

## 1. General

These Terms and Conditions (the **Portal Terms and Conditions**) govern the use of this Portal and by using the Portal you are deemed to have accepted them. Please read them carefully from beginning to end. If you do not wish to be bound by the Portal Terms and Conditions you should not use the Portal.

From time to time our Portal policies and these Portal Terms and Conditions may be changed or updated to meet applicable requirements and standards or for commercial reasons. Therefore Customers are encouraged frequently to visit these sections in order to be updated on changes to the Portal. We will post the amended version on the Portal and they will apply to any transaction or use of the Portal from the date of their being posted. However new terms and conditions will not apply to transactions undertaken and fulfilled in their entirety before their posting in amended form.

If you are purchasing an insurance Policy through this website you should also read the terms and conditions of the Participating Insurer (**Insurer's Terms and Conditions**) which is selling the Policy to you and which will be contained in the **Model Policy** on the **Quote Page**. Those Insurer's Terms and Conditions will exclusively govern the terms of the transaction between you and the Participating Insurer concerned. These Portal Terms and Conditions govern your use of the Portal.

Section 19 of these Portal Terms and Conditions applies to insurance broking advice rendered from time to time by Continental to customers as a result of referrals from the Portal. It does not apply to the sale of policies by Participating Insurers via the Portal.

The services of this Portal are made available by Continental Insurance Brokers, LLC, licensed by the UAE Insurance Authority. BTM is a service provider to Continental.

## 2. Definitions

In these terms and conditions, **we** and **us** means Continental Insurance Brokers LLC (**Continental**) and/or BTM Holdings Limited (**BTM**); **Service Providers** means Continental and BTM together; **this Portal** means this website; **you** and **your** or **Customer** means the person using this website (or a person receiving insurance broking advice from Continental pursuant to Section 19) and a **Participating Insurer** means an insurer whose insurance policy quotes are included on this website. A **Product** is an insurance product sold on the Portal and a **Policy** is an insurance policy sold on the Portal. **ServiceMarket** is the trading name of Service Souk DMCC, LLC.

### 3. About us and our Service

“ServiceMarket” is a trading name used by us, under license, for the promotion of the BTM business in co-operation with Service Souk DMCC LLC. ServiceMarket is not an insurance broker and does not sell or promote insurance products.

This internet Portal is a channel of communication between potential buyers of insurance Policies and sellers who are Participating Insurers. We enable you to compare a number of Products by nature of cover and by price, to make your own choice as to which Product to purchase based on your own circumstances, and then to assist you in purchasing direct from the Participating Insurer. We expressly disclaim any reliance placed on the contents of this Portal, whether posted by us or by Participating Insurers.

We accept payments online using Visa and MasterCard in AED.

Please be aware that the information and descriptions of Products and Policies on the Portal may not constitute a complete description of all their features and terms and conditions. It is important that you read all the Insurer’s Terms and Conditions and the Model Policy (available on the Quote Page) that contains them, before your final purchase.

This Portal contains factual information on Policies and **Thumb Ratings** reflecting factual information. We do not provide insurance or financial or other advice of any kind in relation to any Product that is displayed on this Portal, not do we recommend or endorse any Product as suitable for you. The choice is for you alone to make based on the factual information displayed. If you are in any doubt as to the suitability or adequacy of any Product to purchase via this Portal you should seek advice from an insurance broker, investment adviser or other professional.

This Portal will NOT deal or provide any services or products to any OFAC sanctioned countries in accordance with the Laws of the UAE. No person under the age of 18 may register under this Portal or purchase any goods or services through it.

### 4. Your responsibilities

This Portal will display Quotes based on the information you have provided to us that will be conveyed to the Participating Insurers. You are responsible for answering any questions and describing your own circumstances honestly and completely and to the best of your knowledge. Failure to do so may result in your insurance being invalid and claims may not be paid. If your insurance

is invalid, you could be responsible for third party damage if you suffer an accident.

Before purchasing a Policy from a Participating Insurer you should read the Insurer's Terms and Conditions of business shown in the Model Policy. Your Policy wording will be similar, but tailored to your circumstances based on the information you have provided. You should not proceed unless you understand and agree with those terms and conditions. The terms and conditions of your cover will be those of the Participating Insurer, not those of this Portal which is a sales medium only. It is the Participating Insurer's Terms and Conditions of business you will be agreeing to when you accept a Quote. You will also have accepted the terms and conditions of this Portal by using it.

It is of the utmost importance that all the information provided by you via the Portal is true and accurate and you have answered all questions to the best of your knowledge. We do not accept any responsibility if you fail to provide full and accurate information via the Portal to the Participating Insurer or in any way misrepresented or failed to disclose the facts.

## **5. Offer and acceptance**

Nothing on this Portal shall constitute or be deemed to constitute an offer by us or ServiceMarket or by any third party to sell you any product or insurance policy or to enter into any contract with you in respect of such product or policy. By submitting your details you are making an offer to obtain the relevant Product or Policy from the relevant Participating Insurer on the Insurer's Terms and Conditions as contained in its Model Policy that may be accepted or rejected by you. The contract for the Product or Policy will only be concluded once the Participating Insurer or third party has accepted your offer. You will receive confirmation when your offer has been accepted.

## **6. KYC Documents**

You may be required, as a condition for the purchase of a Policy, to produce and upload certain Know your Customer (**KYC**) Documents. In these circumstances your payment via credit or debit card will be released through the payment gateway only when the documents have been checked and approved.

## **7. Thumb Rating**

Thumb Rating symbols do not constitute advice that a particular Policy is best for you or fitted to your circumstances. Our Thumb Symbol is displayed in the comparison tables against that cover which is widest and most comprehensive in the relevant category. In the price category it appears against the least expensive cover. It appears against the lowest deductible,

the highest number of days for hire car provision, the highest policy limits, the highest limits for personal belongings and for medical expense cover. Otherwise, it appears where the insurer provides the cover in question. It will not attach to optional cover.

The Thumb Rating does not constitute advice or guidance that one policy is more suitable than another for you as a Customer but as an objective information aid to you in selecting which cover you wish to purchase.

## 8. Information

The information displayed on our Portal is provided to us direct from each Participating Insurer. We are not responsible for the content of that information which is an invitation to apply for cover made via the Portal by the Participating Insurer concerned and subject to that Participating Insurer's own terms and conditions. We accept no liability for any inaccuracy in the description of Products on the Portal.

## 9. Know your policy

The Participating Insurer will make your policy wording available via delivery to your **Customer Home Page** on the Portal. It is important that you read the terms of your Policy carefully and familiarise yourself with the terms of your cover, including the deductibles, limits and obligations that apply. Failure to observe the Insurer's Terms and Conditions could result in you losing or being refused cover. Please check that all the details on the Policy are correct and contact the Participating Insurer direct if they are not or you have questions.

As a Portal, we are not responsible for advising you on a Policy purchased through us and you should send all queries direct to the Participating Insurer who sold you the policy.

## 10. Portal Availability

Access to the Portal is on a temporary basis, and we make no representation or warranty as to its continued availability at all times. We reserve the right to withdraw, amend or suspend services from the Portal at any time without notice and are not responsible for any loss resulting from such withdrawal, amendment or suspension. We reserve the right at our discretion to restrict access to the Portal to users who have registered with us.

If you are provided with a password to access the Portal you must treat such information as confidential and not disclose it to any third party. If in our opinion you have failed to comply with this requirement or any other term or condition, we reserve the right to disable your password and deny you access to the Portal either permanently or temporarily.

We are not responsible for computer viruses or other computer problems you may suffer as a result of using the Portal. Please use your own virus checking software.

### 11. Validity of Quotes

All Quotes displayed on this Portal will be valid until the **EARLIER of**: (i) 30 days from the supply of the Quote to the Customer via the Quote Page of the Portal; **and** (ii) the date on which the Customer specified his Policy should start in supplying information to the Portal.

We do not control the special offers or price offered by Participating Insurers via the Portal, which are governed by their individual terms, and conditions and we do not accept any responsibility for any failure by a Participating Insurer to comply with its own terms and conditions.

While we try and deliver comparisons which are as widely applicable as we can, it is possible that your circumstances will be outside the standard insurance cover parameters of Participating Insurers. In this case you should contact Continental.

### 12. Policy Issuance

In these terms & conditions, **Policy Issuance** means the delivery of a personalized Policy to a Customer's Home Page. Each Participating Insurer, in its Quote for a Policy will indicate whether the Policy will be delivered with **Instant Cover, Fast Cover** or **Less Fast Cover**.

If the Participating Insurer has elected to provide **Instant Cover**, the Participating Insurer shall supply a completed and personalized copy of the Policy to the Customer Home Page within **TWO HOURS** of the Purchase of the Product by the Customer being confirmed by the Portal.

If the Participating Insurer has elected to provide **Fast Cover** then the Participating Insurer shall supply a completed and personalised policy to the Customer Home Page within **ONE Business Day** commencing on midnight on the day on which the Customer has successfully purchased cover.

If the Participating Insurer has elected to provide **Less Fast Cover** then the Participating Insurer will supply a completed and personalised Policy to the Customer Home Page within **TWO Business Days** commencing at midnight on the day on which the Customer has successfully purchased cover.

A reference in this section to a Customer successfully purchasing cover refers to the Customer having provided KYC documents in the required form and his payment being unconditionally released via the payment gateway.

### 13. Disclaimer of Liability

We are not liable to you for loss or damage (including damages for consequential loss, loss of profits or punitive damages) that you suffer as a direct or indirect result of:

- (i) information on this Portal being inaccurate or incomplete;
- (ii) a Participating Insurer making an error in its coverage or its price quoted to you;
- (iii) your provision of incomplete, inaccurate or misleading information to us or to a Participating Insurer;
- (iv) your inability to use our Portal at any time for any reason including downtime, malfunctions or interruptions;
- (v) connection to any websites of any insurer (including Participating Insurers) or any other third party and any statements, offers, representations, products or content in such websites or viruses associated with them;
- (vi) purchase of any product or financial instrument from any third party, including Participating Insurers, via the Portal;
- (vii) errors or omissions in the Portal;
- (viii) reliance on any statement or representation appearing in the Portal from any party including Participating Insurers and the Portal itself;
- (ix) reliance on Thumb Scores or any commentary on the Portal;
- (x) any loss of or access to personal information beyond our control;
- (xi) any distributed loss of service attack, viruses or technologically harmful material that may infect your computer equipment, programs, data or other proprietary material resulting from use of the portal or downloading material from it;
- (xii) loss of personal data or other data, howsoever caused, including without limitation, malfunctioning of the Portal, power failures, unlawful access to, or theft of, data, viruses, programming defects or negligence on our part; or
- (xiii) (m) any event beyond our control.

### 14. Intellectual Property

The ownership and/or copyright in the information, content, material and data displayed on this portal belongs to us or our licensors. This includes, but is not limited to, all trademarks, service marks, logos, patents, business names, trading names, domain names, design rights, database rights, know how and copyrights and any other intellectual property rights. All such rights are reserved.

You have the right to print off one copy only of material on this Portal for personal use, and not for commercial or business use of any kind. Logos, trademarks and service marks may only be downloaded as part of the text of which they form part. You must not modify the paper or digital copies of such information, content material or data.

Except as expressly permitted under these Portal Terms and Conditions, none of the intellectual property rights belonging to us or our licensors in and relating to this website (including information, content material or data displayed on it) may be used, copied, modified, published, extracted, utilized, transmitted, displayed, sold, excerpted, reverse engineered, made available, reproduced, reformatted or distributed without our express prior written consent.

### 15. Indemnity

You agree to indemnify us against any losses, liabilities, costs or expenses we suffer as the direct or indirect result of:

- (a) your breach of these Portal Terms and Conditions;
- (b) any willful or reckless act or omission by you; or
- (c) any use by you of software, robots, spiders, crawlers or similar data extraction or gathering tools.

### 16. Rebate Policy

We do not underwrite insurance cover and any dispute between you and a Participating Insurer over cover shall not give rise to any rebate or refund or repayment liability or obligation on the part of the Service Providers, including the following, whether or not arising in connection with the Portal or the Rating Engine:

- (i) the denial, restriction, cancellation or rescission of cover under a Policy issued by a Participating Insurer via the Portal for any reason whatsoever, including fraud, misstatement (innocent, negligent or fraudulent) or non disclosure by you the Customer, willful or otherwise;
- (ii) any rebate or claimed rebate of Premium in connection with (i).

any arrangements or Customer communication in connection with this paragraph 16 shall be implemented by the Participating Insurer direct with the Customer and the Service Providers shall be no obligation to assist in any such matter.

If a Participating Insurer issues a policy after the relevant time limit for Policy issuance set out on the Quote Page, you will be eligible on written application to BTM within 3 months of such failure to be considered for a **Rebate of Premium**. Any such rebate will be granted at BTM's discretion and not of right. Any application for consideration for a Rebate shall be accompanied by evidence reasonably acceptable to BTM of the failure by the Participating Insurer to comply with the relevant policy Issuance time limit.

From time to time the Service Providers may, at their discretion, offer a **Price Guarantee** to Customers that may result in a payment of cash to a Customer and/or a reduction on Chargeable Premium for the Customer's renewal of his Policy. The terms of any such Price Guarantee will be publicised separately on the Portal or elsewhere.

Refunds or rebates will be done only through the original mode of payment.

## 17. Your Data

We reserve the right to monitor, record, store and consult our communications with you via the Portal, by e mail, telephone text or by any other means whatsoever to check instructions, train our staff and improve service.

We operate a strict Privacy and Data Policy. This is set out under the heading **Privacy Policy** and is available via our website.

## 18. Jurisdiction

The UAE is our country of domicile. The Portal is intended for residents of the UAE and we make no warranty or representation that policies or products referred to in this portal is suitable for, or available in, any jurisdiction other than the UAE. Any dispute or claim arising out of or in connection with this Portal shall be governed by and construed in accordance with the laws of the UAE, and both you and we submit to the exclusive jurisdiction of the UAE courts in respect of them. If you use this website from outside the UAE you do so at your own risk and you are responsible for compliance with local laws.

## 19. Insurance Broking Advice

From time to time customers may contact or be referred to Continental for advice on insurance policies outside the Portal and such advice may constitute insurance broking advice within the terms of Resolution No 15 of 2013 of the Board of Directors of the Insurance Authority (the **Authority**) concerning Insurance Broker Regulation, as amended by a Resolution dated 5 November 2014.

In respect of each such customer who receives broking advice from Continental:

- (i) the customer authorizes Continental to communicate with any insurer licensed by the Authority or licensed company nominated by the customer;



- (ii) Continental shall have the responsibilities and powers of an insurance broker with respect to claiming any indemnity due to a customer;
- (iii) Continental shall be entitled to withdraw or cancel its broking authorization from the Customer at any time and shall not bear any financial penalty or encumbrance in connection therewith;
- (iv) Continental shall as required give technical advice as to policy prices and conditions, maintain customer records and if required negotiate on behalf of the customer without charge to the customer;
- (v) Continental shall observe the best interests of the Customer in comparing conditions, prices and scope of coverage and not recommend an insurer on the ground of amount of commission payable;
- (vi) Continental shall ensure the customer understands the type of cover, the terms of the policy and the relationship with the insurer;
- (vii) Continental will notify the customer of the details of the policy including scope, liquidation value and any conditions, exceptions and restrictions;
- (viii) Continental emphasizes in accordance with paragraph 4 above the importance of providing full and accurate information to the insurer and keeping such information up to date in default of which cover may be voided or denied;
- (ix) Failure to pay premiums on time and in accordance with the set dates may result in voiding or denial of cover;
- (x) Continental will ensure policy documents are sent in a timely manner to the insured;
- (xi) Continental will assist in claims, informing the customer of the insurer's coverage decisions and claims procedures;
- (xii) (X) Continental will not engage other persons to carry out broking on behalf of a customer without the customer's written approval and that of the relevant insurance company;
- (xiii) (xi) Continental will notify the customer of renewal dates no less than 20 business days prior to expiry and obtain the customer's instructions on renewal on the same or on amended terms; and
- (xiv) (xii) Continental will at all times act in accordance with the principles of good faith, transparency and good professional practice, subject to the confidentiality of customers' data and information.

10 November 2016