MIDportal

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This user agreement ("Agreement") is a legally binding agreement between you (the "**User**") and Motor Insurers' Bureau (Company Number 00412787) whose registered office is at Linford Wood House, 6-12 Capital Drive, Linford Wood, Milton Keynes, MK14 6XT ('MIB') for the Users access to the MIDportal (as defined below) and certain data accessible via the MIDportal from time to time, for specified purposes and strictly on the terms and conditions of this Agreement.

BY PLACING A TICK WITHIN THE "ACCEPT USER AGREEMENT" BOX YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU AND YOUR RELEVANT PERSONNEL.

1. Definitions

1.1   In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

"Access Details"	the unique password and security questions used to gain web-based browser access to the password protected section of the MIDportal in conjunction with the User ID;
"Change of Control"	a controlling interest in the User, or in an entity which directly or indirectly has a controlling interest in the User, is transferred to any party (unless such transfer is for the purposes of the internal reorganisation of the User only). As used in this Clause 1.1, "controlling interest" means, with respect to any form of entity, sufficient power to control the decisions of such entity;
"Charges"	has the meaning set out in clause 7;
"Claim"	a request for indemnity or compensation from either an insured person under the terms of an Insurance Policy or a third party which requires investigation and subsequent handling as appropriate. Where insurance cover cannot be established, a request may be made through the MIB under the uninsured or untraced drivers agreements;
"the Commencement Date"	the date upon which the User first accesses the MIDportal or as stipulated by MIB;
"Compliance Policies"	the MIDportal user agreement compliance procedure together with other compliance procedures stipulated by MIB from time to time;
"Confidential Information"	means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of either party or any group company of that party for the time being confidential to that party or any of that party's group companies and trade secrets including, without limitation, technical data and

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	know-how relating to the business of either party or of any of that party's group companies or any of its or its suppliers, clients, customers, agents, distributors, shareholders or management;
"Data"	all data (including but not limited to Insurer Data) contained within the MIDportal from time to time (or any part of it) provided to the User by MIB (or on its behalf) by means of the MIDportal or as otherwise stipulated by MIB from time to time;
"Data Link"	the connection required to gain access to the MIDportal utilised by the User;
"Data Subject"	shall have the meaning set out in the Data Protection Act 1998;
"Delegated Authority"	an organisation duly authorised by an Insurer pursuant to an agreement in writing between the Relevant Insurer and the relevant third party ("DA Access Agreement") permitting them (as appropriately authorised) to transact motor insurance business on its behalf and to have access to the MIDportal in order to supply data to the MIDportal Provider for inclusion on the MID;
"DPA"	the Data Protection Act 1998 and any other relevant data protection and privacy legislation or regulatory provisions;
"Enquiry"	checking information held on the MID by the User for the purposes only of facilitating its obligation to handle Claims;
"Functional Specification"	the functional specification setting out the requirements of the User in relation to the submission of data via the MIDportal set out in the functional specification document provided by MIB (or as otherwise stipulated in writing by MIB from time to time);
"Fourth Motor Insurance Directive"	the Directive of the European Parliament and the Council of 16 September 2009 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles and amended Council Directives 73/239/EEC and 88/357/EEC (No.2009/103/EC);
"Insurer Data"	all data supplied to the MIDportal Provider by the User pursuant to this Agreement for inclusion on the MID;
"Insurer"	means any insurance company, Lloyd's syndicate or compensator authorised to underwrite motor insurance who has entered into a PIA;
"Insurance Policy"	an insurance policy is a contract between the Insurer and the Policyholder, which determines the Claims which the Insurer is legally required to pay. In exchange for an initial payment, known as a premium, the Insurer promises to pay for loss caused by perils covered under the policy language;

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"MID"	the database operated and managed by MIB (on behalf of MIIC) commonly known as the 'Motor Insurance Database';
"MIDportal"	the MID portal branded online application (as modified by MIB from time to time), which shall provide Users with web based browser access to the Service in accordance with the terms and conditions of this Agreement;
"MIDportal Provider"	shall mean Experian Limited (or as otherwise stipulated by MIB from time to time);
"MIIC"	Motor Insurers Information Centre (a company limited by guarantee) with company number 03682840;
"PIA"	means a participating Insurer's agreement relating to the supply by the Relevant Insurer of certain data between MIB, MIIC, Experian Limited and an Insurer relating to motor vehicles to the MID;

"Permitted Purpose"

(a) as a non-exclusive means by which the User can supply Data to satisfy its or the Relevant Insurer's (in the event that the User is a Delegated Authority) obligations relating to the Fourth EU Motor Insurance Directive and the regulations implementing that directive namely The Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003 (the 'Fourth Directive') together with its or the Relevant Insurer's (in the event that the User is a Delegated Authority) obligations pursuant to the relevant PIA;

(b) as a means of checking Third Party Data held on the MID for the purposes only of facilitating the User's obligation to handle Claims;

(c) as a means of administering access to the MIDportal by the User or the Personnel of its Policyholders;

(d) the purposes set out in clause 5 of the PIA; and

(e) for such other purposes stipulated by MIB in writing from time to time;

"Personnel"	all persons employed by or on behalf of MIB or all persons employed by the User (as appropriate) to perform its obligations under this Agreement together with MIB's or the User's (as appropriate) servants, agents, and suppliers and approved sub-contractors used in the performance of its obligations under this Agreement;
"Personal Data"	shall have the meaning set out in the Data Protection Act 1998;

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"Policyholder"	any holder (or its agent) of a motor insurance policy for vehicles registered in the UK provided by the User or (in the event that a User is a Delegated Authority) the Relevant Insurer (as appropriate);
"Process(ing)"	shall have the meaning set out in the Data Protection Act 1998;
"Relevant Insurer"	the Insurer who has entered into the relevant DA Access Agreement with the User (in the event that the User is a Delegated Authority) which governs such Delegated Authority's use of Insurer Data and access to the MIDportal;
"Security Designate"	the individual(s) within the Insurer or Delegated Authority with responsibility for functions including but not limited to creating, administering, monitoring and auditing Users of MIDportal as validated and approved by the MIDportal Provider;
"Third Party Data"	the Data with the exception of any Insurer Data;
"User ID"	the unique identification reference given to a User to enable the User to gain web-based browser access when used with the User's Access Details to the password protected section of the MIDportal;
"Working Day"	any day save for Saturday, Sunday and public holidays in England.

1.2 In this Agreement:

(a) any reference to a statutory provision, includes a reference to any modification or re-enactment of it from time to time (including but not limited to legislation relating to the protection of personal data);

(b) references to Clauses are to Clauses of this Agreement;

(c) reference to any gender includes any other gender and the singular includes the plural and vice versa;

(d) the headings are for ease of reference only and shall not affect the construction of this Agreement;

(e) references to the parties are (unless otherwise stated) to the parties to this Agreement; and

(f) the words 'include', 'includes', including' and included' will be construed without limitation unless inconsistent with the context.

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2. Commencement and Duration

This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the terms of this Agreement, for a period of 12 months and shall continue thereafter for successive 12 month periods.

3. Obligations

3.1   From the Commencement Date until termination of this Agreement, MIB shall use its reasonable endeavours to make the Data available to the User only in accordance with the terms of this Agreement.

3.2   Save as otherwise set out in this Agreement, the MIDportal is made available for use only by an Insurer (or its Delegated Authority) authorised (at its absolute discretion) by MIB from time to time.

3.3   The User shall not access, and or use, or permit any third party to use the MIDportal or the Data (save for the Insurer Data) unless strictly required for the Permitted Purpose and fully in accordance with this Agreement.

3.4   In the event that the User is a Delegated Authority, the Delegated Authority hereby acknowledges and agrees to use the Insurer Data in accordance with the relevant DA Access Agreement only provided that the relevant terms and conditions of the DA Access Agreement do not conflict with the relevant terms and conditions of this Agreement (in which case, the terms and conditions of this Agreement will prevail).

4. Access to and Use of the MID Portal

4.1   Subject to the User fully complying with its obligations pursuant to this Agreement, MIB grants to the User a non-exclusive licence to access the MIDportal and use the Data during the term of this Agreement PROVIDED THAT such use shall be fully in accordance with the terms and conditions set out in this Agreement, strictly for the Permitted Purpose only and in accordance with any legislation, regulation, code or practice applicable to the User or similar documentation in force from time to time.

4.2   The MIDportal (including the Data) is provided to the User on an "as is" basis. The User acknowledges that certain Data is provided by third parties. MIB makes no warranties as to the accuracy or fitness for purpose of the MIDportal (and or any Data).

4.3   In the event that the User agrees to accept Data from its or the Relevant Insurer's (as appropriate) Policyholders by way of the MIDportal the User will be wholly responsible for granting the relevant Policyholder with a User ID and Access Details to be used in connection with its access to the MIDportal. The User will ensure that on granting such access to the relevant Policyholders that the Policyholder is aware that its access is subject to it accepting and adhering to the terms of use as stated on the MIDportal from time to time, relevant Compliance Policies and the relevant terms and conditions of the agreement in writing between the Relevant Insurer and the Policyholder (as stipulated by the Relevant Insurer from time to time).

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4.4 The User is responsible for making all arrangements necessary for its access to the MIDportal. MIB is not a service provider. The User is responsible for the payment of any fees charged by its internet service provider.

4.5 On receipt of the User ID the User will be able to set up its own Access Details. The Access details shall be used by the User to access the MIDportal. The User shall keep such Access Details confidential. The User shall be liable for the protection of, and the activity on, the MIDportal which is carried out through the use of such User ID and Access Details.

4.6 The User acknowledges and agrees that control and security of the User ID and Access Details are the User's sole responsibility and that to the fullest extent permitted by law neither MIB, MIIC nor the MIDportal Provider shall have any liability whatsoever to the User for any losses (whether direct, indirect or consequential) caused by use of the User ID and Access Details by unauthorised persons.

4.7 If the User knows or suspects that an unauthorised person is aware of its User ID and or Access Details the User shall immediately notify MIB by email at enquiries@mib.org.uk and notify the appropriate Security Designate in order to reset the User's existing Access Details.

4.8 The User shall inform MIB immediately on becoming aware of any equipment used by, or on behalf of, the User in connection with its access to the MIDportal is compromised, mislaid or stolen.

4.9 The User warrants and undertakes to MIB that:

(a) it will immediately notify MIB of any circumstances it is aware of relating to any use of the MIDportal and or the Data in contravention of the terms and or conditions of this Agreement; any agreement relating to the MIDportal entered into by a Policyholder; the relevant DA Agreement; or the PIA;

(b) it, and its Personnel, must adhere, at all times, with any other instructions from MIB in its use of the MIDportal (including the Data) and in all related documentation supplied to it or its Personnel (if appropriate);

(c) it has the right and authority to enter into this Agreement and to perform the actions and undertake the obligations contemplated herein;

(d) it shall ensure that all data provided to MIB is provided fully in accordance with the relevant Insurer's PIA and the Functional Specification, and that transfer of such data shall comply with all applicable laws and that it has all necessary consents, approvals and licences to enable the lawful transfer and subsequent use by MIB and any user of the MID of such information in accordance with this Agreement;

(e) in relation to this Agreement, it shall be liable for the acts and or omissions of its Personnel as if such acts and or omissions were its own.

(f) without prejudice to MIB's other rights or remedies, the User's access to, and use of, the MIDportal and the Data may be suspended immediately if it is, or

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there is reasonable evidence to suggest that it is, in breach of any of the terms and conditions of this Agreement; the relevant PIA; and or the relevant DA Access Agreement (as appropriate).

4.10   Subject to the User's statutory obligations pursuant to the DPA, the User warrants and undertakes to MIB that:

(a)   it will not have any interest or right of ownership whatsoever (including any intellectual property right in the MIDportal, including without limitation the Data (save for the Insurer Data (in the event that the User is an Insurer));

(b)   it will adhere, at all times, with any instructions provided by MIB in its use of the MIDportal and or the Data (save for the Insurer Data in the event that the User is an Insurer) and in all related documentation supplied to the User;

(c)   it will not transfer any Data (save for the Insurer Data) to any third party, nor will it permit any third party to obtain access to the MIDportal and or any Data at any time and it will immediately notify MIB of any circumstances it is aware of relating to any use of the MIDportal and or the Data, provided by it or any other party, for any other purpose other than for the Permitted Purpose. For the avoidance of doubt, a Delegated Authority shall be permitted to use, Process and transfer Insurer Data in accordance with the relevant consent of the Relevant Insurer only (including without limitation) by way of the DA Agreement;

(d)   it will not, and shall ensure that any third party will not, create any database from the Data (save for the Insurer Data) or derived from the Data (save for the Insurer Data) for any other purpose other than the Permitted Purpose;

(e)   unless otherwise agreed in writing between the parties, it will not, and shall ensure that any third party will not) retain any part of the Data (save for the Insurer Data) any longer than wholly necessary for the Permitted Purpose or regulatory compliance requirements or by operation of law;

(f)   it will not, and it shall ensure that any third party will not, Process for any purpose, and shall delete irretrievably and promptly, any Data received in respect of an Enquiry which was submitted erroneously, or any Data received which does not relate to the subject matter of the Enquiry;

(g)   without prejudice to clause 4.2, it will notify MIB promptly where the User reasonably believes that the MIDportal and or the Data appears to contain an error;

(h)   unless otherwise agreed in writing between the parties and without prejudice to the User's rights to use the Insurer Data (as it deems fit in the event that the User is an Insurer or in accordance with the relevant DA Access Agreement in the event that the User is a Delegated Authority), it will not, and it shall ensure that third parties will not, re-sell the Data or use the Data for marketing, research, analysis or profiling purposes at any time;

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(i)   shall procure that each of its Personnel given access to the MIDportal (if any) (where relevant) is authorised to have access to MIDportal or to Process the Data on its behalf;

(j)   it will within 7 days of written request by MIB notify MIB of its, or any Personnel who are authorised by the User to use MIDportal or Process the Data on behalf of the User and /or as required the e-mail addresses of such Personnel;

(k)   it must adhere, at all times, to any other lawful instructions from MIB in its use of the MIDportal and the Data and in all related documentation supplied to consumers, press and other media;

(l)   it will notify MIB as soon as reasonably possible if the User becomes aware of any complaint regarding the use of Data that will lead to or is likely to lead to press involvement and or the involvement of a member of parliament or other government representative;

(m)   it will deal with all enquiries from MIB relating to its, or any of its Personnel's, access to the MIDportal and or the Processing of the Data promptly and properly and that all reasonable co-operation and copy documentation shall be provided to MIB in the course of all its enquiries in such regard;

(n)   it has, and shall ensure that any relevant Personnel shall have, full legal authority to receive the Data and that the answers provided by the User to MIB in relation to any questions raised by MIB will be full, true and accurate in all respects;

(o)   it shall retain, and shall ensure that any relevant Personnel retains, the Data (save for Insurer Data) in confidence at all times save to the extent that it is required for the Permitted Purpose or that it is required to disclose the Data pursuant to any statutory or regulatory authority of competent jurisdiction;

(p)   it shall not transfer any Data (save for Insurer Data) to any third party without the prior consent in writing of MIB, and it shall ensure that any such third party enters into a binding agreement with the relevant Insurer or Delegated Authority (as appropriate) which places upon that third party obligations equivalent to those placed upon the User pursuant to this Agreement;

(q)   without prejudice to clause 10, it shall permit MIB or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the User's data Processing activities (and/or those of its Personnel) and comply with all reasonable requests or directions by MIB to enable MIB to verify and/or procure that the User is in full compliance with its obligations under this clause 4.

4.11   MIB reserves the right to withdraw access to the MIDportal and or the Data without notice and without limitation, in order to undertake maintenance of the MIDportal (including but not limited to emergency maintenance) and or in the event of network failure and or for compliance and or security reasons. MIB cannot control the timing or length of such downtimes.

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4.12 MIB reserves the right to alter or modify the provision to the User of access to the MIDportal and or the Data in order to comply with any regulatory requirements or reflect any changes in support requirements or to improve amend or extend MIB's existing services.

4.13 MIB shall be entitled to create or collect any reasonable data or information about the User's (and its Personnel's) use of the MIDportal and or the Data. So far as law allows, the User shall hold such information as is necessary for the satisfaction of its obligations under this Agreement.

4.14 For the avoidance of doubt, and without prejudice to, and in addition to, any other agreement between the parties (including but not limited to the PIA (if appropriate)) the Data shall also be made available to:

(a) any appropriate authority responsible for compliance with motor insurance obligations for example, the police for the purposes of checking the motor insurance details of individuals and/or companies and or organisations;

(b) MIB and or MIIC for the purposes of making and responding to enquiries of the MID including for the purposes of testing the MID to ensure that MIB and or MIIC is complying with its obligations under relevant laws and regulations;

(c) MIB and or MIIC for the purposes of monitoring the User's performance and that of the MIDportal Provider and any other users of the MIDportal in satisfying their respective legal obligations with regard to the Data including (without limitation) those pursuant to: this Agreement; the Fourth Directive; relevant laws (including but not limited to data protection legislation); policies of motor insurance and the relevant PIA;

(d) MIB and or MIIC for the purposes of monitoring the usage of the MIDportal and for planning and research purposes;

(e) any agent of the User to the extent permitted pursuant to the authority granted to it by the User (which authority may not exceed the rights granted to the User pursuant to this Agreement);

(f) such parties and for such purposes to the extent properly notified to the Policyholders from time to time; and

(g) as otherwise stipulated in writing by MIB from time to time.

5. Statutory, Regulatory and Data Protection Requirements

5.1 Each of the parties undertakes to the other that it will at all times, in relation to this Agreement, comply in all respects with all relevant statutory provisions and other regulatory controls or requirements from time to time in force which are applicable to the relevant party, together with all and any requirements imposed or made by any governmental or quasi-governmental or regulatory authority.

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5.2   Neither party shall do any act that puts the other party in breach of its obligations under the DPA (including but not limited to it being the "data controller" (for the purposes of the DPA) of the Data).

5.3   The User shall comply with all of its obligations pursuant to the PIA and under the DPA and shall:

(a)   undertake to ensure that its registration requirements pursuant to the DPA (including any statutory modification or re-enactment) are fully complied with at all times;

(b)   if appropriate, prior to making any Enquiry or search of the Data, ensure that it displays a fair obtaining notice relating to the relevant Permitted Purpose which meets the necessary requirements under the DPA (the "FON") prominently and in an appropriate place, in relevant documents and oral communications with applicants, Policyholders and named drivers (as appropriate) so that relevant Data Subjects are fully aware of how their personal data will be Processed;

(c)   in the event that it obtains personal data from a Data Subject, only request Data fully in accordance with the relevant FON;

(d)   at all times comply with its obligations under the DPA, including but not limited to, taking appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data as required by the seventh principle of the DPA. When considering what measures are appropriate, the User shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected;

(e)   within 7 days of a request in writing from MIB, provide to MIB a written description of the technical and organisational methods employed by the User for Processing Personal Data (within the timescales required by the MIB);

(f)   at all times, comply with and have a data retention policy in place in accordance with the DPA (or as otherwise stipulated by MIB from time to time);

(g)   ensure that the Data submitted by the User, or on its behalf, is accurate at the time of submission and is updated within the relevant prescribed periods (as stipulated by MIB from time to time including (without limitation) ensuring that any notification by the User of the date of any change relating to the identity of the motor vehicles covered by the relevant motor insurance policy is correct);

(h)   not transfer any Data (save for the Insurer Data in the event that the User is an Insurer) outside the European Economic Area, without the MIB's prior written consent;

(i)   ensuring the reliability of its Personnel by vetting its Personnel appropriately who have access to Personal Data;

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(j)   provide adequate training (in the reasonable opinion of MIB) in relation to the handling of Personal Data during the term of this Agreement;

(k)   not disclose the Data (save for the Insurer Data in the event that the User is an Insurer) to any third party in any circumstances without consent from MIB and without having assurances (in the manner stipulated by MIB from time to time) that the relevant third party has appropriate technical and organisation controls in place to prevent unauthorised or unlawful Processing of Personal Data against accidental loss or destruction of, or damage to, Personal Data as required by the seventh principle of the Data Protection Act 1998;

(l)   have and maintain in force internal policies that are materially comparable to the security standards ISO/IEC27001 and ISO/IEC27002 or such other standard as agreed in writing between the parties from time to time (the "Standards") and carry out regular security audits as may be required by the British Standards Institute to ensure compliance and shall, on request, provide copies of the reports of such audits to MIB. If such audits show any non-compliance, the User shall remedy such breaches of the Standards forthwith at its own expense;

(m)   within 2 Working Days of such breach, inform MIB of any breach of this clause 5;

(n)   notify MIB immediately if it becomes aware of any actual, threatened or potential breach of security, loss or misuse, of the Personal Data and shall, if a breach of security, loss or misuse, occurs, immediately take all reasonable steps necessary to:

(i)   remedy such breach, loss or misuse, or protect the Personal Data against any breach or threat;

(ii)   prevent an equivalent breach or misuse, in the future;

(iii)   keep MIB notified of any communications about such breach, loss or misuse, whether that be with individuals whose personal data has been affected, the Information Commissioner's Office or the media, such steps set out in clause 5.3(n)(i) and (ii) shall include any action or changes reasonably required by MIB. As soon as reasonably practicable the User shall provide to MIB full details (using such reporting mechanisms as may be specified by MIB from time to time) of any actual, potential or threatened breach or misuse of Personal Data and the steps taken by the User in respect of such breach, loss or misuse; and

(iv)   notify MIB as soon as reasonably practicable in all circumstances and, in particular, without deliberate and unnecessary delay of any audits that are being carried out by the Information Commissioner's Office under sections 41A or 42 of the Data Protection Act 1998, to the extent that they have relevance to the Processing of the Data.

5.4   The User shall indemnify MIB against all actions, expenses, claims, proceedings, reasonable costs (including without limitation legal costs (such costs to be assessed if not agreed)) and demands which may be brought or made against MIB for breach of statutory duty under the DPA which arises from the use, disclosure or transfer of

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Personal Data by the User and or its Personnel and or a breach of the provisions of this clause 5.

6. Escalation Procedure

If any dispute arises between the parties in relation to this Agreement and remains unresolved after each has used its reasonable endeavours to seek to resolve it, then each party shall be entitled to arrange a meeting between a duly authorised representative from each of the parties as soon as is reasonably practicable. The representatives of each party shall attend the meeting and use all reasonable endeavours to negotiate a settlement of the issue.

7. Charges

7.1   For the avoidance of doubt, the User shall bear the cost to establish any Data Link, and MIB shall have no liability whatsoever in relation to the cost, quality or otherwise of the Data Link.

7.2   In the event that charges are payable by the User for access to the MIDportal and or the Data, the User shall pay to MIB the sums stipulated by MIB from time to time.

8. Liability

8.1   The User hereby acknowledges and agrees that the Data (save for the Insurer Data) shall be supplied by third parties, and that MIB has no control whatsoever over the accuracy, completeness and or usefulness (for a specified purpose or otherwise) of the Data and MIB does not make or include any representations, warranties or guarantees relating to and including but not limited to the accuracy, completeness, ownership and or suitability of the Data or in relation to any delay in bringing the Data up to date and MIB hereby excludes to the fullest extent permitted by law all representations, undertakings, terms, warranties, conditions and guarantees (whether express or implied) relating to the Data in that regard.

8.2   The User further hereby acknowledges and agrees that MIB does not make or include any representations, warranties or guarantees relating to and including but not limited to the accuracy, completeness, and or availability of the MIDportal (or part thereof) and MIB hereby excludes to the fullest extent permitted by law all representations, undertakings, terms, warranties, conditions and guarantees (whether express or implied) relating to the availability of the MIDportal in that regard.

8.3   The User hereby acknowledges and agrees that neither MIB, MIIC nor the MIDportal Provider shall have any liability whatsoever for the MIDportal being unavailable or for any errors in the Data which occur due to reasons outside of its control.

8.4   For the avoidance of doubt, for the purposes of this Agreement, in the event that the MIDportal is unavailable for any reason, such unavailability shall not relieve the User from its obligations to satisfy its obligations relating to the Fourth EU Motor Insurance Directive; the PIA; the relevant DA Access Agreement and or membership of the MIB (as appropriate).

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8.5   To the fullest extent permitted by law and without prejudice to any other rights available to MIB, MIIC and the MIDportal Provider, the User hereby agrees to indemnify MIB, MIIC and the MIDportal Provider fully and without limitation for any losses, costs, expenses, interest, penalties, sanctions and all legal and other professional costs and expenses incurred by or suffered by MIB, MIIC and or the MIDportal Provider in relation to or as a result of any breach of any of the terms and conditions of this Agreement by the User and or its Personnel (including but not limited to the provision by you of incorrect or inaccurate data).

8.6   The maximum aggregate liability of MIB under or in connection with this Agreement in respect of all claims by the User against MIB giving rise to the liability of MIB whether for breach of contract, negligence or other tort or breach of statutory duty or otherwise shall not exceed the greater of 100% of Charges paid by the User (if any) during the preceding 12 months or the sum of £500.00.

8.7   Save as otherwise expressly stated in this Agreement and without prejudice to clause 8.6, neither party shall be liable under this Agreement for any loss of profit or for any indirect special or consequential loss or damage of any kind (including without limitation, any loss or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect) howsoever arising and whether caused by negligence, breach of contract or otherwise.

8.8   Nothing in this Agreement shall limit the liability of any party for death or personal injury caused by the negligence of that party, its servants or agents; fraud or fraudulent misrepresentation; any matter of which liability cannot be excluded by law; or any claim for payment under an indemnity contained in this Agreement.

9. Suspension

If the User does not comply with the terms of this Agreement; the relevant PIA; the relevant DA Access Agreement (in the event that the User is a Delegated Authority) and or any relevant Compliance Policies, MIB may, without liability, suspend the Service until such time as arrangements have been made to MIB's reasonable satisfaction (such satisfaction may be evidenced by, without limitation the completion of a successful audit by MIB of the User's access to and use of the Data (at MIB's absolute discretion)) for remedying the same.

10. Audit

10.1   During the term of this Agreement and for a period of two years (or other period reasonably stipulated by MIB) after the termination or expiry of this Agreement, MIB (or its representatives) may (subject to such representative complying with the confidentiality provisions set out in clause 13 of this Agreement) conduct an audit of the User's access to and use of the Data, for purposes including (without limitation) the following:

(a)   to review the use integrity, confidentiality, storage, retention, access, Processing and security of any data relating to MIB or sourced from the MIDportal (directly or indirectly) including the authorisation, transmission and management of any data

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relating to or sourced from the MIDportal distributed by Insurer either internally or externally together with relevant governance functions;

(b) to review the User and relevant User's Personnel's compliance with any relevant legislation applicable to the Data; and

(c) to review the User's compliance with the terms of this Agreement (including but not limited to the volume and validity of searches of the MIDportal together with the existence of valid data subject consent in relation thereto (if appropriate)).

10.2 Except where an audit is imposed on MIB by a regulatory body or government; the User is deemed to have failed a prior audit; the User's use of the Service has been suspended by MIB; and or MIB reasonably suspects or is aware of a breach of the terms of this Agreement, MIB (or its representatives) may not conduct an audit on more than one occasion in any calendar year. In the event that such additional audits are to be conducted by or on behalf of MIB, at MIB's absolute discretion. Where MIB visits a User to follow up on the implementation of audit recommendations from a prior audit, such follow-up visits do not constitute further audits, but are an integral part of the closure of that prior audit.

10.3 MIB shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the User and or relevant Personnel.

10.4 Subject to MIB's obligations of confidentiality, the User shall on demand provide, and ensure that the User's Personnel shall on demand provide, MIB, its representatives and any relevant regulatory body or government(and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

(a) all information requested by the above persons within the permitted scope of the audit (including but not limited to confirmation of the validity (in accordance with the terms of this Agreement) of searches of the MIDportal specified by MIB together with copies of Data Subject consent in relation to such searches (if appropriate) or satisfactory evidence that D Subject consent in relation to all relevant purposes (including but not limited to by way of a FON) has been correctly obtained in accordance with the DPA and any other relevant legislation or regulatory provisions);

(b) reasonable access to any sites controlled by the User and or its Personnel (as appropriate) and to any equipment used (whether exclusively or non-exclusively) in relation to this Agreement in accordance with the User's internal security policy; and

(c) access to the relevant Personnel.

10.5 MIB shall provide at least 30 days notice, where possible (however it shall not be obligated), of its or a regulatory body's intention to conduct an audit.

10.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clauses 10.1 to 10.5 (inclusive), unless the audit identifies a material failure to perform its obligations under this

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Agreement in any material manner by the User in which case the User shall reimburse MIB for all MIB's reasonable costs incurred in the course of the audit.

10.7   MIB shall be entitled to pass the results of such audits (and reports relating thereto) to any relevant regulatory bodies.

10.8   The rights granted to MIB as included in clauses 10.1 to 10.5 will automatically extend to any organisation to whom the User passes or share data with (including but not limited to the relevant Personnel) where it was obtained from the MIDportal.

10.9   Without prejudice to this clause 10, the User shall keep full, proper and up to date books of account and records showing clearly all transactions and proceedings relating to its use of the Data (as otherwise reasonably stipulated by MIB from time to time). The User shall make such books of accounts and records available to and its representatives upon reasonable request by MIB. Subject to the foregoing and unless MIB is aware of, or reasonably suspects, a breach of this Agreement by the User MIB shall not carry out an audit pursuant to this clause 10 on more than two occasions during any calendar year.

11. Termination

11.1   MIB shall be entitled to terminate this Agreement forthwith without liability, on written notice to the User in the event that the provision by MIB of the MIDportal and or Data is discontinued for any reason whatsoever.

11.2   MIB and or the User shall be entitled to terminate this Agreement at any time by the service of 30 days prior written notice on the other party.

11.3   This Agreement shall terminate forthwith in the event that the relevant DA Access Agreement expires or is terminated for any reason whatsoever.

11.4   MIB shall be entitled to terminate this Agreement forthwith by written notice to the User, in the event that the User:

(a)   commits any material breach of obligations under this Agreement and shall have failed (in the case of a breach capable of remedy) to remedy the breach within seven days of the receipt of a written notice from MIB specifying the breach, requiring that it be remedied and indicating that failure to remedy the breach may result in termination of this Agreement;

(b)   enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of and followed by amalgamation or reconstruction of insolvency) or compounds its creditors or has a receiver, manager, administrator or administrative receiver appointed over all or any substantial part of its undertaking, assets or income or takes or suffers any similar action in consequence or debt; or

(c)   there is a Change of Control.

11.5   The User shall be entitled to terminate this Agreement forthwith by written notice to MIB in the event that MIB commits any material breach of its obligations under this

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Agreement and shall have failed (in the case of a breach capable of remedy) to remedy the breach within 30 days of the receipt of a written notice from User specifying the breach, requiring that it be remedied and indicating that failure to remedy the breach may result in termination of this Agreement.

11.6   On termination of this Agreement for any reason:

(a)   the User shall immediately pay to MIB all of MIB's outstanding unpaid invoices (if any) and interest and, in respect of the Service supplied but for which no invoice has been submitted, MIB may submit an invoice, which shall be payable immediately on receipt;

(b)   save for any Data which the User is under a statutory or regulatory obligation to retain, the User shall, forthwith return, delete or destroy all Data (save for any Insurer Data) (on any medium) in accordance with MIB's instructions (acting reasonably including (without limitation) the User certifying in writing that such Data has been deleted or destroyed (as appropriate)). MIB reserves the right to audit the User's compliance with this provision and, if the User fails to do so, then MIB or its representatives may enter the User's premises and take possession of them. Until they have been returned or repossessed, the User shall be responsible for their safekeeping. MIB reserves the right for it or its representatives to audit the User's compliance with this clause.

(c)   the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and

(d)   clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. Third Party Rights

Save for MIIC and the MIDportal Provider, a person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13. Confidentiality

13.1   The User shall keep in strict confidence all of MIB's Confidential Information and (except with the prior written consent of MIB) shall, and shall all procure that its Personnel who work on its behalf shall:

(a)   not use or exploit MIB's Confidential Information in any way except for the purpose of this Agreement;

(b)   not disclose or make available MIB's Confidential Information in whole or in part to any third party, except as permitted by this Agreement;

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(c) not copy, reduce to writing or otherwise record MIB's Confidential Information in whole or in part except as strictly necessary for the purpose of this Agreement (and any such copies, reductions to writing and records shall be the property of the disclosing party);

(d) keep separate MIB's Confidential Information from all of its documents and other records;

(e) apply the same security measures and degree of care to the Confidential Information it applies to its own Confidential Information (which shall be not less than equivalent to the security principles set out in ISO/IEC27001); and

(f) ensure that any document or other records containing MIB's Confidential Information shall be kept at its premises and shall not remove or allow to be removed such document or record from its premises.

13.2 The User shall restrict disclosure of MIB's Confidential Information to such of its Personnel as need to know it for the purpose of discharging its obligations under this Agreement, and shall ensure that such Personnel are subject to obligations of confidentiality corresponding to those which bind it. The User shall be liable for the actions or omissions of its Personnel as if they were actions or omissions of that party.

13.3 A party may disclose the other party's Confidential Information to the extent that such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.3, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.

13.4 Each party may, provided that the other party has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first notifying the other party of such disclosure.

13.5 The User shall establish and maintain adequate security measures (including but not limited to reasonable security measures proposed by that party from time to time) to safeguard MIB's Confidential Information from unauthorised access or use, in accordance with clause 13.1(e).

13.6 The User shall not make, or permit any person to make, any public announcement concerning this Agreement or its respective interest in this Agreement without the prior written consent of MIB except as required by law or governmental or regulatory authority or by any court or other authority of competent jurisdiction. The User shall not make use of MIB's name or any information acquired through its dealings with MIB for publicity or marketing purposes without the prior written consent of MIB.

13.7 If the User develops or uses a product or a process which, in the reasonable opinion of MIB, might have involved the use of any of MIB's Confidential Information, the User shall, at the request of MIB, supply to MIB information reasonably necessary to establish that MIB's Confidential Information has not been used or disclosed.

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13.8 Upon termination of this Agreement, at the request of MIB, the User shall:

(a) destroy or return to MIB all documents and materials (and any copies) containing, reflecting, incorporating or based on MIB's Confidential Information;

(b) erase all MIB's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and

(c) certify in writing to MIB that it has complied with the requirements of this clause 13, provided that the User may retain documents and materials containing reflecting, incorporating, or based on MIB's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the User to keep evidence that it has performed its obligations under this Agreement. The provisions of this clause 13 shall continue to apply to any such documents and materials retained by the User.

13.9 All MIB's Confidential Information shall remain the property of MIB and MIB reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights in respect of MIB's Confidential Information are granted to the User and no obligations are imposed on MIB other than as expressly stated in this Agreement.

13.10 except as expressly stated in this Agreement, MIB does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of MIB's Confidential Information.

13.11 The disclosure of the Confidential Information by either party shall not form any offer by or representation or warranty on the party of, that party to enter into any further agreement in relation to the purpose of this Agreement or the development or supply of any product or service to which the Confidential Information relates.

13.12 The User acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement, accordingly, without prejudice to any other rights and remedies it may have, MIB shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any provisions of this Agreement.

13.13 The User shall indemnify and keep fully indemnified MIB and its associated companies at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interests, penalties, sanctions and other costs and expenses suffered or incurred by MIB and or its associated companies arising from any breach of this Agreement by the User and from the actions or omissions of any of its Personnel).

13.14 The provisions of this clause 13 shall survive the termination or expiry of this agreement.

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14. Force Majeure

14.1   None of the parties shall be liable to the other for any failure or delay in performing its obligations under this Agreement which is due to any cause beyond that party's reasonable control ('**force majeure**') that party having used all its reasonable endeavours to remove or avoid such force majeure with all reasonable despatch.

14.2   If any party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement for a period in excess of ninety days then the non-defaulting party shall be entitled to terminate this Agreement forthwith on written notice to the others. Subject to the obligations pursuant to clause 13 neither party shall have any liability to the other in respect of the termination of this Licence Agreement pursuant to this clause 14.

15. Assignment and Sub-Contracting

This Agreement and all rights under it may not be assigned or transferred by the User without the prior written approval of MIB (such approval not to be unreasonably withheld or delayed). MIB reserves the right to assign or novate this licence to any third party as it deems fit.

16. Entire Agreement Conflict of Terms

16.1   Without prejudice to the rights and obligations of the parties pursuant to the relevant PIA (as appropriate), this Agreement constitutes the entire agreement between the parties in respect of the subject matter covered by it and supersedes all previous communications, negotiations, understandings or representations whether oral or written between the parties.

16.2   In the event of a conflict or inconsistency between the provisions of this Agreement and the PIA, the provisions of the PIA will prevail.

17. Proper Law and Jurisdiction

This Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

18. Notices

Any notice to be given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause shall be deemed to have been served if given by first class mail forty eight hours after being posted.

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19. Variations

MIB reserves the right to amend this Agreement from time to time by publishing any amended conditions which shall take effect from the time they are published. By using the MIDportal the User acknowledges and agrees that MIB may amend, alter or delete any of the terms and conditions contained in this Agreement by publication of such changes on the MIDportal and agrees to be bound by any such changes from the date of publication.

20. Severability

If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

21. Waiver

21.1   Failure or delay by any of the parties in exercising any right or remedy of that party under this Agreement shall not in any circumstances operate as a waiver of it nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.

21.2   Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach of default and shall in no way affect the other terms of this Agreement.

22. Anti-Bribery

22.1   The User shall ensure that it and persons associated with it or other persons who are performing services in connection with this Agreement shall:

(a)   comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

(b)   not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c)   not do, or omit to do, any act that will cause or lead the MIB to be in breach of any of the Relevant Requirements or Relevant Policies (as defined in clause 22.1(e);

(d)   immediately report to MIB any request or demand for any undue financial or other advantage of any kind received by the User in connection with the performance of this Agreement; and

(e)   have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 ("Relevant Policies), to ensure compliance with the Relevant

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Requirements, the Relevant Policies and clause 22.1(b), and will enforce them where appropriate.

22.2   The User shall warrant to MIB on an annual basis that it will comply with this clause 22.

22.3   The User shall indemnify MIB against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, MIB as a result of any breach of clause 22.1(b) by the User or any breach of provisions equivalent to clause 22.1 in any subcontract by any of the User's subcontractors.

22.4   The User if requested, shall provide MIB with any reasonable assistance, at the User's reasonable cost, to enable MIB to perform any activity required by any relevant government or agency in any jurisdiction for the purpose of compliance with any of the Relevant Requirements.

22.5   The User shall immediately notify MIB if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 22.1 at the relevant time.

22.6   The User shall ensure that, by introducing adequate procedures, any person associated with such party who is performing or receiving services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the User in this clause 22 ("Relevant Terms"). The applicable party shall be responsible for the observance and performance by such persons of the Relevant Terms.

22.7   Notwithstanding the foregoing, breach of this clause 22 shall be deemed to be a material breach which cannot be remedied.

22.8   Without prejudice to clause 11, if MIB terminates this Agreement for breaching this clause 22, the User shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third party policies.

22.9   Regardless of any other provision in this Agreement, MIB shall not be obliged to, or omit to so any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.

22.10   For the purpose of clause 22, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

23. No partnership or agency

23.1   Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

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23.2   The User confirms it is acting on its own behalf and not for the benefit of any other person.

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