

## General

TUL Broker Portal is a site operated by Touchstone Underwriting Ltd and is referred to as “Our”, “We”, or “Us”. Touchstone Underwriting Ltd is registered in England and Wales under company number 2264985 and its registered office at 156 South Street, Dorking, Surrey RH4 2HF. Touchstone Underwriting Ltd is a company of the Seventeen Group. “You” represents any third party broker that has a live agency with Us.

By registering to use Our site, You indicate that You accept these terms of use and that You agree to abide by them. If You do not agree to these terms of use, please refrain from using Our site. In the event of any conflict between these Website Terms and Conditions and any other contract, these Website Terms and Conditions shall prevail unless otherwise stated. You should check these Website Terms and Conditions every time You access TUL Broker Portal since You will be bound by whatever version appears on the site at the time of Your access, although We shall use reasonable endeavours to notify You of any material changes to them.

## Accessing our online products

In order to access the TUL Broker Portal online products You must have a live agency with Us. Access to Our site is permitted on a temporary basis, and We reserve the right to withdraw or amend the service We provide on our site without notice. We will not be liable if for any reason Our site is unavailable at any time or for any period. To discuss any aspect of the TUL Broker Portal Website please call Our office on 01923 298440.

Any insurance business effected through TUL Broker Portal will be subject to the relevant Policy terms and conditions. It is Your responsibility (as Agent for the Insured) and that of the Insured to carefully check the relevant policy conditions.

We do not take responsibility for compliance or regulatory issues arising from its inclusion in any third party web sites. It is Your responsibility to ensure that the generated pages comply with the relevant regulating bodies / authorities.

## Use of TUL broker portal

If You have been granted a unique username (“Username”) and password (“Password”) You must treat such information as confidential, and You must not disclose it to any third party. You must use all reasonable endeavours to prevent unauthorised or fraudulent use of the Username and Password. You must tell Us as soon as possible if You know or suspect that someone else is aware of the Username or Password.

You are responsible for making all arrangements necessary for You to have access to Our site. You are also responsible for ensuring that all persons who access Our site through Your internet connection and Username/Password are aware of these terms, and that they comply with them.

You should ensure that Your Internet Web Browser is compatible with TUL Broker Portal.

We will be entitled to assume that all transactions effected via Your Username and Password (“Authorised Transactions”) are in fact authorised and/or conducted by You and We may act upon these without further investigation. We will not be obliged to adjust or reverse any instructions or transactions arising from an Authorised Transaction and We will not be liable to You for acting on or processing such transactions or communications, or otherwise acting on Authorised Transactions. You will indemnify Us for any loss We suffer as a result of misuse of Your Username and Password, where such misuse results from Your failure to use reasonable endeavours to prevent unauthorised or fraudulent use.

You shall not bind Us to cover with any organisation or individual who appears on the UN or HM Sanctions lists and You shall at all times be responsible for checking such list and shall indemnify Us in respect of any loss, damage, fine or other penalty arising out of Your failure to comply with this clause.

You will not post any material to the TUL Broker Portal site which is obscene, defamatory, threatening or otherwise actionable at law or which would constitute a criminal offence. You will indemnify Us against any loss We may suffer by reason of any breach by You of this obligation. We may terminate Your use of TUL

Broker Portal upon giving You seven days written notice, if practicable, or immediately if We feel that TUL Broker Portal has been, is being, or is about to be, misused in breach of these Website Terms and Conditions.

### **Data protection**

When using TUL Broker Portal You and We undertake to comply with the provisions of the Data Protection Act 1998 and all other data protection legislation in force from time to time in respect of personal information.

The data controller will be Touchstone Underwriting Ltd, whose address is:

Meridien House 71 Clarendon Road Watford Herts WD17 1DS.

### **Information about You and Your visits to Our site**

We process information about You and Your clients in accordance with Our privacy and cookies policies. By using Our site, You consent to such processing and You warrant that all data provided by You is accurate.

### **Availability and accuracy**

We will use reasonable endeavours to keep the information on TUL Broker Portal up-to-date and as accurate as possible but We do not make any guarantees regarding the accuracy of any information contained on the site, or in respect of the availability of the site. You are responsible for checking that any information You enter on TUL Broker Portal is correct. You will inform Us promptly if You become aware of any inaccuracies or incompleteness in the information You have entered onto TUL Broker Portal.

Notwithstanding the generality of the foregoing, you (as Agent for the Insured) should carefully review the contents of any policy, attached schedule, endorsements and proposal originated via TUL Broker Portal. If any information set out therein is incorrect, You must notify Us immediately. Failure to do so may invalidate all or part of the insurance cover provided.

### **Security**

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 or via the TUL Broker Portal site itself, We cannot accept any liability for the security or transmission of such e-mail or internet-based communications.

### **Our liability**

The material displayed on Our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, We, other members of Our group of companies and third parties connected to Us hereby expressly exclude:

- > all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- > any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with Our site or in connection with the use, inability to use, or results of the use of Our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - > loss of income or revenue;
  - > loss of business;
  - > loss of profits or contracts;
  - > loss of anticipated savings;
  - > loss of data;
  - > loss of goodwill;
  - > wasted management or office time; and
- > for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect Our liability for death or personal injury arising from Our negligence, Our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

### **Intellectual property rights**

All material contained on TUL Broker Portal is proprietary to Touchstone Underwriting Ltd, or its third party licensors. All intellectual property rights in TUL Broker Portal are reserved to Touchstone Underwriting Ltd or its third party licensors.

Touchstone Underwriting Ltd grants You a limited licence to:

Access any part of the site You are authorised to access; and Print off pages from TUL Broker Portal insofar as is necessary to obtain quotes, effect a contract of insurance (including printing a full copy of the relevant policy), or utilise the other functions made available to You by TUL Broker Portal.

You may not:

Copy, tamper or alter, distribute or use any material or design contained within TUL Broker Portal except as is expressly permitted by these Website Terms and Conditions or with Our prior written consent. Re-use any content of TUL Broker Portal for any other purpose whatsoever.

Any data generated by TUL Broker Portal, including any data relating to Insureds and the insurance policies effected via TUL Broker Portal, shall belong to Us.

### **Links to other websites**

Where Our site contains links to other sites and resources provided by third parties, these links are provided for Your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them.

### **Disclaimer**

Whilst We make every effort to ensure that the information contained in this site is complete and accurate, We are not liable for any errors, omissions or misleading statements on these pages, other than to Our customers. Anything on this site is for information purposes only.

Links to third party websites on the site are provided solely as a convenience to You. If You use these links, You will leave Our site. We have not reviewed any of these third party sites and We do not control nor are We responsible for any of these sites, their content or their privacy statement. Thus, We do not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If You decide to access any of the third party sites linked to this site, You do so at Your own risk.

We reserve the right to make amendments and changes to the information on this site at any time. Unless it is clearly indicated, the information provided on this site is not intended to be an offer by Us to enter into a contract with You. A contract will be formed only after We have accepted your application and have confirmed to You that a contract has been entered into.

It is Your responsibility to ensure that any software downloaded onto Your computer from this site is suitable and free from viruses.

### **Governing law**

Your use of TUL Broker Portal is governed by English law and any disputes as to these Website Terms and Conditions or Your use of TUL Broker Portal shall be referred to the exclusive jurisdiction of the Courts of England and Wales.