



L.I.ON Legal Indemnities Online – Terms of Use

The L.I.ON Legal Indemnities Online (“L.I.ON”) system is a facility enabling conveyancing practitioners to purchase legal indemnity insurance for their clients in relation to property transactions. The conditions set out below (as amended from time to time) will apply to all transactions carried out using the L.I.ON system and facility.

“L.I.ON system” refers to the internet-accessible software system for the purchase and issue of legal indemnity insurance as such system may exist from time to time;

“L.I.ON facility” refers to the facility made available free of charge to you by us to purchase and issue policies via the L.I.ON system subject to our acceptance of your application;

“We/Our/Us” refers to Aviva Insurance Limited, the insurer of any policy issued using the L.I.ON facility; and

“You/Your” refers to the professional firm or individual practitioner who accesses and uses the L.I.ON system.

Your acceptance of these conditions will be demonstrated by your confirmation on the on-line registration request that you have read and accepted our Terms of Use. Your application to use the L.I.ON facility will not be processed if you do not confirm acceptance of the Terms of Use. Following registration, your continued use of the L.I.ON facility will on each occasion constitute your agreement to our Terms of Use.

1. You warrant and represent to us on submission of your application and on a continuing basis each time you purchase insurance using the L.I.ON facility that:
 - (a) You and each person who is from time to time your nominated user(s) is/are an “authorised practitioner” or officer, member or employee of such practitioner, of a firm or company which is an authorised practitioner pursuant to section 36 of the Courts and Legal Services Act 1990 or is/are otherwise permitted to provide conveyancing services in England and Wales pursuant to that Act, to the Solicitors Act 1974 or the Administration of Justice Act 1985 (or equivalent legislation in Northern Ireland);

For the avoidance of doubt the L.I.ON system can only be used for properties located in England, Wales or Northern Ireland;

- (b) You are either
 - i. authorised and regulated by the Financial Conduct Authority (FCA) in relation to the provision of intermediation services in relation to general insurance business; or
 - ii. regulated in relation to insurance mediation activity by a Designated Professional Body as defined under Section 326 of the Financial Services and Markets Act 2000 (e.g. The Law Society) and you are recorded as such on the register maintained by the FCA;
 - (c) Your arranging legal indemnity insurance is incidental to your provision of conveyancing or other legal services to your clients.
2. In accessing the L.I.ON facility and purchasing the insurance you are acting on your client’s behalf and not on our behalf or as our agent. You have no authority to issue any document or

make any commitment on our behalf other than quotations for and certificates of insurance issued by the L.I.ON facility.

3. You are responsible for payment of all insurance premiums (including Insurance Premium Tax payable thereon) for insurance purchased through the L.I.ON facility. Within 14 days of the end of each calendar month, you will reconcile payment of premium for all policies completed on-line by viewing the "Payments" view available on the L.I.ON service and submit a payment electronically for the premium due. In the event that for any insurance the premium is not paid in full by 30 days following the due date we reserve the right to rescind the insurance.
4. No commission is payable in respect of insurance purchased using the L.I.ON facility.
5. You will retain adequate records of all insurance purchased through the L.I.ON facility for a minimum period of six years. You will make all such records available to us and/or to our representatives for inspection subject to reasonable notice.
6. In respect of the provision of insurance to your client and in relation to any data we hold about you and/or your nominated users we are the data controller for the purposes of the Data Protection Laws. In relation to your purchase of insurance on behalf of your client, you are the data controller for the purposes of the Data Protection Laws. Neither you nor we are data processor on behalf of the other. Both You and We shall comply with the Data Protection provisions set out in Annex 1 below.
7. We undertake not to use information about your client submitted via the L.I.ON system for the purpose of contacting your client with solicitations for any insurance or other product.
8. You do not have authority to reproduce our logos or devices other than on materials produced by us or by the L.I.ON system. The word "Aviva" and our corporate logo are registered trade marks. "L.I.ON Legal Indemnities Online" is a trade mark belonging to us and/or to our associate companies.
9. Your permission to access the L.I.ON system is limited to access to the L.I.ON facility as set out in these conditions. Other than insurance documents which are printed out using the L.I.ON system (together with such copies as are reasonably required for the purposes of the relevant conveyancing transaction and of your record keeping) and such copying of system screens ("cache") as is inherent in normal internet browser use, you may not:
 - Use or reproduce the L.I.ON system or any part of it;
 - Modify translate or adapt the L.I.ON system or its output in any manner;
 - Create any derivative works based on the L.I.ON system or its output;
 - Combine the L.I.ON system with any other computer application.
10. You may not delegate transfer or sub-contract your permission to access the L.I.ON facility to any other person.
11. You must tell us immediately if you or any nominated user ceases to be eligible to access the L.I.ON facility. Additional users can be nominated and existing users revoked online, or by e-mail to lion@aviva.co.uk or by post to Aviva Legal Indemnities, Aviva, PO Box No 6, 14 Surrey Street Norwich NR1 3NS.
12. You are responsible for using adequate security measures to prevent unauthorised access to the L.I.ON system and shall notify us promptly if you become aware of such access. You will indemnify us against any loss caused by any access to the L.I.ON system or access to the L.I.ON facility by any person (except us or our employees or representatives) of user names and passwords issued to you.

13. We provide access to the L.I.ON facility free of charge but do not give any representation or warranty concerning the availability of the L.I.ON system, its functions, facilities, performance or operation or its suitability or fitness for any purpose, nor that your access to it will be uninterrupted nor that it will be error free. We may change suspend or cancel the L.I.ON facility at our sole discretion at any time. It is your responsibility to ensure that any insurance purchased by you on behalf of your client using the L.I.ON facility contains the correct risk details and that the cover issued is appropriate for your client's needs and demands.
14. We warrant that the L.I.ON system is our copyright property and that we have all necessary rights and authority to grant to you permission to access it in accordance with these conditions.
15. We may suspend or revoke your permission and/or that of any of your nominated users to access the L.I.ON facility at any time and without having to provide a reason. We will do this by email to the main contact supplied by you in your application or as subsequently notified to us or by post to your address as stated on the L.I.ON facility.
16. We may amend these conditions at any time and with immediate effect. Your obtaining any quotation for or purchasing of any insurance through the L.I.ON facility will constitute acceptance of the amended conditions.
17. Any failure by any party to enforce any of its rights under these conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the subsequent exercise or enforcement of any such right.
18. These conditions represent the entire understanding between us in relation to its subject matter and supersede all other agreements or representations made by either of us whether oral or written. If any provision of these conditions is held to be invalid or unenforceable the validity of the remaining provisions shall not be affected thereby. These conditions shall be governed by and construed in accordance with the Laws of England and the parties hereto submit to the exclusive jurisdiction of the Courts of England & Wales.

Annex 1

Data Protection Clauses - Independent Controller to Independent Controller

1. Definitions
 - 1.1 "**Data Protection Laws**" means the EU Data Protection Directive 95/46/EC as implemented in the appropriate local territories of the European Union ("**Member States**") until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") on and from 25 May 2018 (together with laws implementing or supplementing the GDPR in Member States, in each case as amended and superseded from time to time), and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time, in each case in each jurisdiction where the Services are delivered in relation to data privacy.
 - 1.2 "**Personal Data**" means any personal data, as defined in the Data Protection Laws, disclosed by one party ("**Discloser**") to the other party ("**Recipient**") in the performance of that party's rights or obligations under these Terms of Use.
 - 1.3 "**Data Controller**", "**Data Subject**", "**Personal Data Breach**", "**Process/Processing**" and "**Supervisory Authority**" shall have the same meaning as in the Data Protection Laws;
2. The parties acknowledge that each party will act as a separate and independent Data

Controller in relation to the Personal Data which they Process pursuant to these Terms of Use.

3. The parties shall each comply with their respective obligations under the Data Protection Laws in respect of their Processing of Personal Data
4. Where acting as a Discloser, each party shall:
 - 4.1 only disclose the Personal Data for one or more defined purposes which are consistent with the terms of these Terms of Use; ("**Purposes**");
 - 4.2 take all reasonable steps appropriate to provide a fair processing notice to those Data Subject(s) whose Personal Data are to be disclosed to a Recipient under these Terms of Use, informing them that their Personal Data will be disclosed to the Recipient for the Purposes;
 - 4.3 obtain the necessary consents or authorisations required to permit the disclosure of such Personal Data to the Recipient for the Purposes.
5. Where acting as a Recipient, each party shall comply with applicable Data Protection Laws and, without limitation to the foregoing:
 - 5.1 put in place and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorized or unlawful processing or accidental destruction, loss or damage, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the freedoms of natural persons;
 - 5.2 have adequate security programmes and procedures to ensure that only authorised personnel have access to Personal Data and that any persons authorised to have access to Personal Data shall respect and maintain all due confidentiality;
 - 5.3 only Process the Personal Data for the Purposes;
 - 5.4 not Process Personal Data for longer than is necessary to carry out the Purposes (other than to comply with a requirement of applicable law to which the Recipient is subject); and
 - 5.5 notify the Discloser without undue delay following any Personal Data Breach involving the Personal Data and each party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to Data Subjects which are required following a Personal Data Breach involving the Personal Data.
6. Each party shall co-operate with the other, to the extent reasonably requested, in relation to:
 - 6.1 any other communication from a Data Subject concerning the Processing of their Personal Data including requests to exercise their rights; and
 - 6.2 any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with the Data Protection Laws.
7. Where the Recipient's establishment undertaking the data Processing is located in the European Economic Area ("**EEA**"), the Recipient shall ensure that any disclosure to:

- 7.1 an entity in the EEA, is compliant with the applicable Data Protection Laws;
or
 - 7.2 an entity outside the EEA, in addition to the above is compliant with the requirements of Articles 44 to 46 of the GDPR.
8. Where there is a transfer of Personal Data to an establishment which is located outside the EEA, the parties shall ensure that any such transfer of Personal Data is governed by:
 - 8.1 the provisions of the 'Standard Contractual Clauses (Processors)' (as laid down in the Commission Decision 2010/87/EU of 5 February 2010) or the Standard Contractual Clauses (Controllers) (as laid down in Commission decision C(2004) 5271); or
 - 8.2 such other mechanism authorised by Data Protection Laws in the exporting country for example in the case of transfers from within the European Union to a country or scheme (such as the US Privacy Shield) which is approved by the European Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation.

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the
Prudential Regulation Authority.