

These Web Services (as defined below) are owned and operated by Beazley Insurance Company, Inc., Beazley USA Services, Inc., Beazley Excess and Surplus Insurance, Inc., and Beazley America Insurance Company, Inc. on behalf of itself and its affiliates (collectively, “**Beazley**,” “**we**,” “**our**,” and “**us**”). Beazley consists of the following companies, which include insurance and reinsurance companies:

Company legal name	Principal place of business	State of domicile	California insurance license number
Beazley Insurance Company, Inc.	CT	CT	N/A
Beazley USA Services, Inc.	CT	CT	0G55497
Beazley Excess and Surplus Insurance, Inc.	CT	CT	N/A
Beazley America Insurance Company, Inc.	CT	CT	N/A

These terms of use (“**Terms of Use**”) govern the use by any user residing in or accessing any Web sites or online services that we own and control in the United States (“**US Users**,” “**you**,” “**your**”), including any Web site or mobile application, that posts a link to these Terms of Use, and any interactive features, widgets, plug-ins, applications, content, downloads and other services that we may own and control and make available to US Users through any Web sites that we own and control and to which we post a link to these Terms of Use, including any services or any self-service platform we offer (collectively, the “**Web Services**”), regardless of how you access or use them, whether via personal computers, mobile devices or otherwise (each a “**Device**”). To the extent that we provide you notice on the Web Services of different or additional terms of use or if you access our Web Services from a different jurisdiction outside of the United States, those additional or jurisdiction-specific terms shall govern your use of any Web Services.

Your use of the Web Services constitutes your agreement to these Terms of Use.

In addition to reading these Terms of Use, please review our Web site **Privacy Policy**, which applies to our collection, use and sharing of your information on the Web Services. ***If you do not agree to the terms of our Privacy Policy or these Terms of Use, please do not access or otherwise use this website or any information or content contained on the Web Services.***

These Terms of Use may be revised by us periodically at any time. It is your responsibility to visit the Web site frequently to review carefully the current terms and conditions of use that govern US Users’ continued use of the Web Services and access to Site Content (as defined below). When we modify these Terms of Use we will update the effective date above. Your use of the Web Services following the posting of an updated Terms of Use constitutes your irrevocable acceptance of such

new Terms of Use. Each and every time you access and use the Web Services you shall be deemed to have agreed to the then current applicable Terms of Use. As a condition of your use of the Web Services and access to Site Content, you warrant to us that you will not use the Web Services for any purpose that is unlawful or prohibited by these Terms of Use or applicable law or reproduce or distribute any portions of the Web Services or Site Content for any commercial use, except as expressly authorized herein.

Intellectual Property.

The design of the Web Services and their content, including the text, information, data, software, scripts, graphics, photos, sounds, videos, music, interactive features, products, materials, services and the like and any trademarks, service marks and logos contained therein (“**Site Content**”), are the exclusive property of or are licensed to Beazley or one of its affiliates and are protected by applicable copyright and other intellectual property laws. Beazley hereby grants you a limited, non-exclusive, revocable, non-sublicenseable, and non-transferrable license to view and download the Site Content only for your personal use, provided that you retain all copyright and other proprietary notices on any permitted copies of the materials. You may not copy, reproduce, modify, adapt, display, perform, publish, create derivative works from, store, translate, sell, rent, or otherwise exploit these Web Services or any of the Site Content. Beazley reserves all rights not expressly granted to you in and to the Web Services and the Site Content under these Terms of Use. You agree not to engage in any use, copying, or distribution of any of the Site Content, whether manually or by using robot, scraper, crawler or any other automated device or process, other than as expressly permitted herein or as reasonably necessary for you to use the Web Services for its intended purpose, including any use, copying, or distribution of any Site Content for any commercial purposes. You in no way will obtain any ownership interest or other right in any of the Site Content.

The display of any trade names, trademarks, service marks, logos, or domain names on these Web Services or Site Content does not imply that a license of any kind has been granted to you with respect to such trade names, trademarks, service marks, logos, or domain names, except as explicitly stated herein. Any unauthorized downloading, re-transmission or other copying or modification of trade names, trademarks, service marks, logos or domain names may be a violation of trademark laws and could subject you to legal action.

Web Services Use and Restrictions.

Any unauthorized use by you of these Web Services for any purpose is prohibited. We may suspend or terminate the availability or your use of the Web Services (and any elements or features of it), in whole or in part, for any reason, and at any time, in our sole discretion, and without advance notice or liability to you.

You agree that you will not: (i) use our Web Services for any political or commercial purpose, aside from the purchase of goods or services if offered for sale through the Web Services by Beazley or any of its affiliates; (ii) engage in any activities through or in connection with our Web Services that attempt to or actually do harm to any individuals or entities or are unlawful, offensive or abusive, or that violate any right of any third party, or are otherwise objectionable to Beazley in

its sole discretion; (iii) reverse engineer, decompile, disassemble, reverse assemble or modify any Web Services source or object code or any software or other products, services or processes accessible through any portion of our Web Services; (iv) engage in any activity that interferes with another user's access to our Web Services or the proper operation of our Web Services, or otherwise causes harm to our Web Services, Beazley or other users; (v) use Site Content in a manner that suggests an unauthorized association with any of our products, services or brands; (vi) interfere with or circumvent any security or access feature of our Web Services; or (vii) otherwise violate these Terms of Use or applicable law.

Creating and Terminating User Accounts

Some of the Web Services features may require an applicable US User to register for an account through an online registration process. When you register for an account, you will select login credentials and you agree that you: (i) will not use a username (or e-mail address) used by someone else, that impersonates another person, belongs to another person, violates the intellectual property or other right of any person or entity or that is offensive; (ii) will provide true, accurate, current and complete registration information about yourself and your organization during any registration process and will update it as needed to keep it accurate; (iii) will immediately notify us of any unauthorized use of your account, password or username, or any other breach of security; and (iv) will not sell, transfer, or assign your account or any account rights. You are solely responsible for all activities that occur under your account, password and username whether or not you authorize the activity. You are solely responsible for maintaining the confidentiality of your password and for restricting access to your device(s) so that others may not access any password-protected portion of our Web Services using your name, username, or password. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations in this section. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated or incomplete, or violates these Terms of Use, or any applicable law, we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account, or suspend or otherwise deny you access to it, or its benefits all in our sole discretion, for any reason, and without advance notice or liability.

Online Submission of Claims.

You may be able to submit online claims for insurance benefits under an existing Beazley insurance policy. If the Web Services permit you to submit an online insurance claim, you agree that you will not submit any information that you know to be, or have reason to believe to be, false, fraudulent, deceptive, inaccurate, misleading or infringing on any third party's rights.

If submitting an insurance claim online is available, you may be redirected to a third-party's Web site. Beazley does not control any third-party Web site, and these Terms of Use do not apply to your use of any third-party Web site. Please be sure to read the terms of use (and privacy policy) of any third-party Web site you visit.

Modifications to Policies, Prices and Terms.

By providing information or other materials, such as insurance policy descriptions, on our Web Services, Beazley does not in any way promise that the information or other materials will remain available to you or that you will qualify for any of the products or services we offer. BEAZLEY RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRODUCTS, SERVICES, AND PRICING, EFFECTIVE IMMEDIATELY UPON POSTING ON OUR WEB SERVICES OR BY E-MAIL DELIVERY TO YOU.

In accordance with various applicable insurance laws and other regulatory restrictions, insurance products and services referenced on the Web Services may not be available or suitable for all jurisdictions and may not be offered by all the insurers within the Beazley family of companies.

Except as expressly stated herein, the information contained on these Web Services is not an offer to sell, bind or issue, or a solicitation to purchase, any insurance product or other product or service by Beazley. Rather, the information on our products and services is provided to you so you can learn what products Beazley generally offers. Please contact a designated Beazley representative or your insurance broker to find out which products and services are available to you in your jurisdiction. We may make improvements and/or changes to the products, services and/or programs described on these Web Services at any time without notice to you.

The Web Services do not amend, modify or supplement any insurance policy. Consult the actual insurance policy or your insurance broker or contact us for the name of a representative who can supply you with details regarding terms, conditions, coverages, exclusions, products, services and programs which may be available to you. Your eligibility for particular products and services offered by Beazley is subject to final determination of our underwriting qualifications and acceptance by Beazley's underwriting insurance company providing such products or services.

Security and Communications.

You should be aware that the Internet is not secure. If you choose to send any electronic communications by means of these Web Services, you do so solely at your own risk, and in doing so you consent to receive communications from us electronically. Beazley does not guarantee that electronic communications will not be intercepted or changed or that they will reach the intended recipient securely. Further, please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any applicable legal requirement that such communications be in writing.

Links to Third Party Websites.

These Web Services may contain hyperlinks to Web sites operated by persons or entities other than Beazley or any of its affiliates. Such hyperlinks are provided for your reference and convenience only. Please be aware that Beazley does not monitor, endorse or accept responsibility for the content on such Web sites or the operator or operations of such Web sites. You are solely responsible for determining the extent to which you may use any content or services provided at any other Web sites that you might link to from these Web Services. **You agree not to hold Beazley responsible or liable for the content or operation at any other Web site to which you**

might link from these Web Services. Selected content on Beazley's Web Services is provided by a third party. Beazley has no control over, and takes no responsibility for supplementing, correcting or updating that information. Furthermore, Beazley makes no warranties or representations to you of any kind whether with respect to such third-party content's accuracy, completeness, timeliness or otherwise. Beazley has no obligation to correct or update that information and shall not be liable to you for damages of any kind arising out of your access, inability to access or reliance upon any information contained or services offered in these other Web sites.

Disclaimers.

Your access to and use of these Web Services is at your sole risk. You are entirely liable for your activities. Beazley does not warrant to you the accuracy, completeness, timeliness, availability, usefulness or other characteristics of the Web Services or any Site Content. These Web Services and the information on it are provided solely on an "as is" and "as available" basis. Beazley makes no representation or warranty to you of any kind, express or implied, and hereby disclaims all warranties, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. Beazley does not warrant to you that these Web Services are free of viruses, worms, trojan horses or other harmful components.

Beazley shall not be responsible or liable, directly or indirectly, to you for any loss or damage, including any lost profits, lost revenue lost savings or any direct, incidental, punitive or consequential damages, caused by your use of, or reliance on, or inability to use or access, or delays in, or inaccuracies or errors or defects or omissions in, the Web Services, whether resulting from impaired or lost data, software or computer failure or any other cause, regardless of the claim as to the nature of the cause of action, and even if Beazley has been advised of the possibility of such damage or loss.

You hereby expressly and irrevocably release Beazley and its affiliates from any and all liability or responsibility for any damage caused, directly or indirectly, to you or any third party as a result of use of these Web Services or the Site Content, including any content or file downloaded or accessed. You specifically acknowledge that Beazley and its affiliates shall not be liable for your User Submissions, any claim content or the defamatory, offensive, harmful or illegal conduct of any third party, and that the risk of harm or damage from the foregoing rests entirely with you.

You agree that any cause of action or claim you may have against Beazley or any of its affiliates arising out of or relating to these Terms of Use or the Web Services must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

See below for potential exclusions and limitations in your jurisdiction to the above disclaimers.

Indemnification.

You agree to defend, indemnify and hold Beazley, its affiliates and their respective employees, agents, officers, directors, contractors, suppliers and other representatives harmless from and against all liabilities, damages, demands, settlements, claims, actions, costs and expenses (including reasonable attorneys' fees and expenses) in connection with or arising from: (i) your use of these Web Services, the Site Content, and/or your uploading of any insurance claim content, if available, as it may change from time to time; or (ii) your violation of these Terms of Use. Beazley may, if necessary, participate in the defense of any claim or action at your sole expense and any negotiations for settlement. Beazley reserves the right, on notice to you, to assume exclusive defense and control of any claim or action subject to indemnification by you, without relieving you of your indemnification obligations hereunder. Upon learning of a third-party claim that your use violates or allegedly violates a third party's rights, you agree promptly to notify Beazley. You agree to cooperate in good faith with us as reasonably required in the defense of any such claims, and you shall not in any event settle any such claim or matter without the prior written consent of Beazley.

See below for potential exclusions and limitations in your jurisdiction to the above disclaimers.

No Waiver

Except as expressly set forth in these Terms of Use, (a) no failure or delay by you or Beazley in exercising any of rights, powers or remedies under these Terms of Use will operate as a waiver of that or any other right, power or remedy, and (b) no waiver or modification of any term of these Terms of Use will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

Severability and Interpretation

If any provision of these Terms of Use is for any reason deemed invalid, unlawful, void or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms of Use, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms of Use (which will remain in full force and effect). **Any waiver of any provision of these Terms of Use must be in writing signed by an authorized representative of Beazley to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.** To the extent permitted by applicable law, you agree to waive, and you hereby irrevocably waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms of Use, the word will be deemed to mean "including, without limitation."

Availability of Products and Services; International Issues.

If you are from a non-U.S. country, please be aware that the laws in the United States are likely different from those of the country in which you are located. By using and providing information through the US Web Services, you are consenting to (and represent that you have authority to consent to), the transfer of such information to the United States for the uses and purposes

described in these Terms of Use (and any Additional Terms), and subject to our Privacy Policy which can be found at <https://www.beazley.com/en-us/privacy-and-cookies-statements>. If you are a user from another jurisdiction, please select the appropriate jurisdiction at the top of our Web Services that is applicable to your location.

Ability to Accept Terms of Use

You affirm that you are the age of majority in your jurisdiction and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. The Web Services are not intended for children under the age of eighteen (18). If you are under 18 years of age, then please exit now and do not use the Web Services.

Applicable Law.

These Terms of Use will be governed by, construed and enforced solely in accordance with the laws of the State of Connecticut without giving effect to its principles of conflicts of law or the application of any law of any other jurisdiction. Subject to the dispute resolution and arbitration provisions set forth below, you hereby irrevocably consent and submit to the person jurisdiction of the state and federal courts located in Connecticut.

If you are a consumer, however, this provision shall not be construed to limit your rights under any applicable consumer protection laws of your state or jurisdiction of residence to the extent such consumer protection laws may not be waived.

Dispute Resolution; Information Resolution and Formal Resolution by Arbitration / Class Action Waiver

In order to expedite and control the cost of disputes, you and Beazley agree that any legal or equitable claim relating to the use of these US Web Services or the purchase of any Beazley product or service from these Web Services (referred to as a “**Claim**” within this section) will be resolved as follows:

1. Informal Resolution:

You and Beazley will first attempt to resolve any Claim informally. In the event that any dispute between Beazley and you arises out of or relates to: (i) these Terms of Use; (ii) the Web Services; or (iii) the purchase of any US products or services from these Web Services, you and we agree to try to promptly resolve any such dispute informally. Please send a written notice describing the dispute to us.complaints@beazley.com.

2. Formal Resolution by Arbitration / Class Action Waiver.

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS AND REMEDIES, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. You agree that any dispute, controversy or Claim arising out of or relating to these Terms of Use, your use of the US Web Services, or the purchase of any products or services from these Web Services, or the determination of the scope or applicability of arbitration shall be governed as set forth below.

If you and Beazley cannot resolve a Claim informally, any Claim asserted by either party will be resolved only by binding arbitration (“**Arbitration**”). By agreeing to Arbitration, both you and Beazley understand and agree that all processes, such as a court action or administrative proceeding, to settle disputes shall be decided by a single arbitrator and that you are irrevocably waiving your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both you and Beazley each agree to settle disputes (except certain small claims as set forth below) only by Arbitration.

ARBITRATION MEANS THAT YOU WAVE YOUR RIGHT TO A JURY TRIAL.

The rules in Arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief and must honor the same limitations stated in these Terms of Use as a court would. You and Beazley agree that the Arbitration will be conducted under the American Arbitration Association Consumer Arbitration Rules (referred to as the “**AAA Rules**”) and under the rules set forth in these Terms of Use. If there is a conflict between AAA Rules and the dispute resolution rules set forth in these Terms of Use, the dispute resolution rules set forth in these Terms of Use will govern. In Arbitration you may seek any and all remedies otherwise available to you pursuant to the law of the governing jurisdiction. If you decide to initiate Arbitration, Beazley agrees to pay the Arbitration initiation fee and any additional required deposit required by AAA to initiate your Arbitration. You and Beazley agree to pay the costs of the Arbitration proceedings, provided however, that if you are a consumer you shall not be required to pay more than \$250.00 of the fees or such amount as the AAA Rules may later prescribe. All other fees, such as attorneys’ fees and expenses of travel to the Arbitration, will be paid in accordance with AAA Rules. The arbitration will be held at a location in your home town area if possible, unless you and Beazley both agree to another location or telephonic Arbitration. To initiate Arbitration, you or Beazley must do the following things:

1. Write a demand for Arbitration. The demand must include a description of the Claim with reasonable particularity and the amount of damages sought to be recovered. You can file a Demand for Arbitration at <https://www.adr.org/> .
2. Send one copy of the Demand for Arbitration to the other party.

Special rules in the Arbitration Proceeding.

1. Except for errors of law, the arbitrator’s decision shall be final and binding on all parties and may be enforced in any court that has jurisdiction.
2. Neither you nor Beazley shall be entitled to join or consolidate Claims in Arbitration by or against other individuals or entities or arbitrate any Claim as a representative member of a class or in a private attorney general capacity.

THIS MEANS THAT YOU IRREVOCABLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER.

Accordingly, you and Beazley agree that the AAA Class Action Rules do not apply to our Arbitration. A court may sever any portion of this dispute resolution provision if it finds such unenforceable, except for the prohibition on class, representative and private attorney general arbitrations. Notwithstanding the obligation to arbitrate all Claims under these Terms of Use, you may assert an individual Claim in small claims court in lieu of Arbitration.

To the extent permitted by applicable law, if any dispute or Claim results in a lawsuit, you and we knowingly and voluntarily agree that a judge, without a jury, will decide the case. YOU UNDERSTAND AND KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE IRREVOCABLY WAIVING THE RIGHT TO A TRIAL BY JURY.

Exclusions and Limitations; Consumer Protection Notice.

If you are a consumer, the provisions in these US Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of your state of residence or jurisdiction. Certain states, like New Jersey, have heightened consumer protection laws that may make certain terms of these Terms of Use inapplicable to you. Specifically, if you are a New Jersey consumer, certain of these Terms of Use do not limit or waive your rights as a consumer under New Jersey law and the provisions in these Terms of Use, as they pertain to you, are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey. No provision of these Terms of Use shall limit or waive your rights as a consumer under the law of your state of residence. In any event, Beazley reserves all rights, defenses and permissible limitations under the law of your state of residence or jurisdiction.

User Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information that you provide to Beazley (“**User Submissions**”) are not confidential and you grant Beazley a worldwide, royalty-free, perpetual, irrevocable, sublicenseable, transferable license to distribute, publish, modify, edit, create derivative works or otherwise use your User Submissions. Beazley shall be entitled to the unrestricted use and dissemination of these User Submissions for any purpose, commercial or otherwise without any acknowledgement of or compensation to you.

Contact Us

If you have any questions regarding our Terms of Use, practices, or your use of our Web Services, please contact us at:

Beazley Group
65 Memorial Road, Suite 320
West Hartford, Connecticut 06107

All other feedback, comments, requests for technical support and other communications relating to the Web Services should be directed to info@beazley.com.

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