

## Terms of Service

This Portal (“Portal”) is owned and operated by XL Insurance Company SE, Australia branch ABN 36 083 570 441 (“AXA XL”), registered office at L28 123 Pitt St, Sydney NSW 2000, Australia. In these Terms of Service (“Terms of Service”), “We”, “Our” and “Us” means AXA XL. “You”, “Your” or “Yourself” means you as agent or insurance broker for and on behalf of a policyholder, or prospective policyholder or insured (“client”).

Please read the following terms of these Terms of Service carefully, as they are a legally binding agreement between AXA XL and you in respect of any information, services or products made available by us to you on or through this Portal.

### **1. Introduction**

- a. All access to and use of this Portal is subject to these Terms of Service. By accessing and using this Portal you agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, you are not permitted to access and use this Portal and you should immediately cease accessing and using this Portal.
- b. If you breach any provision of these Terms of Service then your right to access and use this Portal will immediately cease.
- c. This Portal is intended for use by Australian residents only, aged 18 years and over. You should note that this Portal is frequently updated.
- d. We may amend these Terms of Service at any time and so we recommend that you refer to these Terms of Service each time you use this Portal. The amended Terms of Service will be effective from the date they are posted on this Portal. Your use of this Portal will constitute your acceptance of the amended Terms of Service.

### **2. Protecting your Privacy**

- a. AXA XL is committed to protecting you and your client’s personal information and privacy. For further information on how we handle personal information, please read our Privacy Policy, which is available on our website [www.axaxl.com](http://www.axaxl.com)
- b. By accessing the Portal, you agree that you are authorised to do so on behalf of your client. You agree that you will not obtain a quotation for a client, for whom you are not authorised to act.

### **3. Our Products**

- a. The purpose of this Portal is to provide a convenient and efficient platform for you to apply for, obtain quotations for and purchase insurance products and insurance related services (together “the insurance products”) on behalf of your clients.
- b. The insurance products available for purchase through the Website may vary from time to time. AXA XL will endeavour to make as many products available as possible through the Website for ease of transaction, however makes no warranty as to the availability of the insurance products. Insurance products may be withdrawn at any time, without notice.

- c. AXA XL does not advise on the suitability of the insurance products for your client. It is your responsibility to advise your client of the suitability of the insurance product for their specific needs.

#### 4. **No Financial Advice**

- a. All information on the Portal is of a general nature only and you should not rely on anything in this Portal as a substitute for professional or financial advice that is specific to your client's needs and circumstances.

#### 5. **Permitted Use**

- a. You may only use the Portal if you are, or you are employed by:
  - 1. a licensed insurance broker;
  - 2. the authorised representative or distributor of a licensed insurance broker; or
  - 3. AXA XL.
- b. You must only access the Portal to transact insurance business (ie; quoting and binding insurance) on behalf of your client/s in accordance with the terms and conditions of the relevant insurance product (the "Permitted Purpose").
- c. You are not permitted to do anything that may affect the security of this Portal or any information or material stored within it.
- d. You agree not to:
  - 1. use any automated tool (such as a spider, robot or aggregation tool) to access, copy or extract such information;
  - 2. copy or disclose to any person, any Portal content, other than as expressly permitted by these Terms of Service;
  - 3. 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 any Portal content;
  - 4. use any method or process to consolidate or combine any Portal content with any other content, data, information, images or material;
  - 5. reverse engineer, disassemble or otherwise attempt to construct or identify this Portal's source code, formulas or processes;
  - 6. 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 this Portal;
  - 7. use, obtain or attempt to obtain from this Portal, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems; or
  - 8. publish or otherwise distribute any information received through this Portal, otherwise than for the Permitted Purpose.
- e. You agree that if you provide any information on this Portal, that information will be true, accurate and complete and acknowledge that we will rely on that information for the purposes of providing terms and pricing for an insurance product to your client.



## 6. Registration and Log-in

- a. The registration process for the Portal requires individuals accessing the Portal to request login registration (your “Broker Login Details”). You must keep your Broker Login Details confidential and secure against any improper or unauthorised use. You are responsible for any action or instruction carried out in conjunction with your Broker Login Details and authorise us to act on any instructions that we receive in conjunction with your Broker Login Details.
- b. You may be contacted after you have registered to use the Portal to verify your details, including your bank account details. We are authorised to keep your bank account details on file to be used to return premium when necessary.
- c. You must not share or disclose Broker Login Details to anyone without our prior consent. You accept full responsibility and indemnify AXA XL for any expenses, loss, damage, costs, demands or liabilities arising out of or in connection with any improper or unauthorised use of your Broker Login Details.
- d. If you become aware or suspect that the security of your Broker Login Details has otherwise been compromised, you must notify us and change your password immediately.
- e. We may restrict, suspend, alter or terminate your access to the Portal at any time without cause and without notice to you at our absolute discretion.
- f. You acknowledge that you may be automatically logged out of the Portal where there has been no communication with our systems for a period of time. Any actions that are only partly completed at the time of the log-out may be lost.
- g. - If any employee or contractor with authority to access the Portal on your behalf leaves your employment or has such authority restricted or revoked, you must immediately inform us of such change in circumstances. It is your responsibility to immediately alert AXA XL so appropriate action to restrict or revoke access to the Portal can be taken.
- h. AXA XL takes no responsibility for any access to the Portal or to any of your data within the Portal by any individual referred to in sub clause 6 (g) above

## 7. Confidentiality

- a. You acknowledge and agree that:
  1. only some of your or your client’s policies may be viewable through the Portal;
  2. information about your client’s information accessible through the Portal is confidential and you must treat it as such;
  3. any prices or premium calculations viewable through the Portal will only be used for the Permitted Purpose; and
  4. you will not provide confidential information particular to one client to any other client.

## 8. Intellectual Property

- a. The material on and accessible through this Portal is copyright. The trade marks, service marks and logos (“trademarks”) used in this Portal are registered and unregistered trademarks of AXA XL. You acknowledge and agree that any and all intellectual property rights, title and interest arising in or in relation to the material remains with or vests in AXA XL.
- b. This Portal publishes electronic versions of publications and information. All publications, content, material, intellectual property, information and software provided on and through



this Portal including, but not limited to, product information, policy documentation, quotations, training materials, papers and other material arising from or accessed via this Portal may only be used in accordance with these Terms of Service and for the Permitted Purpose.

## **9. Links to Third Party Sites**

- a. Any links from the Portal to pages on any other website are provided for your convenience only and do not constitute a recommendation or endorsement by AXA XL of the content of those pages. Use of these links is at your own risk. AXA XL is not responsible for any information or material found on those linked pages, or any websites of which they form a part.
- b. You are not authorised to establish a link from a non-AXA XL website or system to the Portal without our prior express written permission.

## **10. Business Procedures**

- a. All business will be transacted through the Portal on an offer and acceptance basis. AXA XL is under no obligation to offer terms for an insurance product or the renewal of a product.
- b. For any quotation provided by AXA XL through the Website, cover can only be bound through the Portal. Requests to bind cover outside of the Portal will not be entertained.
- c. Cover will be bound only by following the instructions set out on the Portal. Any instructions to bind cover outside of the Portal for a quotation issued through the Portal will be void, unless otherwise agreed in writing by us.
- d. You agree that you will, as agent for the client, accept any documents, correspondence or other material issued by AXA XL, and that receipt by you is deemed receipt by the client. You agree that you will promptly forward any documents or other information received from us to your client.
- e. All material supplied by AXA XL to you must not be changed by you without the written consent of AXA XL. Such material remains the property of AXA XL and must be returned to AXA XL or destroyed if or when requested.

## **11. Premium Handling**

- a. You agree that you will collect any premium and remit the premium to AXA XL within 60 days of inception unless explicitly agreed otherwise
- b. Provided that you have received from your client the entire premium payable in respect of the insurance product, you may, before remitting the premium to AXA XL, deduct any brokerage owed to you by AXA XL.
- c. If you charge a fee to your client for your services in arranging the insurance product, any such fee must be shown separately in your account to your client.
- d. If payment of the premium is not received by us within 60 days of the day of inception of cover, AXA XL may cancel the insurance product by giving notice in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).
- e. If a premium refund is payable when an insurance product is varied, cancelled or voided, AXA XL will pay the refund to the client through you and you will have an obligation to pass the refund on to the client.



- f. An invoice will be issued for payment at the time the quotation is bound through the Portal. The invoice will be issued to you, at the email address that you have provided to us. Hardcopies of invoices will not be provided unless specifically requested.
- g. Payment must be made in accordance with the invoice. There is no requirement to issue us with a closing advice.
- h. We agree that we are on risk from the time the policy is bound in the Portal, subject to receipt of the premium. We reserve the right to withhold claims payments until such time as the premium is received by us.

## 12. Jurisdiction

- a. No insurance product is offered, or if sold will be effective, in any jurisdiction in which such offer or sale would be unlawful under the laws of such jurisdiction, a state or territory in Australia or the Commonwealth of Australia.
- b. Some insurance products may not be available in all jurisdictions.
- c. These Terms of Service are governed by the laws in force in the State of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

## 13. Disclaimers

- a. AXA XL will use reasonable endeavours to provide access to the Portal during normal business hours (AEST) on business days in New South Wales (excluding public holidays) and will strive to make the Website available up to 24 hours per day, outside of scheduled system maintenance. However, AXA XL does not give any guarantee or warranty in relation to the availability or accessibility of the Portal.
- b. AXA XL may restrict or suspend access to the Portal by one or more users at any time in its absolute discretion, including for unscheduled maintenance.
- c. Your use of the Portal is at your own risk. To the extent permissible by law, AXA XL excludes all warranties in relation to the information available from the Portal and disclaims all liability arising out of or in consequence of:
  - 1. any computer virus, communications failure, internet access difficulties or malfunction in equipment or software affecting the Website or any information or material available on the Portal
  - 2. any delay in the operation of the Portal or any of the services or information available through it;
  - 3. disruption, unavailability or termination of access to the Portal or any of the services or information available in the Portal; and
  - 4. unauthorised access, by any means or any breach of security, to the Portal.
- d. AXA XL makes no warranty that the use or operation of the Portal or any aspect of the Portal, will be uninterrupted or error-free or that the Portal or any of the services available on the Portal or their functions are suitable for any particular purpose or have any performance, functionality or security features except as required by law.
- e. AXA XL does not endorse the views or recommendations of third parties that may be accessible or referred to on the Portal.

## 14. Indemnity



- a. To the extent permitted by law, you agree to indemnify AXA XL for any liability, demands, proceedings, costs and expenses arising out of:
  1. any breach of these Terms of Service by you;
  2. the negligence, dishonest or unlawful conduct by you, employees or agents; or
  3. the fraudulent, illegal, negligent or unauthorised use or disclosure of your Broker Login Details.

#### 15. Complaints and further information

- a. If you believe you or your client's personal information has been interfered with and wish to make a complaint, please contact our Privacy Officer. The Privacy Officer will investigate your complaint and notify you of the outcome.
- b. If you would like further information on our privacy policy, or if you have any concern about the protection of your personal information, please contact our Privacy Officer at [PrivacyAustralia@axaxl.com](mailto:PrivacyAustralia@axaxl.com).

#### 16. Updates to the Terms of Service

- a. We reserve the right to amend our Terms of Service from time to time to ensure we properly manage and can continue to deliver the Portal to you. Any amended Terms of Service will be posted on the Portal.

#### 17. Definitions

- a. **AXA XL** means XL Insurance Company SE, Australia branch ABN 36 083 570 441.
- b. **Broker Login Details** means your username and password, or any other criteria that enables you to login to the Portal.
- c. **Client** means the policyholder and insureds, for whom you are authorised to represent and for whom you are seeking terms.
- d. **Closing advice** means a document sent by an insurance broker to an underwriter confirming and finalising an insurance cover arranged by the broker for a client.
- e. **Insurance Product** means an insurance policy, including an endorsement to an insurance policy, and/or any associated services, such as risk mitigation services.
- f. **Permitted Purpose** means your legitimate reason for accessing the Website to transact insurance business (i.e. quoting and binding insurance) on behalf of your client/s in accordance with the terms and conditions of the relevant insurance product.
- g. **Portal** means the Portal platform in which you quote and bind a policy
- h. **Premium** means the price of insurance cover for a specified risk for a specified period of time.
- i. **Terms of Service** means the terms and conditions of service set out in this document.
- j. **Trademarks** means a recognisable sign, design, or expression which identifies products or services of a particular source from those of others.
- k. **We, our** and **us** means AXA XL.
- l. **You, your or yourself** means you as agent or insurance broker for and on behalf of a policyholder, or prospective policyholder or insured.

