

Terms and Conditions

QBE Broker Xchange terms and conditions



General Terms and Conditions of Use

Agreement to Terms

1. These Terms apply to your use of the Broker Xchange Website (BX) provided by QBE Insurance (Australia) Limited (QBE). By accessing and using BX, you agree to these Terms. If you do not agree to these Terms, you are not authorised to access and use BX, and must immediately stop doing so.
2. QBE may change these Terms at any time by updating them on BX. You are responsible for ensuring that you are familiar with the latest Terms.

User Obligations

3. If you are given a Username, you must:
 - 3.1. keep it and any associated password secure
 - 3.2. not disclose it or permit any other person to use it
 - 3.3. immediately notify us if you become aware of any disclosure or unauthorised use.
4. You must provide true, current and complete information in your dealings with us, including when setting up an account, and must promptly update that information as required to maintain currency.
5. You must not act in a way, or access or use BX in a manner, that compromises or may compromise BX or any network, system, software or data that underlies BX.
6. You agree to indemnify QBE against all loss suffered or incurred as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses BX by using your Username.
7. You must comply with all applicable laws, including but not limited to the Financial Markets Conduct Act 2013, and must ensure that you hold all relevant licences, authorisations, and/or registrations as required.
8. You must not enter inaccurate, untrue, incorrect, or misleading information on BX.

Liability

9. You access and use BX at your own risk.
10. To the maximum extent permitted by law, QBE has no liability or responsibility to you or any other person for any loss arising from:
 - 10.1. your access and/or use of (or inability to access or use) BX
 - 10.2. BX being unavailable (in whole or in part) or performing slowly
 - 10.3. any error or omission in information made available through BX
 - 10.4. any exposure to viruses or other interference which may damage your computer system or expose you to fraud.

Privacy

11. If you provide personal information to us, we will use that information only for the purpose for which it was obtained, and in compliance with the Privacy Act 2020. We may disclose personal information to any person authorised by you, to our related bodies corporate, to our trusted service providers, or where required by law. You have rights of access to and correction of your personal information. For further information, see our Privacy Policy at www.qbe.com/nz/about-qbe/privacy-and-your-personal-information.
12. We may collect technical information whenever you log on to BX, through the use of cookies and other means. This may include information about the way users arrive at, browse through and interact with BX. If you want to disable cookies, you may do so by changing the settings on your browser. However, if you do so, you may not be able to use all of the functions on BX. We use the technical information we collect to better understand the way people use BX, to improve the way it works, and to make it more useful to your particular needs.

Intellectual Property

13. QBE owns all proprietary and intellectual property rights in BX, including all information, data, text, graphics, artwork, and logos. No part of BX may be copied, reproduced, or adapted for any purposes without QBE's written consent.

Suspension and Termination

14. Without prejudice to any other right or remedy available, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately and without notice suspend or terminate your access to BX (or any part of it).

General

15. These Terms, and any dispute relating to them or BX, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or BX.
16. If we need to contact you, we may do so by email or by posting a notice on BX. You agree that this satisfies all legal requirements in relation to written communications.
17. While every effort is taken to ensure the accuracy of information on BX, QBE makes no representation or warranty of accuracy, reliability or fitness for purpose of any such information or the contents of BX.
18. If any part of provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of the Terms will be binding on you.
19. For QBE to waive a right under these Terms, the waiver must be in writing.

If you have any questions, concerns or complaints about BX, please contact us at brokerxchange@qbe.com.