

## **Terms and Conditions of Use**

These terms and conditions of use ("Terms and Conditions") explain how you are allowed to use this website (the "Site") and the operation of the Site by Hencilla Canworth, a trading name of Howden Insurance Brokers Limited ("Hencilla"). Howden Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority in respect of general insurance business under financial services register number 309639. Registered in England and Wales under company registration number 725875. Registered Office: One Creechurch Place, London, EC3A 5AF.

By using and accessing any part of the Site you will be deemed to have accepted these Terms and Conditions in full. As the Site enables you to transact business with us, the Terms and Conditions may be different to those on other Hencilla websites. Please take time to review these Terms and Conditions carefully. If you do not agree to these Terms and Conditions, please refrain from accessing or using the Site.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms, and that they comply with them

### **What you are allowed to do**

- You may only use the Site for personal use and when accessing the Site must comply with the provisions of these Terms and Conditions and any other policies that are on the Site and/or which apply to the use of particular parts of the Site and/or products and services which are available from time-to-time.
- You may access any part of the Site to which access is open to all users.
- Access to some parts of the Site is only possible by password, for example to retrieve an insurance quote. You may only access these parts of the Site if you have a valid password. If you choose or you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- You may print off one copy only of any individual page for your own personal use, as long as you do not do any of the things set out under "What you are not allowed to do"; unless it is explicitly designed for that purpose and provided always that our status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged.
- You must only use the Site and anything available from the Site for lawful purposes, and you must comply with all applicable laws, statutes and regulations.

### **What you are not allowed to do**

- Any purchase of any insurance product(s) available through the Site will be subject to the terms and conditions of our Client Agreement with you and the relevant insurance policy terms and conditions.
- You are responsible for deciding whether any of our products or services are suitable for your purposes. Please read the relevant insurance policy terms and conditions carefully before buying any insurance policy. If you need any advice before buying any insurance policy, please contact us or any other independent financial adviser or insurance adviser.
- The Site may from time to time include links to external websites, resources or co-branded pages. These links will help you find relevant services and/or products quickly and easily. You are responsible for deciding whether any of these services and/or products are suitable for your purposes. Hencilla is not responsible for the suppliers of these services and/or products or the goods or services they supply or for their website content, resources or pages or for anything provided by them. Hencilla does not give or enter into any conditions, warranties or other terms or representations in relation to any of these and accepts no responsibility for them or for any

loss or damage that may arise from your use of them. You should read carefully and agree with the terms and conditions of any third party websites before using them.

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- Except to the extent expressly set out in these Terms and Conditions, you are not allowed to:
  - make any copies of any part of the Site;
  - remove or change anything on the Site;
  - remove or change any copyright, trade mark or other intellectual property right notices contained in the original material or that printed off from the Site; or
  - modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or use any part of the materials on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.
- We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it. You must ensure that your computer has all necessary software to protect you from computer viruses.

## **Changes to Terms and Conditions**

We may revise or change the Terms and Conditions from time to time. By browsing the Site, you accept the current Terms and Conditions. You should check these each time you revisit the Site to take notice of any changes we make, as they are binding on you.

### **Changes to operation of the Site**

- We may change the format and content of the Site (or of any insurance products or services offered via the Site) at any time.
- We may suspend the operation of the Site (or suspend provision of any insurance products or services offered via the Site) at any time for support or maintenance work, for content updates or for any other reason.
- We reserve the right to stop access to the Site (and to products and services offered via the Site) at any time and without notice.
- Access to or use of the Site or any pages linked to it will not necessarily be uninterrupted or error free.
- We will not be liable for any loss or damage arising in contract, tort or otherwise if the Site is unavailable or suspended for any reason.
- The information contained on the Site is provided for information purposes only and Hencilla will use reasonable care and skill to ensure that it is accurate at the date of publication. However, because of the nature of the internet, there may be circumstances in which errors occur within the information. Consequently, Hencilla makes no warranty or guarantee as to the accuracy of any information on the Site and cannot accept liability for any errors or omissions within it.

### **Data Protection**

We will only process your personal details in line with our privacy policy, which is available on our website. Please read our privacy policy carefully before proceeding. By using the Site, you consent to such processing in accordance with our privacy policy and you warrant that all data provided by you is accurate.

### **Limitation of Liability**

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

- (i) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- (ii) any liability for any direct, indirect, special or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the 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, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

The above does not affect Hencilla's liability for death or personal injury arising from its negligence, nor its liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

**General**

These Terms and Conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these Terms and Conditions is found to be unenforceable, this shall not affect the validity of any other provision. Hencilla may delay enforcing its rights under these Terms and Conditions without losing them. Hencilla will not be liable to you for any breach of these Terms and Conditions which arises because of any circumstances which Hencilla cannot reasonably be expected to control. You agree that Hencilla 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.

**Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and are to be interpreted in accordance with English law and in the event of any dispute arising in relation to these Terms and Conditions, you consent to the exclusive jurisdiction of the English courts in respect of such dispute.