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**GENERAL TERMS AND CONDITIONS**  
**FOR USE OF THE**  
**FURNESS UNDERWRITING LIMITED WEB SITE (the "Web Site")**

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## **IQE GENERAL TERMS AND CONDITONS**

(Dated: 30<sup>th</sup> November 2010)

These are the general terms and conditions of **Furness Underwriting Limited** ("FUL") for the use of the Web Site and for obtaining an insurance quotation and/or obtaining an insurance certificate through FUL from the Web Site (the "**Services**"). Your use of the Web Site and the Services, or that of any other Authorised User, will be subject to these terms and conditions and any subsequent amendments provided that we give notice in accordance with clause 10 below. By accepting a password, it is understood and agreed to, that you have read and accepted these terms and conditions.

For the purpose of these general terms and conditions of use, the Web Site means <http://www.furnessinsurance.com>.

### **1. Use of the Services and Web Site**

Your company must be established within the European Economic Area (EEA), and authorised and regulated by the relevant regulatory authority.

The Web Site and the Services are offered only to you as an Insurance Intermediary acting on behalf of your commercial clients (and not otherwise) and not for the purpose of obtaining insurance cover for any business established outside of the EEA unless otherwise agreed.

You agree to comply with all applicable law, statutes and regulations in connection with the use of the Web Site and Services.

Insurance cover only relates to businesses registered within the EEA.

If you continue to use this Web Site you are agreeing to comply with and be bound by the following terms and conditions of use which may be enforced against you by FUL. The term 'You' refers to the user or viewer of our Web Site, acting in your capacity as an Insurance Intermediary. The term 'Authorised User' refers to any person employed and authorised by you to use the Website. The term 'Other User' refers to any other person not authorised by you to use the Web Site.

### **2. Services**

The Web Site is intended to give you information and quotations in relation to insurance cover offered by FUL.

FUL will issue certificates of insurance and/or reinsurance certificates to you online.

Insurance certificates issued through use of the Web Site are for your benefit only. It is your responsibility to ensure that all information provided by you and your client is correct. Certificates may not be transferred or used for the benefit of anyone else.

Any insurance certificates issued are subject to the terms of the policy document, which is available on this Web Site. You should read the terms of the policy before you purchase on behalf of your clients any insurance from FUL.

Any insurance provided to you is for the sole use of you and your client.

### **3. Restrictions of Use**

As a condition of your use of this Web Site and the Services you agree that you will not:

- (a) reverse engineer or decompile (whether in whole or in part) any software at the Web Site (save to the extent expressly permitted by applicable law);
- (b) other than where necessary in the normal course of carrying out your business disclose, publish, transfer or otherwise make available any of the contents of the Web Site or information learned by you whilst using the Services or visiting the Web Site;
- (c) remove, change or obscure any product identification or notices of proprietary rights and restrictions on or in the Services and/or the Web Site;
- (d) remove any copyright, trade mark or other intellectual property right notices contained in material on the Web Site or Services;
- (e) other than where necessary in the normal course of carrying out your business make copies, modify or alter (including the creation of HTML links to or from the Web Site) all or any part of the Web Site or any materials contained on the Web Site;
- (f) knowingly 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 Web Site and you will take reasonable precautions to prevent the transmission of such material;
- (g) upload files to the Web Site that contain software or other materials in breach of any intellectual property rights or in breach of confidence;
- (h) hack into, deliver viruses or forward chain letters, surveys, contests, pyramid schemes or engage in any other behaviour intended to inhibit any other person from using and enjoying the Web Site and/or Services or is otherwise likely to damage or destroy the reputation of the Web Site and/or Services.

### **4. Unlawful or Improper Use**

You must use the Services only for lawful purposes. You must not:

- (a) use the Services fraudulently or in connection with a criminal offence;
- (b) knowingly use the Services to obtain quotations for insurance coverage using incorrect information;
- (c) obtain excessive numbers of quotations, or use the proposal to obtain quotations in a manner which prevents or hinders other persons' ability to obtain quotations or insurance policies, or otherwise create a nuisance of yourself or to the Web Site and/or Services;
- (d) attempt to accept a quotation without obtaining the consent of the client
- (e) use the system to transmit or communicate messages of an improper, inappropriate or defamatory nature.

FUL accepts no obligation to monitor the use of the Web Site and/or the Services by any user.

However, FUL 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 occurring. FUL will promptly provide you with full details in writing of any such actions unless prohibited from doing so by law or regulation.

FUL reserves the right to block the access of any user at any time, either temporarily or permanently, to the Web Site and/or the Services, if FUL 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.

The insurance certificate is provided by FUL solely for your own use. You must not re-sell or attempt to resell any certificate or policy to anyone else other than where necessary in the normal course of carrying out your business.

## **5. Rights**

The Web Site (including the software used to operate it) and the trademarks used in connection with the Services and the Web Site are owned by FUL and/or its licensors. You are not granted any right or interest in these except as stated in these terms.

You shall notify FUL immediately if you become aware of any unauthorised access, use or copying by any person.

## **6. Operation of the Services and Web Site**

FUL may change the format and content of the Services or the Web Site at its sole discretion from time to time.

FUL may, from time to time suspend the operation of the Services or Web Site for repair or maintenance work, or in order to update or upgrade the contents or functionality of the Services or Web Site. FUL will use all reasonable endeavours to undertake such repairs, maintenance or amendments to the Web Site as quickly as possible.

You are responsible for obtaining and updating your own web browser, operating systems, required add ins or ancillary software or hardware, 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 Web Site.

You will comply with all reasonable directions and instructions given by FUL in relation to the use of and access to the Web Site and Services.

You undertake to use the Web Site in accordance with all applicable regulations.

The Web Site is operated in accordance with our Privacy Policy attached.

## **7. Usage of the site for the purpose of obtaining insurance quotations or coverage**

You agree that the exchange of Messages via the Web Site is a valid means of forming an insurance contract and that You will not challenge the admissibility as evidence of any Insurance Information, whether originating from You, any Authorised User or any Other User, 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 Web Site.

You agree that if any legislation or regulation requires any contract to be in writing, any contract formed electronically via the Web Site 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.

You will accept as having originated from an Authorised User any Insurance Information that purports to have been sent by that Authorised User and, in the absence of manifest error, discrepancy, alteration or corruption of Insurance Information will accept the integrity of that Insurance Information and the authority of the Authorised User to send such Insurance Information.

You are responsible for any Insurance Information sent by Your Authorised Users or any Other Users accessing the Web Site using any of Your User names and passwords.

You may not challenge the validity of any contracts concluded by any Authorised User or any Other Users accessing the Web Site using Your User names 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.

Insurance Information sent via the Web Site will be deemed to have been received when such Insurance Information is recorded by the Web Site as having been received. You should check Your Inbox to ensure any Insurance Information You have sent has been recorded by the Web Site as received.

A contract will be formed or changes to a contract formalised where the Web Site records that an acceptance by one Web Site User of an offer to contract or an offer to change the terms of a contract capable of acceptance has been accepted by another Web Site User.

## **8. Payment**

All premiums due to FUL and received by you shall be settled no later than the date set by FUL.  
All payments must be made by electronic transfer.

If you are late in making any payment, FUL may terminate the certificate of insurance on an *ab initio* basis.

## **9. Disclaimer and Limitations of Liability**

In no event shall FUL 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 (howsoever arising).

You shall indemnify FUL and keep FUL at all times indemnified against any proven foreseeable and fully mitigated loss or damage arising from your unauthorised use of the FUL Web Site or Services and from all proven foreseeable 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 general terms and conditions.

FUL makes no representation or warranty (express or implied) or provides any advice about the accuracy, quality or completeness of any information or materials made available on third party web sites linked from the Web Site. FUL shall not be liable for any action taken by you as a result of relying on any information provided in third party Web Sites or for any loss or damage suffered by you as a result of you taking such action.

FUL does not accept responsibility for the security or content of any information which you or other users supply through the Services, except as set out in our privacy policy as amended from time to time.

You are solely responsible for your use of the Services, Web Site, username, password and any information made available on the Web Site from time to time and for any consequences or effects (whether direct or indirect) of such use.

FUL does not warrant that the Services or the Web Site will be uninterrupted or error or defect free or available for any period of time.

## **10. Right to Terminate**

FUL reserves the right to terminate your access to the Web Site and the Services at any time and without notice, for any reason whatsoever.

You may cancel any of the Services at any time by giving written notice to FUL. Any notice given by you pursuant to this clause will not remove any obligation on you in relation to Insurance Business transaction that is in progress at the time such notice is given. Moreover, notice under this clause shall not be effective notice under any contract of insurance.

On termination, you will pay all sums due and received by you up to the date of termination to FUL within 28 days of such termination.

## **11. Use of Data**

Personal data provided by you to FUL will be held and processed in the manner set out in the privacy policy set out on the Web Site.

## **12. General**

These terms and conditions 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 Web Site or the provision of the Services. The Web Site is operated and controlled by FUL from its offices in the United Kingdom. FUL makes no representation that information or material contained at its Web Site is appropriate for use in

other jurisdictions. You agree that FUL may sub-contract the performance of any of its obligations or may assign these terms and conditions or any of its rights or obligations subject to giving you reasonable prior written notice. FUL may delay enforcing its rights under these terms and conditions without losing them.

If any provision of these terms and conditions is found to be unenforceable this shall not affect the validity of any other provision.

FUL may amend, vary or supplement these terms and conditions. Any such changes may be provided to you by any reasonable means including, but not limited to, posting a revised terms and conditions on the Website. It remains your responsibility to access and check these terms and conditions whenever you access the Website as the latest version of these terms and conditions will govern any future usage by you of the Website. You will be able to determine when this was most recently revised by reading the date at the top of this page.

These terms and conditions (as varied in accordance with its terms) together with the cover note, insurance certificate and insurance schedule form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter.

### **13. Contact**

You may contact FUL about any problems or questions relating to the Web Site at [info@furnessinsurance.com](mailto:info@furnessinsurance.com). Please sign and date this document and send it to Furness Underwriting Limited at 4<sup>th</sup> Floor, 50 Fenchurch Street, London, EC3M 3JY.