

## **Compare The Market Pty Ltd Terms & Conditions - Choosi Car and Home & Contents Insurance Web Pages**

The Web Pages are hosted and managed by Compare the Market Pty Ltd ACN 117 323 378 (**CTM**) on behalf of Choosi. This document sets out the terms and conditions on which you agree with CTM that you will use these Web Pages. The meaning given to certain words used in these Terms are contained in the “Definitions” section below.

### **Acceptance of Terms**

This document governs Your use of the Web Pages. The other terms and conditions contained in the [CTM Privacy Policy](#) and on the Web Pages also form part of CTM's agreement with You. Please read them carefully before proceeding.

Your use of and access to the Web Pages is conditional upon Your acceptance and compliance with these Terms. Your use of and access to either of the Web Pages constitutes Your agreement to be bound by these Terms. From time to time, CTM may change these Terms, without notice. Any subsequent use of or access to either of the Web Pages by You will mean that You have accepted the changes to these Terms.

If You do not agree to these Terms, You must not use or access the Web Pages.

These Terms are intended to be for the benefit of each of CTM, its Related Bodies Corporate and their respective Personnel.

### **The Web Pages**

The Web Pages provide an information service to obtain quotes and compare certain products and services on the basis of particular criteria You may select including brand and price. The products and services quoted and compared are not representative of all the products and services available in the market. At times, not all brands may be available.

The Web Pages provide You with factual information, advertisements and links to other websites. They may also contain general recommendations about products and services and what to consider when buying. However, they contain no personal recommendations, suggestions or advice about the suitability of a product or service for You and Your needs, and do not take into account Your individual circumstances.

Before acting on the information and guidance provided by the Web Pages, You should evaluate Your own individual needs, objectives and situation and which products are suitable for You, and if necessary seek independent financial or investment advice before making a decision to acquire.

### **Comparing Car Insurance Products – Car Insurance Comparison**

For car insurance products, always read the Product Disclosure Statement from the relevant Supplier before making any decision to acquire or hold insurance.

The car insurance products compared on the Car Insurance Comparison on the Web Pages are not representative of all products available in the market. The Web Pages compare the following car insurance brands: Budget Direct, Woolworths and Virgin Money. All car insurance brands other than Woolworths are policies arranged by AGS under a binder, for and on behalf of the insurer, Auto & General (**Auto & General Car Brands**). CTM, AGS and Auto & General are related bodies corporate. Woolworths is issued by the insurer, Hollard. Choosi and Hollard are related bodies corporate.

At times, not all brands may be available.

If You purchase an Auto & General Car Brand, AGS and CTM will earn a referral fee as detailed in the FSG available on the Web Pages. In respect of other car insurance products compared on the Car Insurance Comparison, CTM will receive a fee if You buy a product, as detailed in the FSG. CTM's and AGS's fees do not increase the amount of premium quoted on the Web Pages.

### **Home & Contents Insurance Products**

Currently, the Web Pages allow You to obtain quotes from a limited number of participating brands.

The home & contents insurance products quoted from participating brands are not representative of all products available in the market. The Web Pages compares the following home & contents insurance brands: Budget Direct, Virgin Money and Woolworths. All home & contents insurance brands other than Woolworths are policies arranged by AGS under a binder, for and on behalf of the insurer, Auto & General. CTM, AGS and Auto & General are related bodies corporate. Woolworths is issued by the insurer, Hollard. Choosi and Hollard are related bodies corporate.

At times, not all brands may be available.

AGS and CTM may earn a referral fee, as detailed in the FSG available on the Web Pages, if You purchase a home & contents insurance product after receiving a quote on the Web Pages. CTM's and AGS's fees do not increase the amount of premium quoted on the Web Pages.

Always read the Product Disclosure Statement from the relevant Supplier before making any decision to acquire or hold insurance.

### **Who Will You Deal With?**

If You enquire about or acquire a particular product or service, You will deal directly with the provider of the relevant product or service. CTM does not guarantee that any product or service can be provided to You as the Supplier's eligibility criteria and terms and conditions will apply. If You decide to purchase a particular product or service using:

- a link available on the Web Pages You will be taken to the Supplier's (or their agent's) website to make Your application and/or payment;
- the telephone contact details available on the Web Pages to make Your application and/or payment, You will do so via the Supplier's (or their agent's) call centre.

### **Use and Access**

The Web Pages and their Content are made available only to genuine bona fide website users. The Web Pages are for website users interested in comparing for themselves, the goods and services available for ranking and comparison on the Web Pages and any other person who has our prior written consent to do so. By using the Web Pages You warrant that You are such a website user.

You must not use the Web Pages or their Content:

- for commercial purposes (including for competitive advantage or to the competitive disadvantage of CTM, its Related Bodies Corporate or any Supplier);
- in any manner that is inconsistent with the purpose for which the Web Pages are provided;
- in any manner which is in breach of any laws; or
- in any other way which is not expressly permitted by these Terms or CTM.

Without limiting the above, You will not and will not permit a third party to:

- use or access the Web Pages or their Content in a way that infringes the intellectual property rights or other rights of any person;
- copy or disclose to any person, any Content other than as expressly permitted by these Terms;
- use any method or process (including data scraping, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repackaging the Content;
- use any method or process to consolidate or combine the Content with any other content, data, information, images or material;
- reverse engineer, disassemble or otherwise attempt to construct or identify the Web Pages' source code, formulas or processes;
- use, access or retain any Content in any manner or form whatsoever, unless expressly permitted by these Terms;
- use systematic, repetitive or any other methods which are designed to obtain a large number of quotes, comparisons, rankings or other pricing and related information from the Web Pages;
- use, obtain or attempt to obtain from the Web Pages, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems;
- do anything which will or may damage, disrupt access to or interfere with the proper operation of the Web Pages;
- do anything which will or may place an unreasonable load on the infrastructure of the Web Pages;
- post, distribute or send any 'spamming material' or any other form of bulk communication;
- impersonate any person or entity;
- publish or disseminate any material which is unlawful, defamatory, indecent, offensive or inappropriate;
- use the Web Pages to harass, defame, abuse, threaten or otherwise offend others; and
- transmit any material which contains viruses or other computer codes designed to interrupt, limit or destroy the efficient operation of the Web Pages, their software or hardware.

### **Disclosure Documents**

By accessing the Web Pages, You agree to accept electronic delivery of insurance disclosures and documents via the Web Pages (including CTM's FSG and the Product Disclosure Statements supplied by product providers who participate in the comparison service).

### **Disclaimer – Web Pages**

Subject to these Terms, You agree that Your use of and access to the Web Pages is at Your own risk.

CTM tries to ensure that the Content (which includes information supplied by third parties) is accurate and up-to-date. Please write to CTM at the CTM Address, if You spot an error. However (to the extent

permitted by law), CTM does not warrant the accuracy, adequacy or completeness of the Content, and You should not rely upon the Content as being accurate, complete or up-to-date. CTM recommends You confirm the information and results obtained on the Web Pages with the relevant Supplier.

CTM will take reasonable steps to provide a safe and reliable service. But there are some risks with using the internet. CTM does not guarantee that the Web Pages will be free from viruses. CTM accepts no responsibility for any harmful computer code that might be introduced to Your system by using the Web Pages (to the extent permitted by law).

CTM does not guarantee that access to the Web Pages will be uninterrupted, timely or secure, or that it will always operate as intended, and CTM accepts no responsibility in that regard (to the extent permitted by law).

The Web Pages, or any product or service available on them, may be changed or withdrawn at any time, without notice.

Your access to the Web Pages may be terminated at any time, without notice, for whatever reason. You must not, in any way, access the Web Pages or their Content after termination. But the disclaimers, limitation of liability and indemnity provisions in these Terms will survive the termination. Any licenses or other rights You granted to CTM will also survive termination.

### **Third Party Sites and Advertising**

The Web Pages contain links to other websites operated by third parties. CTM does not recommend or endorse those other websites or the products and services provided on those sites. CTM is not responsible for the condition or content of those websites as CTM does not have control over those websites. CTM makes no representations about the accuracy of any information contained on any other websites and is not responsible for any Loss arising directly or indirectly from You using, accessing or attempting to access those websites.

You must obtain CTM's prior written permission to link to either of the Web Pages.

The Web Pages may display third party advertising. CTM does not recommend or endorse the third party advertiser, its products or services.

### **Intellectual Property**

The Web Pages (including the software, layout and design of or underlying the quoting, ranking and comparison system contained within it) and their Content are subject to copyright. You may view the Web Pages using Your browser and print out or download a copy for Your personal and non commercial use. Except as otherwise provided by law, all other use, copying, reproduction, dissemination, modification, distribution, transmission, republication, display or performance of all or part of the Web Pages is prohibited. Nothing in these Terms constitutes a transfer of any intellectual property rights.

CTM, its Related Bodies Corporate and the Suppliers own or licence certain trademarks which appear on the Web Pages. Unauthorised use of those marks is prohibited.

### **Liability and Indemnity**

Except for obligations imposed by law that cannot be excluded, You agree that CTM, CTM's Related Bodies Corporate and their respective Personnel will not be liable for any Loss arising out of, as a result of or referable to the Web Pages, the Content, the use of or access to the Web Pages including (without limitation) that arising as a result of:

- any unauthorised access of or breach of security to either of the Web Pages for whatever reason;
- any error, faults, omissions, inaccuracies or misrepresentation in relation the Web Pages and their Content; and
- the transmission of any computer virus.

You agree that, to the extent permitted by law, in no circumstances whatsoever will an Indemnified Person be liable for any indirect, incidental, special or consequential Loss or damage or loss of profits however caused.

To the extent permitted by law, You agree to indemnify and keep indemnified each Indemnified Person against all actions or claims which may be brought against each Indemnified Person by any person and all Loss suffered or incurred as a result of:

- Your breach of these Terms;
- Your breach of any other legal obligation or law;
- Your acts or omissions;
- Your use of the information contained in a CTM Email; and
- Your use of and access to the Web Pages.

### **Privacy Policy**

Your privacy is very important to CTM. CTM may ask You to provide personal information when You use the Web Pages. The way in which CTM collects, uses and discloses personal information is set out in the CTM Privacy Policy which is available on the Web Pages.

### **Online security**

For Your protection, services that involve the provision of confidential information are provided via a secure server. The information is encrypted using the Secure Socket Layer Protocol. This will significantly improve the security of the information You provide.

### **Jurisdiction**

The information on the Web Pages is provided for Australian residents only. The law applicable in the state of Queensland, Australia will apply to these Terms, use of the Web Pages and the resolution of any disputes arising from access to and use of the Web Pages. You and CTM submit to the exclusive jurisdiction of the court and tribunals of the state of Queensland.

### **Vehicle Information**

Automotive Data Services Pty Ltd (Red Book) has prepared this data and valuations from information gathered from a variety of sources. Whilst all care is taken in producing the data and valuations, Red Book cannot guarantee or make any representations regarding the use of, or reliance, on it. Red Book is not responsible for all the information provided to it and You should not rely on the data or valuations without making Your own independent assessment of the vehicle and other sources of information. Red Book is not liable for any loss or damages (other than in respect of any liability which may not lawfully be excluded) relating to Your use of, or reliance on, this valuation and data.

## Contacting CTM

If You have any technical issues when using the Web Pages or any suggestions on how they can be improved, please contact the Website Administrator at the CTM Address.

## Definitions

**Auto & General** means Auto & General Insurance Company Ltd ACN 111 586 353 AFSL 285 571.

**AGS** means Auto & General Services Pty Ltd ACN 003 617 909 AFSL 241411.

**Car Insurance Comparison** means the comprehensive car insurance comparison service offered on the Web Pages by CTM which allows You to compare (including in respect of price) the car insurance brands which participate on the Web Pages.

**Choosi** means Choosi Pty Ltd ACN 147 630 886, AFSL 402397.

**Content** means the content, text, data, information, images, pages, materials, tools and results contained on either of the Web Pages.

**CTM** means Compare The Market Pty Ltd ACN 117 323 378; AFSL 422926.

**CTM Address** means PO Box 301, Toowong QLD 4066.

**CTM Email** means an email sent by or on behalf of CTM to You (as requested by You) providing news, information and offers about CTM and the Web Pages.

**FSG** means the Financial Services Guide relating to general insurance products.

**Hollard** means The Hollard Insurance Company Pty Ltd ACN 090 584 473, AFSL 241436.

**Indemnified Person** means CTM and CTM's Related Bodies Corporate and their respective Personnel.

**Loss** means any damage, loss, cost, expense or liability however it arises and whether it is direct or indirect, present or future, fixed or unascertained, actual or contingent and includes all legal costs and expenses.

**Personnel** means the directors, officers, employees, agents and contractors of a person.

**Related Bodies Corporate** has the same meaning as in the *Corporations Act 2001* (Cth) and in respect of CTM includes AGS, Auto & General.

**Supplier** means a participating supplier or provider of the goods and services which are available for ranking and comparison on the Web Pages. In respect of comprehensive car insurance and home & contents insurance, only those providers who participate in the Car Insurance Comparison and/or provide quotes for the home & contents insurance products are "Suppliers" for the purposes of this definition.

**Terms** means these website terms of use along with the CTM Privacy Policy and any other terms and conditions set out on the Web Pages.

**Web Pages** means the web pages located at [www.choosi.com.au/car-insurance](http://www.choosi.com.au/car-insurance) and [www.choosi.com.au/home-and-contents](http://www.choosi.com.au/home-and-contents) and associated sub pages.

**You or Your** means the user of either of the Web Pages.

Last updated: 19 October 2020