

PRIVACY POLICY

1. ABOUT THIS PRIVACY POLICY

- 1.1 LocalCover has implemented this Privacy Policy to provide information about what kinds of Personal Information we may collect or hold, how we collect, hold, use and disclose that Personal Information, choices you have regarding our use of that Personal Information, and your ability to access or correct that Personal Information. If you wish to make any inquiries regarding this Privacy Policy, you should contact our Privacy Officer in any of the ways specified in paragraph 13.
- 1.2 LocalCover is related to other companies and entities (related entities). This Privacy Policy applies to the use of your Personal Information (including its collection and processing) by us and by those related entities, as well as by service providers on behalf of LocalCover, and any of those parties may be located anywhere in the world including within and outside the European Union from time to time.

2. WHAT PERSONAL INFORMATION DO WE COLLECT AND HOLD?

- 2.1 The types of Personal Information we may collect about an individual will depend upon the nature of our interaction with them. Personal Information that we collect may include (but is not limited to) the following:
- (a) name
 - (b) age
 - (c) contact details including telephone numbers (landline and/or mobile)
 - (d) current address (including postal address)
 - (e) email address
 - (f) payment details, such as your credit card or bank account details
 - (g) geographical location including your country of residence
 - (h) preference information from social media accounts and profiles, and
 - (i) information about our employees and job applicants including credit and police checks, tax numbers, social security numbers and similar information.
- 2.2 We collect and record Personal Information about individuals such as:
- (a) our customers, potential customers and their representatives
 - (b) our suppliers and potential suppliers and their representatives, directors, partners, proprietors and shareholders
 - (c) contractors and subcontractors and potential contractors and subcontractors and their representatives in relation to providing goods and services to us
 - (d) our employees past and present, including applicants, and
 - (e) any other person who comes into contact with LocalCover.

3. HOW AND WHEN DO WE COLLECT PERSONAL INFORMATION?

- 3.1 We collect your Personal Information to allow us to conduct our business functions, to provide, market and sell our Products and Services and for the specified purposes set out in paragraph 5. In some circumstances, the collection of Personal Information may be required or otherwise permitted by law.
- 3.2 We may collect your Personal Information in the course of providing you with goods or services, or:
- (a) when you use or buy our Products and Services
 - (b) when you provide us, or you offer or apply to supply us, with goods or services
 - (c) when you create an account and register your Warranty on our Website or Apps
 - (d) when you accept an offer for us to procure any Insurances for you
 - (e) when you provide information to us in any way (including by submitting a Claim, completing a form, disclosing information over the phone or via email, social media, post or in person)
 - (f) when you request information about us, or our Products and Services
 - (g) when you provide feedback to us
 - (h) when you visit our Website, use our Apps, or fill in a form on our Website or Apps (see paragraph 4)
 - (i) when you register for or use an account on our Website or Apps
 - (j) when you visit premises from which we operate
 - (k) when you (or your employer) provide that information to us in the course of conducting or administering our relationship with you, or when you are carrying out activities in connection with our business operations
 - (l) when you submit a job application to us
 - (m) when you otherwise contact us by telephone, fax, email, social media, post or in person, or
 - (n) where we are otherwise required or authorised by law to do so.

- 3.3 When providing our Products and Services or during the administration of a Claim, dealing with our personnel, or obtaining goods and services from our service providers, suppliers or contractors, we collect Personal Information directly from the relevant individual where reasonable and practicable.
- 3.4 Where not prohibited by law, we may also collect Personal Information about you from third parties and other sources such as:
- (a) your nominated representatives (e.g. spouse, lawyer, accountant, persons holding your power of attorney, brokers and other professional advisors)
 - (b) publicly available sources of information
 - (c) related entities, companies and businesses of LocalCover
 - (d) repairers engaged by us for the purpose of providing our Products and Services, or
 - (e) retailers, insurers or others who have provided our LocalCover products in connection with their sales of products to you,

but we will only collect your Personal Information in this way if it is unreasonable or impracticable to collect this information directly from you or if we are otherwise permitted to do so.

- 3.5 From time to time, the Personal Information we collect may include Sensitive Information, including health information. We will ask for your consent to collect Sensitive Information unless the law allows us to collect it without your consent. Sensitive Information is not likely to be required for Warranty administration or most Insurance policy administration.
- 3.6 Where we engage with you multiple times over a short period in relation to the same matter, we may not provide you with a separate notice about privacy each time we engage with you.
- 3.7 If you choose not to provide your Personal Information to us for the purposes set out in this Privacy Policy, or if we do not or are unable to collect the Personal Information we require, we may not be able to process your Claim, assign a repairer to undertake onsite repairs (if you do not provide your address), make settlement payments electronically (if you do not provide your banking details), or otherwise provide you with requested information or Products and Services, or effectively conduct our relationship with you.

4. INFORMATION COLLECTED VIA OUR WEBSITE AND APPS

- 4.1 Personal Information may be collected by us and by our third party service providers who assist us in operating our Apps or our Website.
- 4.2 We may use various technological methods from time to time to track the visiting patterns of individuals accessing and using our Website and Apps, including but not limited to the methods set out in this paragraph 4.

GOOGLE ANALYTICS

- 4.3 We use analytic tools such as Google Analytics to help analyse how you use our Website. Google Analytics generates statistical and other information about website use by using Cookies, which are stored on users' computers. The information generated is used to create reports about the use of our Website. Google will store this information.
- 4.4 If you do not want your Website visit data reported by Google Analytics, you can install the Google Analytics opt-out browser add-on. For more details on installing and uninstalling the add-on, please visit the Google Analytics opt-out page at <https://tools.google.com/dlpage/gaoptout>.

CLICK STREAM DATA

- 4.5 When you use, read, browse or download information from our Website and Apps, we or our internet service provider may also collect information such as the date, time and duration of a visit, information about your location, the pages accessed, the IP address of your computer, and any information downloaded.

COOKIES

- 4.6 Our Website may use Cookies from time to time. Cookies are small text files that are transferred to a user's computer hard drive by a website for the purpose of storing information about a user's identity, browser type or website visiting patterns. Cookies may be used on our Website to monitor web traffic, for example, the time of visit, pages visited and some system information about the type of computer being used. We use this information to enhance the content and services offered on our Website.
- 4.7 Cookies are sometimes also used to collect information about what pages you visit and the type of software you are using. If you access our Website or click-through to our Website from a link in an email we send you, a Cookie may be downloaded onto your computer's hard drive.

- 4.8 Cookies may also be used for other purposes on our Website.
- 4.9 When you visit our Website, four types of Cookies may be placed on your computer or another device. These are First-Party, Third-Party, Session and Persistent Cookies.

FIRST-PARTY COOKIES

- 4.10 First-party Cookies are Cookies placed on your computer or another device directly by us. They may include Cookies such as session and persistent Cookies (explained below). For example, we may use first-party Cookies to track your navigation behaviour on our Website for marketing and analytics purposes.

SESSION COOKIES

- 4.11 The time between when you open your internet browser and close your browser is called a browser session. Session Cookies are Cookies that are placed on your computer or another device during a browser session, but which expire and are normally deleted at the end of a browser session. Our partners and we use session Cookies for various reasons, including to track use of our Website during a single browser session and to help you to use our Website more efficiently. For example, session Cookies are used to remind our Website that your computer or device is logged into our site.

PERSISTENT COOKIES

- 4.12 Persistent Cookies are Cookies which are placed upon your computer or another device during a browser or app session, but which remain upon your computer or another device after the end of that browser app session. Persistent Cookies allow our Website to recognise your computer or another device when it is used to access our Website again after a browser session has been completed and a new browser session has begun, primarily to help you quickly sign-in to our Website again. Persistent Cookies may also be used, both by ourselves and our commercial partners, for analytical purposes. Persistent Cookies remain current for defined periods of time. Typically persistent Cookies placed on your computer or another device when you visit our Website remain current from 1 day to 5 years.
- 4.13 You can configure your browser to accept all Cookies, reject all Cookies, or notify you when a Cookie is sent. Each browser is different, so check the "Help" menu of your browser to learn how to change your Cookie preferences.
- 4.14 If you disable the use of Cookies on your web browser or remove or reject specific Cookies from our Website or linked sites, then you may not be able to gain access to all of the content and facilities in those websites.

WEB BEACONS

- 4.15 Web beacons are images that originate from a third party site to track visitor activities. We use methods to track the visiting patterns of individuals accessing our Website which may include web beacons.

THIRD PARTY CONTENT (E.G. SOCIAL MEDIA LINKS)

- 4.16 Some of the content on our Website and in our Apps may include applications made available by third parties, which could include such as social media buttons or links that allow you to share content or links to our Website and Apps through the relevant third party platforms. These third party applications themselves may facilitate the collection of information by those third parties, through your interaction with the applications and sometimes even if you do not interact directly with them. We are not responsible for the technical operation of these applications or the collection and use practices of the relevant third parties. Please visit the relevant third party websites to understand their privacy practices and options they may make available to you in relation to their collection of your Personal Information.

5. HOW DO WE USE YOUR PERSONAL INFORMATION?

- 5.1 We use the Personal Information we collect about you for our business functions and activities, to operate our business efficiently and to market our Products and Services for the benefit of our customers and retailers who supply our Products and Services.
- 5.2 We may collect, hold and use your personal information:
- (a) to identify and communicate with you
 - (b) to validate you as a holder of a Warranty or one of our Products and Services and to determine a suitable repairer if a Claim is made
 - (c) to enable us to provide you with requested information, Products and Services (including repair services)
 - (d) to otherwise assist customers, including during the process of making a Claim and by providing them with information and support
 - (e) to collect and process payments

- (f) to assess Claims and pay settlements and refunds, if required in connection with the provision of our Products and Services
- (g) to help us to manage and enhance Products and Services, we provide to you
- (h) to help us to manage and enhance goods and services, we procure from our suppliers and subcontractors
- (i) to personalise and customise your experiences on our Website
- (j) to manage and administer any account you may hold with us
- (k) as permitted by applicable law, to promote and market our Products and Services to you or provide you with information that we believe may be of interest to you or that you may be interested in receiving, including advertising material, regarding us, our clients, and our business partners subject, as the case may be, to your prior approval
- (l) to conduct research to improve existing Products and Services or creating new products or services
- (m) to help us research the needs of our customers to enable us to market our Products and Services with a better understanding of your needs and the needs of customers generally
- (n) to notify and assess Claims, pay settlements and finalise Claims, and determine liability
- (o) to undertake searches of lists maintained by the US Office of Foreign Assets Control (OFAC) as may be required from time to time by our related entities, suppliers or business partners
- (p) to provide for the safety and security of workers and onsite visitors
- (q) to help us manage our business operations
- (r) for business support purposes including maintenance, backup and audit
- (s) to process any job application submitted by you
- (t) to respond to any queries or complaints you may have, or
- (u) to comply with our statutory and legal obligations.

5.3 We reserve the right at all times to monitor, review, retain, and/or disclose any information as necessary to satisfy any applicable law, but we have no obligation to monitor the use of the Website or to retain the content of any user session.

5.4 We may otherwise collect, use or disclose your Personal Information where the collection, use or disclosure is:

- (a) in accordance with this Privacy Policy or any agreement you enter into with us, or
- (b) required or authorised by law, including without limitation the Australian Privacy Principles under the Australian Privacy Act.

5.5 Where required by law, if your Personal Information is to be used for a purpose not previously identified, we will disclose the new purpose to you before such use, and if required by law we will seek your consent to such use.

6. WHEN DO WE DISCLOSE YOUR PERSONAL INFORMATION?

6.1 LocalCover may disclose, or provide access to, your Personal Information to third parties in connection with the purposes described in paragraph 5. Depending on the circumstances and the nature of your engagement with us, we may disclose your Personal Information to our related entities, to third parties that provide products and services to us or through us, or to other third parties where requested or indicated by you (such as local repairers in connection with a Claim you have submitted, or your referee(s) in connection with a job application you have submitted).

6.2 We may also disclose your Personal Information in connection with the purposes described in paragraph 5 to:

- (a) any of LocalCover's internal divisions, business units or departments
- (b) your nominated representatives
- (c) other organisations or individuals who assist us in providing Products and Services to you
- (d) professional service providers and advisors who perform functions on our behalf, such as lawyers, accountants and auditors
- (e) medical providers including medical and rehabilitation practitioners for assessing travel or health insurance claims
- (f) representatives, agents or contractors (including repairers) who are appointed by us in the ordinary operation of our business to assist us in providing goods or services or administering our business (such as for data storage or processing, printing, mailing or logistics, marketing, planning and product or service development)
- (g) insurers, brokers, auditors, business consultants and IT service providers, and
- (h) Government, regulatory authorities and other organisations as required or authorised by law.

6.3 We may also disclose your Personal Information to our Website host or software application providers in certain limited circumstances, for example when our Website experiences a technical problem or to ensure that it operates in an effective and secure manner.

6.4 We may also disclose your Personal Information to a purchaser or potential purchaser in connection with the sale or potential sale of LocalCover, our business or any of our assets, including in insolvency, in circumstances which require the purchaser or potential purchaser to use such Personal Information consistently with this Privacy Policy.

7. OVERSEAS DISCLOSURES

- 7.1 Some of your Personal Information may be disclosed, transferred, stored, processed or used overseas by us, or by third party service providers. This may happen if:
- (a) our offices or related entities are overseas
 - (b) we outsource certain activities overseas
 - (c) transactions, information, services or products have an overseas connection, or
 - (d) our computer systems including IT servers are located overseas.
- 7.2 You acknowledge that we may collect, use, store, and process your Personal Information outside of your country of residence (including, where you reside in the European Union, outside of the European Union) as set out in this Privacy Policy.
- 7.3 In particular, your Personal Information may be disclosed to third parties in Australia, Canada, Hong Kong, Ireland, Japan, New Zealand, Singapore, the United Kingdom and the United States of America, and such other countries in which those parties or their, or our, computer systems may be located from time to time, where it may be used for the purposes described in this Privacy Policy. In these circumstances, you are informed of the collection, use, storage and processing of your Personal Information in those countries, and where you are located in Australia you consent to such collection, use, storage and processing without us being responsible under the Australian Privacy Act for such use (or for any breach). Where such parties are located outside of Australia, you may have rights to enforce those parties' compliance with applicable data protection laws, but you might not have recourse against those parties under the Australian Privacy Act in relation to how those parties treat your personal information. As well, applicable laws in those jurisdictions might permit foreign governments, courts, law enforcement or regulatory agencies to access the information in those jurisdictions.

8. OTHER USES AND DISCLOSURES

- 8.1 We may collect, use and disclose your Personal Information for other purposes not listed in this Privacy Policy. If we do so, we will make it known to you at the time we collect or use your Personal Information.

9. MARKETING

- 9.1 As permitted by applicable law, we may send you, from time to time, information, including promotional material, about us or our Products and Services by means of email and electronic messages (including SMS and MMS messages). Subject to your prior consent, as needed, we may also send you information about the Products and Services of our related entities and third parties, as the case may be, further to your approval.
- 9.2 If you do not want to receive marketing information from us, you can request not to receive such information in any of the following ways:
- (a) clicking on the 'Unsubscribe' or subscription preferences link in a direct marketing email that you have received from us
 - (b) logging into your account on the Website and editing your communication preferences, or
 - (c) contacting us using the contact details specified in paragraph 13.

10. STORAGE AND SECURITY OF PERSONAL INFORMATION HELD BY US

- 10.1 We aim to keep your Personal Information secure. Any Personal Information that is collected via our Website or which is held on our computer systems, or which is otherwise in our custody or under our control, is protected by safeguards including physical, technical and procedural methods.
- 10.2 If we find that we no longer require or have no further need for your Personal Information, we may de-identify it or remove it from our systems and destroy all record of it.

11. YOU CAN ACCESS AND UPDATE YOUR PERSONAL INFORMATION

- 11.1 You are generally entitled to access Personal Information that we hold about you. If you request access to your Personal Information, in ordinary circumstances we will give you full access to your Personal Information. Depending on the nature of the request, LocalCover may charge for providing access to this information. However such charge will not be excessive. However, there may be some legal or administrative reasons to deny access. If we refuse your request to access your Personal Information, we will provide you with reasons for the refusal where we are required by law to give those reasons.
- 11.2 You can access and correct some of your Personal Information through the Website and Apps by logging into your account and updating or editing your details at any time. Alternatively, a request for access can be made by contacting our Privacy Officer in any of the ways specified in paragraph 13.

- 11.3 We take all reasonable steps to ensure that any Personal Information we collect and use is accurate, complete and up-to-date. To assist us in this, you need to provide true, accurate, current and complete information about yourself as requested, and properly update the information provided to us to keep it true, accurate, current and complete.
- 11.4 Please contact us in any of the ways specified in paragraph 13 if you believe that the Personal Information is inaccurate, incomplete or out of date, and we will use all reasonable efforts to correct the information. If a challenge regarding the accuracy of your Personal Information is not resolved to your satisfaction, we will annotate the Personal Information under our control with a note that the correction was requested but not made.
- 11.5 It will assist us to ensure we properly understand your request and allow us to respond more promptly if requests are made in writing and include as much detail as possible.

12. HOW DO WE DEAL WITH COMPLAINTS ABOUT PRIVACY?

- 12.1 If you feel that we have not respected your privacy or that we have conducted ourselves inconsistently with this Privacy Policy, please contact our Privacy Officer in any of the ways specified in paragraph 13 and advise us as soon as possible. We will investigate your queries and complaints within a reasonable period depending on the complexity of the complaint. We will, on request, provide information regarding our complaint procedure.
- 12.2 It will assist us to respond to your complaint promptly if it is made in writing. Please detail information relevant to your complaint.
- 12.3 We will notify you of the outcome of our investigation.

13. WHAT TO DO IF YOU HAVE A QUESTION, PROBLEM OR WANT TO CONTACT US ABOUT OUR USE OF YOUR PERSONAL INFORMATION OR THIS PRIVACY POLICY

- 13.1 If you:

- (a) have a query or concern about this Privacy Policy or our Personal Information handling processes
- (b) wish to make a complaint in relation to a breach of your privacy
- (c) would like to access your Personal Information held by us
- (d) would like to update or correct your Personal Information held by us, or
- (e) would like to opt out of direct marketing,

please contact the applicable Privacy Officer in any of the following ways:

- » Email Address: privacy@localcover.com or
- » Mailing Address: ATTN: General Counsel, LocalCover Group, P O Box 74 562, Greenlane, Auckland NZ, 1543.

14. DEFINITIONS

- 14.1 Unless the context requires otherwise in this Privacy Policy, references to:

Apps mean any software apps made available from time to time by LocalCover.

Australian Privacy Act means the Australian *Privacy Act 1988 (Cth)*.

Claim means any request or demand for services to or for a Covered Product made by you under a Warranty or made by you under any Insurance.

Cookie means a small text file that is transferred to a user's computer hard drive by a website for the purpose of storing information about a user's identity, browser type or website visiting patterns.

Covered Product means your product listed in the Cover Summary in the applicable Warranty Terms.

Insurance means any insurance policy or product procured for you by LocalCover.

LocalCover, we, us or ours means LocalCover Worldwide Limited NZBN 9429041532096 and its related companies and entities (related entities).

Personal Information means information or an opinion, whether true or not, and whether recorded in a material form or not, about an identified individual or an individual who is reasonably identifiable, and also means any information provided by and/or related to an identified individual or an individual who is reasonably identifiable, and includes anything defined as personal information in any applicable privacy-related law.

Privacy Policy means this Privacy Policy as amended by us from time to time.

Products and Services mean any products or services provided by LocalCover including the provision of LocalCover's Apps or the administration of a Claim in accordance with the Warranty Terms.

Sensitive Information has the meaning given to it by any applicable privacy and data protection and transfer law.

Warranty means the online international cross-border retailer warranty against defects provided to you under the Warranty Terms for your Covered Product whether provided as a warranty or as insurance and includes any form of extended warranty provided by warranty or insurance.

Warranty Terms means the terms and conditions provided to you in respect of a Warranty.

Website means the website at www.localcover.com, including its subdomains and any other website we operate from time to time.

This Privacy Policy was last updated on 01 July 2017.