

TERMS & CONDITIONS

These Terms and Conditions apply to the use of www.rsaonline.rsagroup.co.uk (“RSA Online”). When we refer to “We”, “Us” and “Our” we mean RSA, as defined below. When we refer to “You” and “Your” We mean you, the user of RSA Online. When we refer to the “Broker” we mean Your employer or the party by whom You are engaged with whom we have previously entered into a TOBA, as defined below.

Part 1, Broker Terms applies to the Broker whereas Part 2 applies to You. By accessing RSA Online you confirm that You have read and understood these Terms and Conditions and that You and the Broker agree to be bound by them. You also warrant that You have authority to give this agreement on behalf of the Broker.

I. Key Terms

Confidential Information

means information of whatever nature relating to RSA Online or Us, including without limitation all financial, technical, operational, commercial, administrative, marketing, planning, staff, management, economic information and other information, data, experience and know-how (whether written, oral, pictorial or in any other form) and which is either directly or indirectly disclosed to the Broker by Us, any other member of the RSA Group or by Our representatives;

Customer

means the customer or potential customer who retains the Broker and on behalf of whom You approach Us for a quotation for a Policy;

Data Protection Legislation

means the Data Protection Act 1998 and any related legislation;

Employees

means a person who is employed or contracted by the Broker;

Intellectual Property Rights

means any patents (including supplementary protection certificates), trade marks, service marks, domain names, registered designs, utility models, design rights, moral rights, topography rights, rights in databases, copyrights, inventions, trade secrets and other confidential information, the sui generis rights of extraction relating to databases, know how, business or trade names, get up, and all other intellectual property and neighbouring rights and rights of a similar or corresponding character in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for or for the protection of any of the foregoing;

Policy

means an individual contract of insurance between Us and a Customer relating to an insurance product We offer;

Purpose

means for obtaining a quotation for Policies and purchasing Policies;

RSA

means Royal & Sun Alliance Insurance plc;

RSA Group

means the group comprised from time to time by RSA Insurance Group plc and the other companies which are for the time being a subsidiary or holding company of RSA Insurance Group plc or a subsidiary of any such holding company (where subsidiary and holding company shall have the meanings given to them in the Companies Act 2006);

Software

means the software used to operate RSA Online;

Terms and Conditions

means these terms and conditions comprising the recital above, the Key Terms, Part 1 Broker Terms and Part 2 Your Terms of Use;

TOBA

means the Terms of Business Agreement entered into by Us and the Broker governing the general conduct of business between us as updated from time to time; and

Unique Login

means the unique user ID and password provided to each Employee by Us.

PART I

Broker Terms

2. These Broker Terms operate in addition to the TOBA and set out the terms on which the Broker will be permitted to access RSA Online.
3. The Broker shall make reasonable efforts to ensure that all of its Employees comply with the obligations relating to passwords and security in terms of Clause 12 and the obligations imposed when You leave Your Broker in terms of Clause 13.
4. **Quote acceptance**
 - 4.1 The Broker warrants that when it transacts with Us via RSA Online it is acting in accordance with its Customer's instructions and as authorised agent for its Customer.
 - 4.2 The Broker acknowledges and agrees that by clicking to "accept a quote" the Broker legally binds its Customer by the specific terms and conditions for the Policy selected.
5. **Application information**
 - 5.1 The Broker warrants that all information it in-puts into RSA Online is true, complete and up-to-date and that all facts, or changes to any facts, that We would take into account in the assessment of any risk are provided to Us. Any Policy will be issued on the basis of the information provided by the Broker.
 - 5.2 The Broker acknowledges that each of its Employees shall only be entitled to access RSA Online using their individually assigned Unique Login.
 - 5.3 The Broker accepts that any information in-putted in connection with an application for a quote shall be relied upon by Us in good faith and shall form the basis of the quote We provide.
 - 5.4 The Broker acknowledges that a Policy issued on the basis of incorrect or untrue information supplied by the Broker could be invalid and any claim made on such a Policy may be declined.
 - 5.5 The Broker agrees that it shall advise Us immediately on becoming aware of any changes to the information provided to Us that may materially affect the assessment of any risk.
 - 5.6 The Broker agrees that it shall use all reasonable endeavours to ensure that all data uploaded to RSA Online shall be free from viruses and shall implement all reasonable measures (including the use and regular updating of commercially available virus detection software) to prevent such data being so infected.
6. **Data protection**
 - 6.1 Where the Broker inputs data on behalf of its Customer, the Broker confirms that it has notified its Customer of Our identity and that its Customer has consented to their personal data being processed by Us or on our behalf for the Purpose and has been provided with all relevant notifications.
 - 6.2 The Broker agrees to comply with all applicable Data Protection Legislation.
7. **Software**
 - 7.1 We grant the Broker a royalty free, non-exclusive, non-transferable licence to use the Software in the UK subject to the terms of this Clause 7.
 - 7.2 The Broker shall not be entitled to sub-licence the right granted pursuant to Clause 7.1.
 - 7.3 We warrant that the Software is owned by Us or by Our third party licensors.
 - 7.4 The Broker may access and use the Software solely for the Purpose.
 - 7.5 The Broker undertakes not to:
 - 7.5.1 copy the Software except where such copying is incidental to normal use of RSA Online;
 - 7.5.2 rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
 - 7.5.3 make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 7.5.4 disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things;
 - 7.5.5 disclose or communicate the Software without Our prior written consent to any third party to whom it is not necessary to disclose or communicate it;
 - 7.5.6 use the Software to create any software which is substantially similar to the Software; or
 - 7.5.7 provide, or otherwise make available, the Software in any form, in whole or in part.
 - 7.6 Subject to Clause 7.1, We shall indemnify and keep fully and effectively indemnified the Broker on demand from and against any and all claims made against the Broker alleging that the use of the Software permitted under these Broker Terms infringes the Intellectual Property Rights of a third party.

8. Our liability

- 8.1 The entire aggregate liability of each of Us and the Broker to each other in respect of all claims arising out of or in connection with these Broker Terms (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) will be limited to £250,000.
- 8.2 Neither We nor the Broker shall be liable to each other for any loss of revenue, profits, data, anticipated savings, goodwill or business opportunity, for any injury to the other's reputation or for any losses that are not reasonably foreseeable by us both as arising out of or in connection with these Broker Terms.
- 8.3 Nothing in these Broker Terms shall exclude or restrict the liability of either Us or the Broker for death or personal injury resulting from our negligence or for any other liability which cannot be limited by law.

9. Availability

- 9.1 We cannot guarantee the availability of or access to RSA Online will be secure, uninterrupted, free of errors or free of downtime, outages or technical problems that may hinder the efficacy of participation in RSA Online (including transmission times or delays) and (save as otherwise set out in these Broker Terms) We will not be liable for any damages, loss, costs or expenses incurred by the Broker as a result of any lack of availability of RSA Online.
- 9.2 We may change the content of RSA Online at any time. We may also suspend access to RSA Online at any time for any reason, for example, if We require to undertake essential maintenance on RSA Online.

10. Exclusions

- 10.1 We make no representations or warranties as to the accuracy, completeness, or suitability of the RSA Online content or the Software and We shall not be liable or responsible to the Broker or any other party for any harm, loss or damage that may arise in any connection with either RSA Online or the Software.
- 10.2 Although We check RSA Online for viruses, We cannot warrant that RSA Online is free of viruses or other malicious content and 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 the Broker's computer equipment, computer programs, data or other proprietary material due to the Broker's or an Employee's use of RSA Online or to the Broker or an Employee downloading any material posted on it. It is the Broker's responsibility to ensure that it has appropriate software and systems in place to check for viruses and other malicious content on the internet.

11. General

- 11.1 We reserve the right to change the Broker Terms at any time. Any such change in Broker Terms will be effective once published on RSA Online. The Broker should check the Broker Terms periodically to ensure that it is aware of and complying with the current version.
- 11.2 In the event of any conflict between these Broker Terms and the TOBA the terms of the TOBA shall prevail.
- 11.3 These Broker Terms will be governed and interpreted in accordance with the laws of England and Wales. Each of Us and the Broker irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with the Broker Terms.
- 11.4 This Website is operated by Acturis Limited on behalf of:

Royal & Sun Alliance Insurance plc
 St Mark's Court
 Chart Way
 Horsham
 West Sussex
 RH12 1XL

PART 2

Your Terms of Use

12. Passwords and security

- 12.1 You agree to access RSA Online using only Your Unique Login.
- 12.2 You agree to provide the e-mail address issued by the Broker during the registration process for RSA Online. If You fail to provide this e-mail address We regret that We will be unable to complete Your registration.
- 12.3 You will be fully responsible for any accidental or unauthorised disclosure of Your Unique Login to any other person and shall bear the risk of it being used by unauthorised persons or for unauthorised purposes.
- 12.4 You must:
 - 12.4.1 ensure that You keep Your Unique Login secret and confidential and under no circumstances share Your Unique Login with any other person; and
 - 12.4.2 notify Us immediately if You believe that Your Unique Login has been misused or if You believe that the security of RSA Online has been compromised in any way.

12.5 You must not:

12.5.1 post any material which is obscene, indecent or unlawful or upload any files that contain software or other material protected by intellectual property laws (or by rights of confidentiality or privacy of publicity, where applicable) unless You own or control the rights thereto or have received all necessary consents; or

12.5.2 upload any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of RSA Online.

12.6 We retain the right to deny or restrict access to RSA Online at any time and Your account will be locked after 3 incorrect attempts to enter Your Unique Login.

13. When You leave Your Broker

13.1 For our mutual protection You must inform Us immediately when You leave Your Broker so that We can put a stop to Your account.

13.2 We will not accept any liability for any loss or damage suffered by You or the Customers as a result of continued access to RSA Online using Your Unique Login after You leave Your Broker.

13.3 Where Your account has been inactive for a period of 90 days We may cancel it.

14. Intellectual property rights

14.1 You acknowledge that all Intellectual Property Rights (including goodwill) in and relating to RSA Online and the Software used to run RSA Online are owned by Us or Our third party licensors. You agree not to use, copy, license, assign or register or attempt or purport to do any such thing in relation to any of such Intellectual Property Rights nor any data or information generated or derived from RSA Online except as expressly permitted by Your Terms of Use.

14.2 We reserve the right to suspend or cancel Your account at any time and without advising You.

14.3 For information on how We use Your or the Customer's personal information, please see Our <Privacy Policy>