

# Terms of Use for the World Travel Protection (WTP) Website or APP

## Agreement between User & WTP

By accessing or using this site you indicate your consent and agreement to these Terms of Use ("Terms") and the Privacy Policy. If you do not agree to the Terms or [Privacy Policy](#) in whole or in part you must not use this Website or APP.

This Website or APP (<https://www.worldtravelprotection.com>) is comprised of information, data, graphic, sounds and images (**Content**) and is owned and operated by World Travel Protection Pty Limited ("WTP").

## General Information

### INFORMATION ABOUT FINANCIAL PRODUCTS

The Content on the Website and our APP intended for use by our customers and affiliates throughout the world in the knowledge that the content is supplied by and administered from our offices and operations based in Australia.

It is not intended to be a complete description of all terms, exclusions and conditions applicable to WTP's products and services. The Content and the Website or APP itself does not constitute an offer or an intention to enter into a legally binding contract with any user, except where a user obtains a quote, answers the questions relating to the insurance and purchases the policy online. This facility is only available using the quoting engine and the insurance cover commences on the date and at the time shown in the written confirmation supplied by WTP to the user.

Except where specified, the Content does not form part of the terms and conditions of an insurance policy, the Product Disclosure Statement or any subsequent insurance contract which is entered into the user.

### CURRENCY

The currency of transactions on this Site is in Australian Dollars (AUD) only.

## Privacy

### PERSONAL INFORMATION PROVIDED FOR QUOTES

By requesting a quote for travel insurance and/or providing information to WTP about your personal details, health and medical conditions and those of your spouse or dependents, you are granting WTP and its affiliated companies permission to use the information you supply in connection with the supply of an insurance product (subject to the WTP Privacy Policy).

WTP adheres to the Privacy Act 1988. Our [Privacy Policy](#) is available for review.

### RISKS OF SUPPLYING PERSONAL INFORMATION

If you supply WTP with any personal information via the Website or APP using an email or an online notification facility (for example our quote engine) WTP takes reasonable measures to ensure that the information is submitted and stored securely.

#### **NO RESPONSIBILITY FOR BREACHES OF CONFIDENTIALITY/PRIVACY**

WTP takes reasonable steps to secure certain areas of its Website and APP (including password protected webpages) but it cannot guarantee absolute confidentiality of personal information supplied by a user through the Website or APP. WTP takes no legal responsibility for unauthorised access to a user's information which may be gained by third parties via the Website or APP. If you are concerned about the security of your personal information, please contact WTP to discuss alternative methods for providing the information.

## Conditions of use/access

#### **NO UNLAWFUL OR PROHIBITED USE**

Users warrant to WTP that they will not use the Website or APP for any purpose that is unlawful or prohibited by law or these terms, conditions, and notices.

Users may not use the Website or APP in any manner which could damage, disable, overburden, or impair it or interfere with any other user's use and enjoyment of the Website or APP and APP. Users may not obtain access or attempt to obtain access to any Content through any means not intentionally made available or provided for through the Website or APP (for example, reverse engineering, hacking, deliberately and maliciously vandalising the Website or APP are prohibited).

#### **LINKS TO OTHER SITES**

The Website or APP may contain links to other Website or APPs or webpages (Linked Sites). WTP is providing access to Linked Sites for your convenience only, and the inclusion of any Linked Site on the Website or APP does not imply endorsement by WTP of the site or any association with its operators. The Linked Sites are not under the control of WTP.

#### **EMAILS SENT VIA THE WEBSITE OR APP**

If a user sends an email via the Website or APP, the email will be deemed to be received by WTP when the email is received by WTP in its electronic mailbox and able to be opened in readable form. Proof of sending an email will be established by production of an electronic or paper record showing the date and time that the email message entered the information system of WTP. If a message is urgent, always call WTP to check whether your email has been received.

#### **INTEGRITY OF THE WEBSITE OR APP**

WTP takes reasonable steps to maintain the integrity of the Content on the Website or APP, but cannot guarantee or assure users as to the currency, reliability or accuracy of Content. It is possible that the Website or APP and the Content could include errors, inaccuracies, or outdated information. Due to the nature of the 'world wide web', unauthorised use, additions, deletions, and alterations could be made to the Website or APP and the Content by third parties (due to events beyond the control of WTP).

If you discover an error or have reason to believe that unauthorised access or 'hacking' of the Website or APP has occurred, please inform us so WTP can take steps to correct errors or respond to the unauthorised content.

#### **CHANGES TO THE WEBSITE OR APP/CONTINUED ACCESSIBILITY**

WTP may make changes to the Website or APP and the Content from time to time and makes no assurances or guarantees as to the accessibility of the Website or APP at any time (including webpages and Content on the Website or APP). WTP has no obligation to provide access to the Website or APP, the Content or particular webpages. It may "take down" or "remove" any Content, webpages, section of an APP or icons within it, or the entire Website or APP at its absolute discretion. WTP makes no guarantee or assurance about the continued accessibility of the Website or APP or that access will be free of interruption.

#### **SUITABILITY FOR PURPOSE**

WTP make no representations about the suitability, reliability, availability, timeliness, and accuracy of the Website or APP and the Content contained on the Website or APP for any purpose including in relation to WTP's financial products (except where express representations are made to the contrary).

#### **PROTECTING YOUR COMPUTER SYSTEMS**

Users must take their own precautions to ensure that their hardware and software is free of viruses and that Content downloaded from this Website or APP is free from viruses and other unwanted applications (such as 'worms' or 'trojan horses') that may interfere with or damage the operation of their computer systems.

#### **COPYRIGHT, TRADEMARKS & OTHER INTELLECTUAL PROPERTY**

The Content and the Website or APP are protected by copyright and may be viewed and used for personal or educational purposes only. Except as provided by the Copyright Act 1968, any other applicable laws or where such use is limited to personal or educational use no part of this Website or APP or the Content may be copied, reproduced, adapted or transmitted for any other purpose in any form by any process without the written permission of WTP Travel Insurance (including but not limited to business or commercial uses, market research, comparative, 'shadow shopping' or pricing studies).

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#### **LIABILITY AND DISCLAIMERS**

The Website or APP and all such Content is provided "as is" without warranty or condition of any kind.

To the maximum extent permitted by law, WTP disclaims:

- All warranties and conditions with regard to Website or APP and the Content, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement, accessibility, reliability, currency and accuracy.

- Any and all responsibility for loss, damage, liability, cost or expenses incurred by a user arising out of or in any way connected with the use or performance of the Website or APP or as a result of any error, omission or misrepresentation made on or in relation to this Website or APP (including the Content). If a user is dissatisfied with the Website or APP, the Content or any of the Content is unreliable, no longer current or inaccurate, the sole and exclusive remedy is for the user to discontinue using the Website or APP.
- Any and all responsibility for loss, damage, liability, cost or expenses incurred by a user if any interference with, or damage to, their computer systems occurs when using the Website or APP or arising from use of the Website or APP.
- Any and all responsibility for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. WTP is not responsible for webcasting or any other form of transmission received from any Linked Site.

#### **COMMUNICATION WITH USERS**

WTP reserves the right to communicate with you regarding this Website or APP and your use of this site or any product or service purchased by you on this Website or APP.

#### **MODIFICATIONS OF THESE TERMS OF USE**

WTP reserves the right to change the terms of use under which the Website or APP is offered at any time in its absolute discretion and is not obliged to send a revised copy of the terms of each user, nor is WTP obliged to notify the users of such change. Users understand that it is their own responsibility to review the terms of use for the Website or APP and apprise themselves of any changes made to such terms from time to time.

#### **SEVERABILITY**

These Terms of Use constitute the entire agreement between WTP and you with respect to your use of the Website or APP. If for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect. Any cause of action you may have with respect to your use of the Site must be commenced within the period provided by any applicable statute of limitations.

#### **APPLICABLE LAW**

Any disputes relating to this Website or APP or the Content must be determined by the courts having jurisdiction in New South Wales, Australia in accordance with laws in force in New South Wales. Users irrevocably and unconditionally submit to this jurisdiction.

If you have any questions about the Terms of Use please [contact us](#).

## Terms of Use – Live-Chat

### What is Live-Chat?

Zopim Live-Chat (“Live-Chat”) is developed and maintained by Zendesk, Inc. (“Zendesk”) a software development company based in San Francisco, California. WTP Insurance Services Pty Ltd ABN 95 003 114 145 (“WTP”) provides this service for the purpose of proactively engaging with you through pop-up windows to assist you to

navigate your way around WTP's Website or APP and provide you with a more engaged user experience. These Terms of Use are in addition to your use of WTP's Website or APP generally.

## Can I use Live-Chat?

To be eligible to use Live-Chat, users must be 18 years of age or older.

By using Live-Chat, in any way, you signify your agreement to all terms, conditions or references herein including WTP general terms at ("Terms of Use"). If you do not agree to these Terms of Use, please do not use this service. Your continued use of WTP Live-Chat constitutes acceptance of these Terms of Use.

## Your appropriate use of Live-Chat

WTP will be communicating with you via Live-Chat to assist in your use of the Website or APP and any general support you may need with respect to your purchase of a policy, current policy or claim related enquiries. Where we are unable to assist you via Live-Chat we will direct you or put you in contact with the relevant support or customer service teams at WTP.

You must only use Live-Chat for the purposes described in these Terms of Use. You must not use or attempt to use Live-Chat to:

- a. send any defamatory, offensive or unlawful information;
- b. must not provide any false information;
- c. adversely affect the reputation of WTP;
- d. damage or interfere with Live-Chat data, software or Website or APP;
- e. cause annoyance or inconvenience to WTP; or
- f. otherwise breach these Terms of Use.

WTP may take any action necessary to maintain safe Live-Chat sessions including warning and blocking users. You acknowledge that it is WTP's discretion to deny access to anyone who we believe has breached our Term of Use.

## Privacy Policy

These Terms of Use incorporate our Privacy Policy, a copy of which is available at [Privacy Policy](#).

You may choose to access and use Live-Chat:

- a. on an anonymous basis;
- b. sign in via Facebook;
- c. sign in via Google+; or
- d. nominate an alias of your preference.

By providing WTP with any Personal (or Sensitive) Information through Live-Chat, you consent for a WTP consultant to contact you for any outstanding queries, for follow up purposes or send you an email of the transcript of the Live-Chat session. In order to

perform these functions, we may disclose your information to third parties such as IT service providers.

WTP will allow you to access and correct your information it holds about you as required by law. Please review the WTP's Privacy Policy for more information on how to access and correct your information.

## Limited Liability

Your use of the Live-Chat is subject to WTP's Privacy Policy. WTP will not be liable to you or any other party for any actions, proceedings, claims, losses or damages suffered by you arising from or connected with your use of Live-Chat or indirect or consequential loss or for loss or corruption of data, loss of revenue or loss of profits, whether in contract, tort or under statute or otherwise arising from or connected with your use of WTP Live-Chat.

## Governing Law

These Terms of Use are governed by the laws in force in New South Wales , Australia. You agree to submit to the non-exclusive jurisdiction of the courts of New South Wales. You further agree that these Terms of Use may be enforced in the courts of any competent jurisdiction.

## Cookies

WTP uses cookies in several different ways and some of our cookies collect information which can personally identify you.

Please refer to the WTP [Privacy Policy](#) for full details.

If you have any questions about the Terms of Use – Live-Chat, please [contact us](#).

## Miscellaneous

WTP reserves the right to update or revise these Terms of Use. Please check the WTP Terms of Use Website or APP periodically for changes.

[Contact us](#)

[Sitemap](#)

[Travel Advice from SmarTraveller.gov.au](#)

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