POLICYCHECK

Terms & conditions

1. Agreeing to these terms

These Terms of Use ("Terms") form a legally binding agreement between you ("you", "your", the user) and PolicyCheck Ltd, a company incorporated in New Zealand (NZBN 9429052521720) ("PolicyCheck", "we", "us", "our").

By accessing or using the PolicyCheck website, platform, or mobile application (collectively, the "Platform"), you agree to be bound by these Terms and all applicable laws and regulations. Please read these Terms carefully before using the Platform. If you do not agree to these Terms, you must not access or use the Platform.

When using PolicyCheck, you should also be aware of any other terms, such as agreements with your insurers and broker groups. We are not responsible for any products or services provided by other providers.

2. Changes to these terms

We may update these Terms from time to time. Any changes will be effective immediately upon posting on our website unless otherwise specified. We will endeavour to notify users of material changes, but it is your responsibility to review these Terms periodically. Continued use of the Platform after changes have been posted constitutes your acceptance of the revised Terms.

3. What does PolicyCheck do?

PolicyCheck is not a licensed financial adviser and does not provide personalised financial, legal, or insurance advice. Any information provided through the Platform is general in nature and is intended for professional users (such as licensed brokers) to support their own assessments.

PolicyCheck provides software tools that assist insurance professionals — including brokers, advisers, and managing agents — in reviewing, structuring, comparing, and managing insurance information. We offer an impartial and independent decision-support service, not endorsing or providing financial advice on any products or services.

Any reliance on the Platform's outputs is at your own risk. You agree that you are solely responsible for interpreting and applying the information provided by the Platform in the context of your own professional obligations and legal duties to your clients.

This Platform is designed to be used for comparison and research purposes only. We are not responsible for any products or services provided by your insurer or other providers. PolicyCheck is not authorised to bind any third-party provider or guarantee that any third-party provider will offer any product to you. Accordingly, nothing on this Platform should be construed as an offer by us or any third-party provider to:

- sell any product to you; or
- enter into any contract with you.

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By submitting, uploading, or transmitting any data, materials, or content to the Platform, you grant PolicyCheck a non-exclusive, royalty-free, worldwide licence to use, reproduce, modify, and analyse such content solely for the purpose of delivering and improving our services. You confirm you have all necessary rights and consents to provide this content and that it does not infringe the rights of any third party. For personal data, we handle all information in accordance with our privacy policy.

4. Platform Content

Content relating to third-party insurance products may be outdated or inaccurate due to changes made by the providers. We are not responsible for the accuracy of third-party content and recommend verifying any product or pricing information directly with the provider. It is crucial to verify any details with the product or service provider directly. We encourage users to conduct thorough research and seek independent advice before making any decisions based on the content found on our Platform.

5. Deleting your account

Upon receiving your request, we will delete your account and associated data from active systems, subject to any legal obligations requiring data retention (e.g., regulatory compliance or recordkeeping laws). Please note that deleted data may not be recoverable and may persist in secure backups for a limited period in accordance with our privacy policy.

Where we act as a processor of client data, we will return or securely delete that data on request within the timeframes agreed with the relevant client.

6. Confidentiality

Each party agrees to keep confidential any non-public information received from the other in connection with the use of the Platform, unless required to disclose such information by law. This obligation survives termination of these Terms.

7. Security

We take commercially reasonable measures to safeguard the security of the Platform, consistent with our Information Security Policy. However, no method of transmission over the internet or method of electronic storage is completely secure. You acknowledge and accept these risks when using the Platform.

8. Prohibited use

You must not use PolicyCheck in any illegal manner or in violation of any applicable laws or regulation, or in breach of these terms. Any prohibited usage may result in the suspension or termination of your PolicyCheck account.

Prohibited use includes, but is not limited to: reverse engineering the Platform, data scraping, interfering with system integrity or security, uploading malicious code, or using the Platform in a

way that infringes third-party rights or applicable law. We reserve the right to suspend or terminate access without prior notice in cases of actual or suspected misconduct or risk to the integrity of the Platform.

9. Suspension

We can suspend your account or access to PolicyCheck at our sole discretion. If we terminate these terms or suspend your access to PolicyCheck, you won't be able to access PolicyCheck. Suspension is only from services provided by PolicyCheck.

10. Our liability

Nothing in these Terms excludes or limits our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, and for any other liability that cannot be excluded or limited under applicable law.

To the fullest extent permitted by law, we disclaim all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. The Platform is provided on an “as is” and “as available” basis.

We shall not be liable for any:

- Loss of profits, revenue, business, or data;
- Indirect, special, incidental, exemplary, or consequential damages;
- Reliance placed on any information provided through the Platform;
- Failures of the Platform caused by events beyond our reasonable control.

Nothing in these Terms excludes or limits any rights or remedies that cannot lawfully be excluded or limited under applicable law. PolicyCheck will not be liable for:

- Any reliance on, use of, or inability to use the Platform or its content;
- Any deletion of, or failure to store or transmit, your data or information, whether this occurs with or without notice;
- Loss of your content or communications due to delays, non-deliveries, service interruptions, or the failure, suspension, or withdrawal of all or part of the Platform;
- The removal of any of your communications or content posted on the Platform;
- Circumstances outside of our reasonable control;
- Loss or damage not directly caused by us or unforeseeable at the time of entering into the agreement with you.

11. Making a complaint

You can make a complaint by contacting us at support@policycheck.co. If your complaint relates to data protection, you may also contact the relevant supervisory authority — in the United Kingdom, the Information Commissioner's Office (ICO); in New Zealand, the Office of the Privacy Commissioner (OPC); or in Australia, the Office of the Australian Information Commissioner (OAIC).

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12. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of New Zealand. You irrevocably submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute arising under or in connection with these Terms.

13. Contact Us

For any questions or concerns about these terms, please contact us via our website or at support@policycheck.co.nz. We are committed to providing a responsive and helpful service.

This policy is effective as of May 2024.
Document version 1.14
Last updated on June 3rd 2026