

## ABI Data Licence - Subscription Terms

### INTERNAL USE ONLY

These licence terms set out the basis on which you will be authorised by the Association of British Insurers ("**ABI**") to use Data (the "**Licence**"). You agree that if you access the Website and access any Data you will be taken to have agreed these terms:

"**Data**" means the various insurance industry statistics and other data made available from time to time for access and downloading on the ABI website at [www.abi.org.uk](http://www.abi.org.uk) (the "**Website**"). These are subject to ABI copyright and database rights and may not be used without our prior authorisation.

Except in relation to ABI members, as further set out below, your use of the Data is subject to prior payment to ABI of a subscription fee. The subscription fee covers the period from 1<sup>st</sup> January up until 31<sup>st</sup> December in a calendar year ("**Period**"), irrespective of when the subscription is entered into, unless otherwise agreed in writing by ABI. You can choose to have various categories of Data licensed to you, as indicated on the Website. The Licence only covers the categories of Data you specifically subscribe to.

The Licence entitles a single business undertaking (such as a company, partnership or sole trader) or a single named person to use the Data subscribed to solely for Internal Business Purposes. In relation to ABI members the "undertaking" means those entities in relation to which membership subscriptions are paid. The Licence is non-exclusive.

Your use of the Data must be in accordance with the laws and regulations of the country or countries in which it is used.

"**Internal Business Purposes**" means any use within your undertaking provided that you do not disclose, publish or otherwise share any of the Data (whether on its own or aggregated with other data), or any analysis based on or derived from it, with any third party (including with the public at large). A third party includes any person or entity other than one which is delivering services to you, and who is informed of, and bound by, the restrictions on use set out in this Licence ("**Service Provider**"). You may provide Data to a Service Provider only to the extent needed in order for them to provide their services to you, and they must agree with you to use the Data only for that purpose and to delete it when the service delivery is complete. Included in the scope of Internal Business Purposes are: conducting market analysis to identify trends or otherwise inform the direction of your business, and writing internal reports and/or blogs to inform fellow staff. It does not include: (i) conducting analysis which is then used in, or (ii) replicating any of the Data in, any oral or written presentation, report or other publication (of whatsoever nature) which will be shared outside your organisation, whether for customers or otherwise, forwarding the Data to any external contact, using the Data in marketing, or re-selling or otherwise commercially exploiting the Data in any manner.

If you want to use the Data in any way other than for Internal Business Purposes you will need to pay ABI for a "**External Use**" licence.

In using the Data you will always expressly acknowledge its source as the ABI and any written material will contain a reasonably prominent attribution of the Data to the ABI. Any Data which is reproduced by you must always be acknowledged as copyright of the ABI.

You hereby grant to the ABI a worldwide, non-exclusive licence to use your name, logo and trade marks during the term of this Licence and for a period of 6 months thereafter for the purpose of the ABI's promotion of its various insurance industry statistics and other data offerings.

In accessing and processing the Data you will at all times keep it secure from loss or unauthorised access, copying or publication, and you will follow any rules we set out from time to time regarding login and other access controls in respect of the Website. In any event: (i) the login provided to an individual user must in no circumstances be shared with anyone else; and (ii) everyone in your business undertaking who is provided, directly or indirectly, with Data (including analyses etc containing or based on Data) must first be made aware of the terms of this Licence, and must comply with those terms. Where you provide Data to a Service Provider you will take reasonable steps to monitor and enforce their compliance with the terms of this Licence. You should note that although our Licence authorises use within the whole of your undertaking, as set out above, unless you are an ABI member, we only provide you with a login for a single authorised user. This individual must be the sole point through which you access Data. You may acquire additional logins by buying extra licences.

Without prejudice to any other remedy of ABI, if you fail to abide by the terms of this Licence it may result in withdrawal of access to the Data and/or termination of your Licence at any time by ABI, without reimbursement.

In relation to your access to the Website, while the ABI endeavours to ensure that the Website is normally available 24 hours a day, it makes no guarantee of its availability to you, or of the availability of the Data (which may be updated and amended from time to time in any event without prior notice). ABI will not be liable if for any reason the Website or Data is unavailable at any time or for any period.

The Data is derived from information received by ABI in good faith, but ABI is not in a position to verify its accuracy and does not do so. You must therefore use the Data on an "as is" basis without placing reliance on it and ABI does not make any representations, warranties or other undertakings, express or implied, that the Data is accurate, complete or current. All such representations, warranties or undertakings are hereby excluded to the maximum extent permitted by law.

Unless otherwise agreed in writing neither the ABI nor any of its directors, officers, employees, agents or sub-contractors nor any of the members of the ABI shall be liable to you for any loss of profits, business or anticipated savings, or loss of or corruption of data, or any indirect loss or consequential loss whatsoever, even if ABI has been advised or is otherwise aware of the possibility of such loss. In any event any and all liability of the ABI to you, in whatever circumstances and howsoever arising, shall not exceed an aggregate amount equal to the higher of the subscription fee paid by you in respect of the calendar year in which a claim or claims arose and £10,000.

Nothing in this Licence shall exclude or limit the liability of the ABI for death or personal injury due to its negligence, or for its fraud.

On termination of the Licence you must cease all further use of the Data, and must delete the raw Data from your systems and records, except insofar as contained in existing materials (reports, blogs etc).

The terms of this Licence are additional to the terms of use of the Website. In the event of any conflict between the two, this Licence will prevail.

This Licence is governed by and shall be interpreted in accordance with English law, and shall be subject to the non-exclusive jurisdiction of the English courts.