

SMALL CLAIMS PORTAL

Compensator Terms

These conditions of use set out the terms and conditions on which the Compensator (as defined below) may access and use the Portal provided by Official Injury Claim Limited ("OICL"), a company incorporated in England and Wales with company number 11752037 (the "Compensator Terms").

By completing Registration (as defined below), the Admin User confirms that he or she has authority to bind the Compensator and acknowledges and agrees on behalf of the Compensator that these Compensator Terms are legally binding on the Compensator and all Authorised Users. OICL reserves the right to vary and amend these Compensator Terms from time to time. Any amendments will be published on the OICL Website and the Compensator's continued use of the Portal will be taken as the Compensator's agreement to the current version of the Compensator Terms.

1. Definitions

1.1 In these Compensator Terms:

"A2A"	means the method of messaging the Portal systems by means of an XML or other communication from one software application to another;
"Access Details"	the unique password and passphrase of each Authorised User, used in conjunction with the Authorised User ID, to gain web-based browser access to the password protected section of the Portal;
"Admin User"	the senior employee of the Compensator who has been authorised by the Compensator to enter into these Compensator Terms on behalf of the Compensator and who shall have day-to-day responsibility for the administration of the Authorised Users' Access Details, Authorised User Account and Authorised User ID and the on-boarding of Authorised Users, together with any other senior employees of the Compensator who are subsequently so authorised following Registration;
"Affiliate"	means any party involved in the provision of Services by or on behalf of OICL under these Compensator Terms;
"Anonymised Portal Data"	has the meaning given in Clause 7.3;
"Applicable Law"	means all applicable statutory rules, regulations, instruments and provisions in force from time to time including the legally binding rules, codes of practice, practice requirements and accreditation terms

stipulated by any Regulatory Body to which a party is subject from time to time;

“Authorised Users”	means the Admin User(s) and those employees or agents (including third party administrators) of the Compensator who have been authorised by the Admin User(s) to access the Portal using an Authorised User ID and Access Details in accordance with Clause 3.5;
“Authorised Account”	User means the account established by OICL for an Authorised User on request by an Admin User, referable to their Authorised User ID, for the purpose of allowing the Authorised User to access the password protected section of the Portal;
“Authorised User ID”	means the unique identification reference given to each Authorised User, to be used in conjunction with the each Authorised User’s Access Details to enable the Authorised User to gain web-based browser access to the password protected section of the Portal;
“Business Day”	means any day save for Saturday, Sunday and public holidays in England and Wales;
“Business Hours”	means the period from 9.00 am to 5.00 pm on any Business Day;
“Civil Procedure Rules”	means the procedural code relating to the conduct of civil litigation in England and Wales issued by the UK Ministry of Justice;
“Claim”	means a claim made by a Claimant under and subject to the Pre-Action Protocol;
“Claimant”	means an individual who is the subject of a Claim and whose details may be submitted via the Portal;
“Claimant User”	means an (i) individual Claimant pursuing a Claim through the Portal without the assistance of a lawyer or other regulated representative; or (ii) a claimant lawyer or other regulated claimant representative duly authorised to conduct litigation in England and Wales, who is representing an individual Claimant and pursuing a Claim on their behalf via the Portal;
“Claims Data”	means such information about a Claim as may be submitted via the Portal by a Claimant User via the web based browser application or by A2A (as applicable)

from time to time (including, but not limited to, any Personal Data of the Claimant);

“Compensator”

means an insurance company or other entity with a legal obligation to compensate Claims under the Road Traffic Act 1988, accessing the Portal to use the Services pursuant to these Compensator Terms, together with any other member of its corporate group;

“Confidential Information”

means all information which is marked or designated confidential or should otherwise be considered confidential due to its nature which is disclosed by one party to the other in connection with these Compensator Terms whether before or after the date of entry into these Compensator Terms in respect of the disclosing party and its business and operations whether in writing, orally or by other means (including but not limited to commercial, financial, technical or other documents, software, know-how, information relating to licensors, suppliers and subcontractors and all messages, instructions, data and information passed or transmitted via the Portal);

“Data”

means the data (or any part of it) provided to the Compensator and its Authorised Users by OICL via the Portal or otherwise in relation to the provision of the Services, which for the avoidance of doubt shall include Personal Data and Claims Data;

“Data Protection Legislation”

Protection

all applicable privacy and data protection laws including the GDPR and any applicable national implementing laws, regulations and secondary legislation in England and Wales (including the Data Protection Act 2018) relating to the Processing of Personal Data (or in the event that the UK leaves the European Union, all equivalent legislation enacted in the UK in respect of the protection of Personal Data) and the privacy of electronic communications, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);

“Data Subject”

shall have the meaning set out in the Data Protection Legislation;

“GDPR”

means the General Data Protection Regulation ((EU) 2016/679);

“MedCo”	means MedCo Registration Solutions, a company limited by guarantee, incorporated in England under company number 09295557;
“MRO”	means medical reporting organisation;
“OICL Website”	means www.officialinjuryclaim.org.uk
“Permitted Purpose”	means: <ul style="list-style-type: none">(a) Registration by the Admin User, and subsequent login of the Admin User and Authorised Users on behalf of the Compensator;(b) the tracking of Claims and review of Claims Data submitted by Claimant Users by Authorised Users through the Portal; and(c) the communication between Authorised Users and Claimant Users via the Portal for the purposes of progressing a Claim;
“Personal Data”	shall have the meaning set out in the Data Protection Legislation, as Processed by the Compensator or OICL in the context of these Compensator Terms;
“Personal Data Breach”	shall have the meaning set out in the Data Protection Legislation;
“Portal”	the OICL branded online application, including other applications and/or software (as modified by OICL from time to time), which shall provide the Compensator and its Authorised Users with web based browser and/or A2A means with which to access and review the Claims Data and communicate with Claimant Users;
“Pre-Action Protocol”	means the relevant pre-action protocol and such related rules as may be established and amended from time to time by Parliament through the Ministry of Justice, applicable to claims that may be pursued via the Portal;
“Privacy Notice”	means the notice containing the information required to be provided to Authorised Users in connection with the Processing of their Personal Data by the Data Protection Legislation, available here (as may be amended by OICL from time to time);

“Process”	shall have the meaning set out in the Data Protection Legislation and “Processing” or “Processed” shall be interpreted accordingly;
“Professional User”	means an organisation of claimant lawyers duly authorised to conduct litigation in England and Wales or other regulated claimant representatives duly authorised to conduct regulated claims management activity in England and Wales, in each case that represents Claimants and pursues Claims on behalf of such Claimants via the Portal;
“Registration”	has the meaning given in Clause 3.1;
“Regulatory Body”	means any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with the activities carried on by any party or any part, division or element thereof in respect of the activities carried out pursuant to these Compensator Terms;
“Relevant Claim”	means a Claim which has been allocated to the Compensator through the Motor Insurance Database or related procedures;
“Services”	means such services to be provided by or on behalf of OICL to the Compensator from time to time in accordance with these Compensator Terms, as are necessary for, or ancillary to, the achievement of the Permitted Purpose;
“System”	means the computer system (including any hardware and software) of the Compensator used by Authorised Users to access the Portal and in the case of access by A2A only, this includes the “User Interface” as defined in Schedule 1);
“Tax”	means all taxes, levies, duties and imposts and any charges, deductions or withholdings in the nature of tax, together with all penalties, charges and interest relating to any of them or to any failure to file any return required for the purposes of any of them;

1.2 In these Compensator Terms:

- (A) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and shall include any subordinate legislation made from time to time under that statute or statutory provision;

- (B) references to “clause” or “clauses” are to clauses of these Compensator Terms;
- (C) reference to any gender includes any other gender and the singular includes the plural and vice versa;
- (D) references to “**indemnity**” and “**indemnifying**” any person against any circumstances include indemnifying and keeping him harmless on an after-Tax basis from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs or expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- (E) any indemnity being given or assumed on an “**after-Tax basis**” means that the amount payable pursuant to such indemnity shall be calculated in such a manner as will ensure that, after taking into account:
 - (i) any Tax required to be deducted or withheld from the payment;
 - (ii) the amount and timing of any additional Tax which becomes payable by the recipient of the payment as a result of the payment being subject to Tax in the hands of the recipient; and
 - (iii) the amount and timing of any Tax benefit which is obtained, by the recipient of the payment to the extent that such Tax benefit is attributable to the matter giving rise to the payment obligation,
- the recipient of the indemnity payment is in the same position as it would have been in if the matter giving rise to the payment had not occurred (or, in the case of a payment obligation arising by reference to a matter affecting a person other than the recipient of the payment, the recipient of the payment and that other person are, taken together, in the same position as that in which they would have been had the matter giving rise to the payment obligation not occurred), provided that the amount of the payment shall not exceed that which it would have been if it had been regarded for all Tax purposes as received solely by the recipient and not any other person;
- (F) the headings are for ease of reference only and shall not affect the construction of these Compensator Terms; and
- (G) the word “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context.

2. Conditions of access

- 2.1 Authorised Users will be granted access to the password protected section of the Portal only upon successful Registration with OICL by the initial Admin User on behalf of the Compensator and, subsequently, the opening of an Authorised User Account for the Portal, in accordance with Clause 3 below.

- 2.2 OICL shall have the absolute right (to the extent permitted by Applicable Law) to limit or withdraw, without liability, Authorised Users' access to the Portal at any time without reason and retrieve such information from any equipment used to access the Portal as OICL may deem necessary in order to:
- (A) comply with Applicable Law;
 - (B) protect its security; or
 - (C) enforce the provisions of these Compensator Terms.

- 2.3 OICL shall use its reasonable endeavours to notify the Compensator before OICL withdraws the Compensator's access to the Portal or as soon as reasonably practicable thereafter.

3. Registration

Authorised User Account

- 3.1 Prior to Authorised Users being able to access the password protected section of the Portal, the initial Admin User must first register with OICL by following the on-screen instructions and completing the relevant application form ("Registration"), and then, subsequently open an Authorised User Account for each Authorised User.
- 3.2 By completing the Registration process and submitting the relevant application form, the Admin User confirms and agrees on behalf of the Compensator that:
- (A) all of the information relating to the Compensator and Authorised Users, provided by the Admin User as part of the Registration process is true, accurate and complete in all material respects;
 - (B) the Compensator has obtained all governmental and other consents, licences, authorisations or otherwise that are required in connection with use of the Portal and Services and such consents, licences and authorisations are in full force and effect and any conditions relating to such requirements have been complied with;
 - (C) the Admin User has been authorised by the Compensator to accept these Compensator Terms on behalf of the Compensator; and
 - (D) the Admin User has full authority to manage the access rights of Authorised Users to the Portal and the Services in accordance with these Compensator Terms.
- 3.3 Registration constitutes an offer from the Admin User to OICL and all Registrations are subject to acceptance by OICL.

- 3.4 OICL will (at OICL's sole discretion) confirm its acceptance of Registration via electronic communication in writing to the Admin User following submission to OICL of all information required by the relevant application form.

Registration of Authorised Users

- 3.5 The Admin User(s) may register such number of employees or agents of the Compensator as Authorised Users (including additional Admin Users) as are reasonably required by the Compensator in connection with the Services.
- 3.6 The Admin User(s) confirms on behalf of the Compensator that it shall only register as Authorised Users individual employees or agents of the Compensator who have been authorised to (on behalf of the Compensator) and for whom it is necessary (for the purposes of their role at or on behalf of the Compensator) to access the Portal and use the Services.

4. Grant of licence

- 4.1 Subject to the Compensator's full compliance with these Compensator Terms, OICL hereby grants to the Compensator a limited, revocable, non-exclusive, non-sublicensable and non-transferable licence to use web browser based access to the Portal only in accordance with these Compensator Terms, and solely to the extent necessary for the Permitted Purposes, until such time as the agreement incorporating these Compensator Terms is suspended or terminated (regardless of the cause). Any rights not expressly granted the Compensator in these Compensator Terms are reserved and retained by OICL and/or its third parties.
- 4.2 If the Compensator requires A2A access for its Authorised Users to the Portal, then such access is granted pursuant and subject to the terms of Schedule 1 of these Compensator Terms and is governed by those terms in addition to the other terms of these Compensator Terms.
- 4.3 The Compensator acknowledges and agrees that it has no interest in or right of ownership whatsoever (including any intellectual property right) in the Portal or any of its content and acknowledges and agrees that if any such right does arise, the Compensator shall promptly on the written instruction of OICL assign or procure the assignment of such rights or ownership irrevocably to OICL (or such other party or parties nominated by OICL).
- 4.4 The Compensator (through its Authorised Users) shall only be permitted to view and use Data via the Portal that relates to the Compensator or a Relevant Claim. If the Compensator or an Authorised User receives any data or other information via the Portal that does not relate to the Compensator or Relevant Claim(s), the Compensator shall notify OICL as soon as practicable on becoming aware of this (but in any event within 12 hours) and immediately delete from its System any such data and other information that has been downloaded via the Portal.
- 4.5 Where a Claim has been allocated to the Compensator as a Relevant Claim, but it is subsequently determined (including as a result of the Compensator's review and rejection of the Claim) not to be a Relevant Claim, the Compensator shall ensure that any data and

other information it holds in relation to that Claim is held on its System for no longer than is required in accordance with the Permitted Purpose.

- 4.6 All intellectual property rights in the Portal are either owned by or licensed to OICL and nothing herein shall constitute an assignment, transfer or vesting of such intellectual property rights in or to the Compensator (or any Authorised User). The Compensator shall not (and shall procure that its Authorised Users will not) do anything that may be considered an infringement of the intellectual property rights owned by and/or licensed to OICL as set out herein and the Compensator shall not (and shall procure that its Authorised Users shall not) use the name, trademark or logo of OICL or the Portal without the prior written consent of OICL.

5. Compensator's obligations when accessing the Portal

- 5.1 The Compensator acknowledges and agrees that access to and use of the Portal by its Authorised Users is subject to the Compensator's continued compliance with the Compensator Terms.
- 5.2 The Compensator shall immediately inform OICL of any breach by it or any of its Authorised Users of these Compensator Terms.

Compensator's conduct whilst using the Portal

- 5.3 The Compensator is fully responsible for ensuring, and shall ensure, that all information entered into the Portal by its Authorised Users is accurate, complete and lawful. The Compensator will notify OICL and any relevant Claimant User promptly (and in any event within seven days) if it reasonably believes that the Portal appears to contain an error or on becoming aware of any information that would render any information that the Compensator has previously supplied via the Portal untrue, inaccurate or misleading in any respect. The Compensator hereby acknowledges and agrees that after such information is submitted via the Portal it cannot be edited or amended and that OICL shall have no liability whatsoever in relation to any inaccuracies, incompleteness and unlawfulness.
- 5.4 The Compensator will ensure that its Authorised Users do not access the Portal from another country if it is not permissible to do so in that country, and acknowledges that it is the Compensator's responsibility to check the legal position in other countries. If any Authorised Users access the Portal from a country outside the United Kingdom, or any country which limits electronic communications of the kind contained in the Portal, the Compensator is responsible for ensuring that those Authorised Users comply with the local laws of that country and agree that the Compensator will indemnify OICL on an after-Tax basis against any and all losses, liabilities, damages and expenses (including legal fees on a full indemnity basis) incurred by or awarded against OICL as a result of the Compensator's failure to comply with this obligation. This Clause 5.4 shall not restrict the ability of an Authorised User to transfer Data into the Compensator's own claims handling system, or that of an authorised third party administrator, to the extent otherwise permitted by these Compensator Terms.

- 5.5 The Compensator is responsible for any third party service (including but not limited to 'internet service providers') through which its Authorised Users access the Portal, including compliance with any terms and conditions applicable to, and payment of any charges connected with, any such service.
- 5.6 The Compensator is responsible for ensuring its own compliance (and the compliance of its Authorised Users) with any legal processes and procedures relating to Claims (including but not limited to those set out in the Civil Procedure Rules) and OICL shall not advise the Compensator or its Authorised Users in respect of issues relating to compliance with such legal processes and procedures.

System requirements

- 5.7 It is the responsibility of the Compensator to ensure that its System is at all relevant times compatible with and appropriate for the purpose of accessing the Portal and the Compensator shall employ reasonable information technology related competency, skill and knowledge in relation to its Authorised Users' access to the Portal. OICL shall have no liability whatsoever to the Compensator, its Authorised Users or any third party for any losses which may arise from a failure by the Compensator to comply with this obligation. Additional conditions applicable to the Compensator's System for A2A access to the Portal are set out in Schedule 1.
- 5.8 The Compensator is responsible for checking the OICL Website for announcements made by OICL relating to changes to the Portal, the Services, and/or these Compensator Terms ("Changes") and for ensuring its own compliance and that of its System, at its own cost, with any such Changes.
- 5.9 The Compensator is responsible for applying and maintaining good industry practice in relation to its IT systems to ensure that its System, and the systems used by its Authorised Users, are free of any computer virus or other harmful code and adequately maintained in every way. OICL will not accept any message or instruction that is sent using the Portal if the message or instruction contains a computer virus or other harmful code and these will be deleted. If such a message is falsely transmitted because of a breach of this condition by the Compensator or its Authorised Users, then the Compensator shall be fully liable for any resulting loss and shall indemnify OICL and its Affiliates on an after-Tax basis for any resulting loss suffered by them.

Authorised User Account and security

- 5.10 Unless expressly permitted in these Compensator Terms, the Compensator shall not permit any person other than its Authorised Users to access or use the Portal through its System and shall comply with all relevant security procedures notified to it by OICL from time to time. OICL shall have no liability whatsoever to the Compensator, its Authorised Users or any third party for any losses which may arise from a failure by the Compensator or its Authorised Users to comply with this obligation.
- 5.11 To enable Authorised Users to access and use the Portal, each Authorised User must correctly identify itself using its Authorised User ID and Access Details. The Compensator

agrees that OICL is entitled to rely on the use of the Authorised User ID and Access Details as adequate identification of its Authorised Users.

- 5.12 The Compensator shall procure that all Authorised Users comply with these Compensator Terms (to the extent applicable) as if they were the Compensator, and the Compensator shall remain primarily liable for any failure of such Authorised User to do so.
- 5.13 The Admin User(s) shall be responsible for ensuring that Authorised Users keep their Authorised User ID and Access Details secure. If an Admin User believes that someone who is not an Authorised User has obtained possession of an Authorised User ID and Access Details, the relevant Admin User must immediately contact customer.service@test-service.uk. OICL shall have no liability whatsoever to the Compensator, its Authorised Users or any third party for any losses (whether direct, indirect or consequential) caused by the use of an Authorised User ID and Access Details by persons who are not Authorised Users.
- 5.14 Authorised Users will be offered three attempts to enter their Authorised User ID and Access Details correctly when attempting to login to the Portal. If this information is entered incorrectly more than three times, the Authorised User's rights to use the Portal may be temporarily suspended and its account temporarily disabled by OICL.
- 5.15 The Compensator shall not, and will procure that its Authorised Users shall not, use any part of any infrastructure, network and/or communication devices or links relating to the Portal for purposes other than the Permitted Purpose.
- 5.16 The Compensator shall, and will procure that its Authorised Users shall, adhere at all times to any lawful instructions received from OICL in relation to its use of the Portal and the Data and shall respond to any enquiries from OICL relating to its access to and use of the Portal and the Data within one business day.
- 5.17 The Compensator shall not, and will procure that its Authorised Users shall not, use the Portal to engage in any conduct that could reasonably be expected to have a detrimental effect on the reputation of OICL or the Portal or do anything which will or might damage, interfere with, disrupt access to, interrupt or impair the functionality of the Portal.
- 5.18 The Admin User(s) acknowledges that it is responsible for all use made of the Portal by himself or herself and Authorised Users on behalf of the Compensator under their Authorised User ID and shall procure that:
 - (A) access to the Portal is limited to Authorised Users who have familiarised themselves with these Compensator Terms and have received training on the use of the Portal;
 - (B) the Authorised Users comply with all security procedures notified to the Admin User(s) by OICL from time to time;
 - (C) the system administrator of the Compensator will set passwords for Authorised Users at appropriate levels of security and when required will re-set passwords for Authorised Users;

- (D) that the user credentials of any Authorised User who ceases to be authorised by an Admin User to use the Portal are disabled immediately upon such authority being withdrawn;
- (E) regular reviews are conducted at a minimum of one review every three months of the requirement for each Authorised User to access the Portal (the “**Quarterly Reviews**”) and that the credentials of any Authorised User who no longer requires access are disabled immediately (and in any event within two Business Days following completion of the relevant Quarterly Review);
- (F) Authorised Users keep their Authorised User ID and Access Details in a secure place and these are not disclosed to any person other than the relevant Authorised User and the Admin User(s); and
- (G) Authorised Users do not leave their computer (or any other device) unsecured while connected to the Portal,

and OICL will not be liable for any consequences of failure by the Compensator or its Authorised Users to comply with the foregoing provisions.

Compensator's data protection obligations

- 5.19 The Compensator shall ensure that it has identified and documented a lawful ground for its Processing of such Personal Data (including Personal Data of Claimants) as it Processes pursuant to these Compensator Terms in accordance with Data Protection Legislation. The Compensator acknowledges that it is a controller (as defined in Data Protection Legislation) in relation to Personal Data it Processes pursuant to these Compensator Terms and that it will comply with its own obligations under the Data Protection Legislation.
- 5.20 The Compensator shall (and will procure that its Authorised Users shall) comply with Applicable Law (including Data Protection Legislation) in relation to any Data the Compensator and its Authorised Users receive as part of its use of the Portal or the Services.
- 5.21 Upon being allocated a Relevant Claim, the Compensator shall provide a copy of its privacy notice to the relevant Claimant promptly and in any event no later than required by Article 14 of the GDPR.
- 5.22 The Compensator shall not (and will procure that its Authorised Users shall not) attempt to access, use or otherwise Process any Data for any purpose other than a Permitted Purpose or in any manner incompatible with the Permitted Purposes.
- 5.23 The Compensator shall not (and will procure that its Authorised Users shall not) use for purposes other than the Permitted Purpose any part of any infrastructure, network and/or communication devices or links relating to the Portal and will implement and maintain appropriate technical and organisational measures to ensure Data is kept secure in accordance with Applicable Law which, for the avoidance of doubt, includes the Data Protection Legislation.

- 5.24 The Compensator shall inform OICL immediately as soon as it becomes aware of, or reasonably suspects, any unauthorised use and/or disclosure of any Data.
- 5.25 The Compensator shall not (and shall procure that its Authorised Users shall not):
- (A) transfer Data to any third party who is not strictly required to receive that Data for the Permitted Purpose; or
 - (B) permit any third party to access the Portal or the Data who is not strictly required to receive such access for the Permitted Purpose, and
 - (C) if the Compensator or its Authorised Users do transfer to, or permit access by, third parties in accordance with this Clause 5.25, the Compensator shall put appropriate safeguards, including contractual obligations, in place to ensure any such third party will comply with Applicable Law (including Data Protection Legislation),
- and “**third party**” for the purpose of this Clause 5.25 means any person who is not the Compensator or an Authorised User.
- 5.26 If either party receives a request from an individual regarding the Personal Data it holds about that individual on the Portal in connection with the Services, that party will notify the other party as soon as practicable of the request and discuss with the other party how to deal with it (including in respect of how OICL may charge for the costs incurred and time spent in responding to any such requests).
- 5.27 Subject to Clause 5.28 and Clause 5.29, if OICL receives a request from an individual, which includes, for the avoidance of doubt, a Data Subject Access Request (“**DSAR**”) and a Personal Data portability request (“**Portability Request**”), regarding Personal Data entered by the Compensator or its Authorised Users in the Portal, or Processed by the Compensator or its Authorised Users in connection with the Services, the Compensator will fully support and co-operate with OICL in managing and complying with the request, including by:
- (A) in the case of a DSAR:
 - (i) providing copies free of charge of the Personal Data to the Data Subject who submits the DSAR (or providing copies free of charge to OICL for OICL to provide to the Data Subject); and
 - (ii) providing OICL with information which enables OICL to match a Data Subject’s DSAR request with the necessary criteria to search the Portal, should OICL experience any issues with the search criteria which is provided to it by a Data Subject exercising his or her DSAR right; and
 - (B) in the case of a Portability Request, assisting OICL with providing the Personal Data in a structured, commonly used, machine-readable and interoperable format.

- 5.28 If a Data Subject submits a request for rectification to OICL in relation to Personal Data entered on the Portal by the Compensator or its Authorised Users, OICL will notify the Compensator and the Compensator will be responsible for considering the validity of the request and where appropriate the Compensator will be responsible for complying with the request. The Compensator will notify OICL of the action it has taken within 15 days of OICL passing the request to the Compensator.
- 5.29 If a Data Subject submits a request for erasure of his or her Personal Data pursuant to the ‘right to be forgotten’ under the GDPR or a request to restrict Processing of his or her Personal Data to OICL, OICL will notify the Compensator and OICL will be responsible for considering the validity of the request and, if it is a valid request, for complying with it. The Compensator understands that Processing can be restricted only by deleting the relevant Claim from the Portal. OICL will notify the Compensator of the action taken within 15 days of OICL notifying the Compensator of the request.

6. The Portal

- 6.1 The Compensator acknowledges and agrees that:
- (A) the Portal enables Claimant Users and Authorised Users to communicate electronically pursuant to the Civil Procedure Rules for the Permitted Purpose and OICL makes no representation or warranty that the Portal is compliant with the Civil Procedure Rules;
 - (B) nothing contained on the Portal constitutes or is intended as a recommendation or as advice or an advertisement, inducement or offer of any kind;
 - (C) the Portal is provided on an “as is” and “as available” basis and OICL does not warrant or guarantee the availability of access to the Portal, the Services or the provision of Data (or any of them) and (without prejudice to any other right or remedy OICL may have), OICL reserves the right to withdraw the Portal, the Services and the provision of Data (or any of them) without notice to the Compensator at any time and at OICL’s absolute discretion, including (without limitation) in order to undertake maintenance of the Portal website, in the event of a network failure or for compliance or security reasons;
 - (D) OICL reserves the right to alter or modify the provision to the Compensator of access to the Portal or the Services or the Data in order to comply with any regulatory requirements or reflect any changes in support requirements or to improve, amend or extend the Portal or the Services;
 - (E) OICL shall not have any liability to the Compensator for any non-availability or interruption in the operation of the Portal or for any failure or delay of a communication which is beyond OICL’s direct and reasonable control; and
 - (F) it is the responsibility of the Compensator and its Authorised Users to ensure that any communications are sent in sufficient time to be received within any applicable deadlines.

7. Collection and use of data by OICL

- 7.1 Subject to Clause 7.2, use of the Portal may involve the collection by OICL of information submitted by or relating to the Compensator and its Authorised Users, including:
- (A) in order to deal with any enquiry relating to use of the Portal;
 - (B) in order to administer and/or manage our relationship with the Compensator and its Authorised Users;
 - (C) in order to conduct quality assurance and compliance monitoring;
 - (D) in order to conduct maintenance of the Portal;
 - (E) in order to audit and analyse how the Portal (or any part of it) is being used;
 - (F) in order to conduct such investigations as may be required to protect the reputation of the Portal;
 - (G) where OICL (in its sole discretion) considers appropriate, in order to co-operate with enquiries from parties that have an interest in the Portal (including, for the avoidance of doubt, UK governmental authorities and regulatory bodies); and
 - (H) where the information is Personal Data, for the purposes described in our Privacy Notice.
- 7.2 OICL will Process any Personal Data submitted by the Authorised Users of the Compensator via the Portal in accordance with Data Protection Legislation.
- 7.3 Subject to Clause 7.4, OICL will make available to Compensators and Professional Users certain anonymised statistical data relating to the use of the Portal (the “**Anonymised Portal Data**”).
- 7.4 OICL will determine the means of making the Anonymised Portal Data available and may (in its sole discretion) at any time suspend or cease to provide the Anonymised Portal Data (or any part of it) to Compensators and Professional Users, or change the scope of Anonymised Portal Data that OICL makes available to Compensators and Professional Users.
- 7.5 Any Anonymised Portal Data made available by OICL to Compensators and Professional Users is provided for information purposes only and OICL makes no representation or warranty (express or implied) as to the accuracy, adequacy, completeness or fairness of any Anonymised Portal Data provided to Compensators and Professional Users and, so far as permitted by law, no responsibility or liability whatsoever is accepted by OICL for the accuracy or sufficiency of the Anonymised Portal Data or for any errors, omissions or misstatements relating thereto.

8. Audit

- 8.1 OICL (or its representatives) may, on reasonable notice during Business Hours and subject to complying with all reasonable requests of the Compensator in relation to security and confidentiality, conduct an audit to assess the Compensator's compliance with the Compensator Terms and Data Protection Legislation (an "**Ordinary Course Audit**"). An Ordinary Course Audit shall be conducted no more than twice every 12 months, and the Compensator and OICL shall each bear their own costs relating to an Ordinary Course Audit.
- 8.2 In the event of a Personal Data Breach affecting Personal Data held by the Compensator in connection with the Services, OICL (or its representatives) may, promptly after being notified by the Compensator of that Personal Data Breach, during Business Hours and subject to complying with all reasonable requests of the Compensator in relation to security and confidentiality, conduct an audit to assess the Compensator's compliance with the Compensator Terms and Data Protection Legislation in specific relation to that Personal Data Breach (a "**Data Breach Audit**"). The Compensator shall bear all costs relating to a Data Breach Audit.

9. Limitations of liability and indemnity

- 9.1 Except as expressly set out in these Compensator Terms, warranties and representations whether express or implied by statute, common law or otherwise in relation to the use of the Portal by any Compensator in accordance with these Compensator Terms, are excluded to the full extent permitted by law.
- 9.2 The Compensator is responsible for the information it and its Authorised Users make available through the Portal. OICL makes no representation or warranty as to the correctness, completeness, availability, suitability, ownership or usefulness (for a specified purpose or otherwise) of any of the information on or provided to the Compensator via the Portal (including the Data and any information provided by Claimant Users).
- 9.3 OICL shall not accept liability for any claims by the Compensator or its Authorised Users for damages or loss arising from inaccurate records kept by the Compensator or its Authorised Users. The Compensator is at all times responsible for informing OICL of any errors or omissions in, or caused by, the use of the Portal by the Compensator (or its Authorised Users) immediately after the Compensator (or any Authorised User) become aware of them.
- 9.4 The Compensator acknowledges that the Portal provides functionality to Claimant Users to facilitate their selection of an accredited medical expert or MRO, to prepare a medical report in connection with their Claim. All medical experts and MROs whose details are provided to Claimant Users via the Portal are independently accredited by MedCo and OICL makes no representation or warranty as to the suitability, fitness, quality or training of any such medical experts or MROs. The Compensator acknowledges that the selection of a medical expert or MRO in respect of a Relevant Claim is the responsibility of Claimant Users. Accordingly, OICL is not responsible for, and shall in no circumstances be in any

way liable for, any action or omission of any medical expert or MRO in connection with a Relevant Claim or in their interactions with the Compensator.

- 9.5 The Portal provides certain functionality facilitating the uploading of information and materials by Claimant Users in connection with a Claim and the communication between the Compensator and a Claimant User for the purposes of progressing and settling Relevant Claims. The Compensator acknowledges that the accuracy and completeness of any information uploaded by Claimant Users to the Portal (including, in particular, any Claims Data) is the sole responsibility of the relevant Claimant User. Accordingly, OICL is not responsible for and shall in no circumstances be in any way liable for any decision, action or omission of any Claimant User or the Compensator in respect of any Relevant Claim and the Compensator hereby acknowledges and agrees that OICL shall not in any circumstances be liable whatsoever to the Compensator for any amounts agreed in respect of settled Claims.
- 9.6 If the Portal is unavailable for use by the Compensator and its Authorised Users, the Compensator acknowledges that such unavailability shall not relieve it from its obligations under the Civil Procedure Rules. It is the Compensator's responsibility to agree an alternative means of communicating and exchanging Data with the relevant Claimant User in the case of such a failure of the Portal and OICL shall have no liability to the Compensator, the Claimant User or any third party in respect of the Compensator's failure to comply with such obligation.
- 9.7 OICL shall not be liable for any defects in any network, direct or indirect failure of any power supplies, equipment, data Processing and communication systems or transmission links outside their control (including any middleware implemented by any Compensator).
- 9.8 To the fullest extent permitted by law and without prejudice to any other rights available to OICL, the Compensator hereby agrees to indemnify OICL and its directors, officers, employees, licensors and agents on an after-Tax basis from and against, and agree to pay on demand, any and all losses, liabilities, damages, costs and expenses (including legal fees on a full indemnity basis) incurred by or awarded against any of them, to the extent that they are the result of:
 - (A) the misuse or loss by the Compensator or any of its Authorised Users of an Authorised User ID or Access Details;
 - (B) abuse or misuse by the Compensator or any of its Authorised Users of the Portal in any form;
 - (C) any breach by the Compensator or any of its Authorised Users of these Compensator Terms;
 - (D) failure by the Compensator or any of its Authorised Users to comply with Applicable Law (including Data Protection Legislation);
 - (E) any Processing of Data by the Compensator or any of its Authorised Users outside the UK,

save to the extent that any such liability is caused by breach of these Compensator Terms by OICL or negligence wholly attributable to OICL.

9.9 Subject to Clause 9.10, neither OICL nor its directors, officers employees, licensors and agents shall be liable to any Compensator in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages whether direct or indirect arising out of or in connection with the use of the Portal or otherwise in connection with these Compensator Terms:

- (A) loss of profit;
- (B) loss of business;
- (C) loss of data;
- (D) loss of use of equipment or process;
- (E) loss of anticipated savings;
- (F) lost management time;
- (G) lost investment opportunity or goodwill;
- (H) loss resulting from any use of the Portal that is not authorised pursuant to these Compensator Terms;
- (I) loss arising due to a failure by the Compensator to upgrade and maintain its System and keep it compliant with the requirements of these Compensator Terms; or
- (J) any indirect, special or consequential loss or damage howsoever caused even if OICL has been advised of the possibility of such losses or damage in advance.

9.10 OICL does not exclude or restrict its liability for death or personal injury arising as a result of its negligence or fraud (including fraudulent misrepresentation) or to the extent such liability cannot be excluded or otherwise restricted by Applicable Law.

9.11 Subject to Clause 9.10, the maximum aggregate liability of OICL under or in connection with these Compensator Terms in respect of all claims by the Compensator against OICL giving rise to the liability of OICL whether for breach of contract, negligence or other tort or breach of statutory duty or otherwise shall not exceed £25,000.

10. Suspension by OICL

10.1 Subject to Clause 10.2, if OICL knows or has reasonable grounds to suspect that a Compensator or its Authorised User has committed or is intending to commit a breach of the Compensator Terms, OICL may, in its absolute discretion, suspend the Compensator's use of the Portal and Services (or one or more individual Authorised User Accounts referable to the Compensator):

- (A) immediately without notification to the Compensator, where such suspension is reasonably required in order to protect the Portal and the Services; or
 - (B) where the breach is not capable of remedy or the breach is so serious or significant as to justify, acting reasonably, immediate suspension, provided that OICL shall notify the Compensator of such suspension as soon as reasonably practicable thereafter; or
 - (C) if OICL notifies the Compensator in writing that it knows or has reasonable grounds to suspect that the Compensator or an Authorised User has committed a breach or is intending to commit a breach and requiring the breach be remedied within a defined period and if the Compensator does not remedy the breach within that period.
- 10.2 OICL may suspend Authorised User Accounts referable to the Compensator in accordance with Clause 10.1 until such time as arrangements have been made by the Compensator to OICL's reasonable satisfaction for remedying of the relevant actual or suspected breach.

11. Termination

Termination by OICL

- 11.1 OICL may terminate any agreement incorporating these Compensator Terms:
- (A) forthwith on written notice to the Compensator, if the provision by OICL of the Portal and Services is discontinued for any reason whatsoever; and
 - (B) forthwith in the event of any change in Applicable Law or court order or threatened court order or proceedings or threat of proceedings that materially impairs OICL's ability to provide the licenses, Services or access described in these Compensator Terms.
- 11.2 OICL may delete an individual Authorised User Account if the relevant Authorised User has not accessed or taken any steps within the Portal for a period in excess of 12 months, and there are no open Claims attributed to the relevant Authorised User Account.

Termination by Compensator

- 11.3 The Compensator may terminate any agreement incorporating these Compensator Terms forthwith on written notice to OICL in the event that:
- (A) the Compensator no longer has any active motor policies outstanding; and
 - (B) the limitation period in respect of the last of its active motor policies to be terminated has ended.

12. Consequences of termination

- 12.1 Following termination or expiry of any agreement incorporating these Compensator Terms:
- (A) the Compensator and its Authorised Users will no longer have the right to access the Portal or Services;
 - (B) OICL and the Compensator shall co-operate in good faith to agree and comply with an exit plan detailing the practical arrangements which are necessary and reasonable in the circumstances to close the Authorised User Accounts referable to the Compensator (including, for example, in respect of such limited access as may be required to download relevant information in the Portal that is required to progress any Relevant Claim) in order to enable the Claimant User to progress their Claim in accordance with the Pre-Action Protocol otherwise than via the Portal.
 - (C) the accrued rights, remedies, obligations and liabilities of the Compensator and OICL as at termination shall not be affected, including the right to claim damages in respect of any breach of these Compensator Terms which existed at or before the date of termination; and
 - (D) clauses of these Compensator Terms which expressly or by implication have effect after termination shall continue in full force and effect.

13. Force Majeure

OICL shall not be liable to the Compensator for any failure or delay in performing its obligations under these Compensator Terms which is due to any cause beyond OICL reasonable control (OICL having used its reasonable endeavours to remove or avoid such cause) including, without limitation, strikes, labour disputes, natural disasters, war, riot, vandalism, terrorism, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, fire, flood and storm.

14. Confidentiality

- 14.1 All Confidential Information disclosed by one party to the other party under these Compensator Terms or passed or transmitted via the Portal shall be kept secret by the receiving party and shall be used by the receiving party only for purposes contemplated in these Compensator Terms. The receiving party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party, except that each party may disclose Confidential Information to its agents and professional advisers or as necessary in the performance of any agreement incorporating these Compensator Terms or operation of the Portal and to comply with any requirement of the courts, police or a Regulatory Body requiring such disclosure.

14.2 The foregoing obligations shall not apply to Confidential Information to the extent that it can be shown:

- (A) to be publicly available at the time of its disclosure or to have become publicly available thereafter other than as a result of a breach of any agreement incorporating these Compensator Terms by the receiving party; or
- (B) to have been in the possession of or to be known by the receiving party prior to its receipt from the disclosing party; or
- (C) to have become available to the receiving party from a source other than the disclosing party, which source is not bound by any duty of confidentiality owed in relation to such Confidential Information.

14.3 The provisions of this Clause 14 shall survive the termination or expiry of this agreement.

15. Disputes

15.1 A party to any agreement incorporating these Compensator Terms may give written notice to the other that a dispute, controversy or claim of whatever nature howsoever arising under, out of or in connection with these Compensator Terms (each a “**Dispute**”) has arisen (a “**Dispute Notice**”). Only one Dispute Notice may be served in respect of any one Dispute.

15.2 Within fourteen days of the date of service of a Dispute Notice, each of the parties shall prepare and send to the others a memorandum stating its understanding of the disagreement, its position in relation to the disagreement, its reasons for taking that position and any proposals for resolving the dispute.

15.3 If within twenty-eight days from the date of service of the Dispute Notice the parties shall have failed to resolve the disagreement, the matter shall be referred to a director of OICL and a representative of the Compensator of equivalent seniority, who shall be provided with copies of all such memoranda and shall as soon as reasonably practicable meet to discuss the disagreement and use commercially reasonable endeavours to resolve it.

15.4 Except where the remedy sought is specific performance or injunctive relief, no party may commence any court proceeding under Clause 20 of these Compensator Terms until fifty-six days after the serving of the Dispute Notice.

16. Assignment and Subcontracting

16.1 The Compensator (and its Authorised Users) shall not assign, sub-contract or transfer any of its rights or obligations under these Compensator Terms without the prior written consent of OICL, such consent not to be unreasonably withheld or delayed.

16.2 OICL may at any time assign, transfer, novate, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights, remedies, powers, duties and obligations under these Compensator Terms, and may subcontract or delegate in any

manner any or all of its obligations under these Compensator Terms, to any third party, without the consent of the Compensator.

17. Variations

- 17.1 OICL may change the Compensator Terms from time to time. Such changes will be notified to the Compensator via the OICL Website and at the Compensator's next log-in. The Compensator's continued use of the Portal will be deemed as acceptance of such amended Compensator Terms.
- 17.2 OICL shall give Compensators advance written notice by email of any material changes to the Compensator Terms or the Portal or Services as OICL deems adequate to allow the Compensator to implement such changes as may be necessary to ensure its compliance.

18. Notices

- 18.1 Any notice to be delivered by OICL to the Compensator under or in connection with these Compensator Terms shall be in writing and shall be:
 - (A) sent by email to the email address provided by the Admin User during Registration (or such other email address as may be associated with the Admin User from time to time, following an update by the Admin User of their contact information); or
 - (B) provided to any Admin User via a pop-up or click-through screen upon their next login to the Portal.
- 18.2 Any notice to be delivered to OICL under or in connection with these Compensator Terms shall be in writing and shall be:
 - (A) delivered by hand or by pre-paid first-class post or other next Business Day delivery service to The Company Secretary, Official Injury Claim Limited, Linford Wood House, 6-12 Capital Drive, Milton Keynes, MK14 6XT or such other address as OICL may notify to the Compensator from time to time; or
 - (B) sent by email to companysecretary@mib.org.uk or such other email address as OICL may notify to the Compensator from time to time.
- 18.3 Any notice shall be deemed to have been received:
 - (A) if delivered by hand, at the time the notice is left at the proper address;
 - (B) if sent by pre-paid first-class post, at the expiration of two clear days after the time of posting;
 - (C) if sent by email, at the time of transmission, or, if this time falls outside Business Hours, it shall be deferred until Business Hours resume; or

- (D) if provided to the Admin User via a pop-up or click-through screen, upon the Admin User logging into the Portal.

19. General provisions

- 19.1 No conduct or delay by OICL in exercising a right or remedy shall be taken as a waiver or variation of any of its rights or remedies unless OICL waive or vary such right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights or remedies in respect of any other matter.
- 19.2 If any of the provisions of these Compensator Terms is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in these Compensator Terms shall continue in full force and effect as if they had been executed with the invalid provision eliminated.
- 19.3 Nothing in these Compensator Terms shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 19.4 Nothing in these Compensator Terms will require either party to be in breach of Applicable Law.
- 19.5 Nothing in these Compensator Terms should be construed as indicating or giving rise to a joint venture or partnership.
- 19.6 These Compensator Terms constitute the entire agreement between the parties and supersede all previous drafts, agreements, arrangements and understandings between the parties, whether written or oral, relating to its subject matter. Each party acknowledges that, in agreeing to these Compensator Terms, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently), other than as expressly set out herein.

20. Governing law and jurisdiction

These Compensator Terms shall be subject to and construed in accordance with the law of England and Wales, and (subject to Clause 15 above) the English courts shall have exclusive jurisdiction to settle any dispute arising under these terms.

Schedule 1

A2A User Terms

The terms and conditions in this Schedule apply to any A2A related access by Authorised Users (on behalf of the Compensator) to the Portal and apply to such A2A access in addition to the terms in the front end of these Compensator Terms.

1. Definitions

For the purposes of this Schedule, the following capitalised words and expressions have particular meanings, as follows:

“API”	means the application user interface specification published for the Portal as issued by OICL to the Compensator from time to time, in such form as OICL may decide; and
“Change”	has the meaning given in paragraph 4.2 below; and
“User Interface”	means the Compensator’s custom user interface that allows its Authorised Users to connect to the API.

2. Confirmation

The Compensator agrees that it and its Authorised Users have no rights, other than those described in paragraph 3 of this Schedule, to use the API and expressly agrees not to modify, translate, adapt, reverse engineer, decompile or disassemble the source code and or object code comprising the Portal.

3. Permission to access the API and use the User Interface

Subject to these Compensator Terms, OICL grants the Compensator a revocable, non-exclusive, non-transferable licence (without the right to sublicense this right) to download or otherwise receive the API and use the User Interface to access the Portal for all or any of the following purposes:

- (A) the development and testing of the User Interface; and
- (B) connecting its Authorised Users to the Portal through the User Interface,

provided, however, that OICL reserves the right to revoke the licenses at sub-paragrpahs (A) and (B) if the Compensator or any Authorised User fails to comply with these Compensator Terms.

4. Compensator System

- 4.1 As of the date on which the Admin User completes Registration and acknowledges and agrees on the Compensator’s behalf of that these Compensator Terms are legally binding

on the Compensator and its Authorised Users, the Compensator represents and warrants that the User Interface it has developed conforms to the API. On the basis of such representation and warranty OICL grants the Compensator permission to use the User Interface to connect to the Portal on the licence terms herein subject to the remaining provisions of this paragraph 4. The Compensator is responsible for ensuring on an ongoing basis that its System is compatible with the Portal and with such technical specification as OICL may issue to the Compensator relating to system interoperability in order for its System to obtain or maintain OICL approval.

- 4.2 The Compensator agrees and understands that OICL, its licensors or persons working on its behalf, may from time to time change, modify, enhance or replace the Portal, the API or other related systems in a way that impacts the Compensator's User Interface (each a "**Change**"). OICL agrees to use reasonable efforts to provide the Compensator with reasonable notice of such Changes. The Compensator shall bear the sole responsibility and expense of making any changes to its User Interface that are necessary as a result of these Changes. The Compensator agree to implement any changes required and described by written notice from OICL in the manner and within the time limits provided for in any such notice and in accordance with any testing and conformance requirements as may be specified by OICL from time to time.
- 4.3 The Compensator must ensure that its development of the API is compliant at all times with any technical specifications published by OICL on the OICL Website (as may be amended or updated from time to time). OICL reserves the right to suspend Authorised Users' A2A access to the Portal in the event of noncompliance with such technical specifications and (without prejudice to this right) may require the Compensator to take steps to rectify the Compensator's development to bring it within the technical specifications.
- 4.4 OICL will from time to time publish training guides, technical specifications for the API and other relevant information on the OICL Website. Authorised Users must familiarise themselves with these documents and ensure that the Admin User(s) must ensure that their use of the system is at all times fully in compliance with such documents. The Admin User(s) is responsible for checking the OICL Website for announcements made by OICL relating to changes to such documents.