

## Our Terms and Conditions

It is important that you read the terms and conditions listed below from BizCover.

### Duty of Disclosure Notice

Before you enter into an insurance contract you have a duty to tell the insurer anything that you know, or could reasonably be expected to know may affect its decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that: -

- reduces the risk it insures you for;
- is of common knowledge;
- it knows or should know as an insurer; or
- it waives your duty to tell it about.

### **If you do not tell the insurer something**

If you do not tell the insurer anything you are required to, it may cancel your contract or reduce the amount it will pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, it may refuse to pay a claim and treat the contract as if it never existed.

### **Claims Made & Notified Policy Notice - Relevant if you purchase a Professional indemnity, Cyber liability, IT liability or Management Liability Insurance policy or where otherwise noted in the policy wording**

The proposed insurance is issued on a 'claims made and notified' basis as specified in the policy wording. This means that the policy responds to claims first made against the insured during the policy period and notified to the insurer during that policy period. Refer to the policy wording for full details.

Under Section 40(3) of the Insurance Contracts Act 1984 (Cth) if the insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the policy expires, the insurer is not relieved of liability under the policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the policy.

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to the insurer during the policy period, the insurer may not cover you under the policy or a subsequent policy for any claim which arises from these circumstances.

When completing the application, and at subsequent renewals, you are obliged to report and provide full details of all circumstances of which you are aware and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see Duty of Disclosure Notice, above) so that your cover under any policy is not compromised.

### Retroactive Liability

The proposed insurance may be limited by a retroactive date either stated in the schedule or endorsed onto the policy. Where the cover provided by the proposed policy is subject to such a retroactive date, then the policy does not cover any claim arising from an actual or alleged act, error, omission or conduct occurring prior to such retroactive date.

### **Privacy Notice**

In this Privacy Notice "we", "our" and "us" means BizCover Pty Ltd (ABN 68 127 707 975; AFSL 501769) its representatives, related companies, and third parties who provide services to us or on its behalf.

We are covered by the Privacy Act 1988 (Cth) and its Australian Privacy Principles (APPs), which set out standards for the collection, use, disclosure and handling of personal information.

Personal information is essentially information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not. See the Privacy Act for full details.

This Privacy Notice applies from 16 September 2015 and details how we collect, disclose and handle your personal information.

### What are the purposes we collect your personal information for?

We collect your personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. our insurance intermediary services;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products e.g. training and development of our representatives, product and service research and data analysis and business strategy development;
- make special offers of other services and products provided by us or those we have an association with, that might be of interest to you.

### What happens if you don't give us your personal information?

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

### How do we collect your personal information?

Collection can take place through websites (from data you input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect personal information directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so or the law permits us to do so.

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this Privacy Notice.

### Who do we disclose your personal information to?

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, our agents or contractors, our insurers, other insurers and reinsurers, your agents,

premium funders, other insurance intermediaries, underwriting agents, our legal, accounting and other professional advisers, actuaries, data warehouses and consultants, social media and other similar sites and networks, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, your employer (if a corporate policy is involved), anyone either of us appoint to review and handle complaints or disputes, our alliance and other business partners and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website at [www.bizcover.com.au](http://www.bizcover.com.au)

In some cases we may not be able to take reasonable steps to ensure such persons located overseas do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Privacy Act. By proceeding to acquire our services and products you agree that you cannot obtain redress under the Privacy Act or against us, but only to the extent permitted by law and may not be able to seek redress overseas.

#### More information, access and correction or complaints

For more information about our Privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the APPs and how such a complaint will be handled, please refer to our Privacy Policy. It is available on our website at [www.bizcover.com.au](http://www.bizcover.com.au) or by contacting us (our contact details are provided below).

#### How do you contact us and what are your opt out rights?

By providing us with personal information you and any other person you provide personal information for, consent to these uses and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

#### Contact us

BizCover Pty Ltd [ABN: 68 127 707 975]

By phone: 1300 249 268

By email: [privacy@bizcover.com.au](mailto:privacy@bizcover.com.au)

In writing: Level 2, 338 Pitt Street, Sydney, NSW 2000

#### Agency Notice

BizCover Pty Ltd (ABN 68 127 707 975; AFSL 501769). In effecting this insurance the intermediary (BizCover) will be acting under an authority given to it by the insurer and the intermediary will be effecting the contract as agent of the insurer and not the insured except where specified otherwise.

#### General Advice Warning

We do not recommend an insurance policy for you, we only offer the policies available from the insurers on our website and any advice provided is General Advice.

General Advice is advice that has been prepared without considering your current objectives, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs. If the advice provided relates to the acquisition or possible acquisition of a new insurance policy you should read the Product Disclosure Statement and/or Policy Wording (available on our website) before making any decision about whether to acquire such a financial product.

#### Disclosure relating to Point Underwriting Agency Pty Ltd

We are a shareholder of Point Underwriting Agency Pty Ltd (Point) and may receive dividends as a result. Point is an underwriting agency which provides insurance products to insurance intermediaries within Australia and where appropriate BizCover may offer insurance products from Point on its website.

#### Renewing the Policy

We will send you notification of whether the insurer is prepared to negotiate to renew the policy and if so, on what terms, at least 14 days before the expiry date of your policy.

Unless we require a new proposal or declaration from you to determine your premium or decide to offer renewal (we will tell you by email if this is the case), the renewal notice will show the premium for the new period of insurance, and may also include notice of any changes to the terms of your policy.

Unless we require a new proposal or declaration from you, if you wish to take up this renewal offer and you are happy the information is accurate and you have no disclosure to make to insurers under your duty of disclosure, you will not have to do anything and we will automatically deduct / charge the renewal premium from your account / credit card if we don't hear from you by expiry of the current period of insurance. If you do not wish to take up the renewal offer you must contact us before expiry to advise us of this.

When you receive a renewal offer, you must tell us before expiry if the information contained in it is incorrect or incomplete and make such additional disclosure to us as is required pursuant to your duty of disclosure (see Duty of Disclosure Notice, above). We will then consider the additional information and whether and on what terms we are able to arrange for renewal.

If we are not able to automatically renew your policy we will send you an email notification for you to either complete your renewal online or to contact us. Please ensure you keep us updated of any change to your email address.

#### BizCover remuneration rights on Policy Cancellation

On cancellation of any insurance policy effected through BizCover, you agree that the commission and any fees paid to BizCover are non refundable to you and may be deducted by BizCover from any refund otherwise payable by the insurer to you on cancellation of the policy, irrespective of any terms to the contrary in the policy.

#### Dispute Resolution

We have complaint handling and internal dispute resolution procedures in place. This service is available to you free of charge. Clients who are not satisfied with our services may contact our Customer Resolution Officer on 1300 249 268 or [customerresolution@bizcover.com.au](mailto:customerresolution@bizcover.com.au) to raise any concerns they have. We will respond to your complaint within fifteen (15) working days and if you are not satisfied with our answer we will treat your complaint as a dispute. The matter will then be referred to our internal disputes resolution section and they will respond to you within fifteen (15) working days. If you are still not happy with the outcome you may be able to have your matter considered by the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference.

Determinations of AFCA are binding on us but are not binding on you. Contact details for AFCA are:

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Post: GPO Box 3, Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Further information is available from our office or online.