

Captain Compare - Website Terms of Use

The Captain Compare Website is owned and operated by AGS. "Captain Compare" is a business name and trade mark of AGS. The meaning given to certain words used in these Terms are contained in the "Definitions" section below.

Acceptance of Terms

This document governs your use of the Captain Compare Website. The other terms and conditions contained in the [Captain Compare Privacy Policy](#) and on the Captain Compare Website also form part of AGS's agreement with you. Please read them carefully before proceeding.

Your use of and access to the Captain Compare Website is conditional upon your acceptance and compliance with these Terms. Your use of and access to the Captain Compare Website constitutes your agreement to be bound by these Terms. From time to time, AGS may change these Terms, without notice. Any subsequent use of or access to the Captain Compare Website by you will mean that you have accepted the changes to these Terms.

If you do not agree to these Terms, you must not use or access the Captain Compare Website.

These Terms are intended to be for the benefit of each of AGS, its Related Bodies Corporate and their respective Personnel.

The Captain Compare Website

The Captain Compare Website and the Comparison Websites provide an information service to compare certain products and services on the basis of particular criteria you may select including brand and price. The products and services compared are not representative of all the products and services available in the market. The Comparison Websites, which are available via hyperlink from the Captain Compare Website, are owned, operated and controlled by a third party and not AGS. AGS takes no responsibility for the Comparison Websites or their content, and separate terms and conditions available on the Comparison Websites apply to those Comparison Websites. For further information, refer to "Third Party Sites and Advertising" below.

The Captain Compare Website provides you with factual information, advertisements and links to other websites. It may also contain general recommendations about products and services and what to consider when buying. However, it contains no personal recommendations, suggestions or advice about the suitability of a product or service for you and your needs, and does not take into account your individual circumstances. Before acting on the information and guidance provided by the Captain Compare Website, you should evaluate your own individual needs, objectives and situation and which products are suitable for you, and if necessary seek independent financial or investment advice before making a decision to acquire.

Comparing Comprehensive Car Insurance Products

For comprehensive car insurance products, always read the Product Disclosure Statement from the relevant Supplier before making any decision to acquire or hold insurance.

Only those comprehensive car insurance providers who have chosen to participate are compared on the Captain Compare Website. The Captain Compare Website compares the following comprehensive car insurance brands: Australia Post Car Insurance, Budget Direct, ibuyeco, Virgin Car Insurance, Cashback, 1st for Women, Retirease, Ozicare, AI Insurance and Real Insurance. All comprehensive car insurance brands other than AI Insurance and Real Insurance (**Auto & General Car Brands**) are policies arranged by AGS for and on behalf of the insurer, Auto & General, which is a related company.

If you purchase an Auto & General Car Brand, AGS will earn a commission and referral fee as detailed in the FSG available on the Captain Compare Website. In respect of other car insurance products compared on this site, AGS will receive a referral fee if you buy a product, as detailed in the FSG. AGS's commission and referral fees do not increase the amount of premium quoted on the Captain Compare Website.

If you have been introduced to the Captain Compare Website by another person or entity with which AGS has an arrangement, AGS will pay them a referral fee should you obtain a comprehensive car insurance quote and then proceed to link through to purchase a car insurance policy online. Details of that referral are detailed in the FSG. The referral fee does not increase the amount of premium quoted on the Captain Compare Website.

Comparing Other Products & Services

For all other products and services, read the relevant terms and conditions supplied by the Supplier before deciding to acquire the product or service.

In respect of the other products and services compared on the Comparison Websites, AGS will earn a referral fee for each product and service sold or customer successfully referred as a result of a comparison or for each application for credit accepted by the credit provider. The referral fee does not increase the amount quoted for the product or service.

Who Will You Deal With?

If you decide to make inquiries about or acquire a particular product or service, you will deal directly with the provider of the relevant product or service. AGS does not guarantee that any product or service can be provided to you as the Supplier's eligibility criteria and terms and conditions will apply. If you decide to purchase a particular product or service using:

- a link you will be taken to the Supplier's (or their agent's) website to make your application and/or payment;
- the telephone contact details to make your application and/or payment, you will do so via the Supplier's (or their agent's) call centre.

Use and Access

The Captain Compare Website and its Content are made available only to genuine bona fide website users interested in comparing for themselves, the goods and services available for ranking and comparison on the Captain Compare Website and the Comparison Websites, and any other person who has our prior written consent to do so. By using the Captain Compare Website you warrant that you are such a website user.

You must not use the Captain Compare Website or its Content:

- for commercial purposes (including for competitive advantage or to the competitive disadvantage of AGS, its Related Bodies Corporate or any Supplier);
- in any manner that is inconsistent with the purpose for which the Captain Compare Website is provided;
- in any manner which is in breach of any laws; or
- in any other way which is not expressly permitted by these Terms or AGS.

Without limiting the above, you will not and will not permit a third party to:

- use or access the Captain Compare Website or its Content in a way that infringes the intellectual property rights or other rights of any person;
- copy or disclose to any person, any Content other than as expressly permitted by these Terms;
- 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 the Content;
- use any method or process to consolidate or combine the Content with any other content, data, information, images or material;
- reverse engineer, disassemble or otherwise attempt to construct or identify the Captain Compare Website's source code, formulas or processes;
- use, access or retain any Content in any manner or form whatsoever, unless expressly permitted by these Terms;
- 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 the Captain Compare Website;
- use, obtain or attempt to obtain from the Captain Compare Website, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems;
- do anything which will or may damage, disrupt access to or interfere with the proper operation of the Captain Compare Website;
- do anything which will or may place an unreasonable load on the infrastructure of the Captain Compare Website;
- post, distribute or send any 'spamming material' or any other form of bulk communication;
- impersonate any person or entity;
- publish or disseminate any material which is unlawful, defamatory, indecent, offensive or inappropriate;
- use the Captain Compare Website to harass, defame, abuse, threaten or otherwise offend others; and
- transmit any material which contains viruses or other computer codes designed to interrupt, limit or destroy the efficient operation of the Captain Compare Website, its software or hardware.

Insurance Disclosure Documents

By accessing the Captain Compare Website, you agree to accept electronic delivery of insurance disclosures and documents via the Captain Compare Website (including Captain Compare's FSG and the Product Disclosure Statements supplied by product providers who participate in the comparison service).

Disclaimer – Captain Compare Website

Subject to these Terms, you agree that your use of and access to the Captain Compare Website is at your own risk.

AGS tries to ensure that the Content (which includes information supplied by third parties) is accurate and up-to-date. Please write to AGS at the AGS Address, if you spot an error. However (to the extent permitted by law), AGS does not warrant the accuracy, adequacy or completeness of the Content, and you should not rely upon the Content as being accurate, complete or up-to-date. AGS recommends you confirm the information and results obtained on the Captain Compare Website with the relevant Supplier.

AGS will take reasonable steps to provide a safe and reliable service. But there are some risks with using the internet. AGS does not guarantee that the Captain Compare Website will be free from viruses. AGS accepts no responsibility for any harmful computer code that might be introduced to your system by using the Captain Compare Website (to the extent permitted by law).

AGS does not guarantee that access to the Captain Compare Website will be uninterrupted, timely or secure, or that it will always operate as intended, and AGS accepts no responsibility in that regard (to the extent permitted by law).

The Captain Compare Website, or any product or service available on it, may be changed or withdrawn at any time, without notice.

Your access to the Captain Compare Website may be terminated at any time, without notice, for whatever reason. You must not, in any way, access the Captain Compare Website or its Content after termination. But the disclaimers, limitation of liability and indemnity provisions in these Terms will survive the termination. Any licenses or other rights you granted to AGS will also survive termination.

Disclaimer – Captain Compare Email

You agree that your use of the information contained in a Captain Compare Email is at your own risk.

AGS does not warrant the accuracy, adequacy or completeness of the information in a Captain Compare Email and you should not rely upon the content as being accurate, complete or up-to-date. AGS recommends you confirm the news, information and offers contained in the Captain Compare Email with the relevant offeror(s) and Supplier(s).

AGS does not guarantee that the Captain Compare Email will be free from viruses. AGS accepts no responsibility for any harmful computer code that might be introduced to your system by accessing a Captain Compare Email (to the extent permitted by law).

AGS does not guarantee that the sending of the Captain Compare Emails will be uninterrupted or timely and AGS accepts no responsibility in that regard (to the extent permitted by law).

The sending of the Captain Compare Emails may cease at any time, without notice.

Third Party Sites and Advertising

The Captain Compare Website contains links to other websites operated by third parties (including the Comparison Websites). AGS does not recommend or endorse those other websites or the products and services provided on those sites. AGS is not responsible for the condition or content of those websites as AGS does not have control over those websites. AGS makes no representations about the accuracy of any information contained on any other websites and is not responsible for any Loss arising directly or indirectly from you using, accessing or attempting to access those websites.

You must obtain AGS's prior written permission to link to the Captain Compare Website.

The Captain Compare Website may display third party advertising. AGS does not recommend or endorse the third party advertiser, its products or services.

Intellectual Property

The Captain Compare Website (including the software, layout and design of or underlying the quoting, ranking and comparison system contained within it) and its Content are subject to copyright. You may view the Captain Compare Website using your browser and print out or download a copy for your personal and non commercial use. Except as otherwise provided by law, all other use, copying, reproduction, dissemination, modification, distribution, transmission, republication, display or performance of all or part of the Captain Compare Website is prohibited. Nothing in these Terms constitutes a transfer of any intellectual property rights.

AGS, its Related Bodies Corporate and the Suppliers own certain trademarks which appear on the Captain Compare Website. Unauthorised use of those marks is prohibited.

Liability and Indemnity

Except for obligations imposed by law that cannot be excluded, you agree that AGS, AGS's Related Bodies Corporate and their respective Personnel will not be liable for any Loss arising out of, as a result of or referable to the Captain Compare Website, the Content, the use of or access to the Captain Compare Website including (without limitation) that arising as a result of:

- any unauthorised access of or breach of security to the Captain Compare Website for whatever reason;
- any error, faults, omissions, inaccuracies or misrepresentation in relation the Captain Compare Website and the Content; and
- the transmission of any computer virus.

You agree that, to the extent permitted by law, in no circumstances whatsoever will an Indemnified Person be liable for any indirect, incidental, special or consequential Loss or damage or loss of profits however caused.

To the extent permitted by law, you agree to indemnify and keep indemnified each Indemnified Person against all actions or claims which may be brought against each Indemnified Person by any person and all Loss suffered or incurred as a result of:

- your breach of these Terms;
- your breach of any other legal obligation or law;
- your acts or omissions;
- your use of the information contained in a Captain Compare Email;
- your use of and access to the Captain Compare Website;

your use of and access to the Comparison Websites**Privacy Policy**

Your privacy is very important to AGS and its Related Bodies Corporate. AGS may ask you to provide personal information when you use the Captain Compare Website. The way in which your personal information is collected, used and stored is set out in the Captain Compare Privacy Policy which is available on the Captain Compare Website.

Online security

For your protection, services that involve the provision of confidential information are provided via a secure server. The information is encrypted using the Secure Socket Layer Protocol. This will significantly improve the security of the information you provide.

Jurisdiction

The information on the Captain Compare Website is provided for Australian residents only. The law applicable in the state of Queensland, Australia will apply to these Terms, use of the Captain Compare Website and the resolution of any disputes arising from access to and use of the Captain Compare Website. You and AGS submit to the exclusive jurisdiction of the court and tribunals of the state of Queensland.

Vehicle Information

Automotive Data Services Pty Ltd (Red Book) has prepared this data and valuations from information gathered from a variety of sources. Whilst all care is taken in producing the data and valuations, Red Book cannot guarantee or make any representations regarding the use of, or reliance, on it. Red Book is not responsible for all the information provided to it and you should not rely on the data or valuations without making your own independent assessment of the vehicle and other sources of information. Red Book is not liable for any loss or damages (other than in respect of any liability which may not lawfully be excluded) relating to your use of, or reliance on, this valuation and data.

Contacting AGS

If you have any technical issues when using the Captain Compare Website or any suggestions on how it can be improved, please contact the Website Administrator at the AGS Address.

Definitions

Auto & General means Auto & General Insurance Company Ltd ACN 111 586 353 AFSL 285 571.

AGS means Auto & General Services Pty Ltd ACN 003 617 909 AFSL 241411.

AGS Address means PO Box 342, Toowong QLD 4066.

Captain Compare Email means an email sent by or on behalf of AGS to You (as requested by You) providing news, information and offers about AGS, the Captain Compare Website and the Comparison Websites.

Captain Compare Website means the webpages located at www.captaincompare.com.au but does not include the Comparison Websites.

Comparison Websites means the websites linked to the Captain Compare Website which contain the "Captain Compare" brand but which are operated by third parties and contain comparison and ranking services for the information of consumers in relation to various goods and services (other than comprehensive motor vehicle insurance which is compared on the Captain Compare Website).

Content means the content, text, data, information, images, pages, materials, tools and results contained on the Captain Compare Website.

FSG means the Financial Services Guide.

Indemnified Person means AGS and AGS's Related Bodies Corporate and their respective Personnel.

Loss means any damage, loss, cost, expense or liability however it arises and whether it is direct or indirect, present or future, fixed or unascertained, actual or contingent and includes all legal costs and expenses.

Personnel means the directors, officers, employees, agents and contractors of a person.

Related Bodies Corporate has the same meaning as in the *Corporations Act 2001* (Cth) and in respect of AGS includes Auto & General.

Supplier means a supplier or provider of the goods and services which are available for ranking and comparison on the Captain Compare Website or the Comparison Websites.

Terms means these website terms of use along with the Captain Compare Privacy Policy and any other terms and conditions set out on the Captain Compare Website.

You means the user of the Captain Compare Website.

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