

**FROM:** Head of Admissions & Coverholders  
**LOCATION:** 86/G5  
**EXTENSION:** 5743  
**DATE:** 15 July 2003  
**REFERENCE:** Y3096  
**SUBJECT:** BINDING AUTHORITY REGISTRATION  
**SUBJECT AREA(S):** Registration of Binding Authorities  
**ATTACHMENTS:** 1. On-line Binding Authority Registration Overview  
2. User Agreement  
**ACTION POINTS:** **Set out in attachment 1**  
**DEADLINE:** **28 July 2003**

In November 2002 I advised you that we had developed an internet based binding authority registration system but its launch would be delayed until we were comfortable with its data security arrangements. We have now successfully tested the new system with 15 Lloyd's brokers, 1 direct dealing managing agent and 2 managing agents that lead binding authorities. I am delighted to advise you that the new system will be available to all Lloyd's brokers and managing agents from Monday 28 July 2003.

From this date Lloyd's brokers and direct dealing managing agents will be able to register binding authorities via the internet from their own offices. In addition, managing agents will be able to view records of the binding authorities they have led.

Set out in the attachment to this bulletin are the steps that you need to take in order to make use of the new system. In particular, the following key actions are required:

- Lloyd's brokers and direct dealing managing agents which need to register binding authorities should sign and return the attached User Agreement in duplicate as soon as possible but no later than **28 July 2003**.

- Managing agents which lead binding authorities should sign and return the attached User Agreement in duplicate as soon as possible but no later than **18 August 2003**.
- All users should identify a suitably experienced and senior individual as a website “super-user” and return to the Coverholders department (at the same time as the User Agreement) the details requested in the proforma attached as schedule 1 to the User Agreement (Please see Section C, Step 2 of Attachment 1).
- All “super-users” are required to attend a training session on the administration system and should book their place immediately (Please see Section C, Step 2 of Attachment 1).

You will also be aware that, jointly with the Market, we have been working on modernising the Byelaw and Regulations relating to coverholders and binding authorities. We are making excellent progress in this area and expect to provide final documentation of the “draft” new approach for final market exposure within the next month.

This bulletin has been sent to all managing agents, active underwriters, accredited Lloyd’s brokers, members agents, Market Associations, the ALM, Insure and, for information purposes to all recognised accountants.

**Please could all Lloyd’s brokers and managing agent recipients of this bulletin make sure that it is circulated to all members of staff involved in placing, leading and administering binding authorities.**

If you have any questions on this bulletin please contact Steve Draper (extension 6064, [steve.e.draper@lloyds.com](mailto:steve.e.draper@lloyds.com)) John Thompson (extension 6164, [john.f.thompson@lloyds.com](mailto:john.f.thompson@lloyds.com)) or Sarah Peppiatt (extension 6212, [sarah.peppiatt@lloyds.com](mailto:sarah.peppiatt@lloyds.com))

Matthew Chandler  
Head of Admissions & Coverholders  
Risk Management

**ON-LINE BINDING AUTHORITY REGISTRATION – AN OVERVIEW**

Full details of the on-line binding authority registration system are contained in the User Manual which will be issued to users upon their signing the User Agreement (see Section C, Step 2)

**A. New binding authority registration arrangements**

With effect from **28 July 2003** a new on-line binding authority registration system is being introduced. On **28 July 2003**, the capability will exist for all binding authorities (with certain exceptions, see Section F) to be registered using the new system by Lloyd's brokers or direct dealing managing agents from their own offices.

Once user firms have returned their User Agreement and completed their training on the administration of the system (see Section C, Step 2) users can commence registering binding authorities from their own offices immediately.

Until 29 August 2003 Lloyd's brokers and direct dealing managing agents, who have not had their website access package initiated, may present binding authorities for registration to the Coverholders department provided the information outlined in Section G is available.

The Coverholders department will be open for this facility during the following hours:

10-12 am (Tuesday to Friday) and 2.30-4 pm (Monday to Friday)

**B. Binding authority registration – an overview of the process**

The registration of a binding authority will be done in two stages.

The **first stage** (now known as provisional registration) will enable the Lloyd's broker or direct dealing managing agent to present the slip to underwriters with confirmation that the coverholder is approved. All binding authorities must be provisionally registered before underwriters are invited to subscribe to them. This applies to both new binding authorities and renewals. The print-out of the registration details from the web-site contains the binding authority registration number and date, and is the equivalent of the old "CABAC" stamp. Underwriters should check that the details shown on the print-out correctly reflect the placing slip, and may rely on the print-out as evidence of provisional registration.

The **second stage** (now known as full registration) requires the Lloyd's broker or direct dealing managing agent to confirm that the binding authority has been placed 100% and that the coverholder has agreed to the terms and conditions of the contract. The system requires that the date that the coverholder agreed to the terms and conditions be entered and the system will not allow registration to proceed if this date is after the contract inception date. However, until the new rules are effective on 1 January 2004, if rejection occurs amending the date on which the coverholder agreed to the terms and conditions to a date not later than the inception date will allow registration to proceed. If it does not, please contact the Coverholders department's Helpdesk on 020 7327 6275.

From **28 July 2003**, Lloyd's brokers or direct dealing managing agents are no longer required to provide the CD6 form confirming that the coverholder meets the criteria for continued coverholder approval to the Coverholders department. This confirmation will be dealt with by the new system. The Lloyd's broker or direct dealing managing agent must therefore ensure that adequate due diligence has been carried out on the coverholder before registering a binding authority.

**C. What you need to do to use the new system**

**Step 1 – Computer requirements**

The PC's that you use to register binding authorities will need access to the internet and the following minimum specifications.

- Recommended screen resolution setting 1024 x 768
- 56K Modem or above
- Browser – IE5.5 or later, or Netscape6+ or later
- Operating system – Windows 98, Windows NT or above
- Memory – 64MB over and above operating system, or higher if specified by the user's operating system
- Processor speed – 333MHz
- 128 bit encryption required

Any Lloyd's brokers or direct dealing managing agents not having these minimum requirements should contact Coverholders department by **28 July 2003**. Lloyd's may not be able to help in solving any technical problems if the above specifications are not met.

Please note that to use this site you must be prepared to accept cookies.

## **Step 2 – User-Agreement and getting started**

A suitably experienced and senior individual authorised by the board to do so, should sign the attached User Agreement completing the blanks on the first and last page relating to the firm's details. This agreement should then be returned to the Coverholders department **in duplicate** who will counter-sign and return a copy to you.

It is important that the User Agreement is returned as soon as possible as access to the new system will not be possible without it and could lead to delays in the registration of binding authorities. Please see deadlines below:

- Lloyd's brokers and direct dealing managing agents which need to register binding authorities should sign and return the User Agreement in duplicate as soon as possible but no later than **28 July 2003**.
- Managing agents who lead binding authorities should sign and return the User Agreement in duplicate as soon as possible but no later than **18 August 2003**.
- At the same time, please nominate a website "super-user" (whose responsibilities are outlined in section 5 of the User Agreement) and notify the individual's details to the Coverholders department using the proforma attached as Schedule 1 to the User Agreement.

When this information has been received and the "super-user" has received devolved administration training (please see page 5), the Coverholders department will arrange for the user firm's secure access to their coverholder and binding authority records to be granted and issue the Coverholders website access package.

The department will also issue Lloyd's brokers and direct dealing managing agents with lists of coverholders and their PINs (unique number allocated to each coverholder) for whom they have a current registered interest. The system security is such that users will only be able to view their own records.

Lloyd's brokers, direct dealing managing agents and those that lead binding authorities will then be able to access the website at the following URL:

<https://www.coverholders.lloyds.com>

The following training sessions for "super-users" on the administration of the system have been arranged in the Old Library of the 1986 building on the following dates:

Wednesday 23 <sup>rd</sup> July	1-2pm
Wednesday 6 <sup>th</sup> August	1-2pm
Thursday 14 <sup>th</sup> August	1-2pm
Thursday 21 <sup>st</sup> August	1-2pm
Wednesday 27 <sup>th</sup> August	1-2pm

Each session will last for approximately one hour. All "super-users" must attend a training session and bookings should be made by **28 July 2003**.

Please note that these sessions are on the administration of the system only and should only be attended by proposed "super users". To book your place, please contact Jill Whistler by telephone 020 7327 6271 or email [jill.m.whistler@lloyds.com](mailto:jill.m.whistler@lloyds.com). Please let us know if the individual attending the session is a non Lloyd's ID holder and we will arrange a temporary pass.

**D. Website training and Help facilities**

The feedback we have had from market trials is that the website functions are self-explanatory and straightforward to use. We have therefore decided it is not necessary to provide specific training to each Lloyd's broker and direct dealing managing agent. Instead, we will provide the following to assist users experiencing problems:

- Website user manual (this is circulated as part of the access package)
- On-line help screens (these are available for every website function and at each stage of the registration process)
- Coverholders department Helpdesk – this can be contacted by telephone 020 7327 6275 during the hours of 8:30am and 5:30pm or e-mail [Lloyds-coverholders-department@lloyds.com](mailto:Lloyds-coverholders-department@lloyds.com)

All questions concerning connection to the site and other such technical matters should be referred in the first instance to the firm's "super user". If the "super-user" cannot resolve the problem, then the Helpdesk facility should be contacted.

If the user cannot access the web-site (i.e. get as far as the "Home" page), the "super user" should contact Lloyd's IT help desk on 020 7327 5333.

If, however, the user has managed to get as far as the "Home" page but then encounters a problem, then the "super user" or user should contact the Coverholders department's Help Desk on 020 7327 6275.

From **1 September 2003**, in exceptional circumstances we will provide some assistance to Lloyd's brokers and direct dealing managing agents in registering their binding authorities using the computer terminals on Gallery 5 of the 1986 Building or the brokers' own offices. (For details of the exceptional circumstances and the information that you will need in order to utilise this facility please see Section G).



**E. Managing agents whose syndicates lead binding authorities**

Managing agents whose syndicates lead binding authorities may view details of those binding authorities on the web-site provided they sign a User Agreement and arrange for their devolved administration in the same way as Lloyd's brokers (see section C)

Managing agents whose syndicates follow those leaders cannot view details on the web-site at this stage of development of the new system.

Once the placing Lloyd's broker or direct dealing managing agent has entered the lead syndicate number on the web-site, the Compliance Officer of the managing agent of that syndicate will receive copies of system-generated e-mails advising them of basic binding authority registration details. Managing agents should pay particular attention to e-mails which confirm "full" registration. This means that the placing broker has confirmed to Lloyd's that there is 100% cover and that the coverholder has agreed to the terms and conditions of the binding authority. However, prior to 1 January 2004, when the new rules come into effect, it may not be possible in all cases for Lloyd's brokers and direct dealing managing agents to provide these confirmations accurately. This is something which the managing agent may wish to verify.

Managing agents who may have, in the past, requested Lloyd's brokers to supply them with copies of form CD6 (confirmation that the coverholder meets the minimum criteria for continued coverholder approval) should note that this form will be discontinued with effect from 28 July 2003. Instead, the e-mail which managing agents receive contains a footnote stating that by electronically registering a binding authority the placing Lloyd's broker or direct dealing managing agent is confirming that the coverholder meets the minimum criteria for continued coverholder approval.

## **F. UK coverholders**

For many years it has been necessary to register certain, but not all binding authorities for UK coverholders.

From **28 July 2003**, the following arrangements will apply for UK coverholders:

- Binding authorities for all current UK approved coverholders should be registered electronically.
- All binding authorities where the Lloyd's broker is the coverholder should now be registered electronically.

The new approach will require all UK coverholders to be approved other than those that operate under rates and terms pre-determined by the managing agent. We will be working with Lloyd's brokers and direct dealing managing agents to "grandfather" those coverholders that require approval by **30 September 2003**. Once grandfathered, the binding authorities for these coverholders must be registered electronically. Until this date, the binding authority should be presented to the Coverholders department for registration (see procedures in Section G). We will contact Lloyd's brokers and direct dealing managing agents separately to identify these coverholders.

Binding authorities for all other non-approved UK coverholders that operate under rates and terms pre-determined by the managing agent do not need to be registered.

**G. Backup arrangements for registering binding authorities electronically**

Other than as a temporary measure for certain UK coverholders (see Section F), this facility may only be utilised in exceptional circumstances where Lloyd's brokers or direct dealing managing agents are unable to use the PC's in their own offices and have an urgent binding authority that needs to be registered. Please be advised that you will need to present the slip accompanied with the following information:

**For "Provisional Registration" (see section B)**

1. Within the placing slip, the following is essential:
  - the placing broker's number and pseudonym
  - the placing broker's reference
  - the name and address of all coverholders
  - the binding authority type i.e. full or limited
  - whether the binding authority is for insurance or reinsurance business
  - the class(es) of business
  - the territories from which the business is sourced

(If the classes and territories vary from coverholder to coverholder, this must be pointed out at the time of registration)

It will not be possible to provisionally register a binding authority without this essential information but partial information may be saved as a draft.

2. The Lloyd's broker or direct dealing managing agent must be able to confirm that the coverholder meets the criteria for continued coverholder approval.
3. The name and e-mail address of the contract manager within the placing Lloyd's broker or direct dealing managing agent must be provided. That person must have given the person presenting the binding authority for registration permission for the contract manager's name and e-mail address to be recorded on the web-site.

**For “Full registration” (please see section B above)**

4. Within the placing slip, the following is essential ( some are optional at the provisional registration stage):
  - the inception date of the binding authority
  - the end date of the binding authority
  - the individual risk codes attaching to the class(es) of business
  - the gross premium income limit for the whole binding authority
  - the gross premium income limit for each coverholder
  - whether the coverholder(s) have claims handling ability, and, if so, the level at which claims must be referred to underwriters.
  - the Lead Lloyd’s syndicate
  - confirmation that the contract has been placed 100%
  - confirmation that the coverholder is aware of and agrees to the terms and conditions of the contract and the date that this confirmation was received (Again, if the inception date, end date, risk codes and claims handling authority vary from coverholder to coverholder, this must be pointed out at the time of registration)

**H. 2003 binding authorities**

It is our intention to make available records for all 2003 binding authorities on-line. In September 2003, we will therefore be working with Lloyd’s brokers (and direct dealing managing agents) in order to convert all binding authorities that have been registered from 1 January 2003 to 1 September 2003 onto the new system.

## **I. Future developments for the on-line binding authority registration system**

This launch represents an important first step, but we are planning a number of future developments:

- Introduce a requirement for the allocation of a unique contract number which must be inserted in all insurance documentation issued by coverholders in order to identify easily the contract (October 2003)
- Recording all UK coverholders who issue Lloyd's paper (2004)
- Provide an on-line facility for the maintenance of certain standard information by Lloyd's brokers (and dealing direct managing agents) and coverholders (e.g. licences, accounts and PI certificates) (2004)
- Develop links with other databases to facilitate the management of risks related to delegated authority (2004)

**TERMS AND CONDITIONS**

**THIS BINDING AUTHORITIES WEBSITE USER AGREEMENT**

**Is between**

Lloyd's of London of One Lime Street, London, EC3M 7HA ("Lloyd's"); and

[ *insert name of firm* ] of [ *insert the*  
*address of the firm* (the "user", or "firm", "you" or "your").

**Whereas**

- A. Lloyd's has developed an internet-based Binding Authority Registration system ("the System") to replace the manual process.
- B. Lloyd's Coverholders department ("the Coverholders department") agrees that certain firms of Lloyd's brokers and Managing agents may access the web-site in order to view details of their clients' (the coverholders) approval, and register their coverholders' binding authorities.

**1. Terms and conditions of use**

- 1.1 Lloyd's reserves the right to grant, restrict or revoke access of users or prospective users to the system.
- 1.2 To register to access the System that Lloyd's provides on or through the Lloyd's website (<https://www.coverholders.lloyds.com>) (or alternative site as advised from time to time) the firm must have the legal capacity to do so and be at or over the statutory minimum age of consent in the jurisdiction of residence.
- 1.3 The firm acknowledges that it accepts and is bound by these terms and conditions.
- 1.4 A person who has neither accepted nor been deemed to have accepted these terms and conditions has no right to enforce any of these terms or conditions.
- 1.5 The firm warrants that it has the consent of individuals to the processing (including international transfer) of personal information about those individuals for the purposes of the conduct of business at Lloyd's.

## **2. User licence**

2.1 Lloyd's grants access to the System on the terms set out in this agreement by way of an "Access Package" which will comprise of:

- a devolved administration pack including one electronic device (Secure id token) for the sole use of the Super user, and instructions for use; and
- a user manual.

2.2 The Secure id token has a life span of 3 years, and each Super user will be required to apply for a replacement at the appropriate time. Each Secure id token is a unique token with a random six digit number, which changes every minute, supplied by Lloyd's in accordance with the terms of this Agreement, to be used in conjunction with a Super user's individual PIN code.

## **3. Price**

3.1 Lloyd's reserves the right to impose a charge for any access to the System and for new or replacement Secure id tokens.

## **4. User responsibilities**

4.1 Each firm shall nominate a "devolved administrator" (or "Super user").

4.2 The firm will notify Lloyd's of the contact details of their appointed Super user and shall ensure that those contact details are kept up to date.

4.3 The Super user will be responsible for the appointment of "users" within the firm who will have access to the System in accordance with the terms of this agreement.

4.4 Users may only register binding authorities for the coverholders where the firm has registered their interest as described in the user manual, and view details of binding authorities that their firm has registered.

4.5 The user will not provide any other individual or company with his or her user id and password.

4.6 Lloyd's or its agents may monitor usage of a user's password and unusual patterns of usage will be investigated.

4.7 A breach of the terms and conditions may render the user liable to investigation by Lloyd's (in addition to other remedies available to Lloyd's).

4.8 Users must register binding authorities in accordance with the Delegated Underwriting Byelaw and the rules set out in the subordinate documentation.

- 4.9 Users must advise the Coverholders department if any contact details or information relating to a coverholder is shown incorrectly.
- 4.10 Users must ensure that the coverholder meets the criteria for continued coverholder approval.

## **5. Super User responsibilities**

- 5.1 The Super user will provide (in writing) the Coverholders department the information prescribed in Schedule 1 to this agreement at the same time as signature of this agreement.
- 5.2 In addition to the user responsibilities, the Super user shall be responsible for
- a) Adding individual users within the firm;
  - b) Ensuring persons are appropriate to be added as users;
  - c) Allocating and re-setting user passwords;
  - d) Removing individual users;
  - e) Acting as a first contact point if users within the firm require “Help” (in accordance with the User Manual);
  - f) Ensuring the Coverholders department is advised of any new broker numbers and pseudonyms (and deletions thereof) used by the firm in connection with binding authority business;
  - g) Informing the Coverholders department where the firm is no longer a placing broker for the coverholder’s business;
  - h) Ensuring that the Coverholders department is advised of any change of the firm’s Compliance Officer and his/her e-mail address; and
  - i) Monitoring the conduct of users to ensure that they comply with these terms and conditions.
- 5.3 Subject to any “Chinese walls” that the Super-user may impose by means of user access, users may only view full coverholder details where their firm has registered with Lloyd’s an interest in placing the coverholder’s binding authorities.
- 5.4 Super users should not share their secure id token or their registered personal code number for that token with anyone else.
- 5.5 If the Super user acts for two or more firms within a group, in addition to carrying out those responsibilities and duties set out in this agreement in respect of all group member firms, the Super user shall ensure that the Coverholders department is advised of any change of broker grouping.
- 5.6 In the event that a firm’s registered users cease to be authorised by the firm or Lloyd’s to use the System for any reason including but not limited to change of function, termination, departure or any other action that would prevent them from having access to the System, the Super user will cause their Username and Password to be removed immediately in order that they may no longer access the System.



5.7 Super users are responsible for ensuring that the Coverholders department are informed immediately of any loss of a secure id token.

## **6. Acceptable Use Policy**

6.1 Users may only use the System in accordance with these terms and conditions and will be responsible for complying with all applicable laws, regulations and codes of practice within the jurisdiction from which they are accessing the System.

6.2 Users must not:

- a) Post, transmit or disseminate any information on or via the System which is or may be harmful, obscene, defamatory or otherwise illegal;
- b) Use the System in a manner which causes or may cause an infringement of the rights of any other;
- c) Use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the System including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;
- d) Deface, alter or interfere with the “look and feel” of the System or the underlying software code;
- e) Take any action that imposes an unreasonable or disproportionately large load on the System or related infrastructure; or
- f) Obtain or attempt to obtain unauthorised access, via whatever means, to any of Lloyd’s networks.

6.3 In circumstances where a user is in breach of any of the above conditions Lloyd’s reserves the right to modify or alter any information submitted by that user on the System, but this shall not affect any other remedy which may be available to Lloyd’s.

## **7. Lloyd’s responsibilities**

7.1 Lloyd’s shall use its reasonable endeavours to ensure that any Secure id tokens provided to firms or users are in reasonable working order but Lloyd’s accepts no responsibility or liability for a user’s inability to access the System for whatever reason.

7.2 In the event that the System becomes unavailable, if requested, Lloyd’s will endeavour to provide users with the information that is necessary to fulfil a binding authority registration within a reasonable time in an alternative suitable format.

## **8. Intellectual Property**

8.1 All intellectual property rights, including but not limited to trade marks, copyright, database rights and patents, together with the underlying software code on the System, and in the content published on the System, unless otherwise indicated, are owned either by Lloyd’s or made available to Lloyd’s under licence from third parties.

- 8.2 The System and all content published on the System (unless otherwise indicated) is protected by copyright in England and other jurisdictions. All trade marks and devices displayed on the System, unless otherwise indicated, are owned by Lloyd's and/or its licensors, and may be registered in many jurisdictions across the world.
- 8.3 Any use or reproduction of these trade marks and/or devices is prohibited and users may only use the name and logo of the System or any other trade mark with the prior written consent of Lloyd's.

## **9. Updates**

- 9.1 Lloyd's may make improvements or changes to the System. Changes or improvements that are material will be notified to the firms.
- 9.2 Lloyd's may also modify these terms and conditions at any time, and such modification shall be effective immediately upon posting of the modified terms and conditions on the System. Accordingly, continued access or use of the System is deemed to be its acceptance of the modified Terms and Conditions. Material modifications to the terms and conditions will be notified to the firms.

## **10. Third Party websites**

10. Lloyd's makes no representations as to the security, quality or propriety of any website which may be accessed through the System and accepts no liability for the content or for any loss or damage caused or alleged to have been caused by the use of or reliance on information contained in such websites or goods or services purchased from them.

## **11. Data Protection**

- 11.1 The firm shall maintain all licences and registrations required under the Data Protection Act 1998 ("the Act") and associated laws, and comply with all such applicable laws (including the data protection principles set out in the Act) from time to time in force.
- 11.2 Any Personal Data contained in the System shall not be disclosed by users to any third party without the prior consent of Lloyd's or the coverholder as the case may be.
- 11.3 The firm warrants that any Personal Data that it processes with respect to the use of the System shall be processed in accordance with the relevant provisions of the Act, including ensuring that the necessary security and operational procedures are in place to protect against unauthorised or unlawful processing and against accidental loss or destruction of or damage to such Personal Data.
- 11.4 Having specific regard to the Eighth Principle of Schedule 4 of the Act the firm confirms that, unless that firm has the prior written consent from the data subject to do

so, it will not attempt to access, transfer or process any data subject's Personal Data outside of the European Economic Area for any reason whatsoever.

- 11.5 The firm shall indemnify Lloyd's from and against any costs, losses, liabilities or expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from the firm's failure to comply with its obligations under this clause.

## **12. Security**

- 12.1 Firms and users should be aware that the Internet, being an open network, is not secure. If users choose to send any electronic communications to Lloyd's by means of the System (whether by means of email or posted messages on the System), they do so at their own risk. Lloyd's cannot guarantee that such communications will not be intercepted or changed or that they will reach the intended recipient safely.
- 12.3 Lloyd's will use all reasonable endeavours to ensure that the System is reasonably secure. However, Lloyd's cannot guarantee that any information displayed on the System has not been interfered with or without our consent.

## **13. Warranties**

- 13.1 The System is provided "as is" and Lloyd's give no warranties in respect thereof.
- 13.2 Specifically, but without limitation, Lloyd's does not warrant that:
- a) Users will be able to use the System or that it will continue to be made available in its current or any other form; or
  - b) The System or any software or material of whatsoever nature available on or downloaded from it will be free from viruses or defects, compatible with firm's equipment or fit for any purpose. It is the firm's responsibility to use suitable anti-virus software on any software or other material that firm's may download from the System and to ensure the compatibility of such software or material with the firm's equipment and software; or
  - c) Any content or information published on the System is accurate or complete. The editorial content of any other website to which users have gained access by means of any hyperlink published on the System remains the responsibility of the provider of that other website.
- 13.3 Any warranties which would otherwise be implied by law (including, without limitation, warranties as to satisfactory quality, fitness for purpose or skill and care) are hereby excluded.
- 13.4 Lloyd's will not (subject only to the exclusion provisions set out in these terms and condition) be liable to the firm or users, whether for negligence, breach of contract or otherwise, for any loss or damage of whatsoever nature suffered by the firm or users (including, without limitation, direct loss or damage, indirect or consequential loss or

damage, loss of goodwill, loss of business opportunity, loss of data or loss of profit), arising from:

- a) Any computer virus or other bug transmitted through the System;
- b) The user's use or inability to use the System at any time and for any reason and any error in the provision of the System;
- c) The firm or user's use of and/or reliance on other websites to which you have gained access by means of hyperlinks published on the System;
- d) Any inaccurate or out-of-date information published on the System;
- e) The firm's or user's failure to comply with any law or regulation that is applicable; or
- f) The user or firm's reliance on any information published on the System.

13.5 Nothing in these terms and conditions shall operate to exclude or restrict Lloyd's liability for either fraud, or death or personal injury resulting from Lloyd's, or Lloyd's employees', negligence.

13.6 Lloyd's does not represent or warrant that the System will be available for access all the time or at any time on a continuous, uninterrupted basis. In particular, but without limitation, please note that:

- a) It may on occasions be necessary to close or suspend provision of any of the services on the System for the purposes of repair, maintenance or development; and
- b) Access to the System or operation of any of the services may be interrupted by circumstances beyond Lloyd's control.

13.7 Lloyd's does not accept liability for any inconvenience or loss of cover that firm's or users may suffer as a result of interruption of the System.

## **14. Indemnity**

14.1 The firm agrees to indemnify, defend and hold Lloyd's harmless from and against any liability, loss, damages, costs, claims and expenses (including reasonable legal fees) suffered or incurred by Lloyd's at any time as a result of the users access to or use of the System or the breach or non-performance by the users or the firm of any of these terms and conditions.

## **15. Disclaimer**

15.1 The access to and services provided on the System do not include, and do not purport to include giving advice of any kind whatsoever.

15.2 Lloyd's is not responsible for the accuracy of any information contained on the System and users are responsible for verifying the accuracy of any information on which users intend to rely.

15.3 Although Lloyd's has taken all reasonable care to prevent unauthorised access to the System and to ensure that the information provided on the System is secure, Lloyd's

gives no warranties of any kind, express or implied, with regard to the accuracy, timeliness or completeness of any such information, nor to its not having been interfered with.

- 15.4 Lloyd's does not warrant that the System or the server from which it is accessed is free from viruses or other harmful components.

## **16. Recording on Server Logs and Cookies**

- 16.1 Lloyd's may automatically receive and record information on its server logs from a users browser, including its IP address and the page it requested. Lloyd's may also set and access Lloyd's cookies on the user's computer.

## **17. Termination**

- 17.1 Lloyd's reserve the right unilaterally to terminate at any time the provision of Lloyd's services to the firm and its users and to deny access to Lloyd's services immediately.
- 17.2 Lloyd's may terminate use of the System immediately upon written notice (such notice to include notice by email) to the firm for any reason, including but not limited to, abuse or misuse of the System as determined by Lloyd's in its sole discretion.
- 17.3 Termination of this Agreement will not affect any obligations that accrue before such termination.

## **18. Severability and inconsistency**

- 18.1 If any provision of these terms and conditions shall be unlawful, void or for any reason unenforceable, that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions of these terms and conditions.
- 18.2 Where there is any inconsistency between these terms and conditions and any product documentation, associated documentation or other areas of the System these terms and conditions will take precedence.

## **19. Governing law and language**

- 19.1 These terms and conditions and all matters arising from or in connection with them shall be governed and construed in accordance with English law and the firm agree that courts of England and Wales shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out the System and these terms and conditions.

**20. Enforcement**

20. The failure by Lloyd's to enforce any of these terms or conditions shall not be deemed as a waiver of the right to enforce such term or condition.

**SIGNED** for and on behalf of Lloyd's

Signed: .....

Name: .....

Date: .....

**SIGNED** for and on behalf of *insert name of firm*

Signed: .....

Name: .....

Date: .....

## SCHEDULE 1

Information that the Super user must provide to Lloyd's :

Super User's First Name	
Super User's Surname	
Firm's Name	
Firm's Address	
Super User's Email Address	
Super User's Telephone Number	
Super User's Fax Number	