



Terms of Use and Online Privacy Policy

By accessing or using this website you acknowledge and agree to these Terms of Use and Privacy Policy, and to the electronic storage, processing and use of personal information in accordance with the provisions of the following Privacy Policy. If, after having read these Terms of Use and Privacy Policy, you do not accept them, you should log out from this website

A reference to "Privacy Policy" means the Online Privacy Policy in Part B of these terms.

For the purposes of these Terms of Use and Privacy Policy as the context may apply "us" "we" "our" means Asteron Life Limited.

[Click here to read the Asteron Life Limited Privacy Statement.](#)

We reserve the right to vary these Terms of Use and Privacy Policy (both of which relate to matters such as accessing and using the services including the electronic application) at any time by publishing varied provisions on this website. You accept and agree that by doing this we have provided you with sufficient notice of the variation. Your continued use of the website following such variation will represent an agreement by you to be bound by the Terms of Use and Privacy Policy, as amended.

A. TERMS OF USE

For avoidance of doubt the above terms under the heading "Terms of Use and Privacy Policy" form part of these Terms of Use.

1. Intellectual property notice

You acknowledge that copyright is reserved to us and all rights are reserved. We either own the intellectual property rights in the underlying HTML, text, images, logos, icons, audio clips, video clips and other content material that appears on this website (and which may vary from time to time), or have obtained the permission of the owner of the intellectual property in such content to use the content on the website.

You must not use or copy any material appearing on the website other than for the purposes contemplated by this website or with our written permission

Where material not published by us appears on the website, you must not use or copy any such material without the consent of the original owner.

2. Login and Password

Certain areas of the site are accessible only through the use of login and password (Login and Password). If you request or use a Login or Password the following provisions apply:

You agree that:

(a) The information completed by you in this Website site application form is true and correct. On receipt of your application form, you will be granted a confidential and unique Login and Password.

(b) You will keep the unique Login and Password issued to you or nominated by you (and any subsequent alterations to your Login and Password) confidential and that you will comply with the following conditions. You agree:

(i) not to disclose except for the purpose of having the Service provided to you (and in such circumstances should you disclose the Login or Password to your additional adviser or assistant you agree that you shall remain responsible for the Login or Password) to any other person, corporation,

entity or organisation any Login or Password, whether in use or not, nor any other confidential information relating to the Service or use;

(ii) to notify us immediately should you lose or misplace your Login or Password or suspect that their secrecy has been compromised; and

(iii) that you are solely responsible for any access to the Service utilising the Logins and Passwords that have been issued to, or modified by, you.

(c) A Login or Password must be properly used by you to convey your non-written consent to a transaction

(d) No access may be effected using a Login and a Password issued to you unless that Login and Password are:

(i) capable of verification by us against our records;

(ii) verified against our records; and

(iii) accurately recorded along with details of the transaction by us, electronically or otherwise, in a form capable of being readily accessed and understood at any time during the period which records are required to be kept by or under law.

3. Asteron Life is not providing advice

You acknowledge that by providing the information contained in this website we are not:

(a) rendering any legal, accounting, financial or other professional advice or opinions on specific matters or facts;

(b) guaranteeing repayment of capital;

(c) providing a recommendation on future investment performance; or

(d) making a recommendation or opinion about an offer or invitation to take up particular investment, retirement or insurance products.

The information on the website is general and does not take into account any persons' particular circumstances.

A person should always consult their financial adviser for advice on whether the information is appropriate to their particular objectives, financial situation and needs.

4. Use of information on this website by you

The information presented on this website has been compiled from various sources. Please do not rely on the information contained within this website as detailed advice. The description of the various products and services offered is provided solely for general purposes and is not intended to be a complete description of all the terms, conditions and, exclusions applicable to the product or service.

We take reasonable steps to ensure that the information contained in this website is accurate and up-to-date. However, the information presented on the website is subject to change without notice and its accuracy is not guaranteed. Please refer to the section headed "Our liability".

5. Additional requirements for advisers

In some circumstances you will be granted access to all or part of the website in your capacity as an adviser. In these circumstances you also undertake that all information provided from this web site:

(a) will only be used by you or in your capacity as adviser to your client; and

(b) will not be used in a manner that may result in us breaching any of the requirements of any legislation or any Rules, Regulations, Policy Statements, made under, or in relation to, such legislation.

In relation to personal information in respect of a person, you undertake to:

(i) only use that personal information for the purpose it was provided or if the personal information is not sensitive information such as medical information, in a manner reasonably expected by that person at the time of giving us the information; and

(ii) not to disclose that personal information to any third party (other than in accordance with (a) above); and

(iii) not to breach the requirements of the Privacy Act in respect of the personal information you have obtained from us, including those privacy requirements that we have informed you to follow in respect to that personal information; and

(iv) handle the personal information in accordance with our Privacy Policy.

You acknowledge that the information that you provide to us may be used as the basis of a contract of insurance, and that the information that you provide will be accurate and complete.

Full details of the products described or referred to on the website, including full descriptions of defined terms, are set out in the relevant product, service or policy documents, including prospectuses and investment statements (where applicable).

6. Our Liability

Except as expressly stated in these Terms of Use, all warranties, representations or conditions relating to the Service or the fitness of the Service for any particular purpose or to the merchantability of the Service or to any other aspect of the Service or as to the information contained in the Service (whether express or implied and whether arising in contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded.

Asteron Life Limited does not accept any responsibility or liability arising directly or indirectly from or in connection with your use of or reliance on this website and the information and representations contained on it, or from any omission from the website. In the event of any inconsistency, implied or otherwise, between the information on this website and any product, service or policy documents, then the product or policy documents will prevail.

You acknowledge that:

(a) Our liability or any of our employees or directors in respect of a breach of any statutory right or any condition or warranty implied by the Fair Trading Act, Consumer Guarantees Act Life Insurance Act, Insurance (Prudential) Supervision Act, Insurance Intermediaries Act or other relevant law, which cannot be excluded by reason of that legislation is, to the extent permitted by law, in the case of any services, limited to the supply of the services again or the payment of the cost of having the services supplied again.

(b) The service is, to the extent permitted by law, provided "as is, as available", without any warranty of any kind including, without limitation, any warranty with respect to the quality, performance or functionality of the Service and that the Service will not be interrupted or error free.

(c) Neither Asteron Life Limited or their directors and employees accept liability for any errors or omissions and make no representations as to the accuracy or completeness of any information contained in the website.

(d) That the information displayed, including the amount of contributions, the unit prices, earnings, expenses, calculations or other financial transactions indicated may not have been audited and are subject to change. For example, any market movements or transactions (including taxes, fees, premiums, contributions, switches, benefit payments etc.) that have affected the member account since the information was extracted (whether occurring on or after the date recorded on this site in relation to the data) will not be reflected in this data.

(e) We are, to the extent permitted by law, not liable to you for any incidental, indirect, special, consequential or economic loss or damage (including loss of profits or opportunities and exemplary and punitive damages) whether arising from negligence or otherwise in relation to these Terms of Use or the failure or omission by us to comply with our obligations under these Terms of Use. Other than stated above, we will not be liable for the cost of procurement of substitute goods, services or technology and in no event will our liability to you exceed \$100. To the extent permitted by law, you indemnify us and our respective officers, employees and authorised agents from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of any failure by you, or any other person using the Login and Password issued to, or modified by, you (whether or not you have authorised that person to use the Login and Password), to comply with these Terms of Use and Privacy Policy.

(f) That the services available and/or that can be accessed on the website may change from time to time.

7. Links to this and other websites

As a convenience to you this website may contain links to other sites independently maintained by others. Because we do not control these other sites, we cannot be responsible for the content or accuracy of the information or other material on these linked sites. The fact that we have provided a link to another website does not mean that we make a recommendation or give any endorsement or approval of any products or services contained in those other sites.

Before disclosing your personal information on any other website, we encourage you to examine the terms of Use and Privacy Policy of those websites.

You acknowledge that you cannot make any hyperlinks to this site without our prior express written consent.

8. Breach of conditions

If you breach any term or condition of these Terms of Use, we may suspend your access to the Service. We reserve the right to suspend your access to the Service or access to the Service generally due to technical or other problems associated with the Service.

Upon termination of the Agreement between you and Asteron Life Limited your Login and Password shall be revoked. You agree not to use this Service between the time of termination of this Agreement and revocation of your access. We reserve the right to terminate the Service at any time in our absolute discretion.

9. New Zealand residents only

This website is for access and use by New Zealand residents only.

The website and these Terms of Use will be governed exclusively by the law of New Zealand.

10. Contact us

Contact details are contained in the Contact us section.

The registered office of Asteron Life Limited is Level 15, 125 Queen Street, Auckland CBD

B. ONLINE PRIVACY POLICY

This Privacy Policy applies to the services offered on www.asteronlife.co.nz offered by Asteron Life Limited. Please read this Privacy Policy carefully before using this website. (It should be read in conjunction with our Terms of Use).



You agree that by using our website you consent to us:

(a) creating a database record about you if you disclose your personal information to us/register on our website;

(b) collecting, using and disclosing personal information about you for the purposes of providing financial products and services to you in the manner set out in this Privacy Policy and our relevant Privacy Statement. Unless you have asked us not to send you marketing information, including information (refer to section 5 of this Part B): and

(c) disclosing personal information about you to, and obtaining personal information from, other parties for any of these purposes. These other parties include: your adviser, hospitals, medical and other health professionals, other insurers and reinsurers mailing houses, research and telephone service providers, government departments, if the insurance is with a superannuation fund the trustee, loss assessors and claims investigators, claims reference providers, other service providers and legal and other professional providers; and

(d) using cookies on your browser (unless you remove them).

In addition, you agree that your continued use of our website indicates your agreement with any future changes to this policy.

1. This policy

We are committed to safeguarding the privacy of our customers and advisers. We appreciate that as our customer or an adviser, you trust us with your personal information.

In handling your personal information, we will comply with the Privacy Act and, where relevant, the policies and codes of industry groups to which we belong.

This policy explains our general practices in handling personal information. If you need further information, have questions about our privacy practices or wish to gain access to your personal information, please contact us.

2. Collecting personal information

We collect personal information about you and your customers for the purposes set out in our [Privacy Statement](#) of providing marketing information, including providing and administering our products and services. For example, we collect information to assess and decide on what terms (if any) we accept your application or increasing or amend your existing insurance, provide and manage the insurance you have after we have accepted the risk and investigate, and if covered, manage and pay any claims made in relation to insurance you have with us.

In some circumstances we may also be required to collect information to meet the requirements of superannuation and taxation laws.

If you do not provide the information we have requested, we may not be able to provide the services or products you have requested. Where you are applying for insurance we are unlikely to be able to provide that insurance and we may not be able to assess or pay any claim made under your insurance policy.

The details of exactly what types of personal information we collect can be found on the forms we ask you to complete, in the questions we ask you (for example, when we ask for information such as your email address, name, address, date of birth and gender) and how you use our website, (for example, by registering on our website). The type of personal information we collect may also depend on what pages you visit on our website.

Before providing us with any personal information or acquiring a product or service from us, you should read our relevant Privacy Statement. You can find our Privacy Statement [here](#).

We sometimes collect information about people who are not our customers as part of providing a product, for example, where we process a claim on an insurance policy. You may be one of these

people. We will collect, use and disclose your personal information in accordance with the Privacy Statement you may receive when you interact with us.

3. Our use of cookies

Cookies are pieces of information that a website transfers to your computer's hard disk for record keeping purposes. Most web browsers are set to accept cookies. We use cookies to make your use of our website and services as convenient as possible. Cookies in and of themselves do not personally identify users, although they do identify a user's browser. Cookies are useful to estimate our number of customers and determine overall traffic patterns through our website. If you do not wish to receive any cookies, you may set your browser to refuse cookies. This may mean you will not be able to take full advantage of our services. Please refer to the Asteron Life Privacy Policy for more information.

4. Disclosing personal information

In the course of providing you with a product or service you have requested, we may disclose your personal information in accordance with the relevant Privacy Statement including to hospitals, medical and other health professionals, other insurers' and reinsurers', research and telephone service providers, government departments, loss assessors and claims investigators, claims reference providers, other service providers and legal and other professional providers.

In the event of a transfer in the ownership of any part of our business, your personal information will be transferred to the new business owner for use subject always to this policy.

We are also sometimes required by law, or by a legal process such as a court order, to release personal information collected about you.

5. Staying in contact with you

We may use your personal information to keep you up to date about matters like products and services that you might be interested in. If you are contacted for this reason, you will be given the opportunity to not receive these communications by contacting us. Please read the relevant privacy statement for more information about our marketing practices.

6. Access to personal information

You can request access to your personal information, by phoning or writing to us. You can contact our customer service team on 0800 737 101.

If accessing your personal information will take an extended period of time, we will inform you of any likely delay.

The Privacy Act and the New Zealand Privacy Principles outline circumstances under which we may refuse access to some or all of your personal information. In such cases, we will give reasons for our decision.

We may charge a reasonable fee for the costs of providing you your personal information as permitted by law. We will inform you if such a charge applies before we proceed with your request.

7. Security

We take all reasonable steps to maintain the security of personal information that we hold. We have information security policies in place for both computer records and for our paper files, which aim to minimise the risk of unauthorised access to or disclosure of your personal information.

Your information is stored on secure servers that are protected in controlled facilities. We require our employees and data processors to respect the confidentiality of any personal information held by us. Unfortunately, no data transmission over the internet can be completely secure, so we cannot give an absolute assurance that the information you provide to us via the internet will be secure at all times. We will not be held responsible for events arising from unauthorised access to your personal information.

Please contact us if you want further information about our security practices. Please notify us immediately if you become aware of any unauthorised use of this website by an internet user or any other breach of security.

8. Use of E-mail

If you send us an email we may preserve the content if we consider it necessary or desirable to do so. Any personal information contained in your email, including your email address may be used in ways to assist us to provide our services and products. This may mean disclosing personal information about you to third parties outside Asteron Life, such as to mailing houses. However, disclosure will only be done for the purposes of providing Asteron Life products and services to you.

You should be aware that emails are not necessarily secure and if you have concerns about the security of the contents of an email then you should consider contacting us by other means.

9. Password and log-in security

For the purposes of viewing our website you may be supplied with a Login and Password (for more information on this, see our Terms of Use). You are responsible for the security of your log-in information. You take responsibility to ensure the confidentiality of this information.

10. Resolving problems related to your privacy

You also have a right to make a complaint about your privacy.

If you want to report a suspected breach of your privacy, or you do not agree with a decision regarding access to your personal information, please contact us. Click [here](#) for more information should you have a privacy concern. If you're unhappy about how we manage your complaint you may also make a complaint to the Privacy Commissioner. Information about the Privacy Commissioner can be found here www.privacy.org.nz.

11. Future changes

Our business will continue to evolve as we introduce new services and features to our website. Because of this, from time to time we may review this privacy policy and may amend it to reflect changes in legislation, industry codes or in the business environment. We encourage you to check the [Privacy Policy](#) on the adviser website each time you access the website.