

Privacy Policy

The pages on this website comply with appropriate UK legislation and regulation. We have provided this Privacy Policy to help you understand how we collect and use your personal information when you visit our website.

IMPORTANT - PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE WEBSITE TERMS AND PRIVACY POLICY

These Website Terms and Privacy Policy (the "Terms") are the terms and conditions under which you may use this website (the "Website") and also apply to any correspondence by email between you and us. By using the Website you are deemed to have full knowledge of the Terms. We advise you to read them carefully and to print out and keep a copy of them.

1 - ABOUT US

The Website is operated by dayinsure.com Limited for and on behalf of itself and its affiliates ("we" "us" or "our"). Our details are as follows:

Company Name: dayinsure.com Limited
Company Number: 04996289
VAT Number: 920864424
Address: 3 The Old Shippon
Holly House Estate
Middlewich Road
Cranage
Cheshire
CW10 9LT
Telephone: 0845 450 6615
Fax: 0845 450 6616
Email: support@dayinsure.com

2 - USE OF THE WEBSITE

- 2.1 Availability of the Website
 - 2.1.1 We will use our reasonable endeavours to make the Website available for you to access over the internet. You are responsible (at your own cost and expense) for providing internet access and any equipment and software necessary for you to access the Website.
 - 2.1.2 From time to time the Website may be unavailable, for example if we carry out routine maintenance and repairs or due to the unavailability or failure of the internet. We do not give any promise that the Website or the service it provides will be available for you to access, will continue uninterrupted or error-free or will remain unchanged.
- 2.2 Copyright and other intellectual property
 - 2.2.1 All material on the Website is protected by copyright. Some material on the Website (such as logos and trade names) may also be protected by other intellectual property rights (such as trade mark rights).
 - 2.2.2 You may view pages of the Website on screen and may print or download extracts of them for your own personal use. You may not provide such extracts to any third party.
 - 2.2.3 You may include a hypertext link to our home page on any website owned by you, provided that: (a) you do so in a way that is fair and legal and does not damage our reputation or take advantage of it; (b) you must not do so in such a way as to suggest any form of association, approval or endorsement on our part where none exists; (c) we may withdraw consent for you to do so at any time.
 - 2.2.4 Except as set out in the Terms, you are not permitted to copy or use the Website or any material on the Website for any other purpose without our express written consent. No part of the Website may be reproduced, transmitted to, or stored on any other website or in any other form of electronic medium without our express written consent.
- 2.3 Content of the Website
 - 2.3.1 The content of the Website is for information purposes only. We reserve the right to withdraw or change the Website and/or any content of the Website at any time without notifying you.

- 2.3.2 We will use our reasonable endeavours to ensure that the information on the Website is accurate and complete, but do not give any other express or implied promises about the accuracy, completeness or usefulness of that information, which shall be excluded to the maximum extent permitted by law. This does not affect your statutory rights. You acknowledge that you will not rely on the content of the Website as the basis of any investment in us.
- 2.3.3 The Website may include services provided by us ("Services"). Your use of the Services may be subject to additional or separate terms and conditions. We will provide the Services with reasonable skill and care, but do not give any other express or implied promises about the Services (including without limitation relating to fitness for purpose or non-infringement), which shall be excluded to the maximum extent permitted by law. This does not affect your statutory rights.
- 2.3.4 The Website may enable you to purchase goods (including, without limitation, software) and services ("Goods") from us. Your purchase and our supply of such goods and services shall be subject to our terms and conditions of sale, licence agreements and other applicable terms from time to time.
- 2.3.5 The Website may include content, services and hypertext links to websites owned, operated, controlled and/or provided by third parties ("Third Party Content"). We have no control over or proprietary interest in any Third Party Content. We do not give any express or implied promises about the Third Party Content (including without limitation relating to fitness for purpose, non-infringement, quality, security, accuracy or any other aspect of any Third Party Content), which shall be excluded to the maximum extent permitted by law. This does not affect your statutory rights.
- 2.3.6 Your use of any Third Party Content may be subject to the relevant third party's terms and conditions, and it is your responsibility to make yourself aware of those terms and conditions. We will not necessarily see or be aware of any enquiries that you submit to any third parties who provide Third Party Content.
- 2.4 Use of the Website
- 2.4.1 You must not:
- (a) knowingly introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
 - (b) attempt to gain unauthorised access to the Website, the server on which the Website is hosted or any server, computer or database connected to the Website;
 - (c) attack our Website via a denial-of-service attack or a distributed denial-of service attack.
- 2.4.2 If you breach this provision you may be committing a criminal offence under the Computer Misuse Act 1990. We may report any such breach to any relevant authorities and we will co-operate with them.

3 - OUR PRIVACY POLICY

- 3.1 Personal Information
- 3.1.1 When you use the Website and/or the Services and/or purchase Goods you may provide us with personal information about you such as your name, address, fax and telephone numbers, email address and lifestyle and other information ("personal information"). We are committed to protecting your privacy, and will use your personal information in accordance with the Data Protection Act 1998.
- 3.1.2 You are entitled to ask for a copy of your personal information at any time by contacting us at the address above. We may charge you a small fee for this. You are entitled to ask us to correct or update your personal information at any time by contacting us at the address above.
- 3.1.3 You consent to us (and our representatives) using your personal information to:
- (a) provide the Services and/or Goods to you;
 - (b) deal with your queries; and
 - (c) for the purposes of statistical analysis, research and record keeping.
- 3.1.4 You consent to us (and our representatives) providing your personal information to any providers of Services, Goods and/or Third Party Content for them providing to:
- (a) provide the Goods, Services and/or Third Party Content to you;
 - (b) deal with your queries; and
 - (c) for the purposes of statistical analysis, research and record keeping.
- 3.1.5 You consent to us (and our representatives) transferring your personal information to:
- (a) any third party that acquires substantially all of our assets;
 - (b) any countries outside the UK provided that similar levels of data protection as in the UK shall apply to your personal information; and
 - (c) regulatory bodies for the purpose of monitoring and/or enforcing compliance with any regulatory rules/codes.

3.1.6 If you give us information about another person, in doing so you confirm that they have given you permission to provide that information to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

3.2 "Cookies"

3.2.1 Certain parts of the Website use "cookies" to keep track of your visit and to help you navigate between sections. A cookie is a small data file that certain websites store on your computer's hard-drive when you visit them. They can contain information such as your user ID and the pages you have visited. The only personal information a cookie contains is information you have supplied yourself.

3.2.2 We use cookies on the Website to enable us to deliver content that is specific to your interests and gives us an idea of which parts of the Website you are visiting. Our cookies do not read data from your computer's hard-drive or read cookies created by other websites that you have visited. This means that your visit will be tracked, but that to all intents and purposes you remain anonymous and no personal details will be stored on our systems.

3.2.3 Should you not wish to accept cookies, you can amend your internet options accordingly to provide a prompt to notify you when you when a cookie is offered.]

3.3 "Log files"

Every web server stores log files which collate records of activity on the Website. We use these log files to prepare statistics which can help to show us how the Website is being used. We can then analyse this information in order to improve the way the Website works for you. The log files also store the IP addresses of all visitors to the Website. This is a security feature which we can use to defend the Website against malicious attack. In normal circumstances, your visits will remain completely anonymous.

3.4 Security

The Website has numerous security measures in place to protect the loss, misuse and alteration of information under our control, such as passwords and firewalls. We cannot, however, guarantee that these measures are, or will remain, adequate. We do, however, take data security very seriously and will use reasonable endeavours to protect the integrity of the information you provide.

3.5 Claims & Underwriting Exchange Register : Insurers pass information to the Claims and Underwriting Exchange Register run by Insurance Database Services Limited (IDS Ltd), the Hunter Database, run by MCL Software Ltd and the Motor Insurance Anti Fraud and Theft Register, run by the Association of British Insurers (ABI) to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers and any other relevant registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we will pass this information to the Registers and to any other relevant registers. You can ask us for more information about this.

3.6 Motor Insurance Database : Your motorcycle insurance policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant car insurance policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from us, or at www.miic.org.uk

3.7 Insurance Administration and Claims Handling : Information you supply may be used for the purpose of insurance administration, renewal and claims handling by the insurer, its agents, re-insurers and your intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as Electoral Register, County Court Judgments, bankruptcy or repossession information.

Information may also be shared with other insurers either directly or via those acting for the insurer such as Loss Adjusters or investigators.

- 3.8 Credit Searches : In assessing your application/renewal, we may search files made available to us by Credit Reference Agencies. They may keep a record of that search. We may also pass to Credit Reference Agencies information we hold about you and your payment record with us. Credit Reference Agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask Credit Reference Agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained and this together with other factors will be used to accept or reject your application.
- 3.9 Sensitive Personal Data : In order to assess the terms of the insurance contract or administer claims, we will need to collect personal data which the Data Protection Act 1998 defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract, you will signify your explicit consent to such information being processed by the insurer or its agents.
- 3.10 Who will process my credit/debit card information? : This will be done by our partners at HSBC, Paypoint.net and SagePay.

4 - QUERIES

We will use our reasonable endeavours to promptly deal with any enquiry that you submit to us about the Website. However, we do not promise that your enquiries will be dealt with within the timescale you require.

5 - GENERAL

- 5.1 We shall not be liable for:
- 5.1.1 any direct loss or damage suffered or incurred by you in relation to your use of the Website or the Services unless, at the time that you used the Website or the Service, that loss was a reasonably foreseeable result of our negligence or failure to comply with these Terms;
- 5.1.2 any indirect or consequential loss or damage in relation to your use of the Website or the Services; or
- 5.1.3 any loss or damage due to circumstances beyond our reasonable control in relation to your use of the Website or the Services. For the avoidance of doubt we do not exclude or limit any liability, the exclusion or limitation of which is not permitted by English law (including without limitation for fraud or fraudulent misrepresentation).
- 5.2 The remedies available to either you or us under the Terms shall not exclude or limit any other rights that you or we may have against each other. Any failure by us to enforce any of our rights under these terms shall not affect our right to enforce them at a later date.
- 5.3 If any provision or right under the Terms is found to be invalid or unenforceable then the remaining provisions or rights under the Terms shall be unaffected as if the invalid or unenforceable part did not exist.
- 5.4 The Terms contain all the terms and conditions between you and us regarding your use of the Website and the Services. No other terms and conditions or promise shall be taken to have been given or implied into the Terms except as implied by law. This does not affect your statutory rights.
- 5.5 We may assign, transfer, mortgage, charge, sub-contract, sub-license or otherwise dispose of the whole or any part of the Terms without your prior written consent. Nothing in the Terms will give any right or benefit to any person who is not a party to them.
- 5.6 We reserve the right to change the Terms at any time without prior notice to you.
- 5.7 Even though any contract between you and us relating to your use of the Website and/or the Services is concluded over the internet, you and we agree that it has been concluded in England in writing. Any such contract will be governed by English law and you and we each hereby accept the exclusive jurisdiction of the English courts.
- 5.8 Third Party Websites :This Website may also contain hyper text links to websites operated by third parties. The operation and content of those websites shall be determined by the organisation which controls the website

and this will be governed by separate terms and conditions. Links are provided for convenience only and inclusion of any links should not be taken to imply endorsement in any way of the site to which it links. We accept no responsibility or liability for the contents of any other website.

5.9 Termination : We have in Our sole discretion the right to issue a warning, temporary suspension, or an indefinite suspension and termination of Your rights to use the website if You:-

- act inconsistently and in breach of these terms and conditions;
- at any time violate or attempt to violate any rights of any other user of the website or third parties;
- are engaged in any fraudulent activity.