#### **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 Statement on the NIG Extranet Site. By agreeing to be bound by these Terms of Use, you are agreeing to be bound by our Security and Privacy Statement https://www.rsainsurance.co.uk/privacy-policy/

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 NIG Extranet is a service operated by Royal & Sun Alliance Insurance Ltd, trading as NIG ('NIG/We/Us'). NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd, Registered office: St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Registered in England and Wales No. 93792. Royal & Sun Alliance Insurance Ltd is 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 NIG agency, selected third parties, and employees of Royal & Sun Alliance Insurance Ltd 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 NIG's products and carrying out general insurance business as authorised under, and in accordance with, your NIG Terms of Business Agreement. NIG 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 NIG or any of its associated companies to any registration requirement within such jurisdiction or country.

NIG 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 NIG Administrators and the broker administration screens that allow them to grant access rights to the users within their organisations. NIG 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 NIG 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.

#### **Trademarks**

Images, logos, names and trademarks on the website are proprietary marks of NIG and/or any applicable third party. Unless otherwise agreed in writing nothing on this website shall be deemed to confer on any person any licence or right to use any such image, logo, name or trademark and any such use may constitute an infringement of the rights of the holder.

#### **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 NIG Extranet (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 NIG Extranet 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 NIG'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 NIG, NIG 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:

- economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
- loss of goodwill or reputation;
- 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.

Access to and use of this website is at your / the user's own risk and we do not warrant that the use of this website or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third parties.

This website contains links to other third party services and websites. We cannot provide any warranty (implied or otherwise) as to the accuracy or source of information contained in those websites or information you download. Links from this website to third party websites does not constitute any endorsement of these third party organisations or companies or any of their services or products and we cannot accept liability for the contents, products or the availability of those websites or for any loss or damage that you may suffer by using those websites.

## **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.

### nig.com

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd (No.93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. 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.

