

WEBSITE LEGAL NOTICE TERMS AND CONDITIONS

You have accessed our site through Harvard Western Ventures Inc. who are an authorised intermediary in Saskatchewan for Atrium Underwriters Ltd. Please be aware that Harvard Western are remunerated by Atrium by earning a commission on the premium received from each policy.

Please read the terms and conditions below before purchasing your insurance.

Acceptance of Terms and Conditions

By using this website you agree to be bound by all of the terms and conditions of Harvard Western Ventures Inc. as set out below. These terms and conditions apply to the entire contents of this website. Please read these terms and conditions carefully before using this website as use of this website indicates that you accept these terms and conditions. If you do not accept these terms and conditions, you must leave this website immediately and not re-enter this website.

Additional terms and conditions apply to the products and services offered on this website. These will be drawn to your attention when you browse, apply for and following any purchase you make of any product or service through this website.

About Companies

The insurance products advertised on this website are underwritten by Lloyd's Syndicate 609 managed by Atrium Underwriters Limited (Atrium)

Atrium Underwriters Ltd is authorised by the [Prudential Regulation Authority](#) and regulated by the [Financial Conduct Authority](#) and the [Prudential Regulation Authority](#).

Harvard Western Ventures Inc. is authorised by [The General Insurance Council of Saskatchewan](#) and regulated by [The Saskatchewan Insurance Act](#), its Regulations and the [General Insurance Council Bylaws](#).

Intended Users

This website is directed at those who can access the Site from Canada and is intended for use by Canadian residents only. Applications for products from non Canadian residents will, unless otherwise stated, not be accepted.

To obtain access to certain online services you are given the opportunity to register for an account. You are responsible for maintaining the confidentiality of your details and your password and for restricting access to your computer to prevent unauthorised access to your account. You accept responsibility for activities that occur under your account and you should take all steps to ensure that your password is kept confidential. You agree to inform us immediately if you have reason to believe your password is being used in an unauthorised manner.

Purchase of Products and Services

The content of this website does not constitute an offer by us to sell products and services. Your request to purchase a product or service represents an offer by you and will be subject to the terms and conditions of that product or service that Atrium may accept or reject. After you make a request through the website to purchase the product or service then assuming such product or service is available to you and your offer is accepted, you will receive confirmation of your purchase.

The information and descriptions on the website do not necessarily represent complete descriptions of all terms, conditions and exclusions and the precise cover provided (as applicable) shall be included in the schedule of cover, policy documents and/or conditions of purchase issued to you.

If you apply for any product or service detailed on the Site, these conditions of use should be read in conjunction with any other terms and conditions relating to that product or service and, in the event of any contradiction between these conditions of use and the specific product of service terms and conditions, the latter shall prevail. Nothing in this document shall have the effect of amending the terms of any insurance contract entered into.

You must ensure that the details you give to us while using this Site are correct and that there are sufficient funds to cover the cost of the product or service. In the case of requesting an automatic renewal the credit or debit card you are using must be your own and not in anyone else's name.

Duty of Disclosure

Before you enter into a policy with Atrium through this website, you will be asked questions which are relevant to our decision whether to accept the risk of insurance and if so, on what terms. You must take reasonable care to answer questions carefully and accurately as the information provided will determine whether you pose an increase in risk to Atrium and could influence us in the assessment, acceptance or continuance of your insurance. Please note if you fail to answer the questions accurately, this could invalidate your insurance cover. It is very important that information given to us when buying a policy, when completing a claims form and giving declarations is correct. If a policy is purchased, or a form or declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete. You are advised to keep copies of any correspondence you send to us.

Credit Card Transactions

Credit and debit card transactions for the purchase of products and services on this website are processed through the 3rd party payment platform, Bambora. By using the Bambora check out you agree to be bound by Bambora's Terms of Service which can be found [here](#).

You expressly understand and agree that Atrium shall not be liable for any payments and monetary transactions that occur through your use of the Bambora service. You expressly understand and agree that all payments and monetary transactions are handled by Bambora. You are responsible for all transactions (one-time, recurring, and refunds) processed through the Service and/or Bambora.

Atrium is not liable for loss or damage from errant or invalid transactions processed with Your Bambora account. This includes transactions that were not processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed.

You must not process stolen credit cards, or unauthorized credit cards through Bambora.

Except in exceptional circumstances any refund we provide to you for any product you have purchased by credit card is made back to the credit card account used to make the initial purchase.

Disclaimer and Limitation of Liability

The following provisions should be read carefully as they exclude or limit our legal liability in connection with your use of this website. Nothing in these terms and conditions shall limit Atrium's liability for fraud or for death or personal injury caused by its negligence.

Nothing in these terms and conditions shall exclude, limit or restrict our duties and liabilities to you under the Financial Services and Markets Act 2000, or any conduct of business rules that Atrium is bound to comply with.

While we have taken all reasonable steps to ensure the accuracy and completeness of the content of the website, we exclude any warranties, undertakings or representations (either express or implied) to the full extent permitted under applicable law, that the website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the website or any part of the content or materials are appropriate or available for use either in the **United Kingdom, Canada** or in other jurisdictions. If you use this website from other jurisdictions, you are responsible for compliance with applicable local laws.

Atrium shall not be liable in any way if for any reason this website is unavailable at any time or for any period.

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Access to and use of this website is at the user's own risk and we do not warrant that the use of this website or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third parties.

Please note that this disclaimer does not affect your statutory rights in respect of any products or services that you purchase from this website.

For the avoidance of doubt, the policy wording supersedes the website content as a whole.

Complaints

If you have a complaint about the online service that you have received then please contact us using the details below and we will make sure that your complaint is considered immediately. Please note that for complaints specific to a policy that you have purchased from Atrium you should follow the process set out in the policy documentation.

Tel: 020 7050 3000

Email: complaints@atrium-uw.com

Variation of Content

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If any of these provisions shall be unlawful, void or unenforceable for any reason the particular provision shall be deemed deleted and will not affect the validity or enforceability of the remaining provisions.

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If you breach any of these terms and conditions then you agree to indemnify Atrium and / or its affiliates in respect of any losses, liabilities, costs or damages, including, without limitation, reasonable legal fees, incurred by Atrium and / or its affiliates as a result of or arising out of any such breach.

You acknowledge that damages may not be an adequate remedy for breach of these terms and conditions by you and that Atrium is entitled to the remedies of injunction, specific performance, orders to deliver up infringing copies and any other statutory or equitable relief for any threatened or actual infringement of Atrium's intellectual property rights and that no proof of special damages is necessary for reliance on such remedies.

No Waiver

If you breach these terms of use and we do not take immediate action against you we are still entitled to enforce our rights and remedies in respect of any such breach or any subsequent breach.

Jurisdiction

This website is directed at those who can access the site from Canada and is intended for use by Canadian residents only. Products and services referred to on this website will only be offered publicly in those jurisdictions where it is lawful to do so and this website is only directed at such jurisdictions. You agree that you will make yourself aware of and adhere to any restrictions there may be in your jurisdiction upon any services referred to in this website.

These terms and conditions shall be governed by and construed in accordance with English law and any disputes arising in connection with these terms or this website shall be subject to the exclusive jurisdiction of the English courts.

Data Protection

Through your use of the Site you agree that personal information that is provided will be dealt with in accordance with [Atrium's Privacy Policy](#).

All personal data, whether it is held by Atrium or by its sub-contractors will be afforded a high level of

protection against any unauthorised or accidental disclosure, access or deletion, however Atrium accepts no liability whatsoever should such data be corrupted electronically.

Call and Email Monitoring

Telephone calls and email correspondence with us as a result of your access to the Site may be recorded for training purposes and to assist in the prevention of fraud. By using such communication methods you are consenting to such activities taking place.

Modern Slavery & Human Trafficking Statement

Atrium operates under a code of business principles and ethics and does not accept any breach of human rights including slavery and human trafficking. The code is Board approved and this statement is aligned with the principles set out in the code. As a business we will raise awareness with our staff to be alert to the risk, however remote, that we might become party to either slavery or human trafficking in our business and in the wider supply chain. A full copy of Atrium's Slavery and Human Trafficking Statement for the current year is available [here](#).