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## TERMS AND CONDITIONS

### IMPORTANT LEGAL NOTICE

BY ACCESSING OR USING THIS WEBSITE, OUR CLICK AND BUY FACILITY OR OTHER SERVICES PROVIDED VIA THIS WEBSITE, YOU AGREE TO BE BOUND BY THIS USER AGREEMENT ("AGREEMENT") AND ALL TERMS INCORPORATED BY REFERENCE, INCLUDING OUR [TERMS OF BUSINESS](#) WHICH WE RECOMMEND YOU READ IN FULL AND UNDERSTAND BEFORE ACCEPTING THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT IN THEIR ENTIRETY, DO NOT USE ANY IPRO INSURE SERVICE PROVIDED VIA THIS WEBSITE.

### INTRODUCTION

Welcome to iPro Insure™ – a trading name of Bridge-iPro Ltd (company number: 10056483), a company registered in England and Wales with its registered office and main trading address at Cobac House, 14-16 Charlotte Street, Manchester, United Kingdom, M1 4FL.

- This website is operated by Bridge Insurance Brokers Limited ("**We**"). We are registered in England and Wales under company number 10056483 and have our registered office and main trading address at Cobac House, 14-16 Charlotte Street, Manchester M1 4FL. We are regulated by the Financial Conduct Authority and are a limited company.
- This website is aimed at business operations within the United Kingdom and is provided for information purposes only. No information contained on this website is aimed at those persons requiring personal insurance. Whilst we use reasonable efforts to only include accurate information in this website we make no warranties or representations as to the accuracy of any information given. We assume no responsibility for any errors or omissions in the content of this site.
- The information in this website does not constitute any form of advice or recommendation. You must obtain specialist advice before taking, or refraining from, any action on the basis of the content on our website. Any arrangements made between you and any third party named or referred to on the site are entirely at your sole risk and responsibility.
- You should be aware that the internet is not secure. If you choose to send any electronic communications by means of this website you do so at your own risk. We do not guarantee that such communications will not be intercepted or changed or that they will reach the intended recipient securely.

- Except as set out below, we will be under no liability to you whatsoever whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in conjunction with the use of this website or the use, accessing, downloading or reliance on any materials contained in this website, including, without limitation, as a result of any computer virus.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our website 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, arising under or in connection with:
  - a) use of, or inability to use, our website; or
  - b) use of or reliance on any content displayed on our website.
- These terms and conditions do not exclude liability (if any) to you for personal injury or death resulting from our negligence, for fraud or for any matter, which would be illegal for us to exclude or to attempt to exclude liability.
- If any provision of these terms is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

We are an appointed representative of Bridge Insurance Brokers Limited, an independent insurance broker and regulated by the Financial Conduct Authority ("FCA"). Our permitted business includes arranging general insurance contracts, dealing in contracts of general insurance, assisting in the administration and performance of a contract of insurance and agreeing to carry on a regulated activity. Our FCA Register number is 767068. These details can be checked on the FCA's Register by visiting the FCA's website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

The insurance products we offer are **Professional Indemnity, Employers Liability, Public Liability, Business Equipment, Management Liability and Health & Safety.**

We hold professional indemnity insurance with Tokio Marine HCC. Our regulator mandates this cover.

This Agreement applies to all Services, which we may make available through this website from time to time. Certain provisions of these terms may only be applicable where you are receiving (or have requested to receive) a particular type of Service made available by us. We have set out clearly where this is the case.

## THIS AGREEMENT

- **Acceptance** – This Agreement establishes the terms, conditions, rights and responsibilities applicable to your use of this website and our provision to you of the Services, as defined below. To receive any Services through this website you must accept this Agreement by clicking the [I ACCEPT] button where requested.
- **Amendments/Modifications** – We may change this Agreement at any time, for any reason. We will notify you of changes by e-mail and we will post the new Agreement on this website for 30 (thirty) days before the new version takes effect (save where any changes are required as a result of any legal or regulatory requirements, in which case such changes shall take effect immediately). If you don't agree with the new version you must terminate your account before the new version's effective date.
- **Our Agreement** - This Agreement applies to the supply of Services by us to you. It applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, customer, practice or course of dealing. Other terms may apply to your use of the website and/or your use of specific services provided by us including our [Terms of Business](#) and [Fair Processing Notice](#).
- **Age and Capacity Requirements** – No person under the age of 18 years may use this website or enter into any agreement to receive our Services. By using this website and accepting this Agreement, you warrant that you meet this age requirement and are able to enter into legally binding contracts. Due to the Services we are authorised to provide, this website is intended for use by residents of the United Kingdom only.

If you are unsure as to how to navigate this website and/or enter into insurance contracts, please contact us on **0161 234 9335** or [info@iproinsure.co.uk](mailto:info@iproinsure.co.uk)

- **Breach** – Your breach of this Agreement results in the automatic termination of the rights granted to you under this Agreement.
- **Language** – This Agreement is made only in the English language.
- **Definitions** - In this Agreement, the following definitions shall apply:
  - **Quotation Services** – means the services made available on this website, which allow users to input basic details in respect of their insurance coverage requirements to our quotation form and receive an indicative quote for the cost of their requested insurance coverage.
  - **Purchase Services** – means the services made available on this website which allow users to register for an account with us, process payment for insurance coverage which you wish to take out and, thereafter, facilitation of the management of insurance policies purchased using this Website, excluding the Professional Services
  - **Professional Services** – means the professional insurance brokerage services we provide to you (as further defined therein).
  - **Services** – means the Quotation Services, the Professional Services the Purchase Services, and any other services supplied or offered by us.

## 2 YOUR ACCOUNT

Your Account and user name will be the e-mail address you utilise.

We may, in our sole discretion, refuse to register a user or to restrict access without providing a reason for doing so.

- **Security** – You are responsible for choosing a secure Account password and keeping it confidential, and for any and all use of your password and Account (including unauthorised use). You must immediately notify us if you think your password has been lost, disclosed or stolen, or if there has been any actual or attempted access involving your Account, to which you did not consent. If you have forgotten your password please click [here](#) for a password reset.
- **Our Rights** – We may, with or without notice suspend or limit your access to or terminate your Account for any reason, including but not limited to:
  - (i) Breach of any term of this Agreement
  - (ii) Infringement of any copyright material

## 3 USE OF THE QUOTATION SERVICES

- **Application for quotation** - Please follow the onscreen prompts to make an application for an insurance policy quotation. You may only make an application using the method set out on this website.
- **Reliance on quotation** – any quotation provided during the provision of the Quotation Services shall be an indicative estimate only, shall not constitute an offer and shall not be binding on us or our agents. To purchase any insurance using the website you need to register for an account and complete an application form (which can be provided by us as part of the Purchase Services, please see section 4 below).
- **Confirmation of Quotation** – After you request your quotation you will receive an email confirming your quotation.

## 4 USE OF THE PURCHASE SERVICES

- **Application for policy** - Please follow the onscreen prompts to make an application for an insurance policy using the Purchase Services. You may only make an application using the method set out on this website. [Each application is an offer by you to purchase the policy/ies specified in the application, subject to this Agreement and our [Terms of Business](#)].
- **Correcting input errors** - Our application process allows you to check and amend any errors before submitting your application to us. Please check the application carefully before confirming it. You are responsible for ensuring that your application is complete and accurate.
- **Acknowledging receipt of your application** - After you make your application you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your application has been successful and/or that your insurance coverage has been confirmed.
- **Confirmation of coverage** – We will email you to confirm if/when your insurance coverage takes effect.
- **Rejection of application** - If we are unable to process your application or provide you with the Services for any reason, we will inform you of this by email and we will not process your application.

## 5 THE SERVICES

- **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.
- We shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 6 YOUR OBLIGATIONS

- **Your responsibilities** - It is your responsibility to ensure that:
  - Any information you provide to us using the Services is complete and accurate;
  - you co-operate with us in all matters relating to the Services;
  - you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - you comply with all applicable laws and regulations with respect to your activities under this Agreement.
- **Your default** - If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any of your responsibilities listed above (**Your Default**) without prejudice to any other rights we may have:
  - we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services;
  - we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
  - it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 7 CHARGES AND PAYMENT

- Our payment services allow you to make payment for any policies applied for using this website. The Services we provide are free of charge but payment for the insurance policy itself shall be made in accordance with our [Terms of Business](#).
- The amount payable in respect of each policy shall be the prices quoted on our website at the time you submit your application.

## 8 INTELLECTUAL PROPERTY

- **Intellectual Property** - iPro Insure™ is a trading name of Bridge iPro Ltd. Bridge iPro Ltd own all intellectual property and other rights, title and interest in and to this website including the trading style, website copyrights and technologies developed and used by us to provide the Services and arising out of or in connection with the Services.

You do not have, and will not acquire, any right, title or interest in any propriety property.

You are not permitted to download, print, redistribute or extract any information from this website other than for your own personal use in respect of insurance arranged. Further, you are not permitted to reproduce, copy, redistribute, modify or in any way alter any of the information available on this website.

## 9 USE OF THIS WEBSITE

- This website may be used to facilitate the arrangement of insurance cover for UK residents. You must answer all risk questions fully, honestly and accurately as failure to do so could render cover void or insurers may not meet a claim or settle a claim in full. Please refer to our [Terms of Business here](#) which apply to the Services and shall be incorporated herein as if set out in full in the body of this Agreement.
- In the event of any inconsistency between any of the provisions of this Agreement and our Terms of Business, the provisions of our Terms of Business shall prevail.
- Losses may also be notified to us as described within this website.
- Your use of this website must be wholly in accordance with this Agreement, and must comply with all applicable laws, rules and regulations.
- When arranging insurance you must provide full and correct answers to the rating questions. Any deliberately incorrect or incomplete answers may render cover void.
- You must not cause any harm to, or otherwise interfere with, this website and our Services by (but not limited to):
  - (i) Introducing viruses or using programs or technology intended to disrupt or damage software or hardware.
  - (ii) Copying, duplicating, downloading, republishing, transmitting, modifying, creating derivative works from, reverse engineering, decompiling or disassembling any technology (save to the extent allowed by applicable law).
  - (iii) Interfering with or disrupting the access of any user, host or network via any means including, but not limited to, overloading, flooding, spamming or linking to other sites.
  - (iv) Accessing all or any part of this website to build or develop a product or service that competes with this website.
  - (v) Using this website to provide services to third parties.
  - (vi) Licensing, selling, renting, leasing, transferring, assigning, distributing, displaying, disclosing or otherwise commercially exploiting or otherwise making use of the website, other than as provided in this Agreement.
  - (vii) Creating an undue burden on this website.
  - (viii) Impersonating another person or entity.
  - (ix) Collecting e-mail addresses or other information using this website.
  - (x) Helping or encouraging any third party to engage in activity prohibited by this Agreement
- **Availability and Access** – Bridge iPro Ltd does not represent or warrant that:
  - (i) This website is free of viruses, worms, Trojan Horses or technical defects of any description.
  - (ii) Access to or use of the website and/or any of the Services will be uninterrupted or error free.

- (iii) The website will meet your requirements
- (iv) The website will operate or operate as designed when used with your hardware or software

We will endeavour to ensure that this website is accessible but will not be liable if, for any reason, the website is unavailable at any time or for any period.

- **Links** – This website may contain hypertext links to, or information from, websites operated by third parties (being persons or companies other than Bridge iPro Ltd). Where this website contains such information and/or links these are outside the responsibility of Bridge iPro Ltd and no warranty is made as to the reliability of such information and/or links and we shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by you, with and such third party. We do not approve or endorse any third party website nor the content of any of the third party website made available via the website.

## 10 LIABILITY

**IN ADDITION TO THE BELOW, YOUR ATTENTION IS PARTICULARLY DRAWN TO SECTION 22 OF OUR TERMS OF BUSINESS WHICH SETS OUT OUR LIMITATION OF LIABILITY IN RESPECT OF OUR PROFESSIONAL SERVICES.**

- We accept no responsibility for your incorrect use of this website or for errors made by you when inserting risk information.
- We accept no responsibility for your notification of losses/potential claims, which are outside the reporting requirements set out in policy documentation. Please also refer to our Terms of Business [here](#).
- Subject to remainder of this section 10, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the provision of the Services for:
  - loss of profits;
  - loss of sales or business;
  - loss of agreements or contracts;
  - loss of anticipated savings;
  - loss of use or corruption of software, data or information;
  - loss of or damage to goodwill; and
  - any indirect or consequential loss.
- Subject to the remainder of this section 10, our total liability to you arising under or in connection with the provision of the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to **£5,000,000**.
- Except as expressly stated in this Agreement, all warranties, conditions, representations and terms, whether express or implied with respect to this website and its content and the Services, including but not limited to implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from this Agreement and we shall not be liable for any damage, loss or liability arising out of your use of this website howsoever arising.
- Nothing in these terms conditions shall exclude the liability of Bridge iPro Ltd for death or personal injury resulting from their negligence.

- You shall be liable for and shall indemnify us and our officers, directors, principals, licensors, successors and assigns against any and all claims, actions, liabilities, losses, damages or expenses (including legal expenses) of any kind which arise out of or in connection with, directly or indirectly, your breach of this Agreement.

## **11 CONFIDENTIALITY**

- We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by the remainder of this section.
- We each may disclose the other's confidential information:
  - to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under this Agreement. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this section; and
  - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Agreement.

## **12 DATA PROTECTION**

- We will use any personal information you provide to us to:
  - provide the Services and any Professional Services; and
  - process any payments made by you using the Services.

Further details of how we will process personal information are set out in our [Fair Processing Notice](#).

## **13 SEVERABILITY**

If any of these terms and conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which such terms and conditions are intended to be effective, then to the extent of such illegality, invalidity or unenforceability, in relation to such state or country only, such terms or conditions shall be deleted and severed from these terms and conditions and the remaining terms and conditions shall survive in full force and effect.

## **14 WAIVER**

If Bridge iPro Ltd fails at any time to insist upon strict performance of any of your obligations under this Agreement, or if Bridge iPro Ltd fails to exercise any of its rights or remedies to which Bridge iPro Ltd is entitled under these Website Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

## **15 VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by us.



## **16 NOTICES**

- Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.
- A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

## **17 ENTIRE AGREEMENT**

This Agreement and the documents referred to in it set out the whole agreement relating to your use of this website and our Services. Nothing said by any sales person on Bridge iPro Ltd's behalf should be understood as a variation of this Agreement. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in this Agreement.

## **18 APPLICABLE LAW**

Bridge iPro Ltd has established this Website in England. English Law shall govern its use at all times and in the event of a dispute the parties shall irrevocably submit to the exclusive jurisdiction of the English Courts.

## **19 CONTACTING US**

Questions, comments and requests are welcomed you should get in touch by contacting us at [info@iproinsure.co.uk](mailto:info@iproinsure.co.uk)