

Terms & Conditions

[Print the Terms and Conditions](#)

IMPORTANT - PLEASE READ THE FOLLOWING CAREFULLY

XRAE is our field underwriting tool that provides indicative underwriting decisions on life insurance.

By clicking "Accept" you agree that your use of XRAE (the "**Service**") will be governed by the following terms and conditions (the "**Terms**"). In these Terms references to "**you**" are references to you, the person registering to use the Service, and references to "**we**" / "**us**" are references to iPipeline Limited, registered office: 3rd Floor Montpellier House, Montpellier Drive, Cheltenham, Gloucestershire, GL50 1TY, registered in England, number 3033012 - the providers of the XRAE service. The agreement between you and us for the use of the Service will be referred to in these Terms as the "**agreement**".

1. [The XRAE Service and Authorised Users](#)

- 1.1 In return for you agreeing to be bound by and observe these Terms we agree to provide the Service to you.
- 1.2 The Service is provided solely for use by existing customers of our Assureweb service, such customers being financial advisers, administrators, tied-agents and any other person who may lawfully use the Service within FCA regulations ("**Authorised Users**"). Authorised Users must be resident in the United Kingdom. No other person may use the Service. In registering to use the Service you represent and warrant to us that you qualify as an Authorised User. This confirmation will be an important term of the contract between us and you should be aware that you will be in breach of your agreement with us if it is not true. If you do not qualify as an Authorised User, you should not register to use the Service.
- 1.3 The Service which we are agreeing to provide is the one which you will access after accepting these Terms. We are not agreeing to provide any other service.
- 1.4 Your use of the Assureweb service is separate to the Service and shall be governed by the Assureweb [terms and conditions](#).
- 1.5 Your use of the Service is governed by our [Privacy Policy](#) in addition to these Terms. You should read and familiarise yourself with this Privacy Policy. Our Privacy Policy forms part of these Terms and your agreement with us.

2. [Access to the Service](#)

- 2.1 We grant you a non-exclusive, non-transferable single-user license (without any rights to sub-license) to access and use the Service. Only you, the registered user, may access and use the Service using the username and password for your Assureweb account. Any other person wishing to use the Service must register separately.
- 2.2 You can access the Service via your Assureweb account using your Assureweb username and password and you agree that we may refer to you as a user of the Service in our promotional messages and literature.
- 2.3 As a condition of using the Service you will:
 - 2.3.1 use the Service strictly in accordance with these Terms;
 - 2.3.2 access the Service for lawful purposes only and not use the Service in any way which may

be considered an abusive or fraudulent use;

- 2.3.3 not decompile, disassemble or reverse engineer any aspect of the Service (except to the extent applicable laws specifically prohibit such restriction); and
- 2.3.4 not amend or re-brand or otherwise alter any aspect of the Service or the way it is displayed.
- 2.4 You will not, and you will not permit any other person to download, reproduce or otherwise copy all or any part of the Service other than as expressly permitted to do so pursuant to these Terms.
- 2.5 If any of the details which you provided to us during the registration process change while you remain a registered user of the Service, you will provide updated details to us as soon as reasonably practicable.
- 2.6 You will access the Service via your Assureweb account. You will notify us immediately if any of these details are disclosed to any unauthorised person or where you become aware that your username and/or password are no longer secure.
- 2.7 You will be responsible for all activity conducted under your username.

3. [Use of the Service](#)

- 3.1 The information displayed on the Service (save the home pages and various other parts of the site) is based on information extracted from sources provided by various product providers and is believed to be reliable and accurate at the date of publication. Each product provider is responsible for the information, products and services it makes available through the Service. We make no representation or warranty, whether express or implied, as to its accuracy, or completeness, timeliness or fitness for any purpose. No independent verification monitoring or screening has been undertaken in respect of the information contained on or the products or services accessed via the Service and each Authorised User shall be solely responsible for verifying its accuracy and suitability. We do not endorse or accept responsibility for any recommendations, views opinions and advice expressed on the Service and all information should be independently verified.
- 3.2 When using the Service, you may be linked to a product provider's or other third party's website. We accept no responsibility for the content of such third party websites. Each product provider is responsible for the information and the products and services it makes available through the Service and its own websites and extranets. We make no representation or warranty as to the accuracy or fitness for any purpose of any product provider's or other third party's information, products or services. We do not independently verify, monitor or screen any information contained on or accessed via the Service.
- 3.3 When accessing the Service with a digital certificate the Authorised User is obliged to fulfil the terms and conditions that the Authorised User agreed to when they obtained the certificate. The Authorised User must not give any third party access to the certificate or its details. If the Authorised User breaches the digital certificate terms and conditions and this causes us any loss, cost, damages or expenses, the Authorised User will defend and fully indemnify us and hold us harmless against all such losses, costs, claims, damages or expenses however they are incurred. The Authorised User will enable us to read their certificate, the details of which we can pass on to a third party provider. Each year as the Authorised User renews their certificate, the Authorised User will renew the information provided to us.
- 3.4 Requests for support, questions about the Service and reports of security breaches should be made to our Support Desk between the hours of 9:00am and 5:00pm Mondays to Fridays and excluding bank and public holidays:

E-mail: uk.customer.services@ipipeline.com
Tel: 0345 408 4022
Fax: 0870 400 1900

4. [Suspension and Termination](#)

- 4.1 We reserve the right to suspend the Service at any time if we know or reasonably believe that you have breached, or are likely to breach, these Terms. Without prejudice to any other right or remedy, we may terminate your use of the Service immediately at any time in the event of breach of these Terms. We may also terminate this agreement at any time upon 30 days' notice.
- 4.2 You may terminate this agreement at any time by email to uk.customer.services@ipipeline.com with copy notice in writing to us.
- 4.3 Termination will not be treated as accepted until you have received confirmation in writing or by email from us. On receipt of confirmation of termination of this agreement from us you must immediately cease using the Service. Termination shall not affect any rights and obligations either you or we may have.
- 4.4 Both you and we may terminate this agreement where the other becomes insolvent, ceases to carry on business in the United Kingdom or a liquidator, receiver or other insolvency practitioner is appointed in respect of all or any part of its assets or undertaking or, in your case, you are declared bankrupt.

5. [Security and Confidentiality](#)

- 5.1 We shall use all commercially reasonable endeavours to keep all personal details, information, usernames and passwords confidential and secure. However, we shall have no liability in respect of any loss, liability, cost or damage which may arise as a result of any unauthorised access to the Service or unauthorised use or disclosure of any personal details, information, usernames or passwords provided that we have taken all reasonable steps to minimise the risk of such unauthorised use or disclosure.

6. [Service Availability and Standards](#)

- 6.1 We will provide the Service with reasonable skill and care and use reasonable endeavours to provide the Service continuously. However, you acknowledge and accept that certain downtime, network failure or circumstances beyond our control may affect our provision of the Service. We do not warrant that the Service will be available at all times but we will use reasonable endeavours to keep downtime to a minimum.
- 6.2 We give no warranty that the functions contained in the Service will meet your or your Authorised Users' requirements, that the Service will be uninterrupted or error free or that any defects in the same can be corrected within a certain time, and we do not warrant that the Service will be fit for purpose. We will have no liability to you as a result of any failure or delay in providing the Service which is beyond our direct and reasonable control.

7. [Intellectual Property Rights](#)

- 7.1 You agree that:
- 7.1.1 as between you and us all rights, including all copyright and other intellectual property rights, in the Service are owned by or validly licensed to us and you will not do anything to infringe these rights.
- 7.1.2 you will only use the Service as expressly permitted by these Terms; and
- 7.1.3 certain data, information, results and external webpages provided and displayed as part of

the Service may be provided and owned by third parties.

8. [Data Protection](#)

- 8.1 This paragraph 8 should be read in conjunction with our [Privacy Policy](#). In providing the Service we are acting as a data processor only. You will be responsible for obtaining all necessary consents from your customers which are required for the lawful capture, retention and processing of personal data using the Service. To the extent necessary in our role as data processor we will comply with all relevant data protection legislation.
- 8.2 You will comply with all laws and regulations relating to the capture, retention and processing of personal data.

As set out in the Privacy Policy we may pass information we obtain about you and your customers to third parties including our partners, providers of content to the Services and third party service providers (some of whom may operate outside of the EEA and in some instances operating a cloud based application) to provide statistical information to Content Providers and business partners. Such information will be de-personalised aggregated information (such as which age groups prefer a particular product or service) which cannot be used to identify you or your customers. You agree to allow us to use your information for such purposes and you agree to ensure that consent for such use is obtained from your customers before passing such information to us. A line in your T&C's or Privacy Policy should be added that states:

"We [IFA] may pass your personal data on to third parties (including iPipeline Limited and its partners) who assist us in providing our service. These third parties may then send this data as de-personalised aggregated statistics to further third parties (some of whom may be outside of the EEA). Any information sent out by third parties assisting us will be anonymous. Anonymisation means that it doesn't contain any personal information about you but, for example, might say which age groups prefer a particular product or service. By using our service you agree to such use of your personal data."

- 8.3 You will not use or agree to any terms and conditions or any privacy policy which conflicts with these Terms or the terms of our Privacy Policy.
- 8.4 To contact our Data Protection Officer please write to: - The Data Protection Officer, iPipeline Limited, 3rd Floor Montpellier House, Montpellier Drive, Cheltenham, Gloucestershire, GL50 1TY.

9. [Limitation of Liability](#)

- 9.1 Subject to paragraph 9.2 below we shall not be liable under this agreement to you or any third party for any:
- 9.1.1 indirect, economic, special or consequential loss, lost sales, turnover or revenue or damage whether in contract (given by indemnity or otherwise), tort or otherwise; or
- 9.1.2 loss of profit, loss of data, loss of use of equipment or process, loss of anticipated savings, or wasted management time, in each one case howsoever arising and whether or not we have been informed of the potential loss or damage arising and whether incurred directly, indirectly or consequentially.
- 9.2 We do not exclude or restrict liability for death or personal injury arising as a result of our negligence or for fraud (including fraudulent misrepresentation) or to the extent that such liability cannot be excluded or restricted by financial services legislation or any other applicable laws and regulations.
- 9.3 Subject to paragraph 9.2 above, our liability in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising under or in connection with these

Terms of the Service shall not exceed £5,000 per annum regardless of the number of events giving rise to liability.

10. [Warranties and Indemnity](#)

10.1 You represent and warrant that at all times when you are using or accessing the Service you will hold all necessary licences and consents for the purpose of conducting business in connection with the use of the Service (including without limitation any authorisation required under financial services legislation or any relevant regulatory authority). You will defend and indemnify us in respect of all liabilities, losses, costs and expenses suffered or incurred by us and arising out of or in connection with carrying out an authorised business.

10.2 You shall be responsible for and will defend us against all liabilities, losses, costs and expenses which we may suffer or incur as a result of use of the Service by you or any other person of the Service using your username and password (with or without your permission) other than in accordance with these Terms.

11. [General](#)

11.1 Changes to these Terms may be made from time to time by us. You agree to the Terms as amended from time to time by your continued use of the Service.

11.2 The failure, delay or omission by either party to take action in respect of a breach of any of these Terms shall not constitute a waiver of any breach of the same or any other provisions of these Terms.

11.3 If any provision of these Terms shall be found to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of these Terms.

11.4 These Terms constitute the entire agreement between us in respect of access to the Service.

11.5 Both parties may send notices regarding the Service by facsimile, email or post. Our address for notice is set out on the front page of this agreement and the appropriate email address is set out at paragraph 4.2.

11.6 We may assign, sub-contract or delegate all or any of our rights or obligations under these Terms without your prior consent. You may not assign any of your obligations or rights or otherwise under this agreement to any third party.

11.7 This agreement and these Terms shall be governed by the laws of England and all parties agree to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising under these Terms.

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