

TERMS OF USE FOR THE CFC ONLINE QUOTING AND BINDING, MID TERM ADJUSTMENT AND DOCUMENT ISSUANCE SYSTEM.

These are the general Terms of Use of **CFC Underwriting Limited (CFC)** for obtaining an insurance quotation, binding insurance cover, arranging mid term adjustments and/or obtaining insurance documentation from **CFC** through the **System**. Please read these **Terms of Use** carefully. **Your** use of the **System** will be subject to these **Terms of Use** and any subsequent amendments to these **Terms of Use**.

By accepting a password, it is understood and agreed that You have read these **Terms of Use** and agree to be bound by them.

1. Definitions and Interpretation

1.1 In these **Terms of Use** (which includes the **Privacy Statement** set out in the Schedule 1) the following terms shall have the following meanings:

Authorised User	any employee or agent of Yours who, at Your request, CFC authorises to use the System ;
CFC	CFC Underwriting Limited whose registered office is at 85 Gracechurch Street, London, EC3V 0AA, United Kingdom (Reg. no 3302887) on its own behalf, and as agent on behalf of certain Managing Agents at Lloyd's and/or Insurance Companies;
Your Client	Your principal on whose behalf You are accessing the System as insurance broker and as Your agent;
Contract	any contract of insurance (to which Your Client is a party) concluded via the System ;
Insurance Information	any data posted onto the System relating to contracts of insurance;
Privacy Statement	the privacy statement at Schedule 1 of these Terms of Use;
Other Users	any person whom CFC has authorised to use the System who is neither You nor an Authorised User ;
System	CFC's computer system and database including the online interface through which You can bind cover obtain insurance quotations, mid term adjustments and certificates and endorsement documentation;
System Users	all Authorised Users and Other Users ; and
You	means You the broker acting on behalf of Your Client, and " Your " and " Yours " shall be construed accordingly, and where applicable includes Authorised Users .

1.2 In these **Terms of Use**:

- 1.2.1 words importing the singular shall include the plural and vice versa, the headings are included for convenience only and shall not affect interpretation, any phrase introduced by the words including, includes, in particular or for example or similar shall be construed as illustrative and shall not limit the generality of the related general words;
- 1.2.2 references to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time and unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies; and
- 1.2.3 where expressions used are not specifically defined and are capable of having a special meaning according to the usage or custom of the insurance trade, such expressions are to be interpreted accordingly.

2. **Application of these Terms of Use**

These **Terms of Use** (as varied) constitute the entire agreement between **You** and **CFC** in relation to **Your** use of the **System** and supersede any previous agreement or understanding between **You** and **CFC** in relation to the subject matter. In the event of any conflict between these **Terms of Use** and any terms of business entered into generally as regards **Your** relationship with **CFC** ("**Terms of Business**") these **Terms of Use** shall prevail, but only to the extent necessary to resolve any conflict or inconsistency between such **Terms of Business** and these **Terms of Use**. Other than as expressly stated herein, these **Terms of Use** do not govern or affect the terms of any **Contract** or the obligations to be performed or risks or liabilities assumed under any **Contract**.

3. **Authorisation**

- 3.1 Following **Your** request, **CFC** shall issue to certain of **Your** named employees written authority ("**Authorisation**"), including a **User** name(s) and password(s), in order that such employees may access the System on **Your** behalf. Such Authorisation may reflect different levels of access rights to the **System**. You will be responsible for ensuring **Your Authorised Users** do not exchange usernames and/or passwords so as to enable them to gain rights of access to the **System** which they are not permitted.
- 3.2 **You** shall comply with all provisions set out in each **Authorisation**.
- 3.3 **You** shall keep all passwords confidential at all times and use all reasonable endeavours to prevent unauthorised access to the **System**, including maintaining and enforcing guidelines and security procedures for limiting access to the **System** only to **Authorised Users**. Such guidelines and procedures must incorporate adequate safeguards to protect against direct or indirect access to the **System** by persons other than **Authorised Users** and **You** shall make a copy of such guidelines and procedures available to **CFC** on request.
- 3.4 For security purposes, **CFC** may from time to time issue **You** with updated passwords in respect of any **Authorised Users**.
- 3.5 **You** will be responsible for any acts or omissions of **Authorised Users** as if they were **Your** acts or omissions, and for any unauthorised access to the **System** which results directly or indirectly from any breach by **You** of these **Terms of Use**.

3.6 **You** will notify **CFC** immediately upon becoming aware of any unauthorised use of the **System** or breach of security, and immediately that any **Authorised User** ceases to be employed by **You** and/or that **You** otherwise wish to withdraw or restrict access to the **System** by any **Authorised User**.

4. Compliance with legislation

4.1 **You** must comply with all relevant legislation in each country and state from which **You** access the **System** or which may have jurisdiction over the use of the **System**. If access from any country or state would render use or provision of the **System** unlawful (either on **Your** part or the part of **CFC**) then such access must not be attempted. **You** shall indemnify **CFC** on demand in respect of any loss or damage **CFC** may suffer or incur as a result of **Your** failure to comply with the provisions of this Clause 4.1.

4.2 The **System** is offered only to brokers on behalf of their business customers for their business purposes [based in the United Kingdom], and not to any customers directly.

4.3 **You** agree to comply with all applicable law, statutes and regulations in connection with the use of the **System**.

4.4 Insurance quotations and insurance cover may only relate to companies registered in the United Kingdom and overseas subsidiaries.

5. Services

5.1 The **System** is intended to give **You** information and quotations for new business and renewals and mid term adjustments relating to insurance cover offered by **CFC** for **Your Clients**.

5.2 Certificates of insurance and endorsements will be issued by the **System**.

5.3 Insurance quotations given and certificates and endorsements issued through use of the **System** are for **Your** and **Your Client's** benefit only. Quotations and certificates may not be transferred or used for the benefit of anyone other than **Your Client**.

5.4 Any insurance quotations given or certificates or endorsements issued are subject to the terms of the policy document, which is available from **CFC**. **You** should read the terms of the policy before **You** agree to accept on behalf of **Your Clients** any insurance quotations received from **CFC**.

6. Restrictions of Use

6.1 As a condition of **Your** use of this **System** **You** agree that **You** will only use the **System** for lawful purposes in the course of **Your** normal insurance broking business activities and will not:

6.1.1 reverse engineer or decompile (whether in whole or in part) any software at the **System** (save to the extent expressly permitted by applicable law);

6.1.2 disclose, publish, transfer or otherwise make available any of the **Insurance Information** on the **System** or information learned by **You** whilst using the **System** without **CFC's** prior written agreement;

6.1.3 enter those parts of the **System** that are protected by password unless **You** have a valid password;

- 6.1.4 remove, change or obscure any product identification or notices of proprietary rights and restrictions on or in the **System**;
 - 6.1.5 remove any copyright, trade mark or other intellectual property right notices contained in material on the **System**;
 - 6.1.6 make copies, modify or alter (including the creation of HTML links to or from the **System**) all or any part of the **System** or any materials contained on the **System** without **CFC's** prior written agreement;
 - 6.1.7 publish, post, upload, distribute, disseminate or otherwise transmit, information or pictures that are obscene or pornographic, threatening, menacing, racist, offensive, defamatory, libellous, slanderous or are otherwise unlawful on the **System** and **You** will take reasonable precautions to prevent the transmission of such material;
 - 6.1.8 upload files to the **System** that contain software or other materials in breach of any intellectual property rights or in breach of confidence;
 - 6.1.9 hack into, deliver viruses or other material which is malicious or technologically harmful or forward chain letters, surveys, contests, pyramid schemes or engage in any other behaviour intended to inhibit any **Other User** from using and enjoying the **System** or is otherwise likely to damage or destroy the reputation of **CFC** or the **System**.
 - 6.1.10 use the **System** for benefit of any third party other than in **Your** capacity as an insurance broker on behalf of **Your Clients**;
 - 6.1.11 send any unsolicited promotional or advertising material, spam or similar materials or volume messages which may interfere with the operation of the **System** or with the enjoyment of this **System** by **Other Users**.
 - 6.1.12 use the **System** fraudulently or in connection with a criminal offence:
 - 6.1.13 obtain excessive numbers of quotations, or use the proposal to obtain quotations in a manner which prevents or hinders any Other User's ability to obtain quotations or insurance policies, or otherwise create a nuisance of **Yourself**; or
 - 6.1.14 attempt to bind cover without obtaining the prior authorisation of **Your** client.
- 6.2 **CFC** has the right but not the obligation to monitor the use of the **System** by the **Users**. However, **CFC** reserves the right to disclose any information as required by law and/or to remove, refuse to post, or to edit such information and materials, and to take such other action as may be reasonably necessary to prevent any breach of these Terms of Use. **CFC** will promptly provide **You** with full details in writing of any such actions unless prohibited from doing so by law or regulation.
- 6.3 **CFC** reserves the right to block the access of any **Authorised User** at any time, either temporarily or permanently, to the **System**, if **CFC** deems, in its absolute discretion, that it is reasonable to do so but shall make available records of previous transactions upon receipt of **Your** reasonable request.
- 6.4 The quotation and certificate are provided by **CFC** solely for **Your** use as an insurance broker. **You** must not re-sell or attempt to resell any quotation, certificate or policy to anyone else other than where necessary in the normal course of carrying out **Your** business.

7. Contracting

- 7.1 Other than in respect of its formation, nothing in these **Terms of Use** shall affect the obligations to be performed under any **Contract**.
- 7.2 **You** agree (on **Your** own behalf and that of **Your Clients**) that the exchange of data via the **System** is a valid means of forming a **Contract** and that neither **You** nor **Your Client(s)** will challenge the admissibility as evidence of any **Insurance Information**, on the sole ground that such **Insurance Information** is an electronic communication, nor contest the validity of any **Contract** on the sole ground that it was effected electronically via the **System**.
- 7.3 **You** agree (on **Your** own behalf and that of **Your Clients**) that if any legislation or regulation requires any **Contract** to be in writing, any **Contract** formed electronically via the **System** will be deemed to satisfy that requirement, and that if any legislation or regulation requires any **Contract** to be signed, an electronic signature incorporated into or associated with a **Contract** will be deemed to satisfy that requirement.
- 7.4 Without prejudice to Clause 6.1.12, **You** are responsible for any **Insurance Information** sent by **Authorised Users**, or by any person accessing the **System** using any of **Your** usernames and passwords. **You** agree that neither **You** nor **Your Clients** may challenge the validity of any **Contracts** concluded by any **Authorised User** or any other person accessing the **System** using **Your** usernames and passwords solely on the basis that such person was not duly authorised to conclude such a **Contract**, unless the fact that such person was not duly authorised was manifestly obvious at the time such **Contract** was formed.
- 7.5 **Insurance Information** sent via the **System** will be deemed to have been received when such **Insurance Information** is recorded by the **System** as having been received.
- 7.6 A **Contract** will be formed, or changes to a **Contract** formalised, where the **System** records that an offer to enter into a **Contract**, or an offer to change the terms of a **Contract** by one user of the **System**, capable of acceptance, has been accepted by another user of the **System**.

8. Rights

- 8.1 The **System** and the trademarks used in connection with the **System** are owned by **CFC** and/or its licensors. **You** are not granted any right or interest in these except as stated in these **Terms of Use**.
- 8.2 Copyright in the whole and every part of this **System** belongs to **CFC** or its Group Companies or its licensors, unless otherwise indicated, and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form or in any media by any person without the prior written consent of **CFC**.
- 8.3 **You** shall notify **CFC** immediately if **You** become aware of any unauthorised access of the **System** or suspected infringements of the rights set out at clauses 8.1 and 8.2 above.

9. Operation of the System

- 9.1 **CFC** may change the format of the **System** at its sole discretion from time to time.
- 9.2 **CFC** may, from time to time suspend the operation of the **System** for repair or maintenance work, or in order to update or upgrade the **Insurance Information** or functionality of the **System**. **CFC** will use all reasonable endeavours to undertake such repairs, maintenance or amendments to the **System** as quick as possible.

9.3 **You** are responsible for obtaining and updating **Your** own web browser, and for all sums payable in respect of connection to the internet including any telecommunications charges for time spent online in respect of use of the **System**.

9.4 **You** will comply with all reasonable directions and instructions given by **CFC** in relation to the use of and access to the **System**.

10. **Payment**

10.1 All premiums due to **CFC** and received by **You** shall be settled according to the **Terms of Business** agreed between **You** and **CFC**.

10.2 All payments must be made by cheque or electronic transfer.

11. **Disclaimer and Limitations of Liability**

11.1 **CFC** makes no representation or warranty (express or implied) or provides any advice about the suitability of the insurance offered via the **System** or about the accuracy, quality or completeness of any information or materials made available on third party web sites linked from the **System**. **You** agree (on **Your** own behalf and on behalf of **Your** Clients) that **CFC** shall not be liable for any action taken by **You** or **Your** Clients as a result of relying on any information provided in third party web sites or for any loss or damage suffered by **You** or **Your** Clients taking such action.

11.2 Without prejudice to clause 11.4, in no event shall **CFC** be liable (whether for breach of contract, negligence or for any other reason) for any loss of profits, loss of sales, loss of revenue, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect, consequential or special loss arising out of or in connection with the **Your** use of the **System** or the non-availability of the **System**.

11.3 Subject to clause 11.4, **CFC's** aggregate liability in respect of claims arising out of or in connection with these use of the System, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed £1,000,000.

11.4 Nothing in this Terms of Use is intended to affect **CFC's** liability for death or personal injury arising from **CFC's** negligence, nor **CFC's** liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

11.5 **You** shall indemnify **CFC** on demand and keep **CFC** at all times indemnified against any proven foreseeable and fully mitigated loss or damage arising from **Your** unauthorised use of the **System** and from all proven and fully mitigated actions, proceedings, claims, demands, costs (including legal costs), awards and damages arising from any breach or non-performance by **You** of any of **Your** obligations under these Terms of Use.

11.6 **CFC** shall handle **Insurance Information**, or any information which **You** supply through the **System**, in accordance with our **Privacy Statement** (as amended from time to time).

11.7 **You** are solely responsible for both **Your** and all **Authorised Users'** use of the **System**, username, password and any information that **You** or an **Authorised User** makes available on the **System** from time to time and for any consequences or effects (whether direct or indirect) of such use.

11.8 **CFC** does not warrant that the System will be uninterrupted or error or defect free.

12. Declaration

12.1 By obtaining a quotation or renewing a **Contract** via the **System** **You** are declaring that:

12.1.1 to the best of **Your** knowledge and belief all information supplied by **You** is true and complete and no material facts have been misstated or suppressed (incorrect information could invalidate all or part of the **Contract**)

12.1.2 **You** undertake to inform us of any material alteration to the information provided (of which **You** are aware or which you reasonably ought to have been aware of) which occurs before any **Contract** based on such information is incepted or renews.

12.2 **You** acknowledge that failure to comply with clause 12.1 may result in a reduction in or withdrawal of relevant insurance cover.

13. Liability for Third Parties

You shall be responsible for any unauthorised use of the **System** by any of **Your** employees, agents, sub-contractors or third parties who may have accessed the **System** from **Your** offices, or any systems within **Your** control, or by using any passwords issued to **Authorised Users**.

14. Right to Terminate

14.1 **CFC** reserves the right to terminate **Your** access to the **System** at any time and without notice, for any reason whatsoever.

14.2 In the event of termination **You** shall destroy all passwords in **Your** or any **Authorised User's** possession or control and cease and procure that **Authorised Users** cease to access the **System**.

14.3 Termination of the **System** or **Your** use of the **System** shall be without prejudice to any **Contracts** formed via the **System**.

15. Use of Data

15.1 Personal data provided by **You** to **CFC** will be held and processed in the manner set out in the **Privacy Statement**.

15.2 No details of the **System** which are not publicly available shall be disclosed by **You** to any third party without the prior written consent of **CFC** unless required by the operation of law, court order, or any competent regulatory or supervisory authority.

15.3 **You** warrant that, in respect of any personal data forming part of **Insurance Information** uploaded by **You** onto the **System** all such personal data has been collected and processed, where applicable, in accordance with the applicable data protection regulations, and **You** shall indemnify **CFC** for any loss or damage which may arise, directly or indirectly, as a result of **Your** failure to comply with any obligation under such data protection regulations.

16. General

16.1 These **Terms of Use** shall be governed by and interpreted in accordance with the laws of England and **You** consent to the exclusive jurisdiction of the English courts in all disputes arising out of or relating to the use of this **System**.

- 16.2 The **System** is operated and controlled by **CFC** from its offices in the United Kingdom. **You** agree that **CFC** may sub-contract the performance of any its obligations or may assign these **Terms of Use** or any of its rights or obligations subject to giving **You** reasonable prior written notice.
- 16.3 No failure to exercise or delay in exercising any right or remedy provided under the **Terms of Use** or by law constitutes a waiver of any right or remedy, nor shall it prevent or restrict any future exercise or enforcement of any right or remedy.
- 16.4 If any provision of these **Terms of Use** is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force and the remainder of the provision in question shall not be affected.
- 16.5 **CFC** may amend, vary or supplement these **Terms of Use** subject to providing **You** with a minimum of 10 days prior written notice of the revised **Terms of Use**. **CFC** will post a notice of any such amendments on the **System** and such amended terms will only be effective after the expiry of the minimum notice period specified herein. These **Terms of Use** (as varied from time to time) form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to **Your** use of the **System**.
- 16.6 **Your** and an **Authorised User's** right to use the **System** is personal. Neither **You** nor an **Authorised User** may assign, sub-license or otherwise transfer the right to use the **System** to any other person.
- 16.7 No third party shall have any rights under or in connection with these **Terms of Use** by virtue of the Contracts (Rights of Third Parties) Act 1999, except that any underwriter of insurance products available via the **System** ("**Underwriters**") may enforce in its own right and for its own benefit any rights attributed to it as an **Underwriter** and in addition to any rights of **CFC** under these **Terms of Use**.

17. **Contact**

You may contact **CFC** about any problems or questions with the **System** at enquiries@cfcunderwriting.com.

Schedule 1

Privacy Statement

CFC Underwriting Limited takes the privacy of **System Users** seriously. This statement explains **CFC's** privacy and data protection practices.

What information does CFC collect and how?

The information that **CFC** collects via the **System** may include:-

- personal information that **You** provide and submit to **CFC** for the purposes of obtaining insurance (and **You** warrant that **You** have permission to provide such personal information from **Your Client**) such as **Your Client's** name, address, e-mail address, name and type of business and similar information.

- **Your** preferences and use of e-mail updates that are recorded by e-mails **CFC** send **You** (only if **You** have selected to receive e-mail updates on **CFC** products).

What does CFC do with Your information?

CFC is committed to respecting **Your** and **Your Client's** privacy and any personal information that **CFC** obtains from this **System** will be collected and used in accordance with the Data Protection Act 1998 and other applicable UK legislation. The information **CFC** collects may be:-

- used by **CFC** to carry out its obligations arising from any **Contracts**, which may include disclosing information to loss adjusters, lawyers and other experts, to a court or tribunal, insurance intermediaries or insurance companies, and other specialists or providers of services to **CFC** or **CFC's** group of companies. used for the purposes of insurance administration by us or by other companies within the **CFC** group of companies or its agents, and
- disclosed to applicable legal and regulatory bodies for the purposes of monitoring and/or enforcing **CFC's** compliance with any regulatory requirements and to comply with **CFC's** legal obligations in respect of the prevention and detection of fraud and other crimes.

CFC may disclose aggregate statistics about **CFC** site visitors, customers and sales in order to describe **CFC's** services to prospective partners, advertisers and other reputable third parties and for other lawful purposes, but these statistics will include no personally identifying information.

CFC may disclose personal information if required to do so by law or if **CFC** believe that such action is necessary to protect and defend the rights, property or personal safety of **CFC**, the **System** or its **System Users**.

Where the **System** contains links to other websites **CFC** is not responsible for such sites.

In the event that **CFC** undergoes reorganisation or is sold to a third party, any personal information **CFC** holds about **You** or **Your Clients** may be transferred to that reorganised entity or third party, provided that its usage of the information remains in accordance with this **Privacy Statement**.

How does CFC protect Your information?

As required by the Data Protection Act 1998, **CFC** follow strict security procedures in the storage and disclose of information which **You** or **Your Client's** have given to **CFC**, to prevent unauthorised access or loss of such information.

The data that **CFC** collects from **You** or **Your Clients** may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). By submitting **You** or **Your Clients** personal data, **You** agree on behalf of **Your Client** to this transfer, storing or processing. **CFC** will take all steps reasonably necessary to ensure that **You** or **Your Client's** data is treated securely and in accordance with this **Privacy Statement**.

Your acceptance of these terms

By using the **System You** consent on behalf of **You** and **Your Clients** to the collection and use of personal information by **CFC** and this **Privacy Statement**. If **CFC** changes its **Privacy Statement** in any way, **CFC** will post these changes on this page.

Your rights

You can ask **CFC** to update, correct or remove **Your** or **Your Client's** personal information by e-mail or by writing to **CFC**. **You** and **Your Clients** also have the right to request a copy of all the personal information **CFC** hold about **You** and **Your Clients**.

Please e-mail any questions, concerns or comments You have about these **Terms of Use** to dwalsh@CFCunderwriting.com or write to:

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