

Registration Terms and Conditions

Please read these Registration Terms and Conditions carefully as they (together with the documents referred to in them) apply directly to your registration with the IFB's register of organisations signed up to the Best Practice Guidance relating to requests for information and responses to them under section 29(3) of the Act ("the Protocol") and registration to use the Best Practice Guidance, the Forms, the Guides and the List. By submitting your registration to the Protocol you agree to be bound by all of the following Registration Terms and Conditions.

We recommend that you retain a copy of these Registration Terms and Conditions for future reference.

If you do not accept these Registration Terms and Conditions and do not intend to be bound by them, you may not subscribe to the Protocol and cannot continue with your registration.

1. Other applicable terms

These Registration Terms and Conditions refer to the following additional terms, which also apply to your registration to the Protocol:

- Our general Website Terms of Use, which sets out the terms on which you can use our website.
- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By submitting your registration, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of any information you may receive as a subscriber to the Protocol. As a subscriber to this Protocol, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on our website.

For the purposes of these Registration Terms and Conditions the following words and expressions shall have the following meanings:

- a) "**Act**" shall mean the Data Protection Act 1998.
- b) "**CII**" shall mean the Chartered Insurance Institute.
- c) "**Forms**" shall mean the standard forms to be used in respect of requests for information and responses to such requests for information made under section 29(3) of the Act, which were developed by the CII New Generation Group 2013 in conjunction with the Best Practice Guidance.
- d) "**Best Practice Guidance**" shall mean the Best practice guide developed by the CII New Generation Group 2013, which Best practice guide relates to requests for information and responses to them under section 29(3) of the Act, the Forms and the Guides.
- e) "**Guides**" shall mean the guidance developed by the CII New Generation Group 2013 in respect of completing the Forms.

- f) “**List**” shall mean the list of organisations who have registered with the IFB to use the Best Practice Guidance, the Forms and the Guides, from time to time, such list to be collated and maintained by the IFB.

2. UK use

Use of any information sent to you as a subscriber of the Protocol is intended for UK residents only and complies with appropriate UK legislation and regulation. We make no representation that any of the information provided to you as a subscriber of the Protocol is available or appropriate for use in any other country or jurisdictions.

3. Changes to the List

IFB may update the List from time to time without liability. However, please note that the contents of the List may be out of date at any given time, and IFB is under no obligation to update it.

IFB does not guarantee that the List, or any content on it, will be free from errors or omissions.

4. Accessing the Best Practice Guidance, the Forms, the Guides and the List

By agreeing to these Registration Terms and Conditions you acknowledge that:

- 4.1 the Best Practice Guidance was developed by the CII New Generation Claims faculty following consultation with the UK insurance industry and the UK Information Commissioner and;
- 4.2 the Best Practice Guidance is hosted by the IFB and the IFB is responsible for any future changes to the Best Practice Guidance;
- 4.3 use of the Best Practice Guidance is voluntary;
- 4.4 use of the Best Practice Guidance, the Forms and the Guides does not negate the requirement for you to comply with the Act and that use of the Best Practice Guidance, the Forms and the Guides places no liability on the IFB in the event you fail to comply with the Act or breach any terms of the Act;
- 4.5 the List details organisations who have registered with the IFB to use Best Practice Guidance and does not infer the signatory’s compliance with the Best Practice Guidance;
- 4.6 being on the List does not convey membership of the IFB or association with the IFB;
- 4.7 being on the List does not convey approval by the IFB and does not prevent an organisation, which is not on the List, from accessing the Best Practice Guidance, the Forms and the Guides which are publically available on the IFB website;
- 4.8 the IFB has not undertaken any due diligence in respect of the organisations on the List (beyond validation of the email address provided by each organisation) and that upon a s29(3) request you will need to satisfy yourself as to the identity of the requestor and cannot rely on the requestor being listed on the List; and
- 4.9 by completing the registration process you permit the IFB to circulate the List, including your details, to all organisations that are on the List.

5. Indemnity from you in favour of IFB

To the fullest extent permitted by law and without prejudice to any other rights available to the IFB, you hereby agree to indemnify the IFB fully and to keep the IFB indemnified fully and without limit for any losses, costs, expenses or damages (whether direct or indirect and including amounts paid in settlement, out of pocket expenses, interest, penalties, sanctions and all legal and other professional fees, costs and expenses) awarded against, or incurred or paid by, or suffered by the IFB in relation to, in connection with or as a result of:

- a) any breach of any of these Registration Terms and Conditions by you; and/or
- b) your acts, defaults, negligence, or omissions (and those of any third party to whom you make any of the Best Practice Guidance, the Forms, the Guides and/or the List available) in respect of the use of any of the Best Practice Guidance, the Forms, the Guides and/or the List other than as envisaged by such documents and any related claims and/or breaches of the Act or other applicable data protection related legislation, regulations and/or codes of practice.

6. IFB's exclusion of liability

6.1 Nothing in these Registration Terms and Conditions excludes or limits the IFB's liability for death or personal injury arising from the IFB's negligence, or the IFB's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law or other applicable law.

6.2 To the extent permitted by applicable law, the IFB excludes all conditions, warranties, representations or other terms which may apply to these Registration Terms and Conditions and/or any content included in them and/or the Best Practice Guidance, the Forms, the Guides and/or the List, whether express or implied.

6.3 You acknowledge and agree that:

- a) the CII New Generation Group 2013 and not the IFB developed the Best Practice Guidance, the Forms and the Guides following consultation with the UK insurance industry and the UK Information Commissioner;
- b) the content of the Best Practice Guidance, the Forms, the Guides and the List is provided for general information only and 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 of the Best Practice Guidance, the Forms, the Guides and/or the List;
- c) without limiting the generality of Clause 6.2 above, although the IFB makes reasonable efforts to keep the Best Practice Guidance, the Forms, the Guides and the List up to date, the IFB makes no representations, warranties or guarantees, whether express or implied, that the Best Practice Guidance, the Forms, the Guides and the List are accurate, complete or up-to-date;

- d) although the IFB takes reasonable care in the administration of the Best Practice Guidance, the Forms and the Guides and the preparation and maintenance of the List, the IFB is not liable for any errors, omissions or misleading statements or other content which is included in any of the Best Practice Guidance, the Forms, the Guides and/or the List and/or your use of any of them;
- e) the Best Practice Guide, the Forms, the Guides and the List is made available on an as is basis, without representations or warranties of any kind, either express or implied; and
- f) you are solely responsible for the use to which you put the Best Practice Guidance, the Forms, the Guides and the List and all results and information you obtain from any of them.

6.4 To the maximum extent permitted by applicable law and subject to the provisions of Clause 6.1 above, the IFB will not be liable to any organisation which registers to use the Best Practice Guidance, the Forms, the Guides and/or the List, or to any third party, for any loss or damage, including, without limitation:

- a) loss of profits (whether direct or indirect), sales, business, or revenue;
- b) business interruption;
- c) loss of anticipated savings;
- d) loss of business opportunity, goodwill or reputation; or
- e) any other direct, indirect or consequential 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 Best Practice Guidance, the Forms, the Guides and/or the List; and/or
- b) use of and/or reliance on any content included in the Best Practice Guidance, the Forms, the Guides and/or the List and/or use of any information derived from or otherwise resulting from use of the same; and/or
- c) any acts, defaults, negligence, or omissions of you or any third party in respect of any of the Best Practice Guidance, the Forms, the Guides and/or the List and any related claims and/or breaches of the Act or other applicable data protection related legislation, regulations and/or codes of practice.

7. Changes to Registration Terms and Conditions

IFB reserves the right to revise the Registration Terms and Conditions at any time by amending this page.

Please check this page from time to time to take notice of any changes IFB has made, as they are binding on you.

8. General

These Registration Terms and Conditions, and the additional terms set out in Clause 1, represent the entire agreement between IFB and you for use of the Protocol and Best Practice Guidance, the Forms, the Guides and/or the List and supersede all prior agreements.

These Registration Terms and Conditions shall be governed and construed according to the laws of England and you submit to the exclusive jurisdiction of the English Courts in the event of dispute.

Any failure by us to exercise or delay in exercising a right or remedy provided to us by these Registration Terms and Conditions or by law does not:

- constitute a waiver of the right or remedy, or
- a waiver of other rights or remedies.

You shall use all reasonable endeavours to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may be from time to time required for the purpose of giving full effect to the provisions of these Registration Terms and Conditions.

If any provision of these Registration Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Registration Terms and Conditions that shall remain in full force and effect.

You shall not transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Registration Terms and Conditions.

IFB may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Registration Terms and Conditions.

Nothing in these Registration Terms and Conditions is intended to, or shall operate to:

- create a partnership between the parties, or
- authorise either party to act as agent for the other, and
- neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

You are also responsible for ensuring that all persons who access the List on your behalf are aware of these Registration Terms and Conditions and other applicable terms and conditions, and that they comply with them.

9. Intellectual Property

For the purposes of these Registration Terms and Conditions, all intellectual property rights (including copyright) in the whole of the IFB website belongs to IFB, unless otherwise indicated, and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form by any person without the prior written consent of IFB.

Those works are protected by copyright laws and treaties around the world. All such rights are

reserved.

You may retain one copy of any page(s) from the List and you may draw the attention of others within your organisation to content posted on the IFB website.

You must not modify the paper or digital copies of any materials you have copied in any way.

You must not use any part of the content on the List for commercial purposes without obtaining a licence to do so from IFB or its licensors.

If you copy any part of the List in breach of these Registration Terms and Conditions, your right to use the List will cease immediately and you must, at IFB's option, return or destroy any copies of the materials you have made.

10. Contact IFB

Should you have any comments or questions in relation to the IFB website or the registration process please forward these to info@insurancefraudbureau.org.

In the event that any difficulties are experienced in gaining access to any part of the IFB website or the Protocol please contact the IFB either by telephone 01908 843109 or e-mail info@insurancefraudbureau.org.

11. About us

The List is administered by the IFB on behalf of the CII. The IFB is a company limited by guarantee registered in England and Wales with company number 8203205. Our registered office is at Linford Wood House, 6-12 Capital Drive, Milton Keynes MK14 6XT.