

iSelect General's Additional Terms

About our Website

Thank you for visiting this website. This website is owned and operated by iSelect Ltd ABN 48 124 302 932, ('iSelect' 'us' 'our' or 'we'). 'You' means the users of this public website.

We welcome you to our site and we want to make it as user friendly as possible. By using the website you acknowledge and agree to these terms and conditions (**Conditions of Use**). We provide this website to assist you to select your insurance provider. Information provided on the website may constitute general advice, in which case we do not take into account your financial situation, objectives or needs. Before acting on our advice, you should consider whether it is appropriate, in light of these factors.

Website Content

Our website contains a range of information about our participating insurers and their insurance products. We endeavour to ensure that the information on the website is accurate. In the event you believe we have made a mistake please contact us at info@iselect.com.au The presence of an insurer on our website does not constitute an endorsement by us of the insurer, the content of the insurer's website, or the activities promoted by the insurer.

To the extent permitted by law we do not warrant as to the accuracy, adequacy of, or completeness of, any information contained on this website and exclude liability for purchase decisions made on the basis of information included or excluded from this website.

We do not guarantee that our website will not contain any viruses and we accept no responsibility for foreign computer code that is introduced into your computer system through use of this website. We cannot guarantee that this site is free from computer viruses, hackers or other form of technical sabotage. We cannot guarantee that access to our website will be uninterrupted.

We are free to change the content of the website and any product may be withdrawn at any time, without notice.

Any limitation of liability and indemnity provisions in these terms will survive termination. Any licenses or other rights you grant to us will survive termination.

Conditions of Use

The information available on this website ('Content') is provided only for bona fide personal or commercial customers only. It is a condition of these Conditions of Use that you agree not to:

- Use any content obtained from this website for any commercial purpose (including for profit or gain);
- copy or disclose to any person, any Content other than as expressly permitted by these conditions of use;
- 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 iSelect Website's source code, formulas or processes;
- 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 iSelect Website;
- Use, obtain or attempt to obtain from the iSelect Website, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems; or
- Post, distribute or send any 'spamming material' or any other form of bulk communication.

Data and Valuations Disclaimer

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.

Personal and Non Commercial Use Only

Data and valuations on this website are provided for your personal and non-commercial use only. You must not, without the written approval of the Website owner:

- modify, copy, distribute, transmit, display, perform, reproduce, publish or license any data and valuations from this website;
- use or attempt to use any data and valuations published on this website to create any web site or publication;
- mirror or frame any data and valuations published within this website;
- use any automated process of any sort to query, access or copy any data and valuations on this website or generate or compile any document or database based on the data and valuations published on this website; or
- transfer or sell any data and valuations offered on this website;

The website owner may terminate your right to access and use this website at any time.

Use of Your Information

You acknowledge and agree that iSelect may use your personal information in accordance with the iSelect Privacy Policy.

Limitation of Liability

Our participating insurance companies provide much of the information available on the website (Website Information) and therefore there may be inaccuracies in the Website Information over which we have no control. Before making a decision to purchase an insurance policy you should consult the relevant Product Disclosure Statement (“PDS”). We do not warrant or guarantee the:

- timeliness, accuracy or completeness of the Website Information; or
- quality of the results obtained from the use of the website.

To the maximum extent permitted by law, we have no liability in relation to or arising out of the Website Information and website recommendations. You are responsible for the final choice of your insurance policy and you should take time to read through the PDS before proceeding. If you are in any doubt regarding an insurance policy or its terms you should seek further advice from iSelect or the relevant insurer before choosing your insurance policy. We do not accept any responsibility for your decision to choose an insurer or an insurance policy.

Our liability for a breach of these Conditions of Use, statutory cause of action, common law or tort (including negligence) in any way is limited as follows:

1. we will not be liable for any indirect or consequential loss or damage, notwithstanding anything else in these Conditions of Use; and

2. in respect of all other claims or liability to you for all other proven loss and damage, is limited, for an aggregate of all claims, to the amount of the commission payable to iSelect for the first year's premium for any product you have purchased from us, or \$1,000.00, whichever is a lesser amount.

iSelect may pass on your personal information to the relevant insurer if you purchase an insurance policy via iSelect, however, iSelect does not guarantee when or if you will actually become an insured person under the insurance policy that you have chosen. We do not accept any liability arising out of circumstances where there is delay in you becoming an insured person under the policy you have chosen.

Indemnity

To the maximum extent permitted by law, we disclaim all liability and you agree to indemnify us, our directors, employees, agents, and contractors for any loss suffered, or any costs that may be incurred arising from your breach of these terms or your use of this website.

Disclosure of Commission/Fees

iSelect receives payment of commissions as well as a marketing service fee from participating insurance companies in order to provide the services provided by us on the website. Please refer to the iSelect General Pty Ltd [Financial Services Guide](#) (FSG) for full details. You are not required to pay iSelect for the use of the website.

Pricing

All policy premiums are quoted in Australian dollars. The premium amounts quoted on the website are subject to change and may also vary depending on the payment method chosen. Whilst we endeavour to keep all policy details and premiums on the website current, iSelect does not guarantee the accuracy of pricing information on the website.

Statements of the Law

Statements made on the website are not intended to be statements of the law. Statements regarding the Australian insurance regime are summaries which may not be comprehensive or complete.

Other Information

Our website contains statements regarding the terms of insurance policies, including details of the benefits available and items not covered by such policies. Some of these statements are generalised in an attempt to give you a summary of the insurance policies available through iSelect. However, not all insurance policies are the same and you

should confirm the exact terms of any insurance policy that you intend to purchase prior to purchasing that insurance policy. The product information supplied on the website is available only to Australian residents.

Amendment

iSelect may at any time and at iSelect's absolute discretion vary these Conditions of Use.

Privacy Policy

iSelect is committed to protecting the privacy of your personal information. Our privacy policy explains how we manage the personal information we collect, use and disclose and how to contact us if you have any further queries about our management of your personal information. Please click on the following link to access iSelect's Privacy Policy [/privacy-policy/](#)

Arranging to Purchase an Insurance Product Online

You are welcome to use our website to conduct a needs analysis. We have a number of products from our participating insurers. If you elect to buy online then there are some important conditions that will apply.

Firstly, you will answer a set of questions that will help to generate an online quote.

If you elect to purchase an insurance policy online, based on that quote, and the insurer who sells that product is prepared to offer you that option, then you will be transferred into the insurer's online system that will allow you to purchase the product you have selected. You should note that the insurer may ask you additional questions at that stage. We will record within our database all of your relevant details and we will also record an identification number. Your dealings with us will cease once you have been transferred into the insurer's computer systems. You should note however that the insurer will provide us with the policy number you are issued with, as part of our verification process for the commissions/fees we will be paid. If the insurer proceeds to make you an offer to purchase an insurance product, you will then be entering into a contract of insurance with the relevant insurer.

We do not have visibility of your purchase of an insurance policy or the means by which you will pay for that policy.

Links to Other Websites

We have a number of links on our website. These may take you to other websites. The purpose of these links is to provide you with easy access to further information you may need in making your purchase decision. In no circumstances do we make representations

about the accuracy of any information contained on any other websites. We exclude all liability for any loss, damage, cost or expense you incur in accessing or attempting to access a third party site.

Intellectual Property

We own some of the registered trademarks which may appear on this website. We also own the copyright in all of the content of this website. There are also brand names, logos, slogans and other items which are the intellectual property of iSelect. Except as necessary for using this website on your browser, or as permitted use under the *Copyright Act 1968* (Cth) or other applicable laws, no material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our specific prior written consent.

Jurisdiction

This website is for Australian residents and people over 18 years of age. The law applicable to the state of Victoria applies to the use of this website and the parties submit to the jurisdiction of the courts of the state of Victoria.

Contact iSelect

If you have any issues during your use of this website or any suggestions on how to make it better, please contact us on info@iselect.com.au