

Tokio Marine Online Claims Registration Terms and Conditions of Use

These Terms and Conditions apply to your use of the Tokio Marine Online Claims Registration facility ("**Online Claims Registration**"). If you do not agree to these Terms and Conditions, you are not permitted to use the Online Claims Registration.

1. The content on the Online Claims Registration is made available by Tokio Marine Management (Australasia) Pty Ltd (ABN 69 001 488 455) and its associated companies including Tokio Marine & Nichido Fire Insurance Co. Ltd. (ARBN 80 000 438 291), AFS Licence No: 246548. Collectively these entities are referred to in these Terms and Conditions as "**Tokio Marine**", "**we**" and "**us**".

2. All information on the Online Claims Registration relating to any products, services or claims process is only for the information of persons within Australia or New Zealand. The Online Claims Registration may only be used for the permitted purpose ("**Permitted Purpose**") of lodging legitimate and lawful insurance claims data with us. Any submission of data which is known by you to be incorrect at the time of lodgement, or is fraudulent in any way, does not form part of the Permitted Purpose of the Online Claims Registration use.

3. You may only access the Online Claims Registration for the Permitted Purpose and in accordance with any instructions or directions posted on the Online Claims Registration. You confirm and consent that we may collect and use technical data and related information that is gathered periodically to facilitate software upgrades, product support and other services to you in regard to the Online Claims Registration (this includes, but is not limited to the use of cookies and other authentication facilities that may be required from time to time).

4. We may vary the terms on which you access the Online Claims Registration.

5. We may restrict, suspend, alter or terminate access to or use of the Online Claims Registration at any time without cause and without notice to you.

Information may not be up to date and accurate

6. The information displayed on the Online Claims Registration is updated regularly by Tokio Marine. However, subject to any law, we do not give any guarantee, representation or warranty as to the reliability, accuracy or completeness of the information on the Online Claims Registration. We also do not accept any responsibility or liability arising in any way howsoever (including by reason of negligence) for errors in, or omissions from, the information on the Online Claims Registration.

7. If you need information that is fully up to date and that needs to be relied upon, you must contact us directly and we will provide a separate confirmation to you.

Privacy

8. The Privacy Act defines Personal Information as information or an opinion in any form or format (whether true or not) about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

9. The purpose for which your Personal Information ("**Personal Information**") is collected is known as the primary purpose. Generally, our primary purpose for collecting Personal Information from you through the Online Claims Registration is in relation to handling, assessing or investigating your claim. Any other purpose is a secondary purpose. We only collect information in accordance with our Privacy Policy, which you have consented to in order to take out insurance with us.

10. We will not use or disclose personal information for any secondary purpose unless:

The secondary purpose is related to the primary purpose of collection and you would reasonably expect us to use or disclose the information for that secondary purpose; or if you have consented to its use or disclosure.

Registration and log-in

11. As part of the registration process for Online Claims Registration, you must set a user name and initial password. Each user must select a new user name and password when first logging into Online Claims Registration. The user name and password are together your "**User Identification Details**". You must ensure all User Identification Details are confidential and secure against any improper or unauthorised use.

12. If the User Identification Details are given to another person, they may be able to access Online Claims Registration. You are solely responsible for any action or instruction carried out in conjunction with the User Identification Details set by you and authorise us to act on any instructions that we receive in conjunction with the User Identification Details.

13. If you allow or authorise any person (such as an employee or representative) to use your User Identification Details to access Online Claims Registration, you are responsible for them and must ensure that their use is in accordance with these Terms and Conditions. You are responsible for ensuring that their access to Online Claims Registration occurs only while you have authorised them to do so and that you change the password immediately that any such person ceases to act for you or as your representative.

14. If you become aware or suspect that:

- a) any User Identification Details (or any part of them) set by you has been lost, stolen or misused;
- b) any unauthorised person has obtained knowledge of such User Identification Details;
- c) any person is accessing Online Claims Registration without your authorisation; or
- d) the security of User Identification Details set by you has otherwise been compromised,

YOU MUST:

- i) notify us immediately by telephoning us directly on (02) 9225 7500 (or any other number that we advise from time to time); and
- ii) change the password for the relevant User Identification Details immediately.

15. You are fully responsible for all expense, loss or liability arising out of or in connection with any improper or unauthorised use of User Identification Details set by you, except where you have previously notified us, in accordance with these Terms and Conditions, that the security of those User Identification Details has been breached.

16. If you log in and there has been no activity or communication to our system for a period of time you may be automatically logged out of Online Claims Registration.

Claims process

17. Once you have submitted your Online Claims Registration, you will be contacted within a reasonable time by the Tokio Marine claims department for processing of your claim.

18. Once your Online Claims Registration has been submitted to us, you will be able to access the Online Claims Registration Information to update important details. If you request, we will allow access to information about you that is held by us or that we have relied on in assessing your claim and provide you with an opportunity to correct any mistakes or inaccuracies in the Online Claims Registration.

19. We may decline to release information subject to privacy laws, where information is protected from disclosure by law, or where the release of information may be prejudicial to us in relation to a dispute about our clients claim. We will not do this unreasonably. In these circumstances, we will give the customer reasons for declining to release such information and they will have the right to request us to review our decision through our complaints handling procedures. We will provide our reasons in writing upon request.

20. Once all relevant claim information (i.e. invoices, receipts, medical reports, loss adjuster's report or legal advice) is received, we will determine liability of the claim and advise you within 10 business days of this decision.

Intellectual property rights

21. All material available through the Online Claims Registration is owned by Tokio Marine and is protected by intellectual property rights. You agree not to access, download or otherwise use any material on the Online Claims Registration in any way not expressly authorised by us. You accept full responsibility and indemnify us for any expense, loss or liability that we incur as a result of any use by you, or on behalf of you of the material on the web site that is not expressly authorised by us.

Links to third party sites

22. Links from the Tokio Marine web site to pages on any other web site are provided for your convenience only and do not constitute a recommendation or endorsement by Tokio Marine of the content of those pages. Use of these links and web sites is at your own risk. Tokio Marine is not responsible for any information or material found on those linked pages, or any web sites of which they form a part. Each other website may have its own set of terms and conditions or policies for access.

Disclaimers

23. Tokio Marine will use reasonable endeavours to provide access to the Online Claims Registration at all reasonable times. However, subject to any law, Tokio Marine does not give any guarantee, warranty or representation in relation to the availability or accessibility of the Online Claims Registration.

24. Use of the Online Claims Registration is at your own risk. To the extent permissible by law, Tokio Marine excludes all warranties in relation to the information available from the Tokio Marine Online Claims Registration, including all terms implied by statute, general law or custom and disclaims all liability arising out of, or consequent on, any:

- a) access to, use of or reliance upon any information or material available through the Online Claims Registration;
- b) computer virus, communications failure, internet access difficulties or malfunction in equipment or software affecting the Online Claims Registration or your access to the Online Claims Registration or any information or material available in it;
- c) delay in the operation of the Online Claims Registration or any of the services or information available through the Online Claims Registration;
- d) disruption, unavailability or termination of access to the Online Claims Registration or any of the services or information available through the Online Claims Registration.

25. Tokio Marine makes no warranty that the use or operation of the Online Claims Registration, or any aspect of the Online Claims Registration, will be uninterrupted or error-free, or that the Online Claims Registration or any of the services available on the Online Claims Registration or their functions are suitable for any particular purpose or have any performance, functionality or security features except as required by law.

26. Subject to any law, Tokio Marine does not accept any responsibility, or owe any duty of care, to any person acting, or refraining from acting, howsoever arising as a result of any information or material in the Online Claims Registration.

General

27. You must not attempt to disturb or damage in any way, any code, data or software associated with the Online Claims Registration or to otherwise adversely affect the operation of the Online Claims Registration.

28. These Terms and Conditions and your use of the Online Claims Registration are governed by the laws in force in the State of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

29. Any provision or any part of any provision of these Terms and Conditions that is invalid, illegal or unenforceable for any reason, will be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remaining provisions of these Terms and Conditions.