

Online Terms and Conditions

Suncorp Corporate Services Pty Ltd ABN 69 074 966 466 trading as Suncorp (“**Suncorp**”, “**we**” or “**us**”) is a member of the Suncorp Group. [Click here to read the Suncorp Group Privacy Policy.](#)

In short, these terms and conditions are referred to as Suncorp’s “**Online Terms**”.

Read these Online Terms to understand how Suncorp:

- operates and regulates its online sites including its social media sites;
- operates any online insurance quoting, purchase, policy management and claim management transactions; and
- handles your personal information when you interact with us online (see terms 18 to 24).

1. About Suncorp’s online sites

1.1 Suncorp operates this online site (“**Online Site(s)**”), including our main website Suncorp.com.au (“**Main Site**”).

Please be aware that certain parts of our Main Site may additionally function as a social media site (“**Social Media Site**”). By this we mean that the information and content you submit to a social media section of our Main Site will be freely visible to other website users. Any social media sections of our Main Site will be either clear to you from their design, or we will otherwise inform you of their public nature. Any information or content you supply to our social media site(s) will be treated by Suncorp in accordance with terms 4 and 21, and otherwise in accordance with these Online Terms (as relevant).

1.2 Suncorp may operate an Online Site for its own benefit and/or for the benefit of one or more of its related bodies corporate, which collectively form the Suncorp Group of companies in Australia and New Zealand (“**Suncorp Group**”).

1.3 Our Online Site (including any sub-pages, related transactional domains and pages, or other branded online pages which include an authorised link to an Online Site) may include product advertising, services, information, text, graphics, materials, social media forums, applications, functions and promotions, unless disclaimed otherwise or where not permitted by law or by an online host site’s rules (“**Site Content**”). Your use of any of our Online Sites, including any Site Content, is governed by these Online Terms.

1.4 In addition to these Online Terms, other terms of use or conditions may apply to your use of any of our Online Sites (or parts thereof) or to any products or services offered via our Online Sites. If such additional terms of use or conditions apply, we will bring them to your attention and you will be bound by them. For example, should you decide to participate in a promotion that is advertised or otherwise featured on our Online Site, you will be additionally bound by the relevant terms and conditions for entry into that promotion. Should any term within these Online Terms conflict with a promotion’s terms and conditions, the latter will prevail to the extent of the conflict.

1.5 Suncorp owns and operates the Main Site. The Main Site include all web pages under or forming part of the domain name Suncorp.com.au.

1.6 As part your use of our Online Site or Site Content you may need to agree to the terms of use of a website or application that is owned and/or hosted by one or more third party providers. If any term within these Online Terms should conflict with any third party’s terms of

use, the later will prevail to the extent of the conflict insofar as your use or access to that third party site or third party application is concerned.

1.7 As Suncorp's Online Site develops and as technology evolves, Suncorp will continue to strive to provide you with better online services. Suncorp encourages you to review these Online Terms as they will be updated from time to time.

2. Links to third party websites or applications

2.1 An Online Site may contain links to other websites (including other social media websites) or applications which are owned or operated by third parties independent of Suncorp ("**Third Party Sites**"). Suncorp does not sponsor, endorse or approve of the operators of Third Party Sites, or material (including services, information, graphics, or data) which is located on such Third Party Sites ("**Third Party Material**").

2.2 An Online Site may contain or link to information about special offers, deals or promotions by persons not related to or part of Suncorp ("**Third Party Offers**"). Suncorp does not sponsor, endorse or approve of any Third Party Offers or Third Party Material associated with these offers.

2.3 Subject to any applicable law which cannot be excluded, Suncorp make no warranties or representations:

2.3.1 regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Third Party Sites; or

2.3.2 that Third Party Material does not infringe the intellectual property rights of any person.

2.4 Suncorp is not authorising the reproduction of Third Party Material by linking Site Content to Third Party Material.

2.5 When following a link on an Online Site, material at a Third Party Site may be displayed in your browser framed by Site Content. This material is also Third Party Material for the purpose of these Online Terms.

2.6 As part your use of our Online Sites or Site Content you may need to agree to the terms of a Third Party Site. If any term within these Online Terms should conflict with any third party's terms of use, the latter will prevail to the extent of the conflict insofar as your use or access to that Third Party Site is concerned.

3. Your privacy

Your privacy and security is important to Suncorp. Read terms 18 to 24 for information (the 'Privacy Statement' component) about how Suncorp handles the information you provide it when you use one of our Online Sites.

4. Social media content you submit to our Social Media Sites

4.1 When a user of any of our Social Media Sites ("**Social Media Site User**") submits any personal information or materials via a Social Media Site including text, comments, recordings, images or otherwise ("**Social Media Site User Content**"), the Social Media Site User, unless Suncorp advises otherwise, licenses and grants Suncorp, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Social Media Site User Content for any purpose in any media (including but not limited to, company brochures and other marketing and/or advertising material), without compensation, restriction on use, attribution or liability.

4.2 Users agree that they are fully responsible for the Social Media Site User Content they submit. Suncorp shall not be liable in any way for such Social Media Site User Content to the full extent permitted by law and shall not be deemed or considered to in any way authorise, endorse, approve or support any material submitted by any Social Media Site User. Suncorp may screen and/or remove and/or request that the third party operator of any social media site or website remove any Social Media Site User Content without notice for any reason whatsoever. Social Media Site Users warrant and agree that: (a) they will not submit any Social Media Site User Content that is unlawful, fraudulent, or which may breach any intellectual property rights, privacy, publicity or other right, or is unreasonably commercial (for example, a 'guerrilla marketing' attempt), defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, misleading or deceptive, or otherwise unsuitable for publication; (b) they will obtain prior consent to the submission of their Social Media Site User Content from all persons who appear in (for example, in photographs) or have any rights in relation to any property that appears in or forms part of their Social Media Site User Content; (c) their Social Media Site User Content will be their own original work and, to the extent that any rights in that work (including copyright) are not owned by the Social Media Site User, they will obtain full prior consent from any person who has jointly created or has any rights in the Social Media Site User Content, to the uses and terms herein; (d) their Social Media Site User Content shall not contain viruses or cause injury or harm to any person or entity or device; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer, mobile communications device or any other communication systems.

4.3 Without limiting any other terms herein, the Social Media Site User agrees to indemnify Suncorp (and any of its related bodies corporate) for any loss or expense Suncorp and/or any of its related bodies corporate may suffer in relation to any breach of the above terms.

4.4 Social Media Site Users consent to any use of their Social Media Site User Content in accordance with term 4 which may otherwise infringe their moral rights pursuant to the Copyright Act 1968, including Suncorp or its affiliates and sub-licensees using and reproducing that Social Media Site User Content without attributing it to the Social Media Site User, or making modifications or adaptations to the Social Media Site User Content for the purpose of reproducing, publishing or displaying that modified or adapted content in another media. Social Media Site Users warrant and agree that they will, prior to its submission, obtain an equivalent consent from each other person who has created the Social Media Site User Content. The Social Media Site User agrees to indemnify Suncorp (and any of its related bodies corporate) against all costs and claims by third parties arising from a breach of this warranty.

5. Warranties

Whilst reasonable steps have been undertaken to ensure that information is free from error, to the extent permitted by law, which law cannot be excluded, Suncorp does not warrant the accuracy, adequacy or completeness of Site Content or any Online Site User Content or any Social Media Site User Content, on any of its Online Sites. All information is subject to change without notice. Suncorp does not guarantee that any Online Site or any Third Party Site will be free from viruses, or that access to any Online Site or Third Party Site will function as intended or be uninterrupted. All terms implied by law, except those that cannot be lawfully excluded, are excluded.

6. Limitation of liability

Subject to any responsibilities implied by law and which cannot be excluded, Suncorp, and its directors, employees, agents, contractors and related bodies corporate, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Site Content, Online Site User Content, Social Media Site User Content, Third Party Material, third party services, or to access (or lack of access) to an Online Site (or website operated by any member of the Suncorp Group) by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

7. Indemnity

You indemnify Suncorp (and any of its related bodies corporate) in respect of any liability incurred by Suncorp (or any of its related bodies corporate) for any loss, cost, damage or expense, howsoever caused, suffered by Suncorp (or any of its related bodies corporate) as a result of your breach of these Online Terms or your use of any of our Online Sites.

8. No advice

No Online Site purports to provide you with product advice of any kind. The information available via an Online Site does not take account of your particular circumstances or requirements. Suncorp suggests that you seek independent advice before acting upon any Site Content or any information found on a Third Party Site.

9. Availability of an Online Site

9.1 Since electronic services are subject to interruption or breakdown, access to an Online Site is offered on an “as is” and “as available” basis only.

9.2 Suncorp may impose limits or restrictions on the use you may make of an Online Site. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Online Terms, Suncorp may withdraw an Online Site (of part thereof) at any time and without notice to you.

9.3 Any cost associated with accessing an Online Site is the user’s responsibility and is dependent on the internet or telecommunications service provider used.

10. Restrictions on use of an Online Site

The Site Content contained on any Online Site is provided solely for bona fide customers only. By accessing, viewing or otherwise using any of Suncorp’s Online Sites, you agree to abide by the terms and conditions of use contained in this term and term 11.

You agree that you will not, (either yourself or through any third party):

(a) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("**Automated Process**") to process, monitor, copy or extract any web pages on any of our Online Sites, or any of the information, content or data contained within or accessible through any of our Online Sites, without Suncorp’s prior written permission;

(b) use any Automated Process to aggregate or combine information, content or data contained within or accessible through any of our Online Sites with information, content or data accessible via or sourced from any third party;

(c) use any information on or accessed through any of our Online Sites for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;

(d) use any device, software, process or routine to interfere or attempt to interfere with the proper working of any of our Online Sites or any transaction or process being conducted on or through it;

(e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to any of our Online Sites;

(f) reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with any of our Online Sites; or

(g) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from any of our Online Sites without Suncorp's prior written permission.

11. Third party providers

Parts of our Online Sites, or the provision of payment processing or other services offered via our Online Sites, may be outsourced to third party providers. These Online Terms apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.

12. Copyright and trademarks

12.1 Copyright in the Material on an Online Site is owned or licensed by Suncorp.

12.2 Except where necessary for and incidental to viewing or using the Site Content on an Online Site via your web-enabled browser (whether on a personal computer or on a portable electronic device), or as permitted under the Copyright Act 1968 or other applicable laws, no Site Content on an Online Site may be reproduced, stored (for any period of time) in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in public or transmitted in any form by any process whatsoever without the specific written consent of Suncorp.

12.3 Third party trademarks are trademarks of the respective third parties.

13. Termination

13.1 Termination of these Online Terms

Unless otherwise stated in this term 13, these Online Terms and/or your access to our Online Site(s) may be terminated at any time by Suncorp. You may terminate your use of our Online Sites at any time. However, all restrictions, licences granted by you, and all disclaimers and exclusions of and limitations on liability of Suncorp, will survive any termination. Upon termination you must not directly or indirectly access or use the relevant Online Site(s) or any Site Content on the relevant Online Site(s).

13.2 Prohibition on access post termination

Upon termination of these Online Terms and your right to access to our Online Site(s), you must not directly or indirectly access or use any part of our Online Site(s) or any Site Content.

14. Acceptance of and changes to these Online Terms

14.1 You acknowledge and accept that your use of an Online Site indicates your acceptance of these Online Terms.

14.2 These are the current Online Terms. They replace any other terms of use and privacy statement for an Online Site published on any of our Online Sites. Suncorp may at any time vary these Online Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of an Online Site, by publishing the varied Online Terms on an Online Site. Suncorp does not have to indicate on an Online Site that these Online Terms have changed, neither Suncorp under any obligation to specifically contact or notify you of any variation to these Online Terms. You accept that Suncorp has provided you with sufficient notice of the variation by making available the current version of the Online Terms on the Online Site you use. By your use of an Online Site after any variation, you are taken to have accepted the new Online Terms.

15. Suncorp's complaints resolution process

15.1 If you are dissatisfied with your dealings with Suncorp in relation to your use of an Online Site please let us know by emailing us at customer.relations@suncorp.com.au.

15.2 We will review your email and contact you with a reply or to ask you for further information, if it's required.

16. General

16.1 An Online Site may be viewed and interacted with by anyone in the world, however age limits may apply to certain Site Content, promotions or offers.

16.2 The law applicable to an Online Site (including Suncorp's operation of any Social Media Site), and to any complaints arising from an Online Site is the law of the State of Queensland, Australia. By using any of our Online Sites you irrevocably submit to the jurisdiction of the courts of the State of Queensland, Australia, unless the complaint relates to an insurance contract in which case relevant state or federal law will apply. By using any of our Online Sites, and except for an insurance contract dispute, you irrevocably submit to the jurisdiction of the courts of the State of Queensland, Australia, and appeal therefrom.

16.3 Should any term or part of these Online Terms be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.

16.4 You may not rely on the words or conduct of Suncorp as a waiver of any right unless the waiver is in writing. In this term "conduct" includes delay in the exercise of any right. "Right" means any right of Suncorp arising under or in connection with these Online Terms or otherwise, and includes the right to rely on this term. "Waiver" includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

17. Linking to any of our Online Sites

Unauthorised linking to any part of an Online Site (including any part of a Social Media Site or website operated by a related body corporate that is part of the Suncorp Group) is expressly prohibited. Please contact us if you would like to link to any part of our Online Site(s). Only written permission from us will constitute authorisation of a link.

18. Our Online Privacy Statement starts here

18.1 By using an Online Site you accept that any personal information Suncorp collects about you will be handled according to terms 18 to 24 of these Online Terms as well as:

- [Suncorp Group Privacy Policy](#)
- where you acquire a product or service from us or we collect your personal information, any relevant Privacy Statement which we provide you. Our privacy statements can be found [here](#).

18.2 In addition to these Online Terms there may also be additional privacy provisions that apply to your use of an Online Site or as a result of your membership (or your application for membership) of a third party social media website that hosts a Suncorp Social Media Site. Should you decide to register for or participate in a promotion or other activity, or purchase a product or service from us, you will be bound by the relevant terms of that promotion, activity, product or service.

19. Your online privacy

19.1 Notwithstanding any other term in these Online Terms, you agree and freely acknowledge that when you submit comments, recordings, images or other personal content, for public display on an Online Site, that content may be available for anyone in the world to read and/or view and/or comment on and potentially download. See terms 4 and 21 for further information about the public display of your content.

19.2 Suncorp's Main Site use the services of the firm Site Catalyst to monitor website use. Site Catalyst does not collect any personal information while you use our site(s) and the reports it provides to Suncorp are of aggregated information only. These reports help Suncorp to maintain, administer and improve these sites.

20. Posting public content

20.1 Unless otherwise stated, when you post a public comment or upload other public data to an Online Site, that information may be displayed by Suncorp publicly in accordance with terms 4, 20 and 21. Your information may also be retained by Suncorp where there is a legal reason to retain it for a longer period.

21. Information collected and how we use it

21.1 General Information

21.1.1 The information we will collect about you will depend on how you use an Online Site.

21.1.2 If you use an Online Site to read, browse or download information, our computer system may record information such as the date and time of your visit, the pages accessed and any information downloaded. This information may be used for statistical, reporting, site/application administration and maintenance purposes only.

21.1.3 An Online Site may offer interactive facilities including tools, games and other online features. If you use any interactive facilities, we may, but generally do not, capture any personal information which you may enter when using these tools.

21.2 Personal information submitted to an Online Site

21.2.1 When you as a user of an Online Site ("Online Site User"), including any Social Media Site User referred to in term 4 above, submits any personal information via an Online Site, whether in the form of text, comments, recordings, images or otherwise

("Online Site User Content") (for the avoidance of doubt, Online Site User Content includes Social Media Site User Content, as far as is relevant in the circumstances), you consent to that personal information being collected by Suncorp and used and disclosed for any purpose permitted by these Online Terms, and otherwise as permitted by relevant privacy laws in Australia.

21.2.2 You agree to obtain the prior consent of any other person whose personal information (whether in the form of words, images, recordings or otherwise) you submit to us via an Online Site, including any Social Media Site. We will collect this information from you in good faith and take reasonable precautions to ensure it is handled in accordance with relevant Australian privacy laws. If you are not sure whether the other person would agree with you providing their personal information to us, please exercise caution and do not provide it to us.

21.2.3 If you are using our Online Site and decide to obtain a quote or acquire a product or service, as a potential customer or customer we collect, hold, use and disclose your personal information. We have Privacy Statements that detail the information you need to know about our privacy practices when you have a relationship with us as a customer or potential customer. You will be directed to these during the quote and/or application process. Our Privacy Statements include the purposes of collection, the consequences if you do not provide your personal information, the types of persons to whom we usually disclose your personal information, details about our Privacy Policy, your access and correction rights and how to complain as well as whether we are likely to disclose your personal information overseas and to which countries. The specific information for your product or service is detailed in the relevant Privacy Statement. You should review the relevant Privacy Statement for you prior to providing us with your personal information. Please go to [here](#).

21.2.4 We also collect, hold, use and disclose personal information about individuals when they interact with us in a range of other ways. These may be individuals who are not customers or they may be customers who are interacting with us in a different way. You may be one of these people. For example, you may: interact with us via a Social Media Site; make an online enquiry; be a witness in a customer's claim; or be a claimant on another customer policy. We have Privacy Statements that detail the information you need to know about our privacy practices and how we may deal with your personal information when you interact with us in these other ways. Our Privacy Statements include the purposes of collection, the consequences if you do not provide your personal information, the types of persons to whom we usually disclose your personal information, details about our Privacy Policy, your access and correction rights and how to complain as well as whether we are likely to disclose your personal information overseas and to which countries. You should review the relevant Privacy Statement for you prior to providing us with your personal information. To view the relevant privacy statement for your dealing or interaction with us please go to [here](#).

21.2.5 In the case of personal information which is provided to Suncorp for public display by a Social Media Site, Suncorp may display that information to other Online Site Users or otherwise display the Online Site User Content for any purpose in any media (including, but not limited to, commercial brochures and/or other advertising material). See also term 4 for what other uses and/or disclosures Suncorp may make of a Social Media Site User's personal information and what limits it imposes.

21.2.6 Suncorp may collect personal information belonging to an Online Site User, such as their name, email address or social media site alias, in order to provide them with the interaction or outcome they have requested. This may require Suncorp to disclose an Online Site User's personal information to one or more third parties, including but not limited to agents or external service providers.

21.2.7 If you are using an Online Site such that you are submitting your personal information, you should also first read and understand any separate privacy policy or policies that may apply to your use of any social media website that hosts our Online Site or is connected to any special function or promotion that you are entering. Suncorp is not responsible to you for the information handling practices of any such third party, including any host website or service provider.

21.2.8 If you decide to enter a promotion that is made available or otherwise advertised on an Online Site you will need to agree to that promotion's separate terms and conditions, which will be drawn to your attention as part of the entry process.

21.2.9 Where practical we will collect your personal information directly from you.

22. Third Party Sites (including third party social media sites)

22.1 Our Online Sites may contain links to Third Party Sites (see term 2.1). Third Party Sites should contain their own privacy statements and those third parties are responsible for informing you about their security and privacy practices.

23. Your privacy rights and complaint resolution

23.1 If Suncorp has collected your personal information through your use of an Online Site, then you have a right to access, update or correct that personal information. You also have the right to make a complaint about your privacy. Click [here](#) to find out the contact points should you have an information access or correction request or privacy concern relating to your use of an Online Site.

23.2 We will review your correspondence or request and contact you with a reply or to ask you for further information, if it's required. We respect your legal right to access and correct your personal information and will respond to your request within a reasonable time. We will ordinarily not charge you a fee to access your personal information, however in some circumstances we may elect to charge you a reasonable fee for access, as permitted by law.

24. Cookies

24.1 Our Online Sites may use "cookies" as a fundamental part of their interaction with your internet browser. Cookies enable Suncorp to provide you with a superior, customer-oriented service. A "cookie" is a small text file placed on your computer by our web server. A cookie can later be retrieved by Suncorp's website servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation of your computer or mobile device in any way.

24.2 Cookies may also be used to collect and use information for a range of purposes, including; to maintain and improve the operation of internet sites across the Suncorp Group; to track user preferences and product requirements to customise Suncorp Group internet sites, and improve advertising relevance. We may also have an arrangement with third parties who may use our cookies to improve our advertising relevance to you on their sites.

24.3 Third Party Sites such as social media sites which host our Social Media Sites may also use cookies. You should refer to their respective terms or use and privacy policies for details.

These Online Terms are dated 28 June 2016.