

# TERMS AND CONDITIONS

## WEBSITE TERMS AND CONDITIONS

If you use this website (**"the website"**) you agree to be bound by these terms and conditions. If you do not accept these terms and conditions you should not use the website.

## DEFINITIONS

In these terms and conditions, **"we"** and **"us"** refers to the owner of the website whose registered office is First Floor, 75/77 Cornhill, London EC3V 3QQ. Our company registration number is 03726678. We are registered with the FCA with FRN 308372 which can be verified at <https://register.fca.org.uk/>. The term 'you' refers to the user or viewer of our website.

## ACCESS TO THE WEBSITE AND CONTENT

1. The information provided by us on the website is not in any way an invitation or recommendation to buy any products or services featured and you should seek appropriate advice. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
2. We will endeavour to allow uninterrupted access to the website, but access to the website may be suspended, restricted or terminated at any time.
3. We reserve the right to change, modify, substitute or remove without notice any information on the website from time to time.
4. We assume no responsibility for the contents of any other websites to which the website has links.
5. This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties.

## INTELLECTUAL PROPERTY

1. The copyright in the material contained in the website, together with the website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to us, its subsidiaries or the providers of such information. All rights are reserved. None of this material may be reproduced or redistributed for any commercial purpose whatsoever without our written permission. You may, however, download or print a single copy for your own non-commercial off-line viewing.

2. All data contained in or extracted from the website using a quote generator (including any premiums) belongs to us or the providers of such information. All rights are reserved. None of this data may be reproduced, redistributed or used in any price or premium comparison without our written permission.
3. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. Nothing on the website confers on any user the right to use any such logo, name, image or trademark.
4. You shall retain ownership of all copyright in data you submit to the website. You grant us a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.
5. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
6. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

## **EXCLUSIONS OF LIABILITY**

1. We use reasonable endeavours to ensure that the data on the website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. We do not monitor, verify or endorse information submitted by third parties for posting on the website and you should be aware that such information may be inaccurate, incomplete or out of date. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the website. We do not guarantee that the website will be fault free and do not accept liability for any errors or omissions.
2. Due to the nature of electronic transmission of data over the internet, and the number of users by whom data is posted on to the website, any liability we may have for any losses or claims arising from an inability to access the website, or from any use of the website or reliance on the data transmitted using the website, is excluded to the fullest extent permissible by law. In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation whether in contract, tort or otherwise arising out of or in connection with this agreement or use of the website save where such liability cannot be excluded by law.
3. We do not give any warranty that the website is free from viruses or anything else which may have a harmful effect on any technology.

## **PRODUCT AND SERVICES TERMS AND CONDITIONS**

1. The content of the website does not constitute an offer by us to sell products and services. Your application to purchase a product or service represents an offer by you that we may accept or reject depending on the terms and conditions of that product or service. After you make an application through the website to purchase a product or service, on the basis that the product or service is available to you and your offer is accepted, you will receive confirmation of your purchase.
2. The information on the website does not necessarily represent complete details of all terms, conditions and exclusions and the precise cover provided will be included in the policy documents and other related documents issued to you.

3. If you apply for any product or service detailed on the website, these terms and conditions of use should be read in conjunction with any other terms and conditions relating to that product or service and, in the event of any conflict between these terms and conditions and the specific product or service terms and conditions, the latter shall prevail.
4. Prices and details of products and services posted on the website are subject to change without notice. All products and services are subject to availability and we give no guarantee in this regard.

## **HOW WE USE COOKIES**

1. A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.
2. We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.
3. Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.
4. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## **USER NAME AND PASSWORD**

1. On registering with us, you are issued with a user name and password which must be used in order to access certain restricted parts of the website. The user name and password are personal to you and are not transferable.
2. Your name and password are the methods used by us to identify you and, so, are very important. You are responsible for all information posted on the website by anyone using your user name and password and any payments due for services accessed through the website by anyone using your user name and password. Any breach of security of a user name and password should be notified to us immediately.
3. You may not adapt or circumvent the systems in place in connection with the website, nor access the website other than through normal operations.

## **DATA SUBMITTED BY USERS**

1. We accept no liability for data supplied by any user for display on the website and the limitations in the section "Exclusions of Liability" above apply.
2. If you submit data for display on the website you are responsible for ensuring that the data is accurate, complete and up to date and for updating that data where necessary.

3. If you submit data for display on the website you are responsible for ensuring that no data is uploaded or submitted which is untrue, defamatory, obscene or abusive or otherwise objectionable or in breach of any applicable laws or rights of third parties.
4. You warrant that you have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the website is free from viruses and anything else which may have a contaminating or destructive effect on any part of the website or any other technology.
5. We reserve the right (without limiting our rights to seek other remedies) to remove offending material placed on the website that we consider to constitute a misuse of the website or which is otherwise harmful to other users of the website.
6. You will indemnify us for any claim or loss (including without limitation, economic loss) suffered by us arising out of your failure to observe any of the terms of this condition.
7. You may choose to restrict the collection or use of your personal information in the following ways:
  - whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
  - if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [email address]

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to [address].

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible at the above address. We will promptly correct any information found to be incorrect.

8. You should be aware that if you do not answer any question openly and honestly. Where you do make a misrepresentation,

(i) For reasonable misrepresentations, we will pay the claim.

(ii) For careless misrepresentations, we will consider a proportionate remedy, based on what we would have done had we known the facts.

(iii) For deliberate or reckless misrepresentations, we may refuse the claim.

## **CREDIT AND DEBIT CARD TRANSACTIONS**

We retain the credit and debit card details you provide to us after payment has been made. This assists in reducing credit card fraud and enables us, where appropriate, to make any necessary refunds or collect any additional premiums or

charges for any product you have purchased by credit or debit card either back to or from the credit or debit card account used to make the initial purchase.

## **USE OF PERSONAL INFORMATION**

You agree that personal information will be dealt with in accordance with our Privacy Policy.

## **TERMINATION**

1. We may terminate your access to the website and the services within it at any time.
2. All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.

## **TELEPHONE CALLS AND EMAILS**

Telephone calls using numbers provided on this website and email correspondence with us as a result of your use of the website may be recorded or monitored. By using these communication methods you are consenting to these activities occurring.

## **GENERAL**

1. If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.
2. We may modify these terms and conditions at any time by publishing the modified terms and conditions on the website. Any modifications shall take effect on the date they have been published on the website.
3. If you breach these terms and conditions and we do not take action against you immediately we are still entitled to enforce our rights in respect of that breach or any subsequent breach.

## **JURISDICTION AND GOVERNING LAW**

1. Unless otherwise specified, the products and services described on this website are available only to UK residents. The information on this website is directed only at UK residents and may not comply with laws of any other country and any person who accesses this website from outside of the UK is responsible for compliance with local laws, if applicable.
2. These terms and conditions shall be governed by and construed in accordance with English law.
3. Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.