

DTW 1991 Underwriting Limited WEBSITE TERMS OF USE

1. INTRODUCTION TO THESE TERMS AND CONDITIONS

- 1.1 The following terms of use (these "Terms") establish the terms and conditions that apply to all users ("Users" or "you") of this Website (the "Website"). Please read them carefully before using the Website. By accessing or using the Website, you accept and agree to be legally bound by these Terms and acknowledge that DTW 1991 Underwriting Limited ("DTW 1991"), as the operator of this Website, has the right to amend or vary these Terms and any of the contents of this Website from time to time in its sole discretion. Amendments or variations will take effect when they are posted on this Website and, as a result, you should check the current version of these Terms each time you access or use the Website. These Terms, as amended or varied from time to time, apply to all your visits to the Website both now and in the future.
- 1.2 The purpose of the Website is to enable you to obtain quotations for travel insurance and related services. The products made available by means of the Website are directed only at residents in the United Kingdom, Isle of Man and Channel Islands.

2. GENERAL DISCLAIMERS

- 2.1 Although DTW 1991 has attempted to provide accurate information on the Website, DTW 1991 assumes no responsibility for the accuracy or completeness of such information. Your continued use of this Website acts as a general release of DTW 1991 and its affiliates and subsidiaries (together "the Coverys Group") and all of its and their officers, directors, agents and employees from any liability for any claims, losses or damages arising out of or in any way connected to your use of the Website. To the fullest extent permitted by law, DTW 1991 and the Coverys Group shall not be liable to any person or entity for any direct, indirect, special, consequential or incidental damages, including (without limitation) lost profits or revenues, loss of opportunity, costs of replacement goods or services, loss or damage to data or business interruption, arising out of or related to:
- (a) any access to or use of or inability to access or use this Website, any other hyperlinked Website or any other information or product included or described within this Website; or
 - (b) any person or entity's reliance on the information presented,
- in each case whether arising in tort (including negligence), contract or otherwise even if you have advised a member of the DTW 1991 and Coverys Group of the possibility of such damages.
- 2.2 All information and content provided on this Website is provided "as is," without representation or warranty of any kind, either expressed or implied. Without limiting the foregoing, DTW 1991 does not represent or warrant that the Website or any of its contents are accurate, current, complete, or free from technical or typographical errors, free from changes or harmful components introduced by third parties or free from periodic interruption or errors of any other type. DTW 1991 may revise the information or change the products or services mentioned on the Website at any time without notice. Any mention of non-DTW 1991 products or services is for information purposes only and constitutes neither an endorsement nor a recommendation of them. Neither DTW 1991 nor its suppliers or any member of the Coverys Group makes any representation or gives any warranty, condition or undertaking, express or implied, including (without limitation) as to the satisfactory quality, fitness for a particular purpose, suitability or non-infringement of any

third party right or freedom from viruses, whether or not arising from a course of dealing, usage or trade practice.

2.3 Notwithstanding any other provision in these Terms, nothing within these Terms limits or restricts any person's liability for death or personal injury resulting from its negligence or that of its employees or agents.

2.4 These Terms and your use of this Website are governed by all applicable English law. DTW 1991 makes no representation that the content or materials on this Website are appropriate or available for use in other jurisdictions. Access to this Website's content or its materials from jurisdictions where such access is illegal is prohibited. If you choose to access this Website from other jurisdictions, you do so at your own initiative and risk and are responsible for compliance with all relevant local laws. The Coverys Group are not responsible for any violations of law as a result of your actions. Any claims related to this Website and/or its content and materials or your use of them shall be governed by English law and you agree that the English courts shall have exclusive jurisdiction to resolve any disputes arising out of or in connection with your use of the Website.

3. **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

All copyright and intellectual property rights in the text, images and other materials of the Website are owned by DTW 1991 and the Coverys Group or, where necessary, the permission of the relevant owner has been sought. Any reproduction or forwarding of materials or contents from the Website is not permitted without prior permission. You shall notify DTW 1991 and the Coverys Group immediately if you become aware of any unauthorised use or copying by any person.

4. **LINKS TO THIRD PARTY WEBSITES**

This Website may contain links to third party Websites. Access to any other Website linked to this Website is at your own risk and DTW 1991 is 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. DTW 1991 reserves the right to terminate a link to a third party site at any time. The fact that DTW 1991 provides a link to a third party Website does not mean that DTW 1991 endorses, authorises or sponsors that Website nor does it mean that DTW 1991 is affiliated with the third party Website's owners or sponsors. DTW 1991 provides these links merely as a convenience for those using the Website.

5. **INSURANCE TERMS**

5.1 The Website may be used only by persons over the age of 18.

5.2 You undertake to ensure that all information submitted by you by means of the Website 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.

5.3 DTW 1991 shall be entitled to verify all information provided by you and to make checks with third parties for this purpose. DTW 1991 shall also be entitled to decline a request for a quotation or a request for insurance for any reason, or without giving a reason.

- 5.4 Each policy of insurance made available by DTW 1991 shall be governed by the terms applicable to that policy.
- 5.5 You acknowledge that DTW 1991 will not be on risk in relation to any contract of insurance until you have received express notification of that fact from DTW 1991.

6. **PRIVACY**

You acknowledge that DTW 1991 is entitled to handle any personal information you might supply to us when you use the Website in accordance with its [Privacy Policy](#), which forms part of these Terms and to which you agree.

7. **MISCELLANEOUS**

- 7.1 DTW 1991's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.
- 7.2 DTW 1991 may assign or transfer the benefit or burden of its rights and obligations under these Terms to any party at any time without notice to you. You may not assign or transfer your rights or obligations under these Terms without DTW 1991's prior written consent, which may be withheld in its absolute discretion.
- 7.3 DTW 1991 will not be in breach of these Terms or otherwise liable for any delay in performance of them to the extent that such breach or delay is due to circumstances beyond its reasonable control.
- 7.4 If any part of these Terms is unenforceable, invalid or illegal (including any provision in which DTW 1991 excludes its liability to you), the enforceability, validity or legality of any other part of these Terms will not be affected or impaired in any way.
- 7.5 These Terms embody and set forth the entire agreement and understanding between us and supersede all prior oral representations (including negligent representations) or written agreements, understandings or arrangements with respect to the subject matter hereof. Neither of us shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in these Terms. The provisions of this clause shall not exclude any liability or any right which either of us may have in respect of any statements made fraudulently prior to your acceptance of these Terms or any fraudulent concealment by the other.
- 7.6 Any notice to be given by either of us to the other may be sent by email or recorded delivery to the address of the other. In the case of DTW 1991, this address shall be DTW 1991 Underwriting Limited, c/o Company Secretary, 71 Fenchurch Street, London, EC3M 4BS, as amended from time to time in accordance with these Terms. In your case, such an address shall be that provided at the time of registration or such other address as you may from time to time have communicated to DTW 1991 in writing or by email. If sent by email, a notice shall be deemed to be received on the day it was sent or, if sent by recorded delivery, shall be deemed to be served two days following the date of posting.
- 7.7 Some of the provisions of these Terms are for the benefit of DTW 1991 and its officers, directors, employees, agents, subsidiaries, affiliates, suppliers and third party information providers. Each of these persons or entities shall have the right to assert and enforce those provisions directly against you on its own behalf if you violate any of these Terms. Save for the foregoing, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no rights or benefits expressly or impliedly conferred by them shall be enforceable under that Act against the parties by any other person.

7.8 This Website is provided by DTW 1991 Underwriting Limited, a company registered in England (company number 08330551), whose registered office is at 71 Fenchurch Street, London EC3M 4BS. DTW 1991 Underwriting Limited is an appointed representative of Coverys Managing Agency Limited.

DTW 1991 can be contacted at the said address, by emailing travel@dtw1991.com.