

## Terms of Use

These terms of use will apply when you access our website and make use of the online services. By using our website and/or the online services, you show that you agree to these terms of use. We strongly recommend that you read these terms of use carefully, and that you print a copy. If you do not agree to our terms of use in full, then you must not access our website or use the online services.

You should also read our Security and Privacy Notice on the Intact Insurance Broker Portal. By agreeing to be bound by these Terms of Use, you are agreeing to be bound by our Security and Privacy Notice <https://www.intactinsurance.co.uk/privacy-notice/>

Some online services may have additional terms of use associated with each specific application and these individual terms of use should be referred to prior to accessing.

## Information about us

The Intact Insurance Broker Portal is a service operated by Intact Insurance UK Limited ('Intact Insurance/We/Us'). Intact Insurance policies are underwritten by Intact Insurance UK Limited, Registered office: 22 Bishopsgate, London, EC2N 4BQ. Registered in England and Wales No. 00093792. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services reference number: 202323. Calls may be recorded and monitored.

## Restrictions on using this website

The use of this website is restricted to the principals, partners, directors and employees of insurance intermediaries with a current Intact Insurance agency, selected third parties, and employees of Intact Insurance UK Limited or of its associated companies. You may only use the information on this website for the purpose of advising your customers and/or potential customers about Intact Insurance's products and carrying out general insurance business as authorised under, and in accordance with, your Intact Insurance Terms of Business Agreement. Intact Insurance does not intend the information on this website be used for any other purpose or for distribution to, or use by, any person or entity in any jurisdiction in any country where such distribution or use would be contrary to law or regulation or which would subject Intact Insurance or any of its associated companies to any registration requirement within such jurisdiction or country.

Intact Insurance and Broker Users have access to the information screens and applications as defined by their respective administrators. Broker Administrators have access to the information screens and the applications that have been granted to them by Intact Insurance Administrators and the broker administration screens that allow them to grant access rights to the users within their organisations. Intact Insurance Administrators can access and view all material on the website, including broker administration screens. You may only access the parts of our website that you have been authorised to access in keeping with your user status.

You must ensure that passwords are kept confidential at all times. Any breach of any of these terms by anyone to whom you disclose your passwords will be treated as if the breach had been committed by you and will not relieve you of your obligations under these terms of use. We will be entitled to assume that all transactions effected using your username and password are in fact authorised and /or conducted by you and we may act upon these without further investigation.

You must not use the website in any way that causes or is likely

to cause access to be interrupted, or impaired in any way and you acknowledge and agree that you are responsible for electronic communications sent from your computer(s).

## Intellectual property rights

We are the owner or the licensee of all copyright, trade marks and other intellectual property rights in our website, and in the material published on it. Those works are protected by copyright and other laws and treaties around the world. All rights are reserved.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way from the website, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the materials on our website for any commercial purposes without obtaining a licence to do so from us or our licensors other than those purposes that are strictly contemplated by the terms of your Intact Insurance Terms of Business Agreement.

Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

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## Broker Administrators

Broker Administrators shall be responsible for the actions of the user population within their organisation, and deactivating the accounts of users who have left their organisation. Broker Administrators shall also be responsible for specifying which of the online services each of their user population may access.

Broker Administrators must comply with the following Service Level Agreements:

To regularly login to the Intact Insurance Broker Portal (at least every 90 days) in order that they can review the list of users (which is displayed on the first page that Broker Administrators see when they login) and what functions they have access to, and take any necessary action as required to remove users or change what they have access to.

If a member of staff, who has access to the Intact Insurance Broker Portal leaves your business you should login on or before their last day to make their account inactive.

Action new user account requests within 48 hours of request receipt. Broker Administrators must comply with and must ensure that their Broker Users comply with any data protection, competition and other applicable legislation in force from time to time.

The information you provide to us as part of the broker validation procedure forms the basis for the Broker Administrator's appointment. It is important that the information provided is true and accurate and that you are able to substantiate all the details that have been provided. If you have provided materially incorrect information as part of the validation process, your use of the password and administration rights may constitute fraud.

## Broker Principals

Broker Principals shall be responsible for the actions of the Broker Administrators within their organisation. If a Broker Administrator leaves the organisation it is the Broker Principal's responsibility to nominate a replacement by contacting Broker Support who will send out a new broker administrator authorisation document for signature and return to be held in Intact Insurance's Broker Support records. A replacement Broker Administrator should be nominated within five working days.

**Please note** – should a Broker Administrator be removed from the system as part of our rolling program of de-activating dormant users a new Broker Administrator Form will be required without exception. In the event that a new Broker Administrator Form is not submitted within the timeframe specified by Intact Insurance, Intact Insurance reserves the right to deactivate all of your users.

## Liability

The following provisions should be read carefully as they exclude or limit our legal liability in connection with your use of this website. Nothing in these terms of use attempts to exclude liability that is not permissible under applicable law, including without limitation, death or personal injury, or for fraudulent misrepresentation.

While we have taken all reasonable steps to ensure the accuracy and completeness of the content of the website, we exclude any warranties, undertakings or representations (either express or implied) to the full extent permitted under applicable law, that the website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the website or any part of the content or materials, are appropriate or available for use either in the United Kingdom or in other jurisdictions. If you use this website from other jurisdictions, you are responsible for compliance with applicable local laws.

We accept no liability in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of or access to this website (which includes without limitation) any errors or omissions contained in this website or if the website is unavailable and we shall not be liable for any direct or indirect:

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- special, incidental, consequential loss or damage, suffered or incurred arising out of or in connection with your use of this website and these terms of use.

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## Applicable law

This website, your use of it and the online services will be governed by the laws of England and Wales and in the event of a dispute arising between us, the courts of England will have jurisdiction in resolving that dispute. The pages on this website comply with the relevant UK legislation and regulations and are intended only to be used by users in the UK, the Channel Islands and the Isle of Man.

## Changes to our Terms of Use

We may change these terms of use at any time. Any change shall be effective once the revisions have been posted on this website for 30 days. As these terms of use may be updated from time to time, we suggest that you check them whenever you visit the website. If any of these provisions shall be unlawful, void or unenforceable for any reason the particular provision shall be deemed deleted and will not affect the validity or enforceability of the remaining provisions.