

## **USER WEBSITE TERMS AND CONDITIONS**

We are Campbell Irvine Limited, company registration number 1117838 Financial Conduct Authority (FCA) registration number 306242. These terms and conditions set out the basis on which you can visit and use our travel insurance website at [www.campbellirvinedirect.com](http://www.campbellirvinedirect.com) (the 'Site') as an end user of the Site. Please read these terms and conditions carefully. By entering, browsing and using this Site, you agree to these terms and conditions governing your use of the Site. If you do not accept these terms and conditions, you must not use this Site.

### **1. USE OF THE SITE**

- 1.1 This Site is intended for use for obtaining quotations for, and entering into contracts for, travel insurance together with other services. This site is intended for use by, and must be used only by, adults over 18 who are resident in the United Kingdom or any member country of the European Union and Croatia, Iceland, Liechtenstein, Norway and Switzerland only.
- 1.2 You acknowledge and agree that the entire content, design and the selection and arrangement of the contents and material contained in this Site is protected by copyright, trade marks or other proprietary rights and laws. All of the rights in the text, images and other material on the Site are our property or are licensed to us, except where stated otherwise. Any unauthorised use of the images or other materials on this Site may violate copyright laws, trade mark laws, the laws of privacy and publicity, and any communications, regulations and statutes.
- 1.3 You may view this Site and download print copies for your personal, non-commercial use. Otherwise, you may not reproduce, modify, store, archive or in any way commercially exploit any of the content.
- 1.4 You will use the Site and the services provided through it in accordance with these terms and conditions, for your own personal non-commercial use to obtain insurance or an insurance quotation, and in a manner that does not affect its use by any third party.
- 1.5 You should be aware that we are not on risk in respect of any contract of insurance until the relevant confirmation/documentation has been issued/received by you.

### **2. INFORMATION ON THE SITE**

- 2.1 The Site and the information it contains is subject to change without notice. We cannot agree to provide and maintain the Site or the services we provide through it on a continuous basis and accept no responsibility for any interruptions to/delays in the Site, however arising. In addition and without limitation you agree that we may suspend the Site's availability for maintenance or security reasons.
- 2.2 You warrant and undertake that material submitted by you to the Site:

- (a) will be correct, complete and current;
  - (b) will not be false, threatening, offensive, obscene, illegal, defamatory or in breach of any rights of any third party.
- 2.3 Any personal data (for example, your name, address, telephone number or email address) you transmit to the Site by electronic mail or otherwise, will be used by us in accordance with our Privacy Policy.
- 2.4 Links on this Site lead to other sites, which have different terms and conditions, whether or not operated by. Links to external sites are provided for your convenience and do not constitute a recommendation or endorsement; you use them at your own risk.

### **3. OUR OBLIGATIONS TO YOU**

- 3.1 We reserve the right to verify the information you provide and/or to decline any request for insurance or an insurance quotation, at our discretion.
- 3.2 The Site may contain technical inaccuracies and typographical errors and may sometimes be out of date. As far as permitted by law we accept no responsibility for the consequences of such technical inaccuracies, typographical errors or the presence of out of date material on the Site.
- 3.3 We do not warrant that the Site will operate error-free or that the Site and its server are free of computer viruses or other harmful mechanisms. It is your responsibility to protect your equipment from such viruses or other mechanisms. If your use of the Site or the contents of the Site results in the need for servicing or replacing equipment or data, we are not responsible for those costs.
- 3.4 We will use reasonable endeavours to maintain the Site, but cannot guarantee its availability or proper operation. To the fullest extent permitted by law we disclaim all warranties in respect of your use of the Site, whether expresses or implied, including without limitation the warranty of fitness for particular purpose and non-infringement. We make no warranties about the accuracy, reliability, completeness, or timeliness of the contents of the Site, services software, text, graphics, and links.
- 3.5 In no circumstances whatsoever shall we be liable in contract, tort (including negligence and breach of statutory duty) or other wise for any loss (whether direct or indirect) of profits, goodwill or business opportunity or for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if we have been advised of the possibility of you incurring the same).
- 3.6 Any disclaimers and exclusions of liability in these terms and conditions shall not apply to any damages arising from death or personal injury caused by our negligence, or by any of our employees or agents or fraud.

#### 4. **OUR RIGHTS**

We reserve the right to:

- 4.1 modify or withdraw, temporarily or permanently this Site ( or any part thereof) or your access to this Site with or without notice to you; and/or
- 4.2 change the terms and conditions from time to time by updating this posting. You will be bound by any such provisions and should therefore periodically visit this page to review the then current terms and conditions to which you will be bound.

#### 5. **GENERAL**

- 5.1 These terms and conditions shall be governed by, and construed in accordance with, English law. The courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of, under, or in connection with these terms and conditions or the legal relationship established by them.
- 5.2 If any provisions of these terms and conditions shall be unlawful, void or for any other reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
- 5.3 These terms and conditions may not be amended save by written agreement between you and us. No waiver of any breach of the terms and conditions shall constitute a waiver of any subsequent breach of the same term or any other.
- 5.4 Neither you nor we intend this Agreement to be enforceable by a third party, as that term is defined in the Contracts (Rights of Third Parties) Act 1999.
- 5.5 We will contact you in relation to the Site and the services provided through it using the contact details you provided to us, and without prejudice to clause 2.2 of these terms and conditions you must ensure that these contact details are kept up to date. Should you wish to contact us with any queries, you should contact Campbell Irvine Ltd at 52 Earls Court Road, Kensington, W8 6EJ or email [info@campbellirvine.com](mailto:info@campbellirvine.com).

#### **PRIVACY POLICY**

We are Campbell Irvine Ltd, company registration number 1117838 FCA registration number 306242. We respect the privacy of every individual who visits our travel insurance website ('the Site'). By entering, browsing and using this Site, you agree to this policy governing your use of the Site. If you do not accept this policy, you must not use this Site.

We may change this privacy policy from time to time without notification and therefore advise you to regularly review the policy when you visit this Site.

## 1. **COLLECTION AND USE OF YOUR PERSONAL INFORMATION**

- 1.1 We will only collect personal information from you (e.g. name, address, telephone number, email address) which you have provided voluntarily by completing the forms on this Site and/or which you have sent to us via email. If you do not want your personal data collected, please do not submit it to us.
- 1.2 You agree that we may obtain, hold and use the personal information you provide for the purposes of providing you with our services and ancillary services (the '**Purposes**'). These include, without limitation:
  - 1.2.1 processing requests for quotations and providing you with travel insurance;
  - 1.2.2 storing and processing information to better understand your needs and improve our products and services;
  - 1.2.3 contacting you if we change our products and services or terms or if we need to give you notice of such terms
  - 1.2.4 for any purpose required by law or regulation; and/or
  - 1.2.5 for our accounting purposes.
- 1.3 You consent to the transfer of your personal information outside the European Economic Area (which may not provide the same protection for your personal information) in the unlikely event that the processing of your personal information involves such a transfer.

## 2. **SHARING YOUR INFORMATION**

- 2.1 As a general rule, we do not share, sell or distribute personal data with third parties except where you have consented to this or where the transfer of your data to third parties is required for the Purposes.
- 2.2 We may share with others, at our discretion, certain aggregate statistical data about product purchases and the use of our content, which data may include demographic data such as the age range and/or geographic location of groups of users. No personal information (such as names or email addresses) will be identifiable from such statistics.
- 2.3 We may transfer, sell or assign any of the information described in this policy, including without limitation in points 1 and 2 above and point 3 below, including personally identifiable information, to third parties, as a result of the sale, merger, consolidation, change in control, transfer of substantial assets, reorganisation or liquidation of Campbell Irvine Limited.

### **3. COOKIES**

- 3.1 We may from time to time use a feature of your internet web browser called a 'cookie' on the Site. A cookie is a very small text file that your web browser places on your computer's hard disc when you first visit the Site, which allows us to help you get the best out of your visit to the Site. A cookie can be thought of as an identification card which allows us to identify your computer (but not you) the next time you visit the Site.
- 3.2 In addition to asking you to submit personal information, we may collect information about you automatically when you connect to the Site. This information is not personally identifiable and includes general information about your computer settings, your connection to the internet, your browsing patterns and your geographical location. We may collect this information through the use of cookies. We may use the information collected in this way to adapt this Site so that it better suits you and your interests. Most internet browsers give you the option to reject all cookies, accept all cookies, erase cookies stored on your computer or be notified before a cookie is stored on your computer. You will need to refer to your internet browser instructions to find out more about these options and how to use them.

### **4. SECURITY**

- 4.1 Subject to clause 4.2 below, we seek to protect the security of your personal information and your choices for its intended use. We generally seek to use current industry standard technology to maintain the confidentiality and accuracy of the information you provided to us.
- 4.2 As you may be aware, no data transmission over the internet can be entirely secure. As a result, while we will always use reasonable endeavours to protect your personal information, we cannot guarantee that any information you submit to us will be free from unauthorised third party intrusion. Therefore, we cannot guarantee the security of your personal information and/or the use of this Site.

### **5. MONITORING EMAILS**

We may monitor and/or keep records of email communications which you send to us and other communications with you in accordance with this policy and otherwise in the interests of our business

### **6. LINKS**

The Site may contain links to other websites. Please be aware that we are not responsible for the privacy practices of such other websites. When you leave the Site you must ensure that you read the privacy policies of websites you visit which collect information about you. This privacy policy relates only to information collected by us through this Site.

## 7. **YOUR RIGHTS**

- 7.1 In addition to our safeguards your personal data is protected in the UK by the Data Protection Act. This provides amongst other things that the data we hold about you should be processed lawfully and fairly. It should be accurate, relevant and not excessive. The information should, where necessary, be kept up to date and not retained for longer than is necessary. It should be kept securely to prevent unauthorised access by other people. You have the right to see what is held about you and correct any inaccuracies.
- 7.2 For further information on the Data Protection Act and the Information Commissioner please follow this link [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk)

## 8. **EUROPEAN ONLINE DISPUTE RESOLUTION (ODR) PLATFORM**

- 8.1 The ODR platform is a website which helps customers who've bought something online in the EU should a dispute arise.
- 8.2 In the UK that would be the UK Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve your dispute.  
You can access the ODR platform by [clicking here](#)