

## TRAVELCERT TERMS OF USE

BY ACCESSING AND USING THE TRAVELCERT SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OUR SITE AND SERVICE.

### 1. Who we are and the Service we provide

- 1.1. Thank you for creating a TravelCert account. TravelCert is a website provided by Arthur J. Gallagher Insurance Brokers Limited (“we”/“our”/“us”), in the United Kingdom. We are registered in Scotland under company number SC108909 and have our registered office address at Spectrum Building, 7th Floor, 55, Blythswood Street, Glasgow, G2 7AT. We are authorised and regulated by the Financial Conduct Authority.
- 1.2. Your Organisation has entered into an agreement with us to provide the TravelCert service to you ("Organisation").
- 1.3. We have developed an online travel insurance administration service (the "Service") through which individuals covered by a valid group travel insurance policy held by an Organisation ("users" or "you") can perform certain administrative functions in respect of that insurance policy (the "Policy" ("Policies" shall be construed accordingly)). A full description of the Service and its features can be found at <http://travelcert.ajg.com>. The Service is provided through our TravelCert website at <https://travelcert.ajg.com> (the "Site") and includes all associated services.

### 2. Our contract with you and changes to these Terms

- 2.1. Your access to and use of the Site and Service is conditioned upon your acceptance of and compliance with these Terms and Conditions (the "Terms").
- 2.2. These Terms form a legally binding agreement between you and us.
- 2.3. We reserve the right to modify these Terms at any time without notice. Modifications and additions to the Service itself are also subject to these Terms. Every time you wish to use the Site or the Service, please check these Terms to ensure you understand the Terms that apply at that time. Your continued use of the Service after these Terms or the Service have been modified will constitute your acceptance of any changes.
- 2.4. We recommend that you print a copy of these Terms for future reference.

### 3. Using the Site and Service

- 3.1. You do not have to pay to use the Site or the Service.
- 3.2. The Site is made available to you to access worldwide, subject to applicable laws. We cannot guarantee that content available through the Site or the Service is appropriate for use or available in all countries.
- 3.3. You agree to use the Service only for lawful purposes and only in compliance with:
  - 3.2.1 all applicable local, national and international laws and regulations connected with the Service;
  - 3.2.2 these Terms;
  - 3.2.3 Our Processor Notice as can be found here: [PROCESSOR NOTICE \(ajg.com\)](#)
  - 3.2.4 any reasonable instructions, regulations and guidelines that we may issue via the Site in relation to the Service from time to time.
- 3.4. When using the Service, you must:
  - 3.4.1 ensure all information submitted is true, accurate, current and complete;

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- 3.4.2 ensure you have all necessary authorisations from your Organisation to use our Service;
- 3.4.3 not violate the technical restrictions on the Site or bypass or circumvent other measures employed to prevent or limit access to the Site or any of the content as appears on the foregoing.

#### **4. Registration and keeping your account details safe**

- 4.1. To use the Service you will need to register your details and create an account ("Account"). You are responsible and liable for all activities conducted through your Account, regardless of who conducts those activities. To create and hold an Account, you must:
  - 4.1.1 be an individual (automated signups, whether in bulk or not, are forbidden);
  - 4.1.2 be covered by a valid Policy (note copies of your Organisation's Policies should be available for review on your Organisation's intranet – if this is not the case, please contact your Organisation's Insurance Office for support);
  - 4.1.3 not use or maintain more than one Account;
  - 4.1.4 choose a password to access your Account. If you are provided with any user identification code, password or any other piece of information as part of our security procedures, you are responsible for safeguarding this information and must treat it as confidential. You must not disclose it to any third party. You are responsible for any activities or actions carried out under your Account, and disclosure of your password to any other person is entirely at your own risk. We encourage you to use "strong" passwords with your Account. AJG will not be liable for any loss or damage arising from your failure to comply with these requirements;
  - 4.1.5 comply with these Terms;
  - 4.1.6 provide true, accurate, current, and complete information about yourself (including your name, date of birth and email address) as prompted by the registration form ("Registration Data") and as otherwise required for use of the Service. You are responsible for maintaining your Registration Data and other profile information to ensure it remains accurate and up to date.
- 4.2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 4.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify your Organisation's insurance office.

#### **5. Content**

- 5.1. The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Site.
- 5.2. Although we make reasonable efforts to update the information on the Site, we do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any content as appears on the Site. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect to any such content.
- 5.3. Content posted to the Site may be subject to copyright protection and other restrictions imposed by the holder of the copyright to such content. You are solely responsible for determining whether your use of material submitted to the Service is lawful. However, we may

respond to any notice given to us of copyright infringement, libel, slander or obscenity in accordance with applicable laws. We reserve the right to remove content from the Site with reasonable notice for any reason at any time without liability.

## **6. Closing your Account**

- 6.1. We reserve the right to suspend or terminate your Account and refuse all future use of the Service, or any other service provided by us, for any reason at any time, including but not limited to your breach of these Terms, and/or upon your Organisation notifying us that you are not covered by a valid Policy and/or are otherwise not authorised by them to travel under the Policies.
- 6.2. We may suspend or terminate the Service at our sole discretion. Such suspension or termination of the Service will result in temporary or permanent blocking of your access to the Site and may result in the deletion of your content from TravelCert. We reserve the right to refuse access to the Service to any individual at our sole discretion.
- 6.3. You may terminate your Account at any time by sending us a request via the Service.
- 6.4. On termination of your Account, you will no longer be able to access content from the Service, and so it is your responsibility to ensure that you save any of your content that you wish to retain prior to any termination. Termination of your Account will automatically terminate these Terms, except that the following clauses will continue in force despite such termination: 7, 11 and 14.

## **7. Copyright and Intellectual Property**

### **7.1. Generally**

We and our licensors reserve all rights in and to the Site and Service and all content thereon except as expressly set out in these Terms.

### **7.2. Ownership of the Service**

We and our licensors own all intellectual property rights in the Service, the Site, including but not limited to the name of the Service, logos, images and interface elements contained within the Service. You may not copy, modify, adapt, distribute, disassemble, reverse engineer or decompile any aspect of the Service owned by us or our licensors.

### **7.3. Your right to use the Service**

We hereby grants to you a limited, non-transferable, non-sublicensable, worldwide licence during the term of these Terms, to use the Site and the Service as set out in these Terms. You may additionally make copies of, and print, PDF copies of the travel certificates (and related documents) we provide as part of the Service, provided these are for your own personal use.

You must not use any part of the Service or content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.

### **7.4. Further use of content**

Any content, material, information or idea you transmit to us by any means may be disseminated or used by us or our affiliates without compensation or liability to you for any purpose whatsoever, including where we make your content available to your Organisation, your insurer (or a prospective insurer) or other companies, institutions or individuals who partner with us. You hereby waive any moral rights that you may have in your content during and after the term of these Terms. However, this provision does not apply to personal information, which is subject to your Organisation's Privacy Policy.

### **7.5. Termination of licences**

If you breach your obligations under these Terms, all licences granted to you under these Terms will automatically terminate.

## **8. Administration of Policies**

- 8.1. In the event that you use the Service to administer your Policy, you acknowledge that we have no control or responsibility, and we accept no liability whatsoever in respect of such administration. The operation of the Policies is strictly a matter as between you, your Organisation, and the relevant insurer(s). We will not be responsible for, and accept no liability whatsoever for, the administration activities you perform as part of the Service.
- 8.2. We do not facilitate payments through the Service, and you acknowledge and agree that you will not at any time use the Service to provide or make available any payment details to us or to any third party (including an insurer or your Organisation). We will not be responsible for, and accept no liability whatsoever for, any payment details you make available through the Service.
- 8.3. We will not be responsible for dealing with any queries and complaints from users in relation to the Policies, Organisation or the insurers of the Policies – such queries and complaints should be directed to the relevant insurer or your Organisation as applicable.

## **9. Site and Service Availability**

- 9.1. We do our best to make sure that the Service is available 24 hours a day, 7 days a week, however there will be times when the Site and Service will be interrupted for maintenance, updates, upgrades or repairs or due to failure of services or equipment that is beyond our control. We reserve the right to modify, restrict, suspend or withdrawal all or part of the Service and Site at any time with reasonable notice of any suspension or withdrawal.
- 9.2. Your device must be connected to the internet for the Site to function correctly. You are responsible for making all arrangements necessary for your device to have internet connectivity and are responsible for all sums your service provider may charge you arising out of the Site transmitting and receiving data (including but not limited to data roaming charges).
- 9.3. We are not liable for any modification, delay, interruption in or discontinuance of the Service and that you are solely responsible for creating backups of any content that you submit to the Service or content that you download from or through it.

## **10. Third Party Sites**

The Site or Service may contain links to third-party websites or resources ("Third Party Sites"). These links are provided for your information only. You acknowledge and agree that we are not responsible or liable for (i) the availability or accuracy of such Third Party Sites, or (ii) the content, products or services on or available from such Third Party Sites. Links to such Third Party Sites do not imply any endorsement by us of such Third Party Sites or any content, products or services available from such Third Party Sites. You acknowledge sole responsibility for and assume all risk and liability arising from your use of such Third Party Sites.

## **11. Privacy**

Your personal data will be processed in accordance with our Processor Notice which can be found here: [PROCESSOR NOTICE \(ajg.com\)](#)

## **12. Travel Destinations**

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. You must review the travel prohibitions, warnings, announcements and advisories issued by:

- (i) the U.K. Foreign office here <https://www.gov.uk/foreign-travel-advice> and/or

- (ii) the U.S. Department of State here  
<https://travel.state.gov/content/passports/en/alertswarnings.html>

prior to using TravelCert to notify the relevant insurer(s) and your Organisation of your upcoming travels in line with your Organisation's Travel Policy which can be obtained via their Insurance Office.

### **13. We are not responsible for viruses and you must not introduce them**

- 13.1 We do not guarantee that the Site will be secure or free from bugs or viruses.
- 13.2 You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software.
- 13.3 You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

### **14. General Conditions**

#### **14.1. No warranty**

We provide the Site and Service to you on an "as is" and "as available" basis, and to the maximum extent permitted by law give no representations or warranties of any kind, either express or implied. You assume sole responsibility and risk for your use of the Site and Service and any content you submit to the Service. We will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Site or Service or any content.

#### **14.2. Limitation of Liability for loss or damage suffered by you**

##### 14.2.1 Whether you are a consumer or a business user

- (i) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- (ii) You agree that, to the maximum extent permitted by law or any regulatory body (i) neither us or any of our affiliates, officers, employees, agents, representatives, partners, or licensors will be held responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive losses (including any loss of data) arising out of or relating in any way to these Terms, your use of or inability to use the Site and/or Service or your use of or reliance on any content displayed on the Site and (ii) our maximum aggregate liability under or in relation to these Terms, howsoever arising, whether under contract, tort (including negligence), statute or otherwise is limited to an amount equivalent to two hundred and fifty British Pounds (£250). Except as expressly set out in these Terms or by applicable law, your sole remedy for dissatisfaction with the Site and Service is to stop using the Site and the Service.
- (iii) Indemnification

You agree, at your own expense, to indemnify, defend, and hold us harmless, our affiliates, officers, employees, agents, representatives, partners, licensors and sponsors against any and all loss or damage related to your use of or access to the Service, or violation of these Terms by you or by someone else using your Account.

##### 14.2.2 If you are a business user

- (i) We exclude all implied conditions, warranties, representations or other terms that may apply to the Site or any content on it.
- (ii) 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, the Site; or
  - (b) use of or reliance on any content displayed on the Site.
  - (c) In particular, we will not be liable for:
  - (d) loss of profits, sales, business, or revenue;
  - (e) business interruption;
  - (f) loss of anticipated savings;
  - (g) loss of business opportunity, goodwill or reputation; or
  - (h) any indirect or consequential loss or damage.

#### 14.2.3 If you are a consumer user

Please note that we only provide the Site and Service for domestic and private use. You agree not to use the Site and Service for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### 14.3. Severability

If any clause (or part of a clause) in these Terms is determined to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the parties agree that the court should endeavour to give effect to the parties' intentions as reflected in the paragraph, and the validity and enforceability of the rest of these Terms will not be affected.

#### 14.4. Waiver

If either party fails to enforce any right reserved by it in these Terms, that failure will not constitute a waiver of that right.

#### 14.5. Governing Law

14.5.1 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

14.5.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### 14.6. Entire Agreement

These Terms represent the entire understanding between you and us in respect of your relationship with us as a user and supersede any previous agreements between you and us including previous revisions of these Terms.

#### 14.7. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### 14.8. Assignment

You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under these Terms without our prior written consent.

#### **14.9. No Partnership**

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

#### **14.10. Contact us**

If you would like to contact us about TravelCert, please contact [AJG.TravelCert@ajg.com](mailto:AJG.TravelCert@ajg.com)