

Terms and Conditions

We offer an online quotation service and an online cover service ("**One TMK**").

"TMK", "we", "our" or "us" means Tokio Marine Kiln and the terms "you" or "your" means the insurance broker accessing One TMK and or any legal entity the insurance broker represents, in the use of One TMK.

These Terms and Conditions of Use and our Privacy Policy ("Terms"), govern Tokio Marine Kiln's relationship with you in relation to One TMK. By accessing One TMK, you are agreeing to comply with and be bound by the Terms. Please read our Terms carefully and make sure that you understand them, before transacting any insurance business on One TMK. You must have a current and valid terms of business agreement (TOBA) with Us. If there is an inconsistency between any of the provisions of these Terms and provisions of the TOBA, the provisions of the TOBA shall prevail to the extent of such inconsistency.

YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. You are responsible for use of the services when access to One TMK is obtained through the use of your user identification code ("UIC") . You are solely responsible for keeping your UIC secure and confidential. You should not share, display, disclose or permit your UIC to be disclosed to any other party. You must notify us immediately if you know or suspect that your UIC has been compromised. Unless you notify us accordingly, we will assume that all transactions carried out using your UIC are authorised transactions.
2. You warrant that you have the capacity to, and the insured's full authority to access One TMK to request cover for the insured and enter into a contract of insurance in the insured's name. You warrant that you have the full authority of the insured to agree and comply with the obligations set out in these Terms, in respect of the arrangement, negotiation or conclusion of any contract of insurance.
3. You undertake to ensure that all information submitted by you on One TMK will be complete and accurate in all material respects and will not contain any confidential information of third parties unless they have expressly consented to the disclosure of that information. You warrant that you will comply with all applicable laws, regulations, codes in the use of One TMK (including but not limited to the Computer Misuse Act 1990).
4. We have the right to disable any UIC at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.
5. Messages sent over One TMK and the internet (including e-mail) may not be secure, as they are subject to possible interception, monitoring, delay, loss or alteration. We shall not be responsible for any loss or alteration, delay or unauthorised interception of information transmitted via the internet which is beyond our control.

6. We shall not be liable for any losses, damages, costs, claims, expenses or liabilities whatsoever (whether direct, indirect, special, consequential or otherwise) arising out of or in connection with, the content of One TMK, any unavailability of One TMK or certain areas of One TMK, any amendments or changes to One TMK or its content, a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of One TMK otherwise than in accordance with these Terms.
7. After you place an order, we will confirm our acceptance to you by sending you an e-mail that confirms that the insurance cover is in place.
8. We may amend or revise these Terms from time to time to reflect changes in relevant laws and regulatory requirements and or any other circumstance.
9. You acknowledge that all intellectual property rights in all materials in One TMK remain the property of TMK or the relevant third party proprietor, licensor or other content owner. Except as expressly permitted herein, no portion of the information on One TMK may be reproduced in any form, or by any means, without prior written permission from TMK.
10. One TMK may contain links to third party websites. Access to any other website linked to One TMK is at your own risk and we are not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites or the security of any link or communication with those sites. We reserve the right to terminate a link to a third party site at any time. The fact that we provide a link to a third party website, does not mean that we endorse, authorise or sponsor that website, nor does it mean that we are affiliated with the third party website's owners or sponsors.
11. To the extent permitted by law, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms for: any loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or any indirect or consequential loss.
12. We shall not be liable for any failure to perform, or delay in performance of, any of our obligations and we shall not be in breach of these Terms in the event of any act or event beyond our reasonable control. If an event outside our control takes place that affects the performance of our obligations, we will endeavor to notify you as soon as reasonably possible.
13. Any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).