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# Terms and conditions

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## ReAssure Now Access Terms of Use for Financial Adviser Firms

Please read this Agreement carefully as it forms a binding contract between you (the **User, you, your**) and ReAssure Limited and ReAssure Life Limited (together **ReAssure, we, us, our**) in relation to your use of the ReAssure Now Portal. You may download or print a copy of this Agreement by visiting <https://www.reassure.co.uk/uploads/ReAssure-Now-terms-and-conditions-Financial-Advisers.pdf>

Although Authorised Persons, ReAssure Now Administrators and ReAssure Now Users are referred to in this Agreement as having certain functions and will, through their use of the ReAssure Now Portal, be deemed to have accepted these terms and conditions, this Agreement is between ReAssure and the relevant Financial Adviser Firm. You must ensure that Authorised Persons, ReAssure Now Administrators and ReAssure Now Users and anyone else using ReAssure Now, or otherwise acting on your behalf comply with this Agreement.

By entering into this Agreement, ReAssure does not seek to hold itself out and should not be treated as holding itself out with respect to offering or providing any other service, including but not limited to providing investment or other advice.

ReAssure Limited and ReAssure Life Limited are authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority with Firm reference numbers 110495 and 110462 respectively. These details can be checked on The Financial Services Register by visiting [register.fca.org.uk](https://register.fca.org.uk). The Prudential Regulation Authority website can be found at [www.bankofengland.co.uk/prudential-regulation](https://www.bankofengland.co.uk/prudential-regulation).

The registered office address for ReAssure Limited (company number 00754167) and ReAssure Life Limited (company number 01363932) is Windsor House, Telford Centre, Telford, Shropshire, TF3 4NB. ReAssure Limited and ReAssure Life Limited are members of the Association of British Insurers.

### Definitions

In this Agreement the following expressions shall have the following meanings unless inconsistent with the context:

**Agreement:** means these terms and conditions, referred to as the **ReAssure Now Access Terms of Use** and any Schedules or annexes hereto as updated from time to time.

**API:** means the application programming interface made available to the Third Party Service Provider by ReAssure, for the purpose of enabling integration between ReAssure Now and Third Party Services.

**Authorised Person:** means an individual who is authorised by the Financial Adviser Firm and who has authority and responsibility in respect of nominating the ReAssure Now Administrator and directing the use and application of Data by the ReAssure Now Administrator and any ReAssure Now Users.

**Business Contact Details:** means the business contact details of the Authorised Persons, ReAssure Now Administrator and any ReAssure Now Users for the purpose of using ReAssure Now and correspondence with ReAssure.

**Chief Executive:** means a person who is responsible for the running of the Financial Adviser Firm, who is the holder of the relevant senior management function of the Financial Adviser Firm as defined by the FCA.

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**Client:** means a Policyholder who has provided us with the relevant authority for the Financial Adviser Firm to receive information about their Products/policies on ReAssure Now and who is a current client of the Financial Adviser Firm in relation to whom the Financial Adviser Firm is registered on ReAssure Now as the current active servicing agent.

**Compliance Oversight:** means a person who is responsible for the governance of the Financial Adviser Firm, who is the holder of the relevant senior management function for the Financial Adviser Firm as defined by the FCA.

**Content:** means certain material and information appearing from time to time on ReAssure Now and made available to the User under this Agreement.

**Data:** means the Relevant Personal Data and Policy Data. **Data Protection Laws:** means any law that applies from time to time to the processing of personal data by either party under this Agreement including, to the extent applicable: (a) EU General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "**EU GDPR**"); (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communication (EU Directive) Regulations 2003; (d) the EU GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("**UK GDPR**"); and (e) any other applicable laws, directives, statutes, regulations or codes of practice (to the extent that such codes of practice have legal effect) relating to data protection or the privacy of individuals, in each case as may be amended, superseded or replaced from time to time.

**Data Subject:** means the identified or identifiable living individual to whom the Relevant Personal Data relates to.

**Director:** means a person who is responsible for the running of the Financial Adviser Firm, who is the holder of the relevant senior management function for the Financial Adviser Firm as defined by the FCA.

**Electronic Instructions:** means an instruction relating to the Products transmitted electronically via ReAssure Now.

**Equipment:** means the hardware, software and peripherals the User, ReAssure Now Users and ReAssure Now Administrator uses to access ReAssure Now (excluding hardware, software and peripherals owned or operated by ReAssure).

**Financial Conduct Authority (FCA):** means the current or any successor financial services conduct regulator.

**Financial Adviser Firm:** means a financial adviser firm which is (i) regulated by the FCA and (ii) authorised to access ReAssure Now on behalf of a Client pursuant to this Agreement.

**Multi Factor Authentication (MFA):** means an optional security feature which requires log-in credentials to come from separate sources. If the User chooses to activate this feature, access to their ReAssure Now account and any other ReAssure Now transactions may in the future require this additional verification.

**Partner:** means a person who is responsible for the running of an authorised Firm, who is the holder of the relevant senior management function for the Financial Adviser Firm as defined by the FCA.

**Password:** means the ReAssure Now password chosen by a ReAssure Now User(as may be subsequently changed by such User).

**Personal Data, Personal Data Breach, Controller, Processor, processing** (and cognate expressions) and **Data Subject:** shall have the meanings given to them under Data Protection Laws.

**Policy Data:** means information relating to a Client's Product/policy including reference number and policy valuation information, fund name, fund code, units held, unit price, unit price date and currency code.

**Policyholder:** means the policyholder of any of the Products in which the User has the appropriate authority.

**Prudential Regulation Authority (PRA):** means the current financial services prudential regulator and supervisor and its successors.

**Products:** means the products and services, information about which is made available to the User by ReAssure via ReAssure Now from time to time.

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**ReAssure:** means ReAssure Limited and ReAssure Life Limited, the company which makes the Products available on ReAssure Now from time to time.

**ReAssure Now Administrator** - means the individual nominated by the Authorised Person in accordance with this Agreement, who, on behalf of the User, is responsible for ongoing access management of any ReAssure Now Users and ensuring any ReAssure Now Users continue to remain authorised to use ReAssure Now at all times.

**ReAssure Now Portal or ReAssure Now:** means the online services provided by ReAssure currently found at [www.reassurenow.co.uk](http://www.reassurenow.co.uk) and such other websites as may be maintained by or for ReAssure. Use of ReAssure Now is subject to the Terms of the Products.

**ReAssure Now User:** means an employee, agent, independent contractor and/or other representative of the User who is authorised by the User to access, use and/or view ReAssure Now (including any such individuals with limited/view only access), including individuals for whom access to ReAssure Now has been provided by the ReAssure Now Administrator.

**Relevant Personal Data:** means information about a Data Subject that is required to be collected and processed in order to provide the said services under this agreement.

**Security Details:** means the details used by ReAssure Now Users and ReAssure Now Administrators to log into ReAssure Now (which at the moment comprise a Username, Password and MFA credentials, if activated).

**Terms:** means the terms and conditions of the Products including any documentation or instructions governing the operation and supply of Products including those which may be provided to the User from time to time.

**Third-Party Services:** means any service or product offered by a party that is not ReAssure which is capable of being integrated or used in connection with ReAssure Now.

**Third-Party Service Provider:** means the provider of the Third-Party Services.

**Username:** means the Username which has been chosen by the ReAssure Now User or by ReAssure for the ReAssure Now User (as may be subsequently changed by the ReAssure Now User).

**User or you:** means the Financial Adviser Firm who applies to use ReAssure Now.

## 1. Agreement

- 1.1. This Agreement and the User's right to use ReAssure Now will not come into effect until ReAssure has received from the User notice of the User's acceptance of the terms of this Agreement. The User's right to access ReAssure Now will then commence unless access is suspended or terminated in accordance with the provisions of this Agreement. The person accepting this Agreement on behalf of the Financial Adviser Firm represents and warrants that it has full legal authority to bind the Financial Adviser Firm to this Agreement.
- 1.2. The User must notify us promptly if any of the details given to ReAssure during the registration process for ReAssure Now change.

## 2. Using ReAssure Now

### A. General

- 2.1. Your ReAssure Now Administrators and ReAssure Now Users each have a Username and Password which enable the relevant individual to access ReAssure Now on your behalf. We may notify you from time to time of changes in the security information we may require for accessing ReAssure Now.
- 2.2. Your right to use ReAssure Now is personal to you (and your ReAssure Now Administrators and ReAssure Now Users) and you may not permit any other person to gain access to ReAssure Now. You must ensure that the ReAssure Now Users and ReAssure Now Administrators keep their Security Details secure and confidential.

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- 2.3. You may be given the option to use a Multi-Factor Authentication (MFA) feature to add an extra layer of protection for access to ReAssure Now and other transactions within ReAssure Now. When MFA is activated, the User authorises the third party MFA service provider to send a unique authentication identifier to the contact information provided by ReAssure Now Users. If MFA is activated, responsibility for accepting and complying with any terms and conditions and for payment of any costs associated with the MFA service lies with the User.
  - 2.4. Changes in technology from time to time may make the Equipment obsolete or otherwise unsuitable for accessing ReAssure Now. You and each ReAssure Now User and ReAssure Now Administrator will be solely responsible for providing, updating, or replacing any part of the Equipment and for any related costs. ReAssure makes no warranty as to the suitability or otherwise of the Equipment, which is your sole responsibility.
  - 2.5. ReAssure accepts no liability to any person who is not a party to this Agreement, including any Authorised Person, ReAssure Now Administrator or ReAssure Now User.
  - 2.6. Each Financial Adviser Firm will ensure that its Authorised Persons, ReAssure Now Administrators and ReAssure Now Users are aware of and comply with the provisions of this Agreement and the Financial Adviser Firm will be responsible to ReAssure for the acts and/or omissions of each of its Authorised Persons, ReAssure Now Administrators and ReAssure Now Users. In this Agreement, an obligation on the User to do or not to do something (as relevant) includes an obligation on the User to ensure that the Authorised Persons, ReAssure Now Administrators and ReAssure Now Users do, or refrain from doing (as relevant), the same. You shall indemnify ReAssure in respect of all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your, any Authorised Person's, ReAssure Now Administrator's and/or ReAssure Now User's use of ReAssure Now.
  - 2.7. You will only access ReAssure Now in order to carry out services provided to each Client. ReAssure reserves the right to limit your access to ReAssure Now in any way and at any time, in its sole discretion.
  - 2.8. You will comply with ReAssure's instructions in terms of gaining access to ReAssure Now, as may be changed by ReAssure from time to time.
  - 2.9. You will only be able to access documents made available on ReAssure Now that have been sent to you from us, either directly or in copy. You will not have access to any documents which we have sent to your Clients only.
  - 2.10. It is the responsibility of your Clients to notify us of any material change in your relationship with them, including if you cease to be their financial adviser. Where relevant, you must remind Clients of this.

## B. Electronic instructions

- 2.11. The User will be treated as authorising ReAssure to act on Electronic Instructions placed by using the User's, ReAssure Now Administrator's and/or ReAssure Now User's Security Details without further written confirmation to ReAssure provided that this is not prohibited by the Terms relevant to the Product and subject to clause 2.17. This authorisation remains in force until ReAssure receives notice from the User of termination of such authorisation relating to specific Security Details. Such notice will not affect the completion of Electronic Instructions which have already been placed by the User and confirmed by ReAssure pursuant to this authority.
- 2.12. The User must ensure that it has all required and appropriate authorisations and permissions to place Electronic Instructions, including, to the extent required, those from the Client and any joint holder of Products. ReAssure may impose additional requirements to process certain instructions.

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- 2.13. The User agrees that ReAssure will, pursuant to an Electronic Instruction, deduct from, and credit amounts to, Products and other accounts held by the Client.
- 2.14. It is the User's responsibility to ensure all transaction details are correct before sending/transmitting their Electronic Instructions. We may make fraud prevention checks into an Electronic Instruction and may refuse to act on an Electronic Instruction:
- if we are permitted to do so under any Terms
  - if we are not reasonably satisfied that the Electronic Instruction is lawful
  - if we consider ReAssure Now has been or is likely to be misused, or
  - for fraud prevention purposes. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

If we refuse to act on an Electronic Instruction, we will make reasonable efforts to tell you, with reasons for the refusal (if possible) and any factual errors that led to the refusal. We will not do this where it would be unlawful to do so.

- 2.15. We will provide confirmation of our acceptance of the Electronic Instructions in accordance with the Terms of the Product(s) relating to the Electronic Instruction, if applicable.
- 2.16. Without prejudice to the Terms of the Product relating to Electronic Instruction, we make no guarantee that Electronic Instructions will be acted upon within a particular timeframe. We recommend that you check your Electronic Instructions have been carried out as you expected and notify ReAssure as soon as possible if you believe there is an error in the confirmation or that an Electronic Instruction has been made in error. If you fail to notify us as soon as possible of any of these circumstances occurring, you will be deemed to have accepted the terms of the transactions as stated in the confirmation provided by us.
- 2.17. You understand that the Terms control the operation of the Products and that ReAssure Now is provided subject to those Terms. Other than in respect of accepting and performing Electronic Instructions, in the event of a conflict between the Terms and this Agreement, the Terms shall prevail to the extent of the conflict. For the avoidance of doubt, even where the Terms provide that only a written instruction will be accepted, the User will be treated as authorising ReAssure to act on Electronic Instructions submitted in accordance with this Agreement.

### **3. Data protection**

- 3.1. You acknowledge that you are an independent Controller of any Personal Data to which you have access by using ReAssure Now.
- 3.2. You will comply with obligations and duties of a Controller under Data Protection Laws in respect of Relevant Personal Data and not do, or omit to do, anything which causes, or may cause, ReAssure to breach its obligations under Data Protection Laws.
- 3.3. You will make available to ReAssure all information and assistance that is necessary to demonstrate ReAssure's compliance with Data Protection Laws and maintain records to demonstrate your own compliance.
- 3.4. You will implement and maintain appropriate technical and organisational measures to protect Relevant Personal Data including with regard to any transfers outside of the United Kingdom.
- 3.5. You will notify ReAssure without undue delay (a) on becoming aware of any actual or suspected Personal Data Breach which may affect Relevant Personal Data; (b) of any notice, inquiry or investigation from a data protection regulator that relates to Relevant Personal Data; (c) of any

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- complaint, inquiry or request from a Data Subject relating to Relevant Personal Data; or (d) of any material non-compliance by you of Data Protection Laws.
- 3.6. You will ensure that you have all necessary notices and consents and lawful bases in place to enable the lawful transfer of the Relevant Personal Data to us, to any Third Party Service Provider and to any other third party in connection with this Agreement.
  - 3.7. You will indemnify and hold harmless ReAssure from any cost, charge, damages, expense or loss arising as a result of, or in connection with, of your breach of this clause 3.
  - 3.8. In relation to the Personal Data we Process in connection with the ReAssure Now Portal, please see our Privacy Notice at [www.reassure.co.uk/privacy-policy/](http://www.reassure.co.uk/privacy-policy/) for the fair processing notice we are required to give to Data Subjects. You must draw this to the attention of your Clients and any Authorised Persons, ReAssure Now Administrators and ReAssure Now Users.

## 4. Responsibilities

- 4.1 You will be responsible for all losses you may incur arising out of or in connection with fraudulent use of ReAssure Now.
- 4.2. Subject to clause 4.3, we will take reasonable care to ensure that any information provided to you by us is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information received from that third party.
- 4.3. ReAssure may rely on third parties to provide it with information made available as part of ReAssure Now. We cannot guarantee that information made available as part of ReAssure Now, including in relation to any holding in Products or other financial information, is up to date or that such information will be updated immediately if it changes. You acknowledge that ReAssure Now is intended to be an indicative snapshot of Clients' information and/or Data. The Content is provided for general information purposes only and does not constitute financial or other advice. Accordingly, the Content should not be relied upon.
- 4.4. ReAssure reserves the right, in its sole discretion, to correct any errors or omissions in any of the Content, and to make any other changes to the Content or to ReAssure Now at any time without notice. ReAssure will notify you of any changes to the terms of this Agreement in accordance with clause 9.1.
- 4.5. We are not responsible any communications transmitted over networks outside of ReAssure's control and sending information in this way is done at your own risk. ReAssure cannot guarantee that it will receive any electronic communication that you send or that the content of any message will remain private or unaltered during its transmission.
- 4.6. You may not:
  - 4.6.1 interfere or tamper with, alter, amend or modify the Content or functionality of the ReAssure Now, or any part of it;
  - 4.6.2 copy, de-compile, reverse compile, reverse engineer or disassemble any of the software comprised in ReAssure Now, or
  - 4.6.3 attempt to do any of the above or permit any of the above to be done, in each case, except as necessary to use ReAssure Now in accordance with the provisions of this Agreement or as expressly required, or allowed by law and such statutory right/requirement is incapable of exclusion by agreement.
- 4.7. You may not reproduce, modify or in any way commercially exploit the Content or ReAssure Now. In particular, you may not do any of the following without the prior written permission of ReAssure:



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- 4.7.1 redistribute any of the Content or ReAssure Now, including by using it as part of any library, archive or similar service, or make any derivative works from ReAssure Now or the Content; or
  - 4.7.2 remove any copyright or trademark notice from any copies of the Content or ReAssure Now.
  - 4.8. You are responsible for ensuring the security of the Equipment from which you and/or your ReAssure Now Users and/or ReAssure Now Administrators access ReAssure Now.
  - 4.9. You will ensure that any information Authorised Persons, ReAssure Now Users and/or ReAssure Now Administrators provide to ReAssure in connection with the use of the ReAssure Now is complete, accurate and up-to-date.
  - 4.10. You agree that, in order to prevent fraud and money laundering we will pass onto fraud prevention agencies any false or inaccurate information that we receive in relation to the use of ReAssure Now or if we identify or suspect fraud.

## 5. Security

- 5.1. Once you have registered for ReAssure Now and accepted the terms of this Agreement, the ReAssure Now Users and ReAssure Now Administrators will be able to use their Security Details to access ReAssure Now
- 5.2. You shall ensure that ReAssure Now Users and ReAssure Now Administrators keep safe and prevent fraudulent use of their ReAssure Now Security Details. These precautions include, but are not limited to the following:
  - never writing down or otherwise recording Security Details;
  - not choosing Security Details that may be easy to guess;
  - ensuring that no-one hears or sees the Security Details when used;
  - not allowing anyone else to have or use their Security Details and not disclosing them to anyone, including the police and us, except when registering for ReAssure Now or resetting Security Details;
  - keeping information containing personal details about ReAssure Now accounts and Products safe and disposing of them safely;
  - keeping Equipment secure by using antivirus and anti-spyware software and a firewall;
  - never recording any Password or other Security Details on any software which retains it automatically;
  - following all security measures recommended by the manufacturer of the Equipment used to access ReAssure Now; and
  - following all security measures recommended on the National Cyber Security Centre's website "Top tips for staying secure online" which can currently be found at [www.ncsc.gov.uk/collection/top-tips-for-staying-secure-online](http://www.ncsc.gov.uk/collection/top-tips-for-staying-secure-online).
- 5.3. Please note that after initial registration we will never contact you, ReAssure Now Users or ReAssure Now Administrators or ask anyone to do so on our behalf, with a request to disclose Security Details in full. If you, ReAssure Now Users or ReAssure Now Administrators receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you, ReAssure Now Users and ReAssure Now Administrators must not supply Security Details to them in any circumstances. You must report any such requests to us immediately on 0800 073 1777.
- 5.4. If you become aware or suspect that any Security Details may be, or may have been, used unlawfully or they may have been disclosed to someone else then you must immediately call us on 0800 073 1777. You continue to be liable for any transactions and Electronic Instructions on the

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accounts of your ReAssure Now Users or ReAssure Now Administrators confirmed by use of their Security Details until you receive confirmation from us that this notification has been received.

- 5.5. You will be responsible for all Electronic Instructions received by us between the time your ReAssure Now Users and/or ReAssure Now Administrators sign in to ReAssure Now using the relevant Security Details and until they sign out. Please note that this includes any input errors, or instructions sent by someone other than you or the authorised ReAssure Now Users and/or ReAssure Now Administrators. Therefore you must ensure that ReAssure Now Users or ReAssure Now Administrators do not leave the device they are using to access ReAssure Now unattended while they are still logged into ReAssure Now.
- 5.6. At its sole discretion ReAssure may bar the use of any Security Details from time to time due to security or other concerns or for general administration purposes. ReAssure will inform you as soon as reasonably possible of such action. Access can then be restored following the procedures advised by ReAssure.
- 5.7. The Financial Adviser Firm agrees to put in place an appropriate internal procedure that sets out the steps that the relevant Authorised Person, ReAssure Now Administrator and any ReAssure Now Users must take following a security breach, including a Personal Data Breach, in each case relating to ReAssure Now.
- 5.8. In the event that a security breach (including a Personal Data Breach) is detected by ReAssure or notified to us, we may suspend, withdraw or restrict the use of ReAssure Now.

## **6. Warranties**

- 6.1. The Financial Adviser Firm must prevent the introduction of any computer virus into ReAssure Now, including into any message, programme or file sent by it to ReAssure or ReAssure Now and warrants and undertakes that it will not introduce any viruses, worms, Trojan horse, spyware or other contaminant that will or may be used to access, modify, delete or damage any data, file or other computer programme used in connection with ReAssure or ReAssure Now or any message or other electronic communication involving ReAssure or ReAssure Now.
- 6.2. The Financial Adviser Firm warrants that it, and the Authorised Person, ReAssure Now Users and ReAssure Now Administrators have all necessary licences, authorisations, consents, approvals and permits required to perform its and their obligations under and in connection with this Agreement.
- 6.3. ReAssure does not represent or warrant that ReAssure Now will be compatible with any Equipment or with the hardware or software on which Client data, relevant policy or password protected information are downloaded or processed.

## **7. Limitation of Liability**

- 7.1. Subject to clause 7.3, ReAssure excludes any and all liability in respect of any and all claims arising out of or in connection with ReAssure Now and this Agreement (including without limitation as a result of breach of contract, negligence, or any other tort, under statute or otherwise).
- 7.2. Subject to clause 7.3, more specifically:
  - (a) ReAssure does not guarantee that any information made available as part of ReAssure Now , including in relation to any holding in Products or other financial information, is accurate or up to date or that such information will be updated immediately if it changes. We do not monitor or edit information, documents or files provided by third parties as part of ReAssure Now. ReAssure Now and the Content are intended to be an indicative snapshot of information. Accordingly, the Content should not be relied upon,



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- (b) The Content is provided for general information purposes only and is not designed for making investment decisions. The Content does not constitute financial or other advice or an offer to provide any product or service. Any reliance placed on the Content shall be at your sole risk, and any investment outcomes shall be at your own risk. ReAssure is not responsible for your or anyone else's investment advice or activity.
- (c) ReAssure shall use reasonable endeavours to ensure that ReAssure Now can be accessed at all times. However, ReAssure Now may be temporarily unavailable, or restricted for administration or other reasons such as connectivity, and there may be events beyond our reasonable control that mean that access is temporarily unavailable or restricted. ReAssure cannot guarantee the security of access to, uninterrupted use of, or security of use of, ReAssure Now or any of the Content. ReAssure Now is provided without any guarantee, condition or warranty as to availability, accuracy or fitness for purpose.
- (d) We do not accept any liability for any claims, penalties, losses, damages, costs or expenses arising from the use of, or inability to use, ReAssure Now or from any unauthorised access to or alteration of ReAssure Now.
- 7.3 ReAssure does not seek to: (a) exclude or limit any liability for death or personal injury resulting from negligence, (b) exclude or limit any liability for fraud or fraudulent misrepresentation, (c) limit any liabilities in any way that is not permitted under applicable law or (d) exclude any liabilities that may not be excluded by law. Limitations and exclusions of liability set out in this Agreement are subject to this clause 7.3.
- 7.4 Subject to clause **Error! Reference source not found.**, ReAssure will not be liable (whether in contract, tort, for breach of statutory duty or otherwise) in respect of any (a) business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill, (b) loss or corruption of any data, database or software or (c) special, remote, indirect or consequential loss or damage.

## 8. Termination

- 8.1. Notwithstanding any other provision of this Agreement, ReAssure is entitled to end ReAssure Now and terminate this Agreement upon 28 days' notice, at its sole discretion. ReAssure accepts no liability for loss or damage arising out of or in connection with the loss of the use of ReAssure Now for any reason.
- 8.2. ReAssure may terminate your right to use ReAssure Now and this Agreement at its absolute discretion by giving you notice which will be effective immediately if:
- 8.2.1 you are in breach of the terms of this Agreement; or,
- 8.2.2 ReAssure loses the services of any of its material suppliers.
- 8.3. You may terminate your right to use ReAssure Now and this Agreement by giving notice in writing to ReAssure at the address below, which will be effective on receipt by ReAssure, but this will not affect Electronic Instructions that have already been placed by the User and confirmed by ReAssure.
- ReAssure Limited  
Windsor House  
Ironmasters Way  
Telford Centre  
Telford  
TF3 4NB
- 8.4. Upon termination of this Agreement, your right to access ReAssure Now will cease. Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination,

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including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced by termination.

- 8.5. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect including the Definitions section of this Agreement, clauses 2.5, 2.6, 2.10, 2.11, 2.12, 2.13, 2.14 and 2.16 (Using ReAssure Now), clause 3 (Data protection), clauses 4.1, 4.3, 4.5, 4.6, 4.7 and 4.10 (Responsibilities), clause 6.3 (Warranties), clause 7 (Limitation of liability), this clause 8, clause 10 (Waiver), clauses 12 (Copyright and trade marks) to 20 (Confidentiality) (inclusive), clause 21.5 (Authorised Persons).

## 9. Variation

- 9.1. ReAssure has the right to vary the terms of this Agreement at any time to reflect changes to legal or regulatory requirements or to make improvements to the ReAssure Now portal. You will be asked to review and accept the updated Agreement the next time you, any ReAssure Now User or any ReAssure Now Administrator log in following any variation. You must ensure that such ReAssure Now User or ReAssure Now Administrator is authorised to accept the updated Agreement on your behalf. ReAssure will only notify you in advance of any changes that will materially affect you. You will be able to access this Agreement via a link on the Help section of ReAssure Now which will show the date this Agreement was last updated. Use of ReAssure Now implies your acceptance of the current terms and conditions of use.
- 9.2. ReAssure may, where we consider it appropriate, including for you or your protection, or to protect ReAssure, suspend, withdraw or restrict the use of ReAssure Now, or any part of it. We will tell you as soon as practicable if we take such action.

## 10. Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. The failure or delay by any party (a) to exercise or enforce any of its rights; or (b) to enforce any obligation which the other party is in breach of under this Agreement, is not a waiver of that right nor will it bar enforcement of that obligation (or any similar or other obligation) at that time or at any subsequent time.

## 11. Notices

- 11.1. Any notice or other document to be given under this Agreement must be in writing, and a notice or other document will be effectively given if made in any of the following ways (a) by first class post or by recorded delivery or special delivery; (b) by email; and (c) in the case of notices/documents given by ReAssure only, by posting on ReAssure Now.
- 11.2. Any notice or other document to be given under this Agreement shall be addressed as follows: (a) for notices/documents to ReAssure: the relevant addressee and address as set out on ReAssure Now from time to time; and (b) for notices/documents to the User: the current postal or email address we hold for you in our computer systems. This clause does not apply to notices/documents posted by ReAssure on ReAssure Now under clause 11.1.
- 11.3. Any notice or document given in accordance with this clause **Error! Reference source not found.** shall be deemed to have been received: if sent by first class post or by recorded delivery or special delivery, on the Business Day after posting, if sent by email or posted on ReAssure Now, at the time of transmission/posting (as relevant), or, if transmission/posting is not on a Business Day, on the following Business Day.

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## 12. Copyright and trade marks

- 12.1. Copyright and all other intellectual property rights in the pages of ReAssure Now and ReAssure Now the Content and in the information, texts, graphics and material contained therein and their arrangement is owned by ReAssure or its licensors. The User is given a non-transferable, non-exclusive and revocable permission to permit the ReAssure Now Users and ReAssure Now Administrators to use ReAssure Now and the Content in accordance with this Agreement for as long as ReAssure permits such use and which right automatically terminates on termination of this Agreement.
- 12.2. All trademarks, service marks, company names or logos are the property of their respective holders and no permission is given by ReAssure in respect of the use of any such trademarks, service marks, company names or logos and such use may constitute an infringement of the holders' rights.
- 12.3. Reproduction of the Content and/or the pages of ReAssure Now in whole or in part, without the prior written consent of ReAssure, is strictly prohibited. You are permitted to print any material from ReAssure Now provided that it is for your personal/internal use and no amendment is made to it.

## 13. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 14. Severance

If any provision or part provision in this Agreement is determined by any court or competent administrative body to be unenforceable for any reason, then that provision or part provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect the rest of this Agreement which shall remain in full force and effect.

## 15. Conflict

In the event of a conflict between:

- (a) this Agreement and the rules and regulations of any self-regulatory body or other body governing the activities of ReAssure and governing the Products, then the rules and regulations of such self-regulatory body or other body shall prevail to the extent of such conflict; or
- (b) this Agreement and the Terms, such conflict will be resolved in accordance with clause 2.17.

## 16. Entire agreement

- 16.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 16.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 16.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

## 17. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law or otherwise.

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## 18. Assignment

- 18.1 The User shall not, without the prior written consent of ReAssure, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.2 ReAssure 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 this Agreement provided it notifies the User.

## 19. Law

This Agreement is governed by English Law. You agree to submit to the exclusive jurisdiction of the English courts in relation to any claim or dispute arising out of your use of ReAssure Now and/or this Agreement.

## 20. Confidentiality

- 20.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 20.2.
- 20.2. Each party may disclose the other party's confidential information:
  - 20.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers or to any Policyholders and Clients who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 20; and
  - 20.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 20.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## 21. Authorised Persons

- 21.1. An Authorised Person must be either the Financial Adviser Firm's Director, Chief Executive, Partner or Compliance Oversight. You must ensure that each Authorised Person, ReAssure Now Administrator and ReAssure Now Users will have all necessary computer equipment (including, without limitation, any appropriate hardware, software and network connection) required to access ReAssure Now and provide their own virus protection software.
- 21.2. You are responsible for access management and must only permit authorised individuals to access and use ReAssure Now. For the avoidance of doubt, the Financial Adviser Firm is liable for the acts and/or omissions of the Authorised Persons, ReAssure Now Administrator and any ReAssure Now Users, including those whose permission to access or use ReAssure Now has ended or been withdrawn or suspended. The Financial Adviser Firm is also liable for the acts and/or omissions of any individuals whom it, any Authorised Persons, ReAssure Now Administrators and any ReAssure Now Users allow to access ReAssure Now including due to negligence or in breach of this Agreement.
- 21.3. You must notify ReAssure immediately if you become aware of any breach of the provisions of this Agreement.
- 21.4. The Financial Adviser Firm will take all such steps, at its own cost, as ReAssure may reasonably require it to take to remedy such breach.

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- 21.5. The Financial Adviser Firm is liable if Content, including any Data and relevant clients' information made available in ReAssure Now or in any electronic message is not used solely for the purposes for which it is intended by the Financial Adviser Firm.
- 21.6. The Financial Adviser Firm must ensure that the ReAssure Now Portal must not be used by Authorised Persons, ReAssure Now Administrators or ReAssure Now Users:
- 21.6.1 in any way that breaches any applicable laws or regulations;
- 21.6.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent intent or effect; or
- 21.6.3 to reproduce or copy any of the Content and/or Data or features of the ReAssure Now Portal (including but not limited to its code) in contravention of this Agreement.
- 21.7. The Financial Adviser Firm may export the Data through the ReAssure Now Portal in the manner and to the extent the ReAssure Now Portal functionality supports data export. The Data within ReAssure Now is updated at regular intervals, as determined by ReAssure in its sole discretion.
- 21.8. The Financial Adviser Firm shall be permitted to further analyse the Data, to combine the Data with its own data, and to use the Data for its internal purposes; provided, that it shall not publish any Data or Content, save in respect to using the Data for the purposes of producing Client statements and/or preparing Client's annual tax returns.
- 21.9. The Financial Adviser Firm acknowledges and agrees that every download from the ReAssure Now Portal is at its own risk and that any and all resulting damages (including without limitation from loss of data or damage to software and/or computer systems) is its sole responsibility.
- 21.10. The Authorised Person must nominate an individual to act as the ReAssure Now Administrator in accordance with processes determined by ReAssure from time to time. The Financial Adviser Firm shall ensure each Authorised Person, ReAssure Now Administrator and ReAssure Now User is aware of their responsibilities and understands their obligations under, and complies with, this Agreement.
- 21.11. The Authorised Person and, in using ReAssure Now, each ReAssure Now Administrator and ReAssure Now User may act for and on behalf of the Financial Adviser Firm. The ReAssure Now Administrator (on behalf of the Financial Adviser Firm) is responsible for creating and maintaining any additional accounts for any ReAssure Now Users from time to time.
- 21.12. The Authorised Person (on behalf of the Financial Adviser Firm) must provide the full name and Business Contact Details (including a business mobile and landline telephone number, valid business email address and business address) for the ReAssure Now Administrator and such other information that ReAssure may reasonably require to facilitate the registration of the ReAssure Now Administrator. For the avoidance of doubt, personal email addresses for the Authorised Person or the ReAssure Now Administrator will not be accepted by ReAssure.
- 21.13. The Authorised Person must notify ReAssure using the designated contact number as soon as it becomes aware that for any reason the ReAssure Now Administrator's access should be withdrawn. Should this occur, the Authorised Person must nominate and provide details of a replacement ReAssure Now Administrator. Where any ReAssure Now User's access is to be withdrawn, the ReAssure Now Administrator shall immediately withdraw the relevant access rights using the functionality within ReAssure Now or by calling the designated contact number.
- 21.14. The Authorised Person is responsible, on behalf of the Financial Adviser Firm, for confirming any changes to the ReAssure Now Administrator or the ReAssure Now Administrator's Business Contact Details.
- 21.15. You must notify ReAssure using the designated contact number as soon as there is any change to the Authorised Persons responsible for nominating the ReAssure Now Administrator.

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- 21.16. Subject to functionality of ReAssure Now from time to time, the Authorised Person must choose between different types of access to clients' policy information available on ReAssure Now.

## **22. ReAssure Now Administrators**

- 22.1. You shall ensure that each ReAssure Now Administrator agrees to be bound by this Agreement and acknowledges that it has been authorised by the Financial Adviser Firm, to act on the Firm's behalf in respect of the Financial Adviser Firm's ReAssure Now account.
- 22.2. You are responsible for any and all information relating to accounts of any ReAssure Now Users and the ReAssure Now Administrator, including the addition, deletion, deactivation or amendment of account details.
- 22.3. The ReAssure Now Administrator, on behalf of the Financial Adviser Firm, is also responsible for authorising each specific Third Party Service Provider to access the Data on the ReAssure Now Portal.
- 22.4. The ReAssure Now Administrator, on behalf of the Financial Adviser Firm, must provide the full name and Contact Details (consisting of a business mobile and landline telephone number, valid business email address and business address) for any ReAssure Now Users and such other information that ReAssure may reasonably require to facilitate the registration of any ReAssure Now Users. For the avoidance of doubt, personal email addresses for any ReAssure Now Users will not be accepted by ReAssure.
- 22.5. As soon as the ReAssure Now Administrator's or any ReAssure Now User's access is to be withdrawn, the Financial Adviser Firm must ensure that such person ceases its use and/or access of ReAssure Now from this time.
- 22.6. ReAssure may from time to time require the ReAssure Now Administrator to (i) review the list of any current ReAssure Now Users to ensure that each remains authorised to use ReAssure Now and (ii) validate the list of ReAssure Now Users in the form of an annual attestation (which may be electronic) as required by ReAssure. In the absence of such attestation ReAssure reserves the right to suspend access to ReAssure Now in relation to any ReAssure Now Users and ReAssure Now Administrators until such time as such requirements are met.
- 22.7. The Financial Adviser Firm shall ensure that each ReAssure Now User is aware of their responsibilities and understands their obligations under, and complies with, this Agreement.

## **23. Third Party Services Providers**

- 23.1 We may link, or refer to, or offer Third-Party Services or websites on the ReAssure Now Portal. Any purchase, enabling, viewing or engagement of Third-Party Services or websites, including but not limited to implementation, customisation, consulting services, transactions and/or any exchange provision or obtaining of data between you and any Third-Party Service Provider and/or website, is solely between you and the applicable Third-Party Service Provider and/or owner/operator of the relevant website and is subject to the terms and conditions and privacy notices and practices of such Third-Party Services Provider and/or website. ReAssure have no control over these. We do not warrant, endorse, or support Third-Party Services and/or websites and we are not responsible or liable for such Third-Party Services and/or websites or any losses or issues that result from use of such services and/or websites.
- 23.2 If you purchase, enable or engage any Third-Party Service Provider or website in connection with ReAssure Now, Content and/or Products, you acknowledge that we may allow those Third-Party Service Providers and/or website owners/operators to access your Data as required for the interoperation of such Third-Party Services and/or website with ReAssure Now. You represent and warrant that your use of any Third-Party Service and/or website signifies your agreement to the access and use of the Data by the Third-Party Service Provider and/or website, and that such use



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and access is outside our control. We will not be responsible or liable for any disclosure, use, modification or deletion of Data resulting from any such access by Third-Party Service Providers and/or websites.

- 23.3 Grant to Third Party Service Providers of access to the Data may be subject to us receiving an API access request from the Third Party Service Provider (including details of its FCA number and tenant ID) to access the Data.