms and conditions, exclusions and limitations set out in the Policy wording;
- 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 under any section of this Policy is the lowest of either the Sum Insured or the maximum limit for that section or item of property shown on Your Policy Schedule.

## Key Policy and benefit limits to understand

### Insured Events

This is an Insured Events Policy, which means that You are only insured for the events stated as covered in Your Policy. You are not covered for loss, damage, or destruction caused by events that are not listed. Your Policy provides full details of what We cover and do not cover.

### 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.

#### Limits that apply to Your Home Building cover:

Costs of temporary accommodation if You are the owner occupying the Home Building	Up to 20% of the Sum Insured, or up to 12 months, whichever comes first.
Loss of rent if You are the owner not occupying the Home Building	Up to 20% of the Sum Insured, or up to 12 months, whichever comes first.
Landlord's contents	Up to 10% of the Sum Insured.
Rekeying or replacing locks	Up to \$1,000.
Loss, damage, or destruction to the Home Building as the result of Motor Burnout	Up to \$1,000.

#### Limits that Apply to Your Home Contents Cover:

Pictures, works of art, watches, jewellery, unset stones and gems, furs, leather items, gold or silver articles, documents, cameras, photographic equipment, camcorders, computer 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% of the Home Contents Sum Insured in total for each claim. For specified items, the Sum Insured show on the Policy Schedule for that specified item.
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 greater.

Loss, damage, or destruction to contents as a result of Motor Burnout	Up to 2% of the Sum Insured or \$1,000, whichever is the lesser.
Costs of temporary accommodation. If You are a tenant, We will pay the reasonable additional accommodation expenses above the usual amount of rent that You were paying at the time of the Incident that led to the claim.	Up to 20% of the Sum Insured, or up to 12 months, whichever occurs first.
Contents temporarily removed from the Home Building for up to 60 consecutive days	Up to \$1,000 any one item, pair or set, and up to 20% of the Sum Insured in total for each claim.
Rekeying or replacing locks	Up to \$1,000.
Office equipment located in the Home Building	Up to 20% of the 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.

#### Limit that Applies to Your Legal Liability:

For death or bodily injury to other people, and for loss, damage or destruction to property belonging to other people.	Up to \$20,000,000.
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#### Limits that Apply to Your Specified Portable Valuables:

The maximum amount We will pay is the Sum Insured shown on the Policy Schedule for each specified item, or the cost of repairing or replacing the item, whichever is less.

#### Key Exclusions

Your Policy will not provide cover in some circumstances, as there are certain exclusions that apply.

Your Policy excludes 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.

**This list is not exhaustive. Please refer to the Policy Wording in Part 2 for more details.**

## 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, the Sums Insured, the location of the Home Building, the construction of the Home Building, security devices in use, 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 by You.

## 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 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 a legal liability claim relating to Your Home, please contact Us as soon as reasonably practicable in any of the following ways:

**Email:** [claimsinfo@tokiomarine.com.au](mailto:claimsinfo@tokiomarine.com.au)

**Phone:** 1800 229 272

It will help Us to provide a more efficient service to You if You are able to provide the Policy number noted on Your Policy Schedule when You are making a claim.

## Cooling-off period

If You change Your mind for any reason, and provided You have not made a claim, You may cancel this Policy within 21 days (the cooling-off period) from:

- the start date of a new Policy; or
- the renewal date of an existing Policy (cooling-off period),

and receive a full refund of the premium less any non-refundable government taxes and charges.

You may also cancel this Policy outside of the cooling-off period.

## CANCELLATION

You have the right to cancel this Policy at any time. This Policy may be cancelled:

### 1) by You

You may cancel this Policy at any time by calling Us or notifying Us in writing. If the cancellation is:

- during the Cooling-Off Period, Your refund is calculated as set out above in the 'Cooling-Off' section;
- after the Cooling-Off Period, You will be entitled to a pro-rata refund of the premium for the remainder of the Period of Insurance, less any non-refundable government taxes and charges.

## 2) by Us

If permitted by law, We may cancel this any time by giving You written notice at least 30 days before the date on which the cancellation is to take effect. You will be entitled to a pro-rata refund of the premium for the remainder of the Period of Insurance, less any non-refundable government taxes and charges. If We cancel Your Policy as permitted by law because Your claim is fraudulent, We will not refund Your premium as permitted by law.

## General Code of Practice

We proudly support and are a signatory to the General Insurance Code of Practice ('the Code').

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and Our valued customers;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes between You and Us; and
- to promote continuous improvement of the general insurance industry through education and training.

This is Our commitment to all Our valued customers. We have adopted and support the Code and are committed to complying with it.

Further information about the Code and the customer's rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or You can contact Us.

## Complaints and disputes resolution

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

We are committed to resolving any complaint or dispute fairly and as quickly as possible. If You are dissatisfied with Our service in any way, please contact Us and We will acknowledge receipt as soon as practicable, and do Our best to resolve Your concerns as soon as reasonably possible and within 30 days. If We are unable to or if You are still not satisfied, Our Customer Complaints Team will review Your complaint and provide You with a response.

When You make a complaint, please provide Us with as much information as possible. If You need any other assistance to make a complaint, please let Our staff know and they will do their best to help You. This might include giving You extra time to explain Your complaint or asking Us to contact another person on Your behalf to get more information about Your complaint.

You can contact Us to make a complaint, using the contact details provided below:

**Post:** GPO Box 4616, SYDNEY NSW 2001

**Email:** [complaints@tokiomarine.com.au](mailto:complaints@tokiomarine.com.au)

**Phone:** (02) 9225 7599

When You make a complaint, We will:

- acknowledge Your complaint as soon as practicable;
- keep a record of Your complaint and give You a reference number and contact details so that You can follow up at any time;
- make sure We understand and investigate the cause of Your complaint;
- respond to You as quickly as possible;
- keep You informed of Our progress at least every 10 business days if We can't resolve Your complaint straight away; and
- provide an outcome within a maximum of 30 calendar days.

If we're unable to provide You with an outcome within 30 days, We will:

- inform You of the reason for the delay;
- advise You of Your right to complain to the Australian Financial Complaints Authority (AFCA); and
- provide You with AFCA's contact details.

If You are not satisfied with Our response or We have taken more than 30 days to respond to You from the date You first made Your complaint, You may be eligible to escalate the matter to the Australian Financial Complaints Authority (AFCA), if Your matter is within the jurisdiction as set out in their Rules. AFCA is an independent external disputes resolution scheme who can assess Your matter at no cost to You and can issue a binding decision on Us.

You do not have to accept any decisions that We or AFCA makes. You always have the option of seeking other solutions.

### **Financial Claims Scheme**

You may be entitled to payment under the financial claims scheme in the event Tokio Marine & Nichido Fire Insurance Co., Ltd becomes insolvent. Access to the Scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>.

### **Privacy**

Privacy is important to Us. We are dedicated to upholding Your privacy and protecting their personal information. We are bound in Australia by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles, along with any other applicable privacy laws and codes, when collecting, using, disclosing, holding, handling and transferring any personal information. We have ongoing practices, procedures and systems in place to ensure that We manage personal information in an open and transparent way.

We may use Your personal information (such as name, date of birth, contact details, and in certain cases explained in Our Privacy Policy, sensitive information) for the following purposes:

- to determine whether and on what terms We might issue You with an insurance Policy;
- to open and administer any products and services You may sign up for;
- to help improve Our products and services;
- to undertake market research, customer data analysis and direct marketing activities;
- to manage and resolve complaints made;
- to report information required by law or regulations;
- to perform any other appropriately related functions

If You don't provide all the information requested, the main consequence is that We may not be able to issue You with a Policy or pay a claim.

Unless it is unreasonable or impracticable under the circumstances, We will collect Your personal information directly from Your advisor or someone authorised by You, for example, Your insurance broker, financial planner, legal services provider, agent or carer. In issuing and/or managing Your Policy or claim. We may need to disclose Your personal information to third parties such as another insurer, Our reinsurers, an insurance broker, Our legal providers, Our accountants, loss investigators or adjusters, anyone acting as Your agent or regulatory bodies as well as Our various third-party service providers described in Our Privacy Policy. We may also disclose Your information as required by law.

In providing You with Our services it may be necessary to disclose Your information overseas where We have a presence or engage such parties, including but not limited to Japan, USA, Canada, Bermuda, New Zealand, Thailand, Hong Kong, Europe (including the United Kingdom), Singapore and India.

We will otherwise collect, hold, use and disclose Your personal information in accordance with Our Privacy Policies, which set out how You may access and correct the personal information that We hold about You and how to lodge a complaint.

To learn more about collection and use of Your personal information, see Our Privacy Policy, which can be viewed at Our website [www.tokiomarine.com.au](http://www.tokiomarine.com.au) or contact Us on (02) 9225 7599.

## Part 2 - Policy Wording

### Policy Definitions

**Address** means the residential 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.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 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
- 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) 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.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**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.

**Excess** means the amount You must contribute towards each claim. There are different types and amounts of Excess, depending on the type of claim. Applicable Excesses will be displayed on Your Policy Schedule. You will only be required to pay one Excess for any one claim arising out of the same Insured Event. For example, if an Insured Event causes loss, damage, or destruction to both the Home Building and Your Home Contents, You will only pay one Excess.

**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.

**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 an Insured Event and is not covered by this Policy.**

**Home Building** means the residential building (fully enclosed with walls and a roof) situated at the Address shown 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.

**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;
- clotheslines;
- paved, concreted, or tiled driveways and paths;
- masts and aerials;
- 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 do not include:**

- plants, trees, shrubs, grass, rocks, landscaping, or soil.

**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 the Home Building at current prices (including GST), 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** 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 do not include:**

- motor vehicles, motorcycles, trailers, caravans, aircraft, unmanned aerial vehicles, drones, 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 a 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 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 current prices (including GST).

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

**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 gutting, 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 the cost 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 retile 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;
- fiberglass 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 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 do not pay:**

- where the impact is caused by deliberate 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 (unless the opening was created by the storm);
- loss or damage to swimming pool or spa covers, or to detachable liners.

10. Motor Burnout, being the burning out of an electric motor or its wiring caused by the electric current within it;

**☒ but We do not pay for Motor Burnout 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, or mechanical parts.

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

**Policy** means an insurance contract between You and Us, which consists of:

- this PDS;
- the current Policy Schedule; and
- any other document which modifies any of the above such as any endorsement, Supplementary Product Disclosure Statement (SPDS), renewal notice, or cancellation notice.

**Policy Schedule** means the most recent schedule that We have provided to You that shows details of Your insurance, including the types of cover You have selected, the amounts You are insured for, and Period of Insurance. If You renew the Policy, Your Policy Schedule will be replaced each year with a new Policy Schedule.

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

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

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

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

**We, Our, Us** means the Insurer and issuer of this insurance product (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, de facto spouse, partner, parents, grandparents, children, grandchildren, brothers, sisters, and in-laws who normally live with You.

## Section 1: Home Building

This section applies if You have chosen to insure the Home Building and it is listed with a Sum 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 have reasonably 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, Motor Burnout, 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;
- any loss or damage excluded by the General Exclusions.

## Additional Benefits

If We agree to pay a claim for loss, damage, or destruction **under Section 1 Home Building**, We will also pay for the following 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 permanently live 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 intentionally caused by Your tenant, or their family, or guests, or visitors.

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 \$1,000, 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, and We will only pay for this additional benefit under one section of the Policy.

## Section 2: Home Contents

This section applies if You have chosen to insure Your Home Contents and it is listed with a Sum Insured on Your Policy Schedule.

### Home Contents Cover

We cover Your Home Contents, whilst they are 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 maximum We will pay:

- 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, 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, unless an individual item, pair or set is specified on Your Policy Schedule with its own Sum Insured, in which case the most We will pay is that amount;
- 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;
- Insured Event 10, Motor Burnout, is 2% of the Home Contents Sum Insured or \$1,000, whichever is the lesser.

### What is Not Covered

We will not pay:

- any loss, damage, or destruction caused by Flood;
- repair or replacement of undamaged portions of Your contents in order to match the repaired or replaced damaged portions, for example if carpet is damaged and replaced in one room, We will not pay for the replacement of undamaged carpet in another room;
- 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 prior written consent;
- loss, damage, or destruction to the Home Building;
- any loss or damage excluded under the General Exclusions.

## Additional Benefits

If We agree to pay a claim for loss, damage, or destruction **under** Your Home Contents, We will also pay for the following 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, but 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 \$1,000.

### 6. Office Equipment

If the Home Building contains a home office, We will cover Your office equipment contained inside 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 but We will not pay for loss, damage, or destruction to visitors' cash or negotiable instruments.

**9. Credit or Transaction Cards**

If there is unauthorised use of Your credit or transaction cards that have been stolen from the Home Building, We will cover You for the amounts You must pay to the credit or transaction card provider, provided the unauthorised user is not:

- a) a member of Your Family; or
- b) a person who normally lives in the Home Building;

and provided You have complied with all the conditions of the card provider.

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

### 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 of property belonging to 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.

### 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 of property belonging to 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 will cover Your legal liability for:

- death or bodily injury to other people, or
- loss, damage, or destruction of property belonging to 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, Your Family, or any person who normally lives with You in the Home Building;
- loss, damage, or destruction to property belonging to You, or Your Family, or any person who normally lives with You, or property 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 the Address noted in the Policy Schedule;
- the transmission of any Communicable 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, motorcycles, trailers, caravans, watercraft, aircraft, unmanned aerial vehicles or drones (other than garden equipment, bicycles, surfboards, motorised wheelchairs, 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 Your Family, or any person who normally lives with You, or by any 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 an Incident caused by Your dog if a relevant authority has declared Your dog to be a dangerous or controlled 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;
- any loss or liability excluded under General Exclusions.

## Section 4: Specified Portable Valuables

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:

- 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,
- any loss excluded under General Exclusions.

## General Exclusions

We will not pay for any loss, damage, destruction, liability, death or bodily injury, caused by:

- Flood;
- wear and tear, or lack of maintenance;
- rust, corrosion, mildew, wet or dry rot, rising damp;
- action of the sea, including high water, tidal wave, or king wave;
- storm surge, being a rise in the normal level of the sea which occurs from an intense Storm, cyclone, or reduced atmospheric pressure;
- the actions of vermin, rodents, insects, or birds;
- subsidence, erosion, mudslide, or landslip;
- the deliberate lopping or felling of trees or branches;
- the action of trees or their 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, Your Family, or by tenants or persons lawfully at Your Address, including guests or visitors;
- Communicable Diseases, including the transmission, threat, or perceived threat of any Communicable Disease;
- the use of Computer Systems, or any other electronic devices connected to the internet, including cyber-attacks, computer hacking, computer viruses, or loss of Data, including denial of access, or the costs of recovery, reinstallation, or replacement;
- any claim where such payment would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, the Commonwealths of Australia or New Zealand, Japan, or United States of America and/or any other applicable national economic or trade sanction law or regulations;
- any act of terrorism arising directly or indirectly out of, or in any way connected with, biological, chemical, radioactive, or nuclear pollution, or contamination, or explosion, or any act of controlling, preventing, suppressing, retaliating against or responding to any act of such terrorism;
- Consequential loss, being loss which occurs as an indirect result of an Insured Event, such as a loss of enjoyment, loss of profits or revenue, depreciation, diminution, or a lost opportunity.

## Policy Conditions

The following conditions apply to all cover provided by this Policy.

### 1. Your Premium

You must pay the Premium for the cover provided under Your Policy. If You do not pay the Premium as required by Us, We may cancel Your Policy (as permitted by law) as set out in the 'Cancellation' section, and You may not be able to make a claim.

### 2. Claims

You must notify Us promptly 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 of court proceedings.

**You must not admit liability to, or offer to settle any claim with, a third-party without Our prior written consent (which will not be unreasonably withheld).**

### 3. 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, or instruction manuals. If You do not provide this proof, We may not pay Your claim.

### 4. 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.

### 5. 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.

### 6. 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.

### 7. 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.

### 8. 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. You will only be required to pay one Excess for any one claim arising out of the same Insured Event. For example, if an Insured Event causes loss, damage, or destruction to both the Home Building and Your Home Contents, You will only pay one Excess.

## **9. 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 misstatement by You in relation to Your entitlement to an input tax credit.

If You own or operate 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.

## **10. 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.

## **11. Other Persons Bound by this Policy**

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

## **12. Breach of Policy**

If You do not comply with the terms of the Policy, such as a provision that is set out in a Key Benefits section, in the Policy Schedule, or in the Policy Condition, or General Exclusions, then We may be entitled under Section 54 of the Insurance Contracts Act to:

- refuse to pay a Claim in whole or in part that fairly represents the extent to which its interests are prejudiced as a result of the non-compliance; or
- refuse to pay a Claim in whole or in part where the non-compliance has caused or contributed to all or some of the loss that is the subject of the Claim.

## **13. 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.

## **14. Notices**

We will give You any notice in connection with this Policy in writing. It will be effective if it is delivered to You by means of the contact details You have provided to Us, whether that is by email or postal address. You must ensure that Your contact details are kept up to date.

## **15. 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. If there is a change to the Policy, We will issue You a new Policy Schedule and You may have to pay additional premium, or We may have to provide a refund of premium to You.

## 16. Your Information Must be Kept up to Date

Your Policy is based on the information You provide to Us. You must tell Us as soon as reasonably practicable if any of the information that You have provided to Us changes. We will then assess the impact of those changes to the Policy. If We believe the changes substantially increase the risk of loss, damage, destruction, or liability under the Policy, then We may decline to renew the Policy, or cancel the Policy according to the terms of the Policy or where permitted by law.

If You fail to tell Us about any such change, then where We are permitted by law, We may refuse to pay a claim, in whole or in part, as detailed in 'Breach of Policy' section.

For example, You must tell Us as soon as reasonably practicable:

- if any detail on Your Policy Schedule changes or is incorrect, or if You need to update the Sum Insured, or change the level of cover;
- of any planned alterations or renovations to Your Home Building which exceed \$50,000, or if You intend to demolish or if there has been an order to demolish Your Home Building;
- if Your Home Building is leased or let (including short-term rental, holiday letting, or house-sharing or home-swap arrangements);
- if Your Home Building is or will be unoccupied for 60 consecutive days or more;
- if squatters or trespassers occupy the Home Building;
- if You are declared bankrupt or have been convicted of a criminal offence;
- if You start or intend to start operating a business from Your Home Building or at the Address, or if there are any changes to any business activity You undertake at Your Home Building.

You must also tell Us if Your contact details change.

## 17. Governing Law

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

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 and corporate authorised representative (AR 1313066) in Australia:

**Tokio Marine Management (Australasia) Pty Ltd**

ABN 69 001 488 455

Date of issue: 2 April 2026

[www.tokiomarine.com.au](http://www.tokiomarine.com.au)

*To Be a **Good Company***

