

Insurance Broker

uk.aeroinsure.com Terms and Conditions of Use

The uk.aeroinsure.com website is run and managed under the laws of England.

The purpose of the uk.aeroinsure.com website ("The Website") is to provide insurance brokers in the United Kingdom with an internet facility enabling them to procure the purchase of contracts of general aviation insurance (each a "Contract of Insurance") and process insurance claims remotely via the internet and electronic mail.

Before being accepted into the interactive section of The Website, you must agree to these Terms and Conditions of use. These Terms and Conditions govern the formation of Contracts of Insurance electronically via The Website, and are in addition to the Terms and Conditions governing each individual Contract of Insurance, which are to be found on The Website page headed "What our Policy Covers". You should read these Terms and Conditions and the policy conditions which can be found under "What our Policy Covers" page before agreeing to these Terms and Conditions.

By registering with uk.aeroinsure.com, you are able to proceed further with your application to participate in The Website, and you are indicating your acceptance of these Terms and Conditions, and will thus create a legally binding agreement between you and Global Aerospace Underwriting Managers Limited, ("Global")

You acknowledge that by registering with uk.aeroinsure.com you will create a legally binding agreement between you and us both as principal (that is, in your own capacity) and in your capacity as agent of your client. "You" and "Your" in this agreement refers to you and your client. "We", "Us" and "Our" in this agreement refers to Global.

You warrant that the Insured is resident in the United Kingdom.

If You do not agree with these Terms and Conditions You should not use The Website.

1. Access & Parties

Eligibility to use The Website: Access to the interactive section of The Website is permitted by membership only, such membership to be approved at Our absolute discretion. Subject to this approval, membership is available to individuals, companies and other organisations who are either (a) parties who have an insurable interest in aircraft, or (b) insurance brokers or other intermediaries acting on behalf of such parties.

2. Internet Commerce

1. Messages: For the purposes of this agreement, "Messages" includes (a) communications entered on The Website server and (b) e-mails. Each party accepts the origin and content of all Messages and agrees to accord these

the same status as would be applicable to a document or to information sent other than by electronic means, unless the Message can be shown to have been materially altered or corrupted (whether by technical failure or otherwise). Contract of Insurance: no Contract of Insurance shall be binding until the Website has confirmed expressly that the insurance has been bound. This will be evidenced on screen and via email.

3. Your Responsibilities

1. Use by Third Parties: You are responsible for the use of Your account by any employee or third party, and for ensuring that any user of such account fully complies with this agreement. We shall be entitled to assume that any Message received by Us which appears to originate from You (and, where appropriate, has been made using Your ID and password) has been authorised by You.

2. Responsibility for Content: You will not post or transfer to The Website nor include in any other Message any material which is inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of the recipient computer system.

3. Legal Compliance: You agree to use The Website in a manner consistent with all applicable laws, rules and regulations, including those applicable to the transaction of insurance business in the jurisdiction where the You are located.

4. We shall not be responsible or liable in any way for any loss or claim whatsoever arising as a result of a breach of any of Your responsibilities as set out above.

4. Making Payments

All billing is done electronically and an e-mail invoice will be sent to You for each transaction. At the end of the accounting period You will receive a full statement of account. The statements must be paid in full, no later than fourteen days after receipt of the statement. Payment must be by bank transfer. Failure to comply with the payment terms will invoke immediate Notice of Cancellation and possibly void coverage in the event of a loss. Payment made by bank transfer, in the currency so stated on the statement, to the banks whose details are indicated on The Website "Making Payments" page.

5. Security & Confidentiality

1. Security Breaches: You shall keep IDs and passwords strictly confidential. You agree to inform Us at the earliest possible opportunity of any apparent suspected breaches of security such as loss, theft or unauthorised disclosure or use of an ID and password. Until We are so notified, You will remain liable for any

unauthorised use of Your uk.aeroinsure.com account except insofar as that unauthorised use is a direct result of any breach of Our obligations under this agreement or Our negligence.

2. Confidentiality: Transactions on the site are protected with up to 256-bit Secure Sockets Layer encryption. This means that all Your information, including Your personal details and application form are unreadable to anyone else as they travel over the internet. We reserve the right to cooperate fully with officials in any legally authorised investigation concerning or relating to any transmissions transmitted via The Website.

6. Warranty & Warranty Limitations

We warrant that all services shall be provided with reasonable care and skill. As with all websites, access to The Website at any particular time cannot be guaranteed and as a result the uk.aeroinsure.com service is provided on an "as is, as available" basis.

7. Exclusion of Implied Warranties

All liability that is not expressly accepted in this agreement is hereby excluded to the extent permitted by the law. The above warranties are Our only warranties and all other warranties, conditions, terms and undertakings, whether express, implied, statutory or otherwise, are hereby excluded to the extent permitted by the law.

8. Indemnity

If You breach the provisions of this agreement, You shall indemnify Us for all losses, costs or damages arising (including reasonable lawyer's fees suffered or incurred by Us) in relation to or arising out of such a breach.

9. Our Liability

1. Subject to paragraph 9.3 below and save insofar as prohibited by law, We exclude any and all liability arising under this agreement except to the extent that such liability arises directly from any breach of any of Our express obligations under this agreement.

2. In no event shall We be liable for any special, indirect, or consequential damages, or any indirect damages whatsoever, including, without limitation, loss of use, data, profits, or anticipated savings, arising out of, or in connection with:

- a. any use of, or the performance of, The Website;
- b. any information posted on The Website; and/or
- c. any aspect of The Website service.

3. Nothing in this agreement shall exclude or restrict Our liability for death or personal injury caused by Our negligence.

4. This paragraph 9 does not affect any liability arising out of any Contract of Insurance.

10. Termination

Your access to and use of The Website may be terminated at any time without reason by You or Us by the sending of a Message to the other party. Such termination shall not affect the validity of any Contract of Insurance.

11. Miscellaneous

1. Force Majeure: No party will be responsible for breach of this agreement due to circumstances beyond its reasonable control.

2. Entire Agreement: These terms, and any other notices and disclaimers within The Website, contain the entire understanding between the parties with respect to The Website and service, and no representation, statement, inducement oral or written, not contained herein shall bind any of the parties.

3. Severability: Should any part of these terms for any reason be declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of these terms had been eliminated.

4. Use of Data:

1. We will hold and process your personal information on our systems for the purposes of administration and fulfilment of Your order.
3. On occasion, We may wish to share Your personal information with affiliated companies, commercial partners or third parties who may contact You by telephone, e-mail or post with details of products, services and other special offers that may be of interest to You.
4. If You do not consent to these uses of your personal data, We will not use Your personal information for any purpose other than administration and fulfilment of Your order.
5. You have the right at any time to access, review and amend any personal information (including the ability to de-select whether you wish to receive information about goods and services) stored by Us. This can be done through the "Amend Your Contact Information" option on your menu under "Your Details".

5. Jurisdiction: The courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or relating to The Website and service, and the laws of England and Wales shall govern such controversy or claims and this agreement.

6. Contracts (Rights of Third Parties) Act 1999: A person, who is not a party to this agreement, has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from the Act.