

It is important that you read the terms and conditions listed below from BizCover Limited (BizCover/we/us/our).

### Duty of Disclosure Notice

Before you enter into an insurance contract you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect its decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk it insures you for;
- is of common knowledge;
- it knows or should know as an insurer; or
- it waives your duty to tell it about.

### If you do not tell the insurer something

If you do not tell the insurer anything you are required to, it may cancel your contract or reduce the amount it will pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, it may refuse to pay a claim and treat the contract as if it never existed.

### Agency Notice

BizCover is owned by BizCover Pty Ltd. In effecting this insurance BizCover will be acting under an authority given to it by the insurer and BizCover will be effecting the contract as agent of the insurer and not the insured except where specified otherwise.

### Information Warning

We do not recommend an insurance policy for you, or provide any financial advice to you, we only provide general information on policies available from the insurers on our website.

The information provided to you has been prepared without considering your personal circumstances, financial situation or needs. Therefore, before acting on any information provided, you should consider the appropriateness of the information having regard to your personal circumstances, financial situation or needs. If the information provided relates to the acquisition or possible acquisition of a new insurance policy you should read the insurer's policy documents and policy wording (available on our website) and determine whether you wish to obtain financial advice before making any decision about whether to acquire the policy, which is a financial product.

### Renewing the Policy

We will send you notification of whether the insurer is prepared to negotiate to renew the policy and if so, on what terms, at least 21 days before the expiry date of your policy.

Unless we require a new proposal or declaration from you to determine your premium or decide to offer renewal (we will tell you by email if this is the case), the renewal notice will show the premium for the new period of insurance and may also include notice of any changes to the terms of your policy.

Unless we require a new proposal or declaration from you, if you wish to take up this renewal offer and you are happy the information is accurate and you have no disclosure to make to insurers under your duty of disclosure, you will not have to do anything and **if we do not hear from you 7 days before the expiry of your current period of insurance we will automatically deduct / charge the renewal premium from your account / credit or debit card.** If you do not wish to take up the renewal offer **you must contact us** before we deduct this payment which will be within the week before your policy expires. When you receive a renewal offer, you must tell us before expiry if the information contained in it is incorrect or incomplete and make such additional disclosure to us as is required under the Duty of Disclosure. We will then consider the additional information and whether we can offer renewal terms or what other terms we are able to arrange for renewal.

If we are not able to automatically renew your policy we will send you an email notification for you to either complete your renewal online or to contact us. Please ensure you keep us updated of any change to your email address.

### Commission and Fees

For each insurance product, the insurer will charge you a premium. We receive from the insurer a commission that is a percentage of this premium, which may vary between 0% and 30%.

We also charge per policy a platform fee of \$20 to \$150 (exc GST) for administering the policies we arrange. This fee relates to the delivery of the service from BizCover to you including but not limited to the provision and maintenance of the technology platform and the services provided by BizCover's consulting and administrative personnel. It is calculated based on factors including the work involved, the nature of your business and the product selected.

If you elect to pay your premium by monthly instalments, we will also charge you an instalment administration charge of \$8 (exc GST) per month.

If you pay by credit or debit card we may charge you a card (including arrangement & handling) fee. This fee covers the cost of bank charges etc. associated with such facilities.

All fees payable for services will be advised to you separately from your premium on the invoices we provide. If you pay your premium by direct debit or credit/debit card, please refer to EziDebit authority at the end of this document.

## BizCover Remuneration Rights on Policy Cancellation

On cancellation of any insurance policy effected through BizCover, unless the cancellation takes place within any applicable cooling off period, **you agree that the commission and any fees paid to BizCover are non-refundable to you** and may be deducted by BizCover from any refund otherwise payable by the insurer to you on cancellation of the policy, irrespective of any terms to the contrary in the policy.

## Privacy Notice

In this Privacy Notice "we", "our" and "us" means BizCover Limited, its representatives, related companies, and third parties who provide services to us or on its behalf.

By personal information we mean any information about an identifiable individual. BizCover subscribes to the twelve Privacy Principles deriving from the Privacy Act, 1993. For further information see the Privacy Act.

We generally collect personal information from you or through service providers that act for us. However, there may be occasions when we collect it from someone else where they hold relevant information.

We will use your personal information for the purposes for which it was collected (which is usually to arrange a quote for insurance or an insurance policy for you; assist you with any claims you may make; or to contact you), other related purposes and for the other purposes outlined in our Privacy Policy.

You may choose not to give us your personal information, but this may affect our ability to provide you with a product or service, including arranging a quote for insurance or an insurance policy for you, communicate with you or respond to your enquiries.

We may disclose your personal information to insurers, our service providers and other parties as detailed in our Privacy Policy.

For more details on what personal information we collect, how we collect it and from whom, and how we hold, use and disclose your personal information please refer to our Privacy Policy. The Privacy Policy also provides information about how you can access your personal information, seek correction of it and complain about a breach of privacy law and how we will deal with such a complaint.

You can access our Privacy Policy at [www.bizcover.co.nz/privacy](http://www.bizcover.co.nz/privacy) or you can contact us and request a copy be sent to you.

### By mail:

Privacy Officer  
BizCover Pty Ltd  
Level 4, The Ferry Building  
99 Quay Street, Auckland, 1010

### By email:

[support@bizcover.co.nz](mailto:support@bizcover.co.nz)

## Dispute Resolution

We have complaint handling and internal dispute resolution procedures in place, this service is available to you free of charge. Clients who are not satisfied with our services may contact our Dispute Resolution Officer to discuss any concerns they have. We will respond to your complaint within five (5) working days and if you are not satisfied with our response and request us to do so, we will treat your complaint as a dispute. The matter will then be referred to our internal dispute resolution team and they will endeavour to provide a final decision to you within thirty (30) calendar days from when you first raised your complaint. If you are still not happy with the outcome or with the way we are handling your complaint, you may be able to have your matter considered by the Financial Services Complaints Limited.

BizCover is a member of Financial Services Complaints Limited.

Further information is available from our office or [online](#).

### **Direct Debit Authority**

I/We authorise you until further notice to debit my/our account with all amounts which EZIDEBIT (NZ) LIMITED (Ezidebit), the registered initiator of Authorisation Code 0227418, may initiate by Direct Debit. I/We acknowledge and accept that my/our bank/financial institution accepts this authority upon the conditions listed in the Direct Debit Service Agreement. I/We confirm that I/we can operate and have sole authority for the nominated account.

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for BizCover and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for BizCover pursuant to the Direct Debit Service Agreement) and has no express or implied liability in regards to the goods and services provided by the BizCover or the terms and conditions of any agreement that I/we have with BizCover.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with BizCover and the terms of the Direct Debit Service Agreement.

I/We acknowledge that bank/financial institution account and/or credit card details have been verified by me/us against a recent bank/financial institution statement to ensure accuracy of the details provided and I/we will contact my/our bank/financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date for payment to enable the direct debit to be honoured. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the bank/financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its bank/financial institution.

I/We acknowledge that there may be a delay in processing the debit if:- there is a public or bank holiday on the day of the debit, or any day after the debit date; a payment request is received by Ezidebit on a day that is not a banking business day in New Zealand; a payment request is received after normal Ezidebit cut off times, being 5:00pm New Zealand time, Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and BizCover as provided for within my/our agreement with BizCover. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from BizCover of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Service Agreement including varying any of the terms of the debit arrangements between us.

I/We acknowledge that I/we will contact BizCover if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to BizCover.

I/We acknowledge that any disputed debit payments will be directed to BizCover and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our bank/financial institution for the purpose of seeking to engage it to make a determination.

I/We acknowledge that if a debit is returned by my/our bank/financial institution as unpaid, a failed payment fee is payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our bank/financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by BizCover.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Service Agreement and may be payable to Ezidebit and subject to my/our agreement with BizCover agree to pay those fees and charges to Ezidebit.

## **Credit Card Payments**

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to BizCover as Ezidebit is acting only as a Direct Debit Agent for BizCover. I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their bank/financial institution against Ezidebit.

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to BizCover and contained in the Direct Debit Service Agreement). I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy. Other than as provided in this Agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the bank/financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection, or as otherwise required or permitted by law. Further information relating to Ezidebit's Privacy Policy can be found at [www.ezidebit.com/nz/privacy-policy](http://www.ezidebit.com/nz/privacy-policy).

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to BizCover and contained in the Direct Debit Service Agreement) to release and provide such information to Ezidebit on my/our written request.

I/We authorise Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our bank/financial institution; and my/our bank/financial institution to release information allowing Ezidebit to verify my/our account details.