

## Single Sign On Terms of Use

### 1 About our Terms

- 1.1 These Terms explain how you may use the online portal available at <https://drive.ers.com> (the Portal).
- 1.2 The Portal is a single point of log in for multiple online applications relating to ERS insurance policies. Any reference in these Terms to the Portal shall be deemed to include any applications, tools and services available through the Portal.
- 1.3 You should read these Terms carefully before using the Portal.
- 1.4 By accessing or using the Portal or otherwise indicating your consent, you agree to be bound by these Terms and any documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Portal immediately.
- 1.6 If you have any questions about the Portal, please contact your Broker Administrator in the first instance. If your Broker Administrator is unable to resolve your query, please contact the ERS Agency Team by email [agency@ers.com](mailto:agency@ers.com).

### 1.7 Definitions

<b>Authorised Broker</b>	means a broker who is party to a TOBA;
<b>Authorised User</b>	means either (i) a current member of an Authorised Broker's staff who has a corporate email address provided by the relevant Authorised Broker and who has authority from the Broker Administrator to use the Portal; or (ii) any other person who has written authority from us to use the Portal in accordance with the Terms.
<b>Broker Administrator</b>	means a member of the Authorised Broker's staff who has written authority from us to use the Portal in accordance with the Terms and to activate and deactivate the relevant Authorised Broker's Authorised Users;
<b>Cookie policy</b>	means the policy <a href="https://www.ers.com/policy-pages/cookie-policy">https://www.ers.com/policy-pages/cookie-policy</a> , which governs how we use cookies in the Portal;
<b>Portal</b>	has the meaning given to it in clause 1.1;
<b>Privacy policy</b>	means the policy <a href="https://www.ers.com/policy-pages/privacy-policy">https://www.ers.com/policy-pages/privacy-policy</a> , which governs how we process any personal data collected from you;
<b>Terms</b>	means these terms and conditions of use as updated from time to time under clause 13;
<b>TOBA</b>	means the Terms of Business Agreement for General Insurance between ERS Syndicate Management Limited and a broker under which we give a broker authority to arrange and administer certain policies of insurance underwritten by ERS Syndicate 218 at Lloyd's, as such contract is amended and updated from time to time;
<b>We, us or our</b>	means ERS Syndicate Management Limited, company registration number 426475 and the registered office of which is at 52-54 Leadenhall Street, London, EC3A 2BJ. References to us in these Terms also includes any subsidiary or holding company from time to time of ERS Syndicate Management Limited and any subsidiary from time to time of a holding company of ERS Syndicate Management Limited (together the "ERS Group"); and
<b>You or your</b>	means the person accessing or using the Portal or its Content.

- 1.8 ERS Syndicate Management Ltd is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority, registered number 204851.
- 1.9 In using the Portal you agree to be bound by our Privacy policy and our Cookie policy, which form part of these Terms. You understand and agree that any personal information (including sensitive information) you provide through your use of the Portal will be dealt with in accordance with our Privacy Policy.
- 1.10 In the event of any conflict or inconsistency between these Terms and our Website Terms of Use, these Terms shall prevail but only to the extent of such conflict or inconsistency.

## **2 Authorised Use**

- 2.1 In order to use the Portal you must be an Authorised Broker or an Authorised User.
- 2.2 You shall ensure that any Authorised User to whom you provide or facilitate access to the Portal complies with these Terms and the applicable provisions in your TOBA with us.
- 2.3 To the extent you are an Authorised User, you shall comply with these Terms when using the Portal.

## **3 Using the Portal**

- 3.1 We grant you a non-exclusive revocable licence to use the Portal solely for the purpose of arranging and administering insurance policies in accordance with your TOBA with us (the "Permitted Purpose"). You undertake to ensure that your Authorised Users shall not, at any time connect to, access or use the Portal or any part of the Portal for any purpose other than the Permitted Purpose.
- 3.2 You may only use the Portal for your own personal use or for the personal use of your organisation in accordance with these Terms.
- 3.3 You may print extracts from the contents of the Portal for your personal use or for the personal use of your organisation only in so far as it is necessary for you to do so to use the service provided by the Portal, provided that you do not alter, amend or delete any intellectual property rights, notices or marks. Reproduction of all or part of the Portal or contents of the Portal in any form is prohibited for any other purpose. None of the contents of the Portal (other than data or information obtained by you independently of anything made available to you by us and provided to us by you pursuant to the TOBA) may be copied or otherwise incorporated into or stored in any other electronic system, publication or other work in any form (whether hard copy, electronic or other) other than as set out in this section 3.3.
- 3.4 In using the Portal you must comply with the terms of the TOBA and you shall at all times comply in full with all legal and regulatory requirements applicable to your accessing of the Portal and/or to your processing of any data obtained as a result of your accessing the Portal.
- 3.5 You will comply with all our reasonable directions with respect to the use of and access to the Portal. To the extent that you are a Broker Administrator these directions shall include but not be limited to the following with respect to activating and deactivating Authorised User profiles:
- 3.5.1 Leavers: You must deactivate an Authorised User's profile within 24 hours of the Authorised User's leaving date.
- 3.5.2 Profiles must be created using a corporate email address only.
- 3.5.3 Authorised User accounts can only be managed by the Broker Administrator and/or us.
- 3.6 You must ensure that no malicious code or virus infections are permitted to infect any part of the Portal in connection with your use of or access to the Portal. You will advise us within one working day of becoming aware of any introduction to the Portal by you or an Authorised User of malicious code or viruses or any other breach of security relating to the Portal.
- 3.7 You must not circumvent any of the security safeguards, nor seek any unauthorised access to the Portal or to any data or information held on the Portal, nor interfere with any other authorised users' use of the Portal, nor access without authority any other authorised user's accounts or information, nor corrupt any data to which you have access through the Portal, nor assist or encourage any third party to do any of the foregoing.

- 3.8 You must report to us any incident involving any of the following within one day of becoming aware of the relevant incident:
- 3.8.1 any use or attempted use of the Portal by anyone other than an Authorised User;
  - 3.8.2 any disclosure, other than to an Authorised User, of any user ID, password or other security measure employed by us to protect access to the Portal;
  - 3.8.3 any access to data or information held on the Portal which you believe has been granted in error; and
  - 3.8.4 any other breach of security relating to the Portal
- (together, the “**Security Events**”). You shall promptly provide to us all information which may reasonably be required concerning any such Security Event or any Security Event which we suspect may have occurred.
- 3.9 Entry to, or interference with, the Portal, with intent to corrupt, damage or deny service from the Portal, or for any other unauthorised commercial benefit, shall be taken seriously and we shall take such action as is necessary to protect the Portal from any such activities in order to protect our intellectual property rights. You agree to indemnify us against any loss or liability (including reasonable legal fees) reasonably incurred or suffered by us as a result of your misuse of this Portal or your breach of these Terms.
- 3.10 You agree that you are solely responsible for:
- 3.10.1 all costs and expenses you may incur in relation to your use of the Portal; and
  - 3.10.2 keeping your password and other account details confidential. You shall not permit any other person to connect to or access the Portal using your email address and password.
- 3.11 The Portal, and the information and services provided on or through the Portal, are intended for use only by those who can access it from within the United Kingdom and are intended for use solely by residents of United Kingdom. Any online information and services we provide to you at your request will be in respect of insurance policies which are subject to the law of England and Wales. You must not use the Portal or its content in countries where you are restricted or prohibited from doing so by local laws, regulations, codes and/or customs.
- 3.12 We do not warrant that your use of the Portal or any material downloaded from it will not cause damage to any property, including, but not limited to, loss of data or computer virus infection.
- 3.13 We may prevent or suspend your access to the Portal if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

#### **4 Ownership, use and intellectual property rights**

- 4.1 You acknowledge that we are the owner or licensee of all intellectual property rights in the Portal and its entire content including, but not limited to, text, photographs and other images and sound, but excluding any data or information obtained by you independently of anything made available to you by us and provided to us by you pursuant to the TOBA. Intellectual property rights means rights such as copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). All such rights are reserved.
- 4.2 Nothing in these Terms grants you any legal rights in the Portal other than as necessary to enable you to access the Portal. You agree not to adjust to try to circumvent or delete any notices contained on the Portal (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Portal.
- 4.3 Trademarks: The name ERS and any of our other images, logos, icons and trademarks featured on the Portal are our proprietary marks. The names, images, logos and icons of third party companies, products or services featured on the Portal are or may be the trademarks of their respective owners. Unless otherwise agreed in writing with us, nothing on the Portal shall be deemed to confer on you any licence or right to use any featured name, image, logo or trademark and any such use may constitute an infringement of our, or a relevant third party's, rights as owner.

## **5 Submitting information to the Portal**

- 5.1 While we try to make sure that the Portal is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. Messages sent over the internet cannot be guaranteed to be completely secure and may be subject to possible interception by third parties. We are not responsible for any messages sent over the internet and will not be liable to you or anyone else for any loss suffered in connection with any message sent over the internet.

## **6 Accuracy of information and availability of the Portal**

- 6.1 While we try to make sure that the Portal is accurate, up-to-date and free from bugs, we cannot promise that it will be and we accept no liability for any errors or omissions. Certain information on the Portal is provided by third parties and you acknowledge and agree that neither we nor our suppliers have any control over the accuracy or completeness of such third party information.
- 6.2 We cannot promise that the Portal will be fit or suitable for any purpose. Any reliance that you may place on the information on this Portal is at your own risk.
- 6.3 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other web Portals that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Portal, or by anyone who may be informed of any of its contents.
- 6.4 We reserve the right at any time and without notice to enhance, modify, alter, suspend or permanently discontinue all or any part of the Portal and to restrict or prohibit access to it.
- 6.5 While we try to make sure that the Portal is available for your use, we do not promise that the Portal is available at all times nor do we promise the uninterrupted use by you of the Portal.
- 6.6 Your access to the Portal shall cease automatically upon termination or expiry of your TOBA with us.

## **7 Hyperlinks and third party Portals**

- 7.1 We do not object to third-party websites providing links to our Portal but we do require compliance with the following conditions:
- 7.1.1 Our pages must load into the user's entire window and not load into frames on your website.
- 7.1.2 Your use of links to our Portal must not be used in a misleading or defamatory context. This includes establishing a link in a way that suggests that you have some association or relationship with us, or implies our approval or endorsement, where this is not in fact the case.
- 7.1.3 You use best practice when linking, e.g. avoid using vague terms such as 'click here', which do not inform the user that they are leaving the website and redirecting to our Portal. Instead, use clear wording alongside any link to our site, e.g. 'For further information visit the ERS Portal'.

We reserve the right to withdraw permission to link to our Portal at any time and, if we do so, you must remove all links and take such other action as we may reasonably require immediately.

- 7.2 The Portal may contain hyperlinks or references to third party webPortals other than the Portal. Any such hyperlinks or references are provided for your convenience only. We have no control over third party webPortals and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party webPortal does not mean that we endorse that third party's webPortal, products or services. Your use of a third party Portal may be governed by the terms and conditions of that third party Portal.

## **8 Monitoring and Audit**

- 8.1 We may monitor all or any of your activities on the Portal and conduct audits of your use of the Portal. You shall ensure that we are granted access to any sites, records, documents, software and

other materials used in connection with the use of the Portal during normal working hours, to the extent reasonably required by us for the purposes of any audit.

## **9 Limitation on our liability**

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we shall not be liable for any loss or damage whatsoever and howsoever incurred including any direct, consequential or indirect loss or damage, or any loss or damage to goodwill or profits or any anticipated loss of savings incurred by you or your Authorised Users, or loss of data or loss of business opportunity, or economic loss whether arising in tort, contract, equity or otherwise and arising out of or in relation to or in connection with your or any Authorised User's access to or use of or inability to use the Portal.

## **10 Indemnity**

You will indemnify and keep us indemnified from and against all losses, costs, liabilities, expenses (including legal expenses), claims, and fines we may suffer or incur as a result of or in connection with:

- 10.1.1 any unauthorised use of the user IDs or passwords issued to you or to Authorised Users by you which is in breach of these Terms;
- 10.1.2 any action or omission by you or any Authorised User which allows or facilitates access by any third party, without our prior written consent, to any of the data or information which you or an Authorised User has acquired or accessed in connection with your use of the Portal;
- 10.1.3 any unauthorised disclosure of the data or information which you or an Authorised User has acquired or accessed in connection with your use of the Portal; and
- 10.1.4 any other breach of these Terms by you or your Authorised Users.

## **11 Events beyond our control**

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

## **12 Rights of third parties**

Other than the members of the ERS Group, no one other than a party to these Terms has any right to enforce any of these Terms.

## **13 Variation**

These Terms are dated August 2017. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Portal and by continuing to use and access the Portal following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

## **14 Waiver**

The waiver by us of a breach or default of any of the provisions of these Terms by you shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on our part to exercise or avail ourselves of any right, power or privilege that we have or may have hereunder operate as a waiver of any breach or default by you.

## **15 Governing Law and Jurisdiction**

- 15.1 These Terms are governed by the law of England and Wales and subject to the jurisdiction of the courts of England and Wales.