



Quilter International Isle
of Man Limited - Client Centre
Service E-commerce
Registration Application
and Terms & Conditions

Valuations only for Original Single or Joint Policyholders

Important: This facility is only available to an individual Policyholder who is the original owner (or where there is more than one, who is one of the original owners) of the Policy concerned. It is not available to trustees, assignees or attorneys acting under a Power of Attorney.

By accepting our Terms & Conditions you are requesting us to add any Policy owned by you, including any Policy held jointly with another, to our Client Centre Service.

Please read carefully your duties regarding the security of this service as outlined in section 9 below.

You should then print off a copy of these Terms & Conditions for future reference.

1. E-commerce Registration Terms and Conditions

This document sets out the Terms & Conditions of your Agreement with us and applies to the use of Electronic Services provided by us. If you wish to use the Electronic Services then you will need to accept the Terms and Conditions in accordance with the process outlined in section 7 below.

2. What is meant by the special terms used in this Agreement?

References to **'you'**, **'your'** and **'yours'** are references to the person requesting to use our Electronic Services.

References to **'we'**, **'us'** and **'our'** are references to Quilter International Isle of Man Limited, a company incorporated under the law of the Isle of Man under number 24916 whose registered office is at King Edward Bay House, King Edward Road, Onchan, Isle of Man IM99 1NU, (referred to in this Agreement as "Quilter International").

Agreement – means this Agreement between us which contains the Terms for the use of the Electronic Services and which will be entered into according to section 7.

Electronic Services – means services covered by these Terms & Conditions that we make available from time to time through our Client Centre and through which you will be able to receive information.

Client Centre – is the internet service made available exclusively to Policyholders who have entered into this Agreement for the provision of the Electronic Services and which is located at www.quilterinternational.com

Request or Instruction – means any request or instruction submitted by you using your Username and Password through the Electronic Services.

Life Assured – means the individual(s) named as the Lives Assured in a Policy.

Password – means a password which, together with the Username, identifies you and is for your sole use and is known only to you and which allows you access to the Electronic Services.

Policy – means any policy(ies), plan(s) or account(s) that this Agreement relates to (see sections 3 and 4).

Policyholder – means the owner(s) of a Policy.

Terms – means the terms applying to your Policy.

Terms & Conditions – means the terms and conditions contained or referred to in this Agreement and any variation or supplement to this Agreement which we notify to you in accordance with section 17.

Username – means a unique username for your sole use, used together with a Password to give access to the Electronic Services.

Working Day – means a day on which we are open for business at our Head Office.



3. What policies are covered by this Agreement?

Any Policy owned by you at the time the Agreement comes into force will be covered by this Agreement provided that no Policy will be covered by this Agreement if:

- You are not the Policyholder; or
- It is held under trust; or
- You are acting under a power of attorney in relation to the policy; or
- It has been assigned or pledged to you; or
- It has been assigned or pledged by you; or
- It was not issued by Quilter International Isle of Man Limited; or
- It falls within any other category which we determine and notify to you.

4. Will this Agreement apply to future policies?

Yes - if you take out another Policy with us, this Agreement will also apply to it automatically, unless it is of a type excluded under Section 3 above, or if you tell us that the Agreement should not apply to it.

We will tell you when a future Policy is added to this Agreement.

5. Terms & Conditions for using the Electronic Services.

You must use the Electronic Services in accordance with the following Terms:

5.1 Any notice, instruction or other communication given by us through the Electronic Services will be valid, and treated as though you had received it at the time we had we sent it. The time of receipt, or delivery, of any electronic communication will be determined by the time of sending recorded on our system.

5.2 Any Request for a valuation made by you under the terms and conditions of a Policy will be valid if made electronically in accordance with this Agreement and will have the same legal effect as if made in writing and signed.

You therefore undertake not to challenge the validity, admissibility or evidentiary force of any Request sent by you to us using the Electronic Services, on the basis of any provision whatsoever which may stipulate that certain documents must be written or signed by the parties in order to constitute proof.

5.3 You should tell us immediately if you find any failure, delay or error whilst using the services, especially in the sending or receiving of Instructions.

5.4 When you use the Electronic Services, you may have to confirm on-line that you agree to additional terms and conditions for any particular service. If you do not agree to the additional terms and conditions for such additional service, then you can send your instructions to us by post in accordance with the Policy terms relating to the relevant Policy.

6. How do you access the Electronic Services?

The Electronic Services are available to you only if you have been registered by us and have a Username and Password. To get access to the Electronic Services you enter your Username and Password. The Username and Password will be chosen by you as part of the registration process. For security reasons we may change or disable your Password (see section 9).

This Agreement does not cover the use of email or other communications outside of the Client Centre.

To use the Electronic Services you will need particular specifications of computer and internet connections with necessary hardware and particular software, and this may change in the future. It is your responsibility to have the equipment needed to use the Electronic Services. We will not provide updated equipment, pay any of the costs of you updating your equipment or the costs of using the internet connection or the Electronic Service, or the maintenance or security costs associated with any of the hardware.



When using the Electronic Services you must follow any procedures and instructions in any user guide we give you, or which is on our Client Centre.

You will be responsible for any telephone and other charges you incur as a result of obtaining access to the internet.

We shall not be liable in any circumstance for any loss you suffer as a result of using our Client Centre. This includes, without this list being exhaustive; non-transmission of communications; any disruption of the internet network; any loss of data; routing difficulties; operation of your software; the effects of any virus, other anomaly or technical failure; damage to your computer or systems.

7. *When will this Agreement come into effect?*

This Agreement will come into effect once you have ticked the appropriate box to confirm your acceptance of the Terms & Conditions of this Agreement.

8. *Who will be able to use the Electronic Services?*

This Agreement authorises only you to use the Electronic Services.

9. *Can you let anyone else use your Username and Password?*

No. You are entirely responsible for keeping your Username and Password secure so that no one else can use them. You must not record your Username or Password in a way that allows them to be accessed by someone else.

If you know, believe or suspect that someone else may know your Username and Password you must tell us immediately so that we can change or disable your Password. If anyone else does know your Username and Password he or she will have access to the same Electronic Services as you, until you tell us and we have disabled those Usernames and Passwords.

You should tell us by telephoning +44 (0) 1624 655556. We will have this telephone line available from 8.30 am to 5.30 pm UK time on any Working Day, or at other times, as shown on our Client Centre.

By accepting this Agreement you are authorising us to rely and act on any Request sent through our Client Centre following entry of your Username and Password, unless you have told us not to. Any Request you give using the Electronic Services will have the same legal effect as if made in writing and signed.

You agree that if anyone else does use your Username and Password to access the Electronic Services we will not be liable for any loss you may suffer as result of such use, and you agree to indemnify us for the costs of putting right anything he or she does to any Policy, and any losses or costs we suffer, or any claims against us caused by use of the Electronic Services. However, you will not be liable for any Instructions accompanied by your Username and Password after you have told us to disable your Username and Password, and after we have suspended access to the Electronic Services in respect of your Policy. Nor will you be liable if someone uses your Username and Password by otherwise breaching our security.

10. *Can you change your Username and Password?*

You will be able to change your Password on-line, but not your Username.

11. *Can we change your Username and Password?*

For security, or technical, reasons we may change your Username or Password, and will tell you if we do.



12. *What happens if you forget your Password or Username?*

When you register to use the Electronic Services you will give us some security information. If you forget your Password or Username, you should telephone us on +44 (0) 1624 655556. We will have this telephone line available from 8.30am to 5.30 pm UK time on any Working Day, or at other times, as shown on our Client Centre. Once we have checked your identity from the security details, we will give you a new Password. For security reasons, you will have to change the Password when you next use it.

13. *Will the Electronic Services always be available?*

We intend to have the Electronic Services available at all times but cannot guarantee that they will be available, we may need to shut them down for maintenance or updating, or if we feel there is a security risk, or for any other reason necessary to protect you or us. We also intend the Electronic Services to work quickly and efficiently. However, we are not obliged to provide all of the Electronic Services at all times and we may (on cause shown) withdraw, suspend or restrict the Electronic Services temporarily. We will wherever possible give you notice of our intention to do so.

The Electronic Services may be unavailable for reasons beyond our control. We will not be liable for any losses or damages you or third parties have suffered if they are not available at any time.

We may refuse to carry out any Request or Instruction if we reasonably believe that the Request or Instruction is invalid, does not come from you, is incomplete, or is unclear. We will not be liable to you or any third party for any loss suffered as a result of us refusing to carry out any such Request or Instruction.

We may permanently withdraw all or any of the Electronic Services at any time in the future, and will give you 30 days' notice if we intend to do so.

14. *What happens if you stop being the owner of a Policy, or if a Policy otherwise stops being covered by this Agreement?*

If you are no longer the owner of a Policy - for example, if you assign it to someone else, you will no longer be authorised to use the Electronic Services in respect of that Policy. You must notify us immediately if you stop being an owner.

If anything else happens which stops a Policy from being covered by this Agreement, as shown by the exclusions in Section 3 above, you will no longer be authorised to use the Electronic Services in respect of that Policy. You should tell us if this happens.

You agree in this document to indemnify us for the costs of putting right anything you do to any Policy when you are no longer authorised to use the Electronic Services for that Policy.

15. *Can you cancel this Agreement?*

Yes. You can stop your authorisation to use the Electronic Services at any time, or stop it applying to any one or more of the Policies. You should do so by writing to us, or telling us through the Electronic Services. Notice given in writing will not take effect until received by our head office, in accordance with the Terms of the relevant Policy.

Unless cancelled separately, we will continue to act on Instructions received via the Electronic Services until we are in receipt of your notice to withdraw your authorisation and until we have had a reasonable time to suspend access to the Electronic Services in respect of your Policy.



16. Can we cancel this Agreement?

Yes. We may cancel this Agreement and your access to the Electronic Services in whole or in part at any time by giving you 30 days' notice. We may cancel this Agreement on shorter, or immediate, notice if you breach the Agreement, if you act fraudulently or misuse the Electronic Services, or if it is reasonably necessary to protect you or us.

17. Can we change this Agreement?

Yes. We may change this Agreement to reflect a change in technology or to cover an improvement or change in our Electronic Services. If we do change this Agreement, we will alert you to the change on the next occasion you use the Electronic Services. You will not be able to use any of the Electronic Services until you have viewed a description of the changes and ticked to confirm your Agreement to them. You have the right to terminate the Agreement, by giving us notice in writing in accordance with clause 15 above, if you do not agree to the changes introduced.

Confirmation of a change to this Agreement provided through the Electronic Services will have the same legal effect as if made in writing and signed.

18. Other terms and conditions

- 18.1* If any part of this Agreement is held void, or unenforceable, such ineffectiveness, or unenforceability will not affect the validity, or enforceability, of any other part.
- 18.2* We may waive any part of this Agreement at any time, or from time to time, but such waiver will not be deemed a waiver of such part in the future.
- 18.3* By accepting this Agreement you confirm that you have read and understood Quilter International's Privacy Notice. This can be found on our website: www.quilterinternational.com/privacy-notice
- 18.4* By accepting this Agreement, you agree that we may correspond with you by way of email via our Client Centre or any other electronic service that we both may subsequently agree to use; and that all communications using those electronic services will have the same legal effect as if made in writing and signed by the person sending the communication.
- 18.5* We will act on the information you give to us and we will not be responsible for any loss arising from any inaccurate or incomplete information you provide.
- 18.6* We record telephone calls to help maintain security, or monitor the quality of our service.
- 18.7* You are responsible for complying with the local laws of any country from which you access the Electronic Services.
- 18.8* The Electronic Services are protected by intellectual property rights (including copyright, database, trademark and design right protection). You will not acquire and must not infringe any intellectual property rights in the Electronic Services.
- 18.9* The information presented on the Electronic Services cannot be considered to form any kind of recommendation or solicitation to offer, sell or buy anything, unless stated otherwise.
- 18.10* Although we take reasonable care to ensure that the information provided to you through the Electronic Services accurately reflects the information held in our systems, due to circumstances that may be beyond our control, we cannot warrant that the information provided through the Electronic Services is accurate or error free. Information provided through the Electronic Services may be displayed subject to a disclaimer or other provisions. If you rely on that information you do so subject to any such disclaimer or other provisions.



18.11 We have used our best endeavours to ensure the safety of the Client Centre and the security of the transmission of information between us and you and vice versa.

Nevertheless you acknowledge that, owing to the nature of the internet, such security is not absolute. In the event that there is a breach of security, we accept no liability for any pecuniary or other loss that you may suffer, however such loss might be caused, unless as a result of our negligence.

18.12 This Agreement shall be governed and construed in accordance with the law applicable to the Policy in respect of which this Agreement relates. Each party irrevocably submits to the jurisdiction of the courts of the country to which the law of the Policy applies over any claim or matter arising under or in connection with this Agreement.

19. *Cookies*

This website uses files called 'cookies' which automatically collect information from your computer to help us give you the full experience of this website. By using this website, you consent to the use of cookies – details of which can be found on our privacy policy & cookies page.

www.quilterinternational.com

Calls may be monitored and recorded for training purposes and to avoid misunderstandings.

*Quilter International Isle of Man Limited is registered in the Isle of Man under number 24916C.
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