

Website Terms of Use

1. Terms of use

This website (the **Site**) is owned and operated by Aioi Nissay Dowa Insurance Company Australia Pty Ltd (**Adica**) (ABN 11 132 524 282) (AFSL 443540) and/or its related entities.

Please read these Terms of Use carefully as they govern your use of the Site. By accessing or using the Site you agree to be bound by these Terms of Use.

Adica may revise these Terms of Use from time to time without notice. Adica will provide notice indicating when any such revisions have been made. If you do not agree to abide by these Terms of Use, including any revisions, do not use or access the Site. It is your responsibility to regularly review these Terms of Use.

2. Links to other Websites

The Site may contain links to other websites or applications that are owned or operated by third parties independent of Adica (**Third-Party Sites**). The Third-Party Sites are not sponsored, endorsed or approved by Adica and Adica is not responsible for, and makes no representation or warranty as to, the content or accuracy of the Third-Party Sites.

To the extent permitted by law, Adica accepts no responsibility for any loss arising directly or indirectly from you using, accessing, or attempting to access a Third-Party Site.

3. Licence to use the Site

The Site is subject to copyright and other intellectual property rights. The trademarks and logos (**Marks**) displayed on the Site are the property of Adica or third parties and cannot be used without the written permission of Adica or the third party that owns the Marks.

Adica grants you a limited, non-transferable licence to access and use the Site solely for your personal use. You must not copy, republish, alter, or modify any part of the Site. Your login details to access the Site are confidential and must not be given to any other person.

Adica (or its licensors) retains all right, title, and interest in and to the Site. Adica reserves all rights not expressly granted under this Website Terms of Use. Subject to applicable law, Adica may revoke this licence at any time and may suspend or deny, in our sole discretion, your access to or use of the Site at any time without notice.

4. Accuracy of content

The information on the Site is of a general nature only and some of the information may be provided by third parties. While Adica has taken reasonable care to ensure the accuracy and completeness of the information, Adica cannot guarantee that this information is always accurate, up-to-date, or complete.

5. General Restrictions

In using the Site, you must not:

- (a) provide Adica inaccurate or incomplete information.
- (b) violate the contractual, personal, intellectual property or other rights of any party including using, uploading, transmitting, distributing, or otherwise making available any information made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party.
- (c) violate any applicable laws or use the Site for any purpose that is unlawful.
- (d) distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software.
- (e) frame the Site or represent or imply that any part of the Site belongs to anyone other than Adica.
- (f) collect or store data about other users of the Site.
- (g) send automated queries of any sort to the Site without Adica's prior written consent;
or
- (h) engage in any other conduct that inhibits any other person from using or enjoying the Site.

6. Completing purchases through the Site

If Adica provides the option to purchase products or services through the Site, it will be done in accordance with the following process:

- (a) To make an online purchase, you must first obtain a quote for your selected insurance product by providing all the required details in the form on the Site and submitting the completed form.
- (b) The Site will then, based on the information you have provided, generate a quote, identified with a 'Quote Number', which is an offer to provide insurance in accordance with the quote and the terms and conditions of the applicable insurance product (as set out in the relevant Policy Disclosure Statement (PDS). Notwithstanding the receipt of the completed form from you, Adica reserves the right to refrain from making an offer for any reason whatsoever. Adica may save and retrieve any quote it issues.
- (c) This offer is capable of acceptance by you until the specified 'Quote Expiry Date'. After the specified 'Quote Expiry Date', you will be unable to accept Adica's offer to provide the insurance product detailed in that quote, and you must instead create another quote if you wish to make a purchase.
- (d) If you then wish to purchase an insurance product in accordance with the quote generated by the Site, you must follow the instruction on the Site to elect to purchase the insurance and submit all additional information (including your

payment details) required by Adica. By making that election, you are accepting Adica's offer to purchase the insurance product in accordance with the quote generated by the Site.

7. Payments online

If Adica provides the option, you may be able to pay for your new policy or renewals online. If you receive a renewal schedule indicating that this payment option is available, you will be able to process your payment through the functionality on this site.

If you are paying for a new policy or renewal online:

- (a) You will be taken to have communicated your acceptance of Adica's offer only when:
 - i. Adica receives and records the Electronic Instruction containing your acceptance in Adica's systems.
 - ii. Adica's systems generate a policy number; and
 - iii. Adica receives all required details of a current and valid payment card (being a card which you are authorised to use, and which is of a card type accepted by Adica) or a valid direct debit election (where you can, and chose to, pay by instalments), from which Adica is able to debit the premium.
- (b) The purchase transaction will not be completed, and no binding insurance contract will be formed, until Adica has received:
 - i. payment of your premium in full; or
 - ii. a valid direct debit election, where you are able to, and choose to, pay by instalments, and provides confirmation of that receipt to you.
- (c) In these Terms of Use, "Electronic Instructions" means all instructions, messages, requests, or communications transmitted or issued to Adica through the Site.

8. Online portal

You may be able to perform certain transactions and make certain policy amendments through the Site. If this functionality is available, you will be required to log in by providing your policy number and password. You must not provide any other person your login credentials.

If you make a change to your policy details that affects how Adica rates your policy, you may be required to make a payment. If this is the case, you will be required to do so in accordance with clause 7 above. Any information provided through the Site under your login details will be taken as provided by you and Adica will act on and process this information without further consent being required from you.

9. Valuation tools and calculators

The Site may contain various tools, calculation devices or other information which may assist you in determining the amount of insurance cover you may need. While Adica has undertaken reasonable steps to ensure that any features or information described in this clause 9 are accurate and free from defects, Adica does not warrant the accuracy, adequacy, correctness, or completeness of these features. Your use of any of these features or information is entirely at your own risk. Any monetary figures are estimates only and do not take account of your circumstances.

10. Claim lodgment

The Site may enable you to lodge and manage certain claims and aspects of claims online. This functionality may not be suitable for all claims, and you may be required to contact Adica directly to lodge or manage your claim at any point throughout the claims process.

Adica makes no representations as to the suitability and availability of the functionality of claims lodgment and management through the Site.

11. General advice

Any advice contained on the Site is general in nature and does not take account of your financial situation or your personal needs. Adica suggests that you read the PDS and any other relevant documentation to determine if Adica's products are right for you and seek independent advice before acting on any information found on or through the Site.

12. Privacy

Adica is committed to protecting the privacy and personal information of our customers. Any personal information Adica holds will be held and used in a secure and responsible manner in line with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles.

Please read the [Privacy Policy](#) located on the Site, and the accompanying [Cookies and Data Policy](#), which explains how Adica collects, stores, uses and discloses certain information that you provide.

13. Warranties and Liability

- (a) Subject to paragraph (c), the Site is provided "as is, as available" and Adica excludes and disclaims to the maximum extent permitted by law all guarantees, conditions, warranties or terms of any kind, whether express or implied or imposed by any applicable law. In particular, while Adica endeavours to provide a convenient and functional website, Adica does not

guarantee that the Site is accurate or complete, that your use of the Site will be uninterrupted, error free or that the Site is free of viruses or other harmful components.

- (b) Adica cannot be responsible for any loss, corruption or interception of data sent to or from the Site which occurs outside of Adica's computer systems (such as those which occur while being sent over the internet). Adica recommends that you install and use up-to-date anti-virus, anti-spyware, and firewall software on your computer.
- (c) Nothing in this agreement excludes, restricts, or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable law which cannot lawfully be excluded, restricted or modified. This may include the Australian Consumer Law and *Australian Securities and Investments Commission Act 2001* (Cth) which contain guarantees that protect the purchasers of goods and services in certain circumstances.
- (d) Subject to paragraph (c), and to the maximum extent permitted by law, Adica's maximum aggregate liability for all claims under or relating to these Terms of Use or their subject matter is limited to AUD\$100.
- (e) Subject to paragraph (c), and to the maximum extent permitted by law, Adica is not liable to you for:
 - i. any special, indirect, incidental, or consequential loss or punitive loss or damage; or
 - ii. loss of profits, revenue, goodwill, anticipated savings or loss or corruption of data,whether or not Adica was aware of should have been aware of the possibility of such loss or damage.
- (f) The limitations and exclusions of liability in this clause 13 apply regardless of the basis on which such liability arises, whether in contract, breach of warranty, tort (including negligence), in equity, under statute, or under an indemnity, even if Adica has been apprised of the possibility of such claim for damages.

14. Your indemnity

You indemnify Adica if it suffers any loss or damage or incurs any costs in connection with or arising directly or indirectly as a result of your breach of these Terms of Use or your use or access to the Site.

15. General

- (a) These Terms of Use are governed by the laws of Victoria, Australia.
- (b) Any provision of these Terms of Use which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms of Use is not affected.
- (c) The failure or delay by us to exercise or enforce any right in these Terms does not waive our right to enforce that right.