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**GENERAL TERMS AND CONDITIONS**  
**FOR USE OF THE**  
**DUAL CORPORATE RISKS LIMITED WEB SITE (the "Web Site")**

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## GENERAL TERMS AND CONDITIONS

These are the general terms and conditions of **Dual Corporate Risks** for the use of this Web Site and for obtaining an insurance quotation and/or obtaining an insurance certificate through Dual Corporate Risks from the Web Site (the “**Services**”). Please read these terms and conditions carefully. Your use of the Web Site and the Services will be subject to these terms and conditions. **By accepting a password, it is understood and agreed that you have read these terms and conditions.**

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

Your company must be registered with the Financial Services Authority (FSA). Your company must be established in the UK or the Channel Islands

The Web Site and the Services are offered only to business customers for their business purposes, and not to consumers, individuals or any business established outside of the UK or other countries to be agreed.

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

Insurance quotations and insurance cover only relate to companies registered in the United Kingdom or Channel Islands. With the exception of USA and Canada all overseas subsidiaries, branches or other businesses are covered by the Services.

### 2. Services

The Web Site is intended to give you information and quotations in relation to insurance cover offered by Dual Corporate Risks Limited.

Dual Corporate Risks will issue certificates of insurance and/or reinsurance certificates online.

Insurance quotations given and certificates issued through use of the Web Site are for your benefit only, and are subject to all the information given by you and your clients being correct. Quotations, and certificates may not be transferred or used for the benefit of anyone else.

Any insurance quotations given or 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 agree to accept on behalf of your clients any insurance quotations made through Dual Corporate Risks.

### 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) 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) 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) 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;
- (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 user 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) 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 users' 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 bind cover without obtaining the consent of the client.

Dual Corporate Risks accepts no obligation to monitor the use of the Web Site and/or the Services by the users. However, Dual Corporate Risks 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.

Dual Corporate Risks 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 Dual Corporate Risks deems, in its absolute discretion, that it is reasonable to do so.

The quotation and certificate are provided by Dual Corporate Risks solely for your own use. You must not re-sell or attempt to resell any quotation, certificate or policy to anyone else.

#### **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 Dual Corporate Risks and/or its licensors. You are not granted any right or interest in these except as stated in these terms.

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

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

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

Dual Corporate Risks 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.

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 Web Site.

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

## **7. Payment**

All premiums due to Dual Corporate Risks shall be settled no later than 60 days after the inception of each certificate.

All payments must be made by cheque or electronic transfer

If you are late in making any payment, Dual Corporate Risks may terminate the certificate of insurance on an abinitio basis.

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

IN NO EVENT SHALL DUAL CORPORATE RISKS 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 DUAL CORPORATE RISKS AND KEEP DUAL CORPORATE RISKS AT ALL TIMES INDEMNIFIED AGAINST ANY LOSS OR DAMAGE ARISING FROM UNAUTHORISED USE OF THE WEB SITE OR SERVICES AND FROM ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, COSTS (INCLUDING LEGAL COSTS), AWARDS AND DAMAGES HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY AS A RESULT OF ANY BREACH OR NON-PERFORMANCE BY YOU OF ANY OF YOUR OBLIGATIONS UNDER THESE TERMS AND CONDITIONS.

Dual Corporate Risks 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 the Services or the Web Site or third party web sites linked from the Web Site. Dual Corporate Risks shall not be liable for any action taken by you as a result of relying on any information provided in the Web Site or the Services or third party web sites or for any loss or damage suffered by you as a result of you taking such action.

Dual Corporate Risks 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.

Dual Corporate Risks does not warrant that the Services or the Web Site will be uninterrupted or error or defect free.

## **9. Right to Terminate**

Dual Corporate Risks 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 no fewer than 30 days written notice to Dual Corporate Risks.

On termination, you will pay all sums due up to the date of termination to Dual Corporate Risks within 28 days of such termination.

## **10. Use of Data**

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

## **11. 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 Dual Corporate Risks from its offices in

the United Kingdom. Dual Corporate Risks makes no representation that information or material contained at its Web Site is appropriate for use in other jurisdictions. You agree that Dual Corporate Risks may sub-contract the performance of any of its obligations or may assign these terms and conditions or any of its rights or obligations without giving you notice. Dual Corporate Risks 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. Dual Corporate Risks may amend, vary or supplement these terms and conditions at any time. Dual Corporate Risks will post a notice of any such amendments on the Web Site and such amended terms will automatically be effective. 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.

## 12. Contact

You may contact Dual Corporate Risks about any problems or questions with this Web Site at [enquiries@dualcorp.co.uk](mailto:enquiries@dualcorp.co.uk)

Please sign and date this document and send it to Dual Corporate Risks Limited, 5<sup>th</sup> Floor, 8-11 Lime Street, London, EC3M 7AA

Signed by:



Name

Mr Russell Kilpatrick

Title:

Managing Director

On Behalf of:

**DUAL CORPORATE RISKS LIMITED**

## **PRIVACY STATEMENT**

**Dual Corporate Risks** takes the privacy of its users seriously. This statement explains our privacy and data protection practices.

### **What information do we collect?**

We collect information from you when you fill in the electronic registration form when you seek to register your interest to become an admitted broker to use our web site. We also collect information about your client(s) when the electronic proposal form is completed.

### **How do we use the information we collect?**

Information collected by us is used in the following ways:

- To process the proposal form of your clients and provide you with an insurance quotation
- For billing purposes if you choose to take out an insurance policy on behalf of your client from our web site
- To notify you about policy renewals
- To monitor customer traffic patterns and site usage and to improve the content and/or layout of our web site
- To process claims
- To modify insurance certificates when requested

We do not use cookies to collect information about you or your client(s) from our web site.

### **How do we protect your information?**

The information you provide to us to obtain a quotation is kept on a secure database.

As required by the Data Protection Act 1998, we follow strict security procedures in the storage and disclosure of information which you have given to us, to prevent unauthorised access or loss of such information.

We use secure server software (SSL) to encrypt financial information you send to us from our web site. While we cannot ensure or guarantee that loss, misuse or alteration of information will not occur, we use our best efforts to prevent this.

### **With whom is the information shared?**

The information is shared with certain Insurers who subscribe to the insurance certificates that are made available on our web site. We also share the information with other organisations who help us deal with any claims that you may have under the policy.

The information may be disclosed to certain insurance related bodies for the prevention and detection of fraud and other crimes.

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

We may disclose personal information if required to do so by law or if we believe that such action is necessary to protect and defend the rights, property or personal safety of ourselves, subscribing Insurers, the site or its visitors.

### **Your acceptance of these terms**

By using our web site you consent to the collection and use of this information by us and to our privacy policy. If we change our privacy policy in any way, we will post these changes on this page.

## **Your rights**

You have a legal right to a copy of all the personal information about you held by us. You also have a right to correct any errors in that information.

Please e-mail any questions, concerns or comments you have about these policies at [rkilpatrick@dualcorp.co.uk](mailto:rkilpatrick@dualcorp.co.uk) or write to us at:

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**8-11 Lime Street**  
**London**  
**EC3N 7AA**