

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR USE OF THIS WEBSITE AND YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESS OR USING THIS WEBSITE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

This website is owned and operated by Stratford Underwriting Agency ("Stratford").

This website is provided "as is" and is accessed and used by you at your own risk. Although reasonable efforts are used to ensure that the website is current and contains no errors or inaccuracies, Stratford makes no representations, warranties or guarantees that the information, content or materials included in this website will be error-free or completely accurate or current at all times, or any time.

Stratford controls this website from its offices within British Columbia, Canada. Stratford reserves the right, in its sole discretion, to modify these terms and conditions at any time without notice to you, and your continuing use of this website following such modifications shall indicate your acceptance of such modifications. You should periodically revisit this page in order to review the latest version of these terms and conditions.

The laws of the Province of British Columbia and the applicable laws of Canada (without regard to conflict of law provisions) govern your use of this website, the materials and information provided on this website and these terms and conditions. Any legal action or proceeding relating to this website shall be governed exclusively by the courts of the Province of British Columbia and all courts of appeal. If you access this website from a location outside of Canada, you do so on your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

If any provision of these terms and conditions are found by a court of competent jurisdiction to be invalid or void, then that provision shall be deemed to be severable from the rest of these terms and conditions and shall not affect the validity and enforceability of any remaining provisions of these terms and conditions, which shall remain in full force and effect. Stratford's failure to enforce, delay in enforcing, any of these terms and conditions shall not operate as a waiver of any of Stratford's rights or privileges under these terms and conditions.

Stratford does not warrant that this website will always be available or that it will meet requirements, nor does it warrant that access will not be interrupted, or that there will be no delays, failures, errors or omissions, or loss of transmitted information. Stratford assumes no liability for loss or damages (including direct, indirect, special, incidental, consequential or punitive damages) that may result from any of the foregoing.

These terms and conditions are of general application to this website, and are supplementary to any disclaimer, term or condition of specific application provided on this website. In case of conflict, the specific disclaimers, terms and conditions shall govern over these terms and conditions.

Products and services of Stratford are only offered in the province of British Columbia where they may be lawfully offered for sale. Products and services are not available in any other province or territory of residence, other than British Columbia. All products and services are subject to the terms of the applicable agreements and laws that apply thereto. In case of any discrepancy between any such agreement and this website, the agreement will govern. The

information on this website does not constitute an offer or solicitation by anyone in any jurisdiction in which an offer or solicitation cannot legally be made, or to any person to whom it is unlawful to make a solicitation.

The insurance coverage described in this website is underwritten by Everest Insurance Company of Canada, a national insurance company with extensive underwriting expertise and strong financial ratings.

The insurance coverage described in this website is subject to the limitations and conditions in the applicable policy in force at the time of purchase and applicable legislation.

#### Information Provided by You

You agree that any information or materials that you provide to Stratford through its Website shall become the sole property of Stratford Underwriting Agency Inc. and may be used by in accordance to Stratford's Privacy Policy. By providing such information and materials, you declare and warrant that you have all necessary rights to submit such information and materials and that the information and materials do not infringe the rights of third parties.

### **Copyright and Trademarks**

Unless otherwise noted, the graphic images, buttons, layout and text contained in this website are protected by copyright and are the exclusive property of Stratford, represent only part of the intellectual property of Stratford, and may not be copied, redistributed, reproduced, republished, stored an any medium, re-transmitted, modified or made public for commercial or personal use, in whole or in part, without the express written consent of Stratford. Where the copying or republication of materials or information provided on this website is permitted by these terms and conditions or by the written consent of Stratford, an acknowledgement of the source must be included whenever such materials or information are copied or republished.

Certain names, words, titles, phrases, logos, icons, graphics or designs contained in this website may constitute trade names, registered or unregistered trademarks or service marks of Stratford or third parties. Such trade names, trademarks and service marks are protected by applicable laws, and may not be used except with the prior written consent of Stratford or the applicable third party. Any unauthorized downloading, re-transmissions, or other copying or modification of trade names, trademarks and service marks found on this website may be a violation of statutory or common law rights which could subject the violator to legal action. The display of logos on pages of this website does not imply that a license of any kind has been granted to anyone else. Stratford prohibits the use of its logos and registered names as hyperlinks to any other websites without written authorization. All rights reserved.

#### **Hyperlinks**

Hyperlinks are provided on this website solely for your convenience.

Stratford does not guarantee that any hyperlink provided on this website will be accurate at the time of your access. Moreover, the website pointed at by a hyperlink provided on this website may be developed and maintained by persons over whom Stratford has no control. Stratford cannot and does not monitor third party websites, and, accordingly, Stratford, makes no representations or warranties regarding, and assumes no responsibility for, any websites pointed at by a hyperlink provided on this website or otherwise referenced on this website. The inclusion on this website of a hyperlink to a third-party website is not an endorsement of, and does not constitute our approval of, the website to which the hyperlink points, the relevant third party, or its goods and services. Accessing a website via a hyperlink provided on this website is entirely at your own risk.

#### Electronic Communication and Data Transmission via the Internet

Stratford has the right, but not the obligation, to monitor any transmission made to or from this website. Stratford is committed to respecting the privacy of your personal information. However any unprotected electronic communication over the Internet is, as with communication via other mediums (e.g. cellular phones, post office mail, or social media pages) not secure or confidential, subject to possible interception or loss, and possible alteration, accordingly, Stratford cannot assure the privacy or security of any information that you input into this website or

transmit to us over the internet via this website, via email or otherwise. Stratford is not responsible for any damages the you or others may suffer as a result of the loss of confidentiality of any such personal information during its input into this website or its transmission to us, or in our communicating such personal information to you at your request.

# Quality

Stratford does not warrant that any information, software or other material accessible through this website is free of virus, worms, trojan horses or other disruptive, destructive or harmful components.

## **General Terms**

This website may offer a secure way of quoting and purchasing optional vehicle insurance quote online.

To allow us to process your request or to issue your policy you must declare all known facts which are likely to materially influence us in the setting of the premium, the appraisal of the risk or the decision to provide coverage. In addition, you must provide information concerning your mode of payment. The information provide to us must be accurate and correct; otherwise it is possible that you will be unable to obtain an insurance quote or to purchase an insurance policy online. Additional information may be required in order to process or review your request.

You also agree that clicking on certain buttons stating "rate", "quote", "apply for insurance", "issue policy" and any other similar descriptions, will constitute your signature and confirm your intention to purchase an insurance policy online once you have received an acceptable quote. You agree to be bound by these terms of use and to pay the premiums and any other applicable taxes.

Please be advised that in requesting an online quote you are consenting to the collection, use and disclosure of your personal information, and such collection use and disclosure shall be governed by our privacy policy. Where you provide us with the personal information of a third party, you confirm that such third party has authorized you to disclose such personal information to us.

#### **Reporting Libel and Defamation**

If you become aware of any misuse of the website, including libelous or defamatory conduct by any person, you must Report it to Stratford. Please contact us by email, through this website Contact Us, however you do so at your own risk. Such websites are independent from Stratford and have no control over and expressly disclaims any liability which may ensue from posting or sharing any content on such third-party websites.