# Terms and conditions

#### **GENERAL**

These Terms and Conditions set out the terms on which you may make use of this Website under the domain name www.holdcover.co.uk ("Website"), whether as a guest or a Registered User. Please read these Terms and Conditions carefully before you start to use the Website. By using the Website, you indicate that you accept these Terms and Conditions and that you agree to abide by them including (without limitation) those terms relating to the use of your personal data in accordance with the terms of our Privacy Policy. If you do not agree to these Terms and Conditions, please refrain from using the Website.

## **INFORMATION ABOUT US**

www.holdcover.co.uk is a trading style and website operated by Brokers Incorporated Ltd (Brokers Inc), whose registered office and principle place of business is at Jubilee House, The Drive, Brentwood Essex CM13 3FR Brokers Inc is an Insurance intermediary and regulated by the Financial Conduct Authority (FCA) www.fca.gov.uk – (FCA reg. 926283) registered in England No. 08291107.

## In these Terms and Conditions unless the context otherwise requires:

"our" or "us" or "we" means Brokers Incorporated Ltd also referred to as "Brokers Inc" "insured" means the insured under a contract of insurance "authorised transactions" are transactions or communications which are either in fact conducted and authorised by you or by an authorised third party on your behalf or which we are entitled to assume are authorised pursuant to these Terms and Conditions "contract of insurance" means a concluded contract of insurance obtained through your use of this site "site" means this Website "Terms and Conditions" means these Terms and Conditions "you" and "your" means you, the person(s) accessing this site, the Registered User of the site and where the context so requires, includes any party on behalf of whom you use this site. We reserve the right to change these Terms and Conditions from time to time. You agree to be bound by the version of these terms which appears on the site at the time of your access.

Accordingly you should check these Terms and Conditions every time you access the site.

## **JURISDICTION**

We operate the site from England and the information delivered via the site is deemed to have been delivered in England. Brokers Inc makes no representation that the material contained in the site is appropriate for use outside the United Kingdom and Europe. This site is not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) its publication or availability is prohibited. Persons to whom such restrictions apply must not access this site. You shall be solely responsible for any legal proceedings or other consequence which may arise from you choosing to access this site from outside the United Kingdom and Europe. This site and any transactions effected through it shall be governed by English Law. The English Courts shall have exclusive jurisdiction in any legal proceedings.

All products are subject to availability and may be withdrawn or amended at any time prior to conclusion of a contract of insurance.

#### **COMPLAINTS**

If you have any reason to complain about any of our products or services, let us know straight away by contacting team (see "Contact"). We will explain our complaints procedure and investigate your complaint straight away.

## INTERNET AND E-MAIL COMMUNICATIONS

Messages sent over the Internet (including e-mail) cannot be guaranteed to be completely secure as they are subject to possible interception, monitoring, delay, loss or alteration. Brokers Inc are not responsible for any such messages nor liable to you or anyone else for any damages or otherwise in connection with any messages sent by you to us or any third party or any messages sent by or appearing to be sent by us or any third party to you over the Internet (including e-mail). You should not include any sensitive or confidential information in such messages.

## **OUR MONITORING OF COMMUNICATIONS**

To help us improve our service and in the interest of security, Brokers Inc may monitor and/or record communications (whether over the Internet, telephone or otherwise) between you and us.

#### **COOKIES**

Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity. For further information visit http://www.allaboutcookies.org.

## **AVAILABILITY AND ACCURACY**

Any contract of insurance effected through brokers inc will be subject to the Terms and Conditions shown on the relevant certificate. It is your responsibility (as agent for the Insured) and that of the Insured to carefully check the relevant certificate conditions. If any information set out in any of these items is incorrect, you must notify us immediately (see "Contact"). Failure to do so may invalidate all or part of the insurance cover provided. You agree to indemnify and keep Brokers Inc indemnified from and against all liabilities costs claims and demands arising from or in respect of your failure to check such items or to notify us of any inaccuracies. If you are in any doubt as to whether certain facts are relevant or not, please call us (see "Contact"). Where there is any conflict between the provisions of these Terms and Conditions and those of any such items, the provisions of the relevant item shall prevail.

- We accept no liability in contract, tort or otherwise including negligence for inability to gain access to the site as a result of routine or emergency maintenance on the system or excessive demand for the site;
- loss of data including both data transmitted and other data held by you;
- delay or failure in transmitting or receiving material.

#### INTELLECTUAL PROPERTY RIGHTS

All material contained on the site is licenced to Brokers Inc. All intellectual property rights on the site are licenced to Brokers Inc. Brokers Inc grants you a limited licence to access any part of the site you are authorised to access; and print off pages from it.

## You may not:

- Copy, tamper or alter, distribute or use any material or design contained within Brokers Inc except as is expressly permitted by these Terms and Conditions or with our prior written consent.
- Re-use any content of Brokers Inc for any other purpose whatsoever.
- Any data generated by Brokers Inc, including any data relating to insureds and the certificates of insurance effected via Brokers Inc, shall belong to us.

LINKS TO OTHER WEBSITES

We do not accept any responsibility for the contacts of any third party website that may be linked to the site by way of hypertext link or other means of reference. You may not link the site to another site without our prior written consent. If Registered Users would like to create such a link, please contact us (see Support "Contact us" in brokers inc).

## **SECURITY**

Brokers Inc takes security very seriously and uses a security system which we believe to be one of the strongest available to protect your communications with us. Whenever you fill in a form, such as a request for a quote, it is automatically protected using software called a Secure Socket Layer (SSL) between your computer and the owners of Brokers Inc. SSL works in the following ways:

- It prevents impersonation you can tell that you are using a genuine SSL site by the padlock symbol at the bottom of the screen. Clicking on the padlock will reveal our Registration Certificate that is issued by a third party.
- It encrypts data as soon as your computer has recognised our computer, they
  encrypt all information that is passed between them. Data encryption means
  that no one else can read or change your information as it travels over the
  Internet
- It prevents scrambling SSL uses a Message Authentication Code (MAC) to prevent anyone tampering with our Internet site. Your computer will always check this code before it takes a message from us. This means that if anyone tried to interfere with a message, your computer would not recognise the code and would alert you. The Internet cannot be guaranteed as being secure and accordingly we do not offer any warranties or assurances in this respect. Similarly, whilst we may communicate with you via e-mail, we cannot accept any liability for the security or transmission of such e-mail or internet-based communications.

#### **OUR INFORMATION**

- Brokers Incorporated Ltd
- Registered in England and Wales
- Registered Number: 08291107
- Registered Office: Jubilee House, The Drive, Brentwood CM13 3FR