



## Website Terms of Use Policy

### Our agreement with you

#### 1. Summary

Thank you for visiting our website. Noted below are some important points for you to consider when using our website. These points provide a summary and are for your reference only, they do not form part of our Terms of use.

- Use of our website is subject to all of the terms detailed in the full policy below, and our [Privacy Policy](#). If you do not, or cannot, agree to the terms, please do not continue to use the website.
- Our website utilises various cookies, we refer you to our [Cookies Policy](#) for additional information.
- The website is for your personal use only and may not be used for any commercial purposes, save for those expressly permitted.
- It is solely your responsibility to ensure that any information you provide us with when using our website is accurate and that any questions are answered completely and to the best of your knowledge, and also for ensuring that any assumptions are correct. If it isn't, a product that you purchase/obtain on the website may not be valid.
- It is also your sole responsibility to ensure that any product purchased through this website matches your requirements.
- As we may amend these terms of use at any time and without notice, you should check these Terms of Use each time you use our website.

#### 2. About Us

In this Website Terms of Use Policy, “Our”, “we” and “us” refer to InsureThat, a trading name of Nukula Limited, a company registered in England and Wales (Registration No. 07646376) at the following address;

Suite F, Stirling House  
Shrewsbury Business Park  
Shrewsbury  
Shropshire  
SY2 6LG

We are authorised and regulated by the Financial Conduct Authority (FCA) and our firm reference number is 616475. This can be confirmed at <https://www.fca.org.uk/firms/financial-services-register> or by contacting the FCA on 0800 111 6768

This version of our Website Terms of Use Policy was last updated 30<sup>th</sup> April 2018

#### 3. Acceptance of these Terms of Use

If you access and use our website, you agree to be bound by this Terms of Use Policy, our [Privacy Policy](#) and our [Cookies Policy](#). If you do not or cannot agree to these policies, you are not permitted to access and use this website and you should stop using or accessing the website content immediately.



#### 4. Access

Access to this website is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on the website without notice. If for any reason the website is unavailable at any time or for any period, we will not be liable in any way.

There may be occasions where we will need to restrict access to some or all of our website.

#### 5. Acceptable Use

Save for as expressly permitted, this website is for personal, non-commercial use only and may only be accessed and used by a private individual. Commercial use of this website is strictly forbidden, and we reserve the right to take steps, including legal action, against any organisation or individuals who uses our website for commercial use or any other unauthorised ways. Unauthorized use includes (but is not limited to) breach of copyright, processing multiple quotes for other customers or organisations, and other organisations checking their prices against those detailed on our website.

Furthermore;

- You are not permitted to do anything that may affect the security of our website or any information or material stored within it. This includes,
  - Knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful
  - Attempting to gain unauthorised access to the website, the service on which the website is stored, or any server, computer or database connected to the Site
  - You must not attack the website via a denial-of-service attack or a distributed denial-of-service attack.
- You are not permitted to use the website;
  - To create, check, confirm, update, modify or amend another individuals' record
  - To reverse engineer, tamper with, modify or amend any part of the website
  - In a way that disrupts, interferes with, or imposes an unreasonable burden on our communications and technical systems
  - to harm, threaten, abuse, embarrass, defame, libel, intimidate or harass another person, or in a way that invades another person's privacy or is obscene, offensive, hateful, indecent, inappropriate, objectionable, unacceptable, discriminatory or damaging. (in any case as determined by us)
- You may not operate any link to our website without written permission from us. If permission is granted, it may be revoked at any time without notice.

We will report any breach to the relevant authorities and your right to use our website will cease immediately.



## 6. Your Responsibility

### Your Personal Information

- It is your responsibility to check that all of the information and data that you provide to us via the website is correct, complete, accurate and not misleading, and that you have disclosed all relevant facts. You are responsible for identifying and correcting any mistakes or errors in the

information/data before you purchase any product or service from the website. Failure to do so could invalidate the chosen product.

You should also check any information detailed on any insurance policy documents is correct. If the information supplied by you is incorrect, you must notify us. Failure to inform us of any errors or missing information could also invalidate your policy.

- You may create a username and password when using our website. Any such details should be kept confidential by you and should not be disclosed or shared with anyone. If you do disclose this information, you are solely responsible for all activities undertaken on the site where they are used.

We have the right to disable any username or password at any time, if in our reasonable opinion, you have failed to comply with any of the terms detailed in this policy.

If you know or suspect that anyone other than you knows your username and password, you must notify us at [support@insurethat.com](mailto:support@insurethat.com).

- In the event that you intend to submit any other person's details, you must first gain their permission to do so. In submitting the other persons details, you are confirming to us that you have their permission and that they understand how their details will be used.

### Uploading Content

- Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the [Acceptable Use](#) provisions.
- You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.
- We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- We have the right to remove any posting you make on our site if, in our opinion, such posting is in breach of these terms of use.
- You are solely responsible for securing and backing up your content.

### Suitability of Products

- You must always check the suitability, and appropriateness of the product or service that is of interest to you before making an online purchase. It is your responsibility to make sure that any product selected meets your requirements. If you are in any doubt as to the suitability of a product, please contact us before making a purchase.



- It is very important that you read the policy terms and conditions of your selected product before making a purchase (these are provided on the website). This is to check that you understand and agree to them.
- You must ensure that you read all insurance documents issued to you. It is important that you are aware of the cover, limitations and other terms that apply. Failure to comply with the policy terms and conditions could invalidate your policy.

You agree that you will indemnify us against any loss, damage, claim, demand, liability or expense that we may suffer or incur arising out of or in connection with your conduct on our website and/or your breach of this Terms of Use Policy.

## 7. Our Responsibilities

### Information on our website

- We aim to make sure that all the materials and information available on our website is accurate. We will also try to make any required corrections and rectify any omissions as soon as we can, following notification. However, please be aware that we are not able to guarantee that the materials and information available on our website is accurate and free from errors and omissions at all times.
- We do reserve the right to add, amend, delete, edit, remove or modify any materials or information displayed on our website at any time, and without prior notice.

### Security

- In order to safeguard personal data, we have implemented accepted standards of technology and operational security on our website in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. This means you can make purchases confidently online via our website. You can rest assured that we have used best endeavours to ensure the payment information you supply is encrypted to minimise the risk of interception during transit.

### Exclusions of our liability

We will not accept any liability for any loss or damage you might incur in the event of any of the following;

- Any information, content, material or data you provide on the website, is incorrect, incomplete, misleading, or you fail to disclose all relevant information.
- The product or service you purchase does not meet your requirements or is not suitable for you, providing we have provided you with all relevant information prior to your purchase.
- The loss or damage is indirect or not foreseeable by us when you accessed or used our website.
- In no circumstance will we be responsible for any losses which arise in connection with an event or series of events which is/are outside of our control, including as a result of the nature of electronic transmission of data over the internet.
- We are not responsible for any commentary, opinions, ratings or other posting on our website by any third party. The views expressed by other users on our site do not represent our views or values.
- Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.



- Any attack by a third party on our systems or for any computer virus or other malicious or technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this site. Although we have information security protection measures in place and retain relevant electronic communications (including emails) we highly recommend that you employ suitable virus detection and information security protection measure when accessing our website.

Further, if you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable.

Nothing in these terms shall exclude or limit our duties or any liability which may not be excluded by law.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, and you should refer to the accompanying terms supplied with those products.

#### **Ownership of Website and Intellectual Property**

We are the operator of this website and owner or the licensee of all intellectual property rights on said website. “InsureThat” is a UK registered trademark of Nukula Limited.

- Reproduction of the pages of this site, whether in whole or in part, without the prior written consent of us, is strictly prohibited unless for private, non-commercial viewing purposes, in which case you may make one copy exclusively for your personal use.
- If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
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- None of the illustrations, images, photographs, video and/or audio sequences, logos, trademarks and/or service marks appearing on the site may be printed off or copied, except as part of the text of which they form part.
- Illustrations, images, photographs, video and/or audio sequences, logos, trademarks and/or service marks on this website are protected by copyright and may not be reproduced or appropriated in any manner without the written permission of their respective owner(s).
- Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.



## 8. Legal Information

If any of these Terms of Use is found to be unlawful, invalid or unenforceable, the rest of these Terms of Use shall be unaffected and remain in force.

These Terms of Use, together with our Privacy Policy and Cookies Policy, constitute the entire agreement between you and us relating to your access to and use of our website.

The terms of this policy, the use of the pages of this website and any dispute arising out of such use shall be governed by applicable UK Laws.

## 9. Complaints

We always aim to provide excellent service, but in the event that you feel we may not have achieved this please let us know.

In the first instance please [contact us](#) directly so that we can investigate and address your complaint. After we have had an opportunity to investigate your concerns, we will issue you with a final response. If you aren't satisfied with our final response, depending on the nature of your complaint, you may have the right to refer your case to one of the following;

**If complaint relates to financial services products –**

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
Tel: 0800 023 4 567  
Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

**If complaint related to our online services -**

European Commission's Online Dispute Resolution Portal  
Website: <https://webgate.ec.europa.eu/odr>

**If complaint relates to how we have handled your data –**

The Information Commissioner's Office  
Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF  
Tel: 0303 123 1113  
Website: <https://ico.org.uk/concerns/>

## 10. Feedback

Should you wish to make any comments or have any questions about the website please send an email to [support@insurethat.com](mailto:support@insurethat.com).