Website Terms and Conditions of Use

Retail customers, including social housing landlords paying by card

Please read the whole of our terms and conditions of use ("Terms of Use" or "Terms") before using this Website/online product portal, because if you continue to use the Website/online product portal we will assume that you have agreed to them.

When using this Website/online product portal to obtain insurance quotations and or policies you will be asked to provide information. Each quotation or insurance policy which you are offered will be based on the information that you provide; therefore, if any of that information is incomplete or incorrect, your insurance policy may be void, may not fully meet your insurance needs and/or not pay out on any future claims.

Nothing in these Terms and Conditions will constitute an offer or promotion for services or products outside of the United Kingdom. All information, data and copyright material contained on this Website/online product portal must not be reproduced or used without our consent. We provide products underwritten by various insurance companies and where you propose to enter into a separate agreement or product with a product or service provider you should check their terms and conditions to ensure that you are comfortable with them. These Terms of Use also explain what you should do if you have a complaint against us or a product provider.

References in this Terms and Conditions of Use to "we", "our" or "us" (or similar) are references to Nice 1 Ltd, registered in England under company No 6082902 at registered office Nice 1 House, Broad Lanes, Bilston, West Midlands WV14 0RQ. Nice 1 Ltd is authorised and regulated by the Financial Conduct Authority, FCA reference No 650309.

References in this Terms of Use to "you" or "your" (or similar) are references to you and/or your customers.

1. General

1.1 This Website/online product portal is provided for use by residents of the United Kingdom and nothing displayed on it or stated within these Terms of Use shall amount to an offer or promotion of services or products outside of the United Kingdom.

1.2 These Terms of Use apply to your use of this Website/online product portal. We reserve the right to update these Terms of Use from time to time and each time you use this Website/online product portal you will be deemed to have confirmed your agreement to these Terms of Use as then displayed. If at any time you do not wish to be bound by the whole of these Terms of Use you should immediately stop using this Website/online product portal.

1.3 These Terms of Use and our correspondence with you will be communicated in the English language.

1.4 These Terms of Use shall apply between us and you and with the exception of the Product Providers and or Service Providers and/or our Licensors, no third party shall be entitled to any benefit under these Terms of Use nor to seek to enforce them.

2. Use of this website

By using this Website/online product portal, you agree that:

2.1 Any information you provide to us and or to any Product Provider or Service Provider through this Website/online product portal, including any personal information ("Personal Information") is true, accurate, current and complete in all respects;

2.2 You will not impersonate any other person, or entity or to use a false name;

2.3 You will only use this Website/online product portal for lawful purposes and in accordance with these Terms of Use;

2.4 You will only use this Website/online product portal for your personal use and if a business user for the purposes of your business' own insurance needs, and you will not in any way seek to commercially exploit any material and or information displayed on this Website/online product portal;

2.5 You will not do anything that affects the integrity or security of this Website/online product portal or causes or may cause harm or unreasonable inconvenience to other users of this Website/online product portal or us;

2.6 You will treat any login or security details and passwords as confidential and not disclose them to or share them with any other person;

2.7 You will not gather, extract, download, reproduce and/or display or advertise on any other website, other online or off-line service or otherwise, any material on or from this Website/online product portal, including but not limited to information relating to insurance prices, whether that information has been gained through the use of spiders, data mining, trawling or other "screen scraping" software or system used to extract data.

2.8 You confirm that you are a resident of the United Kingdom.

2.9 You confirm your consent to our processing of all the information which you provide including the personal information, for the purposes of your use of this Website/online product portal, in connection with the insurances for which you seek quotations and or policies, and consistent with our Privacy Policy.

2.10 If you breach any of these Terms of Use, we may take such action as we deem appropriate, including denying you access to this Website/online product portal, bringing legal

proceedings against you and disclosing such information to appropriate legal and/or regulatory bodies and or Product or Service Providers that you have accessed through this Website/online product portal.

3. Prohibited Uses

3.1 You may not use this Website/online product portal or any of its content:

3.1.1 In any way that breaches any applicable local, national or international law or in any way unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

3.1.2 To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect any computer software or hardware and or its use.

3.2 You agree that except to the extent allowed by these Terms of Use you will:

3.2.1 Not reproduce, duplicate, copy or re-sell any part of this Website/online product portal.

3.2.2 Not access, interfere with, damage or disrupt in any way any part of this Website/online product portal.

3.2.3 Use this Website/online product portal or any of its content is not for your own or any other person's commercial purposes.

4. Purchasing Insurance Products / Services through this website

4.1 You will need to answer questions in order to obtain the cost for any product. These questions are designed to ensure that we and all relevant product providers have the information necessary to provide you with accurate and timely information relating to the products that interest you.

4.2 In the case of all insurances, the level of cover and the amount you pay is determined by the answers you provide to those questions and therefore you should answer all questions truthfully and fully and to the best of your knowledge and belief. If you fail to provide complete and accurate information:

4.2.1 Any insurance product purchased may be void (meaning you will not be able to make a claim); and/ or

4.2.2 You may have to pay an additional premium under your policy to reflect any increased insurance risk as a result (This will depend on the terms and conditions you have agreed with your product provider).

4.3 We do not offer or provide financial, investment or other advice in relation to any of these products and services, so if you consider making a purchase using this Website/online product portal you must decide whether it is suitable to meet your needs. Nor do we carry out any review of the available market for you.

4.4 We do not make any recommendation or endorsement and nor do we offer any financial or another guarantee in relation to the product providers whose products and/or services you may access through this Website/online product portal.

4.5 We have been authorised by the insurers whose policies we offer to act as their agent when receiving and holding premium payments and or refunds. This means that, when we receive your premium in cleared funds, that will amount to confirmation that your premium has been paid. In the case of refunds, our payment to you of the refund will be a proper discharge of the insurer's liability to make that refund.

4.6 You may cancel your policy at any time during the policy period. For more information on how to do so, please refer to your insurance policy documents under the cancellation section.

4.7 If we receive your cancellation request within the first 14 days of the policy period, we shall refund all of the premium that you paid, provided that you have not made a claim on the policy.

4.8 If we receive your request at any time after the first 14 days, a partial refund may be made to you, less an appropriate administration fee; however, products differ, so, for exact details relating to the policy in question, please refer to the policy wording.

4.9 It is usual for refunds to be paid back via a bank to bank transfer.

5. Limitation of Liability

5.1 We will not be liable for any loss or damage caused by:

5.1.1 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 any use by you of our site and or material posted on it; or

5.1.2 If for any reason our site is unavailable at any time or for any period.

5.2 The material displayed on our website/online product portal is provided without any guarantees, conditions or warranties as to its accuracy. We accept no liability for any commentary, opinion or ratings posted on this Website/online product portal by third parties.

5.3 To the extent permitted by law, we and third parties connected to us, hereby expressly exclude:

5.3.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

5.3.2 Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

5.3.3 Any liability in relation to reliance placed on and or attempt to use as specific advice any opinion and commentary posted on this site.

5.4 Nothing in these Terms excludes any liability which we may have for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

6. Intellectual Property

6.1 In regard to all intellectual property and intellectual property rights in all information, data and copyright material displayed on or accessible through and or used to support and operate this Website/online product portal, including any software and trademarks (whether officially registered or unregistered), trade names, brands, logos and devices belong to us or our licensors; you must not copy, distribute or in any way use such information or copyright material unless you have prior written permission from us to do so.

6.2 You may download or copy the content and other downloadable items displayed on this Website/online product portal for personal non-business use only, for example, to assist with a purchasing decision, provided that you do not otherwise breach these Terms of Use.

7. Privacy Policy

7.1 We will comply with all applicable data protection legislation from time to time in force in respect of the personal data we collect from you.

7.2 Additionally, we will observe the terms of our Privacy Policy.

8. Jurisdiction and Enforceability

8.1 If any provision of these Terms of Use is held by a competent court or other authority to be invalid or unenforceable, the remaining provisions of these Terms and Conditions will not be affected and will remain valid.

8.2 These Terms of Use, and any dispute in connection with or arising out of these Terms of Use, and or any aspect or use of this Website/online product portal shall be determined in accordance with the law of England and Wales. Both you and we irrevocably submit any such dispute to the jurisdiction of the courts of England and Wales.

9. Complaints Procedure

We aim to provide a high level of service to all our customers but occasionally things can go wrong. When this happens, we will do everything we can to put things right and assist you.

If you wish to make a complaint, please follow the instructions contained within your policy wording.

10. Regulatory Disclosures

10.1 Nicel Limited is a private company limited by shares which are registered in England (No: 6082902), and whose registered office address is: Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ

10.2 Nicel Limited is a firm authorised and regulated by the Financial Conduct Authority (FCA), FCA reference number 650309.

10.3 Nicel Limited does not have permission to hold client money but has the agreement of insurers to receive and hold premium monies on their behalf and as their agent. Any payment made to Nicel Limited by you for onward payment to insurers and or by a product provider for onward payment to you will be held by Nicel Limited as the agent of the relevant insurer(s).