Terms of Use – Easicover Platform

Please read the entire Terms very carefully. Some of the key items are summarised below, but this should not be used as a substitute for reading the document in its entirety:

- **a.** These Terms govern our relationship when you use the Easicover Platform.
- **b.** The Easicover Platform is a digital general insurance platform that enables Australian businesses and insurance intermediaries to access, obtain quotes for and purchase general insurance products offered by participating insurers and underwriting agencies. We do not provide Insurance Products ourselves and we **only give general advice** – see clause 5.1.
- **c.** Any Insurance Product you purchase will be a contract directly between you and the relevant Insurer, not with us.
- **d.** From time to time, we may make changes to these Terms - see clause 1.2.
- **e.** Clauses 5 and 6 contain important limitations on our liability, disclaimers and exclusions. In practical terms, these clauses set out what we do not accept liability for. You should pay special attention to those.

1 Acceptance

1.1 This Platform is operated by *Easicover* (“**us**”, “**we**” and “**our**”). In using this Platform you accept these Terms.

1.2 We may amend these Terms and/or the Privacy Policy by updating them on the Platform. Your continued use of the Platform indicates your continued acceptance of the amended Terms and/or Privacy Policy, as relevant. These Terms will prevail over any other terms or agreement between you and us.

1.3 You acknowledge that we earn a commission from Insurers when you buy Insurance Products via the Platform. Please see our Financial Services Guide.

2 Registration

To use the Platform we may require you to create an account. We may refuse, review or cancel any account registration at our discretion, particularly if we suspect you have used it to commit fraud. You are responsible for keeping your account credentials secure, and you are responsible for all use and activity carried out under your account. You must not share your account credentials with any third party or let someone else use your account.

3 Your Conduct

3.1 You must only use the Platform for its intended use, and you must not use it to commit fraud against us or an Insurer.

3.2 Duty to Disclose

(a) you must tell us and the Insurer of anything you know that could reasonably be expected to affect the Insurer’s decision to insure you and the terms on which they insure you;

(b) if you do not tell the Insurer something important then your insurance may be cancelled, your right to claim may be reduced or you may not be able to claim at all;

(c) it is fraud to deliberately misrepresent something to an Insurer;

(d) you will immediately notify us and the relevant Insurer of any material changes to information previously provided that may affect your Insurance Product during the Policy Period; and

(e) you acknowledge that we rely entirely on the information you provide and have no independent obligation to verify, investigate, or validate such information.

3.3 We do not permit the use of bots or other automated scraping services on the Platform, other than those used by search engines for ranking purposes.

4 Insurance Broking Services

4.1 The Platform facilitates insurance broking services by connecting you with Insurers and assisting in the arrangement of Insurance Products. You acknowledge and agree that:

(a) we do not underwrite, issue, guarantee, or assume any liability under any Insurance Product;

(b) all Insurance Products are provided by third party Insurers, and your rights and obligations under any Insurance Product are governed solely by the relevant Policy Documents issued by the Insurer;

(c) we make no representations, warranties, or guarantees regarding the solvency, financial stability, or claims-paying ability of any Insurer; and

(d) the availability, terms, coverage, premiums, and conditions of Insurance Products are determined solely by Insurers and may change without notice to us.

4.2 By using the Platform to arrange or purchase an Insurance Product, you acknowledge and agree that:

(a) any Policy Documents issued by the Insurer constitute the entire agreement between you and the Insurer regarding coverage; and

(b) you must comply with all terms, conditions, warranties, and obligations set out in the Policy Documents.

4.3 Any cooling-off period, cancellation rights, or refund entitlements relating to an Insurance Product (as the case may be) are governed by:

(a) the applicable Policy Documents;

(b) the Insurer's terms and conditions; and

(c) applicable laws.

We do not make decisions about cooling-off periods or processing refunds from Insurers, though we may assist in facilitating such requests. We may inform you of cooling-off period information which are provided by Insurers, but you must verify this directly in the Policy Documents.

4.4 If the Platform facilitates automatic renewal of Insurance Products at the end of the Policy Period:

(a) we will help inform you of upcoming renewals at least 28 days before the renewal date, where the Insurer has provided such notice to us;

(b) renewal is subject to the Insurer's acceptance and terms;

(c) premiums, terms, and conditions may change at renewal;

(d) you are responsible for reviewing renewal notices and Policy Documents; and

(e) we do not guarantee that any Insurer will offer renewal.

4.5 If you do not wish to renew the Insurance Products, you must notify the Insurer directly before the expiry of the Policy Period. We take no responsibility for notifying the Insurer of your intent not to renew.

5 Disclaimer

5.1 Without limiting any other provision of these terms, you acknowledge and agree that:

(a) **General Advice Warning:** We do not provide personal advice, recommendations, or guidance regarding the suitability of any Insurance Product for your specific circumstances. We only offer the general policies available through the Platform. Any information provided through the Platform is general in nature and does not take into account your objectives, financial situation or needs.

(b) Therefore, before acting on this general advice, you should consider the appropriateness of the advice having regard to your current objectives, personal circumstances, financial situation or needs. You should read the wording of the Policies yourself before committing to an Insurer or product.

(c) **Insurance Product Suitability**: You are solely responsible for:

(i) determining whether any Insurance Product is appropriate, adequate, and suitable for your circumstances, needs, and risk profile;

(ii) reviewing and understanding all Policy Documents, including coverage limits, exclusions, conditions, and terms;

(iii) assessing whether coverage levels, policy limits, and deductibles are adequate; and

(iv) seeking independent professional advice if needed.

(d) **No Liability for Coverage Gaps**: We accept no responsibility or liability for:

(i) any insufficiency, inadequacy, or unsuitability of coverage under any Insurance Product;

(ii) coverage gaps, exclusions, limitations, or conditions in any Policy Document; or

(iii) any Insurer's denial, reduction, or limitation of claims.

(e) **Claims**: We have no involvement in, control over, or responsibility for:

(i) Claims assessment, handling, or payment by Insurers;

(ii) the amount, timing, or manner of Claims settlement;

(iii) disputes between you and any Insurer regarding Claims; or

(iv) any Insurer's denial or rejection of Claims.

(f) **Premium and Payment**: We are not responsible for:

(i) premium calculations, which are determined solely by Insurers;

(ii) premium increases or changes implemented by Insurers;

(iii) any payment processing failures or delays involving Insurers; or

(iv) policy cancellations due to non-payment of premiums to Insurers.

(g) **Automated Processing**: The Platform may use automated processes, algorithms, and technology to match you with Insurance Products. You acknowledge that:

(i) automated matching is based solely on information you provide, or, in the absence of such information, any reasonable assumptions made by us of your circumstances to the best of our abilities;

(ii) automated processes may not identify all available Insurance Products in the market;

(iii) we do not warrant that the Insurance Products presented are the most suitable, cheapest, or best value for your circumstances; and

(iv) you should independently verify whether alternative Insurance Products may be more appropriate.

(h) **Third Party Information**: Information about Insurance Products, Insurers, coverage, terms, and pricing displayed on the Platform is provided by third parties. While we use reasonable efforts to ensure accuracy, we do not guarantee that such information is current, complete, or error-free. You must verify all information directly with the Insurer and review Policy Documents before purchasing.

6 Limitation of liability

6.1 To the extent that any applicable law restricts our right to exclude Warranties, these Terms must be read subject to those provisions and nothing in these Terms is intended to alter or restrict the operation of such provisions. If those statutory provisions apply, then, to the extent that we are entitled to do so, we limit our liability under such provisions to re-performing the service for you.

6.2 To the maximum extent permitted by applicable law and subject to clause 6.4, neither party will have any liability in connection with the Terms for any or any lost revenues, profits, savings, or goodwill, or for any indirect, consequential, special, incidental, or punitive damages.

6.3 Subject to clause 6.4, each party's maximum aggregate liability for damages in connection with the Terms is limited to the value of the premium you have paid to Insurer's via our services in the previous 12 months. You acknowledge that we earn a commission from the premium you have paid, and that this restriction on liability is a fair allocation of risk.

6.4 Nothing in the Terms excludes or limits either party's liability for:

(a) its fraud or fraudulent misrepresentation;

(b) its infringement of the other party's intellectual property rights; or

(c) matters for which liability cannot be excluded or limited under applicable law.

6.5 All subclauses of this clause 6 are cumulative to one another.

7 General

7.1 We are the sole owners or licensees of all intellectual property rights comprised in the Platform and any improvements, updates, or modifications of the Platform, and any customisations and derivative works. Nothing in these Terms is a transfer of any intellectual property rights in or related to the Platform. To the extent that you acquire any such rights, you irrevocably assign such rights to us.

7.2 No concession, latitude or indulgence allowed by us to you may be construed as a waiver or abandonment of any of our rights under the Terms or act as an estoppel against us.

7.3 Notices are taken to be read on the day they are received, unless they are received after 5 PM or not on a Business Day, in which case they are deemed to be received on the next Business Day. Any notice to you will be addressed to the most recent address that we have of you in our records. Any notice to us must be sent to hello@easicover.au.

7.4 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms. We may assign, sublicense, novate or transfer our rights and obligations under these Terms to our related body corporates, or to any bona-fide acquirer of the Platform or our business.

7.5 If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions unless this would materially change the intended effect of these Terms.

7.6 These Terms are governed by the laws of the State and each party submits to the exclusive jurisdiction of the courts of the State and all courts of appeal from there.

7.7 No breach of any provision of these Terms can be waived except with the express written consent of the party not in breach.

7.8 The contents of these Terms constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of these Terms, whether orally or in writing.

7.9 A provision of these Terms that can and is intended to operate after its conclusion will remain in full force and effect despite the termination or expiration of these Terms, including without limitation clauses 6 (Your Conduct), **Error! Reference source not found.**(Intellectual property rights) and 5 (Disclaimer and limitation of liability), this clause and all other indemnities, releases, exclusions of liabilities and disclaimers.

8 Definitions

8.1 In these Terms:

Business Day means a day on which banks are open for business in the State other than on a Saturday or Sunday or a public holiday.

Claims means any claim, notification, request, or demand for payment, coverage, or benefits made by you or on your behalf under or in connection with an Insurance Product, including but not limited to claims for loss, damage, injury, liability, or any other insured event covered by the relevant Policy Documents.

Easicover means Easicover Pty Ltd (ACN 684 264 257) and its related entities

Financial Services Guide means our Financial Services Guide published on the Platform.

Insurance Product means any insurance policy, coverage, product, or contract of insurance arranged or facilitated through the Platform, including but not limited to quotes, policy documents, certificates of insurance, and endorsements.

Insurer means any third party insurance company, insurer, underwriter, or underwriting agency that underwrites, issues, or provides Insurance Products facilitated through the Platform.

Platform means our website and app trading under the Easicover name.

Policy Documents means all documents issued by an Insurer in relation to an Insurance Product, including but not limited to:

(a) insurance policies and policy schedules;

(b) product disclosure statements;

(c) certificates of insurance;

(d) terms and conditions, endorsements and amendments;

(e) renewal notices; and

(f) any other documentation forming part of the contract of insurance.

Policy Period means the period of coverage under a specific Insurance Product as determined by the Insurer.

Privacy Policy means our privacy policy available https://easicover.au/privacy-policy.

State means New South Wales, Australia.

Warranties mean any warranties, conditions, terms, representations, statements and promises of whatever nature, whether express or implied.

We, we, us, our means Easicover Pty Ltd and its related entities or body corporates.

You, you or ***your*** mean you, the corporate entity you represent and any user of this Platform.