

**GENERAL CONDITIONS OF USE FOR SMALL CLAIMS PORTAL  
DIRECT APPLICANTS**

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

These General Conditions of Use are legally binding on all Users of the Portal. OICL reserves the right to vary and amend these General Conditions of Use from time to time. Any amendments will be published on the OICL Website and Your continued use of the Portal will be taken as Your agreement to the current version of these General Conditions of Use. You will not be able to proceed to the Portal unless You agree to be bound by these General Conditions of Use.

**1. Definitions**

1.1 In these General Conditions of Use:

**“Access Details”** the unique password and passphrase of the User, used in conjunction with the User ID, to gain web-based browser access to the password protected section of the Portal;

**“Affiliate”** means any party involved in the provision of Services by or on behalf of OICL under these General Conditions of Use;

**“Anonymised Portal Data”** has the meaning given in Clause 8.3;

**“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;

**“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;

<b>“Claim”</b>	means a claim made by a Claimant under and subject to the Pre Action Protocol;
<b>“Claimant”</b>	means an individual who is the subject of a Claim and whose details may be submitted via the Portal;
<b>“Claims Data”</b>	means such information about a Claim as may be submitted via the Portal by a User from time to time (including, but not limited to, any Personal Data of the Claimant);
<b>“Compensator”</b>	means the relevant insurance company or compensator against which a Claim brought by a Claimant is made via the Portal;
<b>“Data”</b>	means the data (or any part of it) provided to You by OICL via the Portal or otherwise in relation to the provision of the Services;
<b>“Data Protection Legislation”</b>	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);
<b>“Data Subject”</b>	shall have the meaning set out in the Data Protection Legislation;
<b>“GDPR”</b>	means the General Data Protection Regulation ((EU) 2016/679);
<b>“MedCo”</b>	means MedCo Registration Solutions, a company limited by guarantee, incorporated in England under company number 09295557;
<b>“MRO”</b>	means medical reporting organisation;
<b>“OICL Website”</b>	means <a href="http://www.officialinjuryclaim.org.uk">www.officialinjuryclaim.org.uk</a> or such other URLs as may be notified to Users by OICL from time to time, from which Users will be provided with web-based access to the Portal;
<b>“Permitted Purpose”</b>	means:

- (a) the Registration, and subsequent login, of the User of the Portal;
- (b) the submission of Claims Data by the User to the Portal;
- (c) the tracking of Claims and the updating of Claims Data submitted through the Portal;
- (d) facilitating the obtaining of a medical report from an accredited medical expert or MRO in respect of a Claim via the Portal; and
- (e) the communication between the User and Compensator via the Portal for the purposes of progressing a Claim;

<b>“Personal Data”</b>	shall have the meaning set out in the Data Protection Legislation;
<b>“Portal”</b>	the OICL branded online application, including other applications and/or software (as modified by OICL from time to time), which shall provide the User with web based browser means to access and transmit the Claims Data and use certain functionality to facilitate the advancement of their Claim;
<b>“Pre Action Protocol”</b>	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;
<b>“Privacy Notice”</b>	means the notice containing the information required to be provided to Users in connection with the Processing of their Personal Data by the Data Protection Legislation, <a href="#">available here</a> (as may be amended by OICL from time to time);
<b>“Process”</b>	shall have the meaning set out in the Data Protection Legislation and <b>“Processing”</b> or <b>“Processed”</b> shall be interpreted accordingly;
<b>“Registration”</b>	has the meaning given in Clause 4.1;
<b>“Regulatory Body”</b>	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 General Conditions of Use;

<b>“Representative”</b>	<p>means a representative regulated by the Law Society, the Chartered Institute of Legal Executives or the General Council of the Bar, or an authorised representative regulated by the Financial Conduct Authority, who:</p> <p>(a) for the Claimant, provides advice as to the content of the Claim or takes steps in the Claim on the Claimant’s behalf and on their instructions, other than through the Portal Support Centre; or</p> <p>(b) for the Compensator, handles the Claim on their behalf;</p>
<b>“Services”</b>	<p>means such services to be provided by or on behalf of OICL from time to time in accordance with these General Conditions of Use, as are necessary for, or ancillary to, the achievement of the Permitted Purpose;</p>
<b>“System”</b>	<p>means the computer system (including any hardware and software) used by the User to access the Portal;</p>
<b>“Tax”</b>	<p>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;</p>
<b>“User” or “You” and “Your”</b>	<p>means an individual Claimant (referred to as a direct applicant) pursuing a Claim through the Portal without the assistance of a lawyer, regulated representative or other organisation which provides assistance to individual claimants in the course of their business;</p>
<b>“User Account”</b>	<p>means the account established by OICL for the User, referable to their User ID, for the purpose of allowing the User to access the password protected section of the Portal; and</p>
<b>“User ID”</b>	<p>means the unique identification reference given to the User, to be used in conjunction with the User’s Access Details to enable the User to gain web-based browser access to the password protected section of the Portal.</p>

1.2 In these General Conditions of Use:

- (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 General Conditions of Use;
- (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 General Conditions of Use; and
- (G) the word “include,” “includes,” “including” and “included” will be construed without limitation unless inconsistent with the context.

## 2. **Acceptance of General Conditions of Use**

2.1 By using the Portal, You agree, represent and warrant that:

- (A) You have read and agree to be bound by these General Conditions of Use; and
- (B) You have the authority and capacity to agree to these General Conditions of Use.

## 3. **Conditions of access**

3.1 You will be granted access to the password protected section of the Portal only upon:

- (A) Your completion of such vetting of You as OICL (at its absolute discretion), may require, including but not limited to the answering of the questionnaire stipulated by OICL from time to time and/or the making of any specified declarations; and
  - (B) Your successful Registration with OICL and the opening of Your User Account for the Portal, in accordance with Clause 4 below.
- 3.2 OICL shall have the absolute right (to the extent permitted by Applicable Law) to limit or withdraw, without liability, Your 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 General Conditions of Use.
- 3.3 OICL shall use its reasonable endeavours to notify You before OICL withdraws Your access to the Portal or as soon as reasonably practicable thereafter.

#### **4. Registration**

- 4.1 To access the password protected section of the Portal, You must first register with OICL and open a User Account by following the on-screen instructions and completing the relevant application form ("**Registration**").
- 4.2 You are only permitted to open a single User Account in Your own name, under which all Claim(s) pursued by You as a Claimant via the Portal shall be pursued.
- 4.3 By completing the Registration process and submitting the relevant application form, you confirm and agree that:
- (A) all of the personal and contact information relating to You, provided by You as part of the Registration process is true, accurate and complete in all material respects;
  - (B) You have not previously undertaken the Registration process and opened a User Account for the Portal in Your own name (or if you have done so, that any such previous User Account(s) have been deleted and You therefore are required to re-register);
  - (C) You believe that any and all facts relating to a Claim provided by you as part of the Registration process to be true; and
  - (D) You have not previously pursued a Claim through the Portal relating to the same incident or subject matter to which the present Claim for which
- 4.4 Registration constitutes an offer from You to OICL to open a User Account and all Registrations are subject to acceptance by OICL.

- 4.5 OICL will (at OICL's sole discretion) confirm its acceptance of Registration via electronic communication in writing to You, following:
- (A) verification by OICL that you do not have another existing User Account for the Portal registered under Your name;
  - (B) the successful completion by OICL of the vetting procedures referred to in Clause 3.1(A); and
  - (C) Your submission to OICL of all information required by the relevant application form.

## **5. Grant of licence**

- 5.1 Subject to Your full compliance with these General Conditions of Use, OICL hereby grants You a limited, revocable, non-exclusive, non-sublicensable and non-transferable personal licence to use web browser based access to the Portal only in accordance with these General Conditions of Use, and solely to the extent necessary for the Permitted Purposes, until such time as the agreement incorporating these General Conditions of Use is suspended or terminated, regardless of the cause. Any rights not expressly granted to You in these General Conditions of Use are reserved and retained by OICL and/or its third parties.
- 5.2 You acknowledge and agree that other than in respect of Claims Data provided by You via the Portal, You have no interest in or right of ownership whatsoever (including any intellectual property right) in the Portal or any of its content and You acknowledge and agree that if any such right does arise You 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).
- 5.3 You are only permitted to view and use Data via the Portal that relates to You or Your Claim(s). If You receive any data or other information via the Portal that does not relate to You or Your Claim(s), You shall notify OICL as soon as practicable on becoming aware of this (but in any event within 12 hours) and immediately delete from your System any such data and other information that you have downloaded via the Portal.
- 5.4 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 User. You shall 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 You shall not use the name, trademark or logo of OICL or the Portal without the prior written consent of OICL.

## **6. Your obligations when accessing the Portal**

- 6.1 You acknowledge and agree that Your access to and use of the Portal is subject to Your continued compliance with these General Conditions of Use.
- 6.2 You shall immediately inform OICL of any breach by You of these General Condition of Use.



***Your conduct whilst using the Portal***

- 6.3 You are fully responsible for ensuring, and shall ensure, that all information (including, without limitation, the Claims Data) entered into the Portal by You is accurate, complete and lawful. You will notify the relevant Compensator promptly (and in any event within seven days) if You reasonably believe that the Portal or the Claims Data appears to contain an error or on becoming aware of any information that would render any information that You previously supplied via the Portal to be untrue, inaccurate or misleading in any respect. You hereby acknowledge and agree that after such information is submitted via the Portal it cannot be edited or amended and OICL shall have no liability whatsoever in relation to any inaccuracies, incompleteness and unlawfulness.
- 6.4 You will not access the Portal from another country if it is not permissible to do so in that country, and acknowledge that it is Your responsibility to check the legal position in other countries. If You access the Portal from a country outside the United Kingdom, or any country which limits electronic communications of the kind contained in the Portal, You are responsible for complying with the local laws of that country and agree that You 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 Your failure to comply with this obligation.
- 6.5 You are responsible for any third party service (including but not limited to 'internet service providers') through which You access the Portal, including compliance with any terms and conditions applicable to, and payment of any charges connected with, any such service.
- 6.6 You are responsible for ensuring Your own compliance 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 You in respect of issues relating to compliance with such legal processes and procedures.
- 6.7 You will not access the Portal or use the Data in any way for the provision of commercial services (including, but not limited to, in relation to deciding whether to provide or offer any goods or services to any firm, company, undertaking or individual).

***System requirements***

- 6.8 It is Your responsibility to ensure that Your System is at all relevant times compatible with and appropriate for the purpose of accessing the Portal and You shall employ reasonable information technology related competency, skill and knowledge in relation to Your access to the Portal. OICL shall have no liability whatsoever to You or any third party for any losses which may arise from a failure by You to comply with this obligation.
- 6.9 You are responsible for checking the OICL Website for announcements made by OICL relating to changes to the Portal, the Services, these General Conditions of Use ("**Changes**") and for ensuring Your own compliance and that of Your System, at Your cost, with any such Changes.
- 6.10 You are responsible for applying good practice for personal computer users to ensure that Your System is free of any computer virus or other harmful code and adequately maintained in every way. OICL will not accept any message or instruction that You send 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 You, then You 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.

***User Account and security***

- 6.11 Unless expressly permitted in these General Conditions of Use, You shall not permit any person to access or use the Portal through Your System and You shall comply with all relevant security procedures notified to You by OICL from time to time. OICL shall have no liability whatsoever to You or any third party for any losses which may arise from a failure by You to comply with this obligation.
- 6.12 To enable You to access and use the Portal, You must correctly identify Yourself using Your User ID and Access Details. You agree that OICL is entitled to rely on the use of Your User ID and Access Details as adequate identification of You or any person(s) you have authorised to use the Portal on Your behalf.
- 6.13 You hereby acknowledge and agree that if you allow any person to use the Portal on Your behalf, you will procure that such person complies with these General Conditions of Use (to the extent applicable) as if they were the User, and You shall remain primarily liable for any failure of such person to do so.
- 6.14 You must keep Your User ID and Access Details secure and not disclose them to anyone who is not authorised to use them on Your behalf. If You believe that someone else has obtained possession of Your User ID and Access Details, You must immediately contact [customer.service@officialinjuryclaim.org.uk](mailto:customer.service@officialinjuryclaim.org.uk) OICL shall have no liability whatsoever to You or any third party for any losses (whether direct, indirect or consequential) caused by the use of Your User ID and Access Details by persons not authorised by You to use the Portal on Your behalf.
- 6.15 The User will be offered three attempts to enter their User ID and Access Details correctly when attempting to login to the Portal. If this information is entered incorrectly more than three times, the User's rights to use the Portal may be temporarily suspended and their account temporarily disabled by OICL.
- 6.16 You will 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.
- 6.17 You will 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.
- 6.18 As a User, You are responsible for all use made of the Portal under Your User ID and You should take adequate precautions, ensuring the following:
  - (A) bearing in mind that the use of communications via email (for example, for administrative purposes to contact OICL) is not a completely reliable or secure method of communication;

- (B) only You and any person(s) that you have authorised to use the Portal on Your behalf are able to access the Portal and You comply (and ensure that any such authorised person(s) comply) with all security procedures notified to You from time to time;
- (C) Your User ID and Access Details are kept in a secure place;
- (D) You do not disclose Your User ID or Access Details to any other person except as may be necessary and on a need to know basis;
- (E) You do not save Your User ID or Access Details on to Your computer (or any other device) or write them down;
- (F) You do not leave Your computer (or any other device) unsecured while You are connected to the Portal; and
- (G) You do not use the Portal from any computer connected to a local area network without first making sure that no-one else will be able to observe or copy Your User ID or Access Details or gain access to the Portal purporting to be You and that You do not access the Portal from an unsecured network,

and OICL will not be liable for any consequences of failure by any User to comply with the foregoing provisions.

- 6.19 As a User, you should not authorise any person(s) to use the Portal on Your behalf who is assisting you in the course of their business, whether or not they are a regulated organisation or lawyer. Such person(s) will need to agree to be bound by the general conditions of use applicable to professional users of the Portal, which are [available here](#).

***Your data protection obligations***

- 6.20 You will comply with Applicable Law (including Data Protection Legislation) in relation to any Data You receive as part of Your use of the Portal or the Services.
- 6.21 You will not attempt to access or use any Data for any purpose other than a Permitted Purpose or in any manner incompatible with the Permitted Purposes.

**7. The Portal**

- 7.1 The Portal enables Users to communicate electronically pursuant to the Civil Procedure Rules for the Permitted Purpose. OICL makes no representation or warranty that the Portal is compliant with the Civil Procedure Rules.
- 7.2 Nothing contained on the Portal constitutes or is intended as a recommendation or as advice or an advertisement, inducement or offer of any kind.
- 7.3 The Portal is provided on an "as is" and "as available" basis. 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 You at any time and at OICL's absolute discretion, including

(without limitation) in order to undertake maintenance of the OICL Website, in the event of a network failure or for compliance or security reasons.

7.4 OICL reserves the right to alter or modify the provision to the User 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.

7.5 OICL shall not have any liability to a User 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. It is Your responsibility to ensure that any communications are sent in sufficient time to be received within any applicable deadlines.

## 8. Collection and use of data by OICL

8.1 Subject to Clause 8.2, use of the Portal may involve the collection by OICL of information submitted by or relating to You, 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 You;
- (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.

8.2 OICL will Process any Personal Data submitted by You via the Portal in accordance with Data Protection Legislation.

8.3 Subject to Clause 8.4, OICL will make available to Compensators and professional users of the Portal certain anonymised statistical data relating to the use of the Portal (the "**Anonymised Portal Data**").

8.4 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 of the Portal, or change the scope of Anonymised Portal Data that OICL makes available to Compensators and such professional users.

- 8.5 Any Anonymised Portal Data made available by OICL to Compensators and professional users of the Portal is provided for their 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 such 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.

## 9. Complaints

### ***Complaints procedure***

- 9.1. If You need to make a complaint to OICL in connection with Your use of the Portal or the Services, You are able to do so (i) by filling in the form on the “Contact Us” page of the OICL Website, (ii) over the phone, (iii) by email or (iv) in a letter, using the following details:

Email: [customer.service@officialinjuryclaim.org.uk](mailto:customer.service@officialinjuryclaim.org.uk)

Telephone: 0800 118 1631

Monday to Friday: 9:00am – 5:00pm

Saturday: Closed

Sunday & bank holidays: Closed

Postal address: Customer Service, Official Injury Claim Limited, Linford Wood House, 6-12 Capital Drive, Milton Keynes, MK14 6XT

- 9.2. OICL aims to deal with Your complaint promptly, effectively and in a positive manner. When dealing with a complaint OICL will:
- 9.2.1. acknowledge receipt of the complaint promptly;
  - 9.2.2. investigate the complaint and provide a detailed response within 10 Business Days from the date the complaint is acknowledged, wherever possible;
  - 9.2.3. if OICL is unable to provide a detailed response within 10 Business Days, OICL will provide You with an update in writing;
  - 9.2.4. if a complaint takes longer than 10 Business Days to investigate, OICL will send a final response within eight weeks of acknowledging the complaint; and
  - 9.2.5. if OICL is unable to provide You with a final response within this timeframe, OICL will write to you explaining why, advising when You can expect a final response and any next steps.

### ***Complaint escalation***

- 9.3. If You are unhappy with the way that Your complaint is handled, You may ask for it to be escalated and reviewed at a higher level. Depending upon the nature of the complaint and the service the complaint relates to, OICL will endeavour to resolve Your complaint by referring it to the following escalation points, as appropriate:
- 9.3.1. Team member;
  - 9.3.2. Senior Agent;
  - 9.3.3. Team Manager;

9.3.4. Customer Service and Complaints Manager;

9.3.5. Chief Executive Office.

- 9.4. An OICL team member, where appropriate, will attempt to resolve the matter with You in the first instance. If the matter is not resolved by them, it shall be referred to the Senior Agent who will attempt to resolve the matter. If the matter is not resolved by them, it shall be referred to the Team Manager who will attempt to resolve the matter. If the matter remains unresolved at that point, Your complaint may be escalated for review by the Customer Service and Complaints Manager who has responsibility for overseeing the management of all complaints at OICL. If You are unsatisfied with their response, their complaint decision can be reviewed by the Chief Executive Officer (CEO). The CEO's decision shall be final. As an independent body, OICL is not governed by any Ombudsman or Conduct Authority.
- 9.5. If You have a legal representative acting for You, You should contact them about Your concerns in the first instance, and they will then need contact OICL about Your concerns on Your behalf.

***Complaints outside of OICL***

- 9.6. OICL has no remit to consider complaints about the conduct of MROs, Medical Experts, Compensators or Representatives. Should You have a concern about an organisation outside of OICL, You should raise Your complaint directly with them.

***Medical Reporting Organisation (MRO) and Medical Experts:***

- 9.7. If You would like to make a complaint regarding the MRO or Medical Expert, You can approach them directly to confirm their complaints procedure. If you are unsatisfied with the response or wish to escalate the complaint, this will need to be directed to MedCo, please contact them directly to confirm their complaints procedure.

***Compensator:***

- 9.8. If You would like to make a complaint regarding the Compensator, please contact them directly to confirm their complaints procedure.

***Representatives:***

- 9.9. If You would like to make a complaint regarding the Representative, please contact them directly to confirm their complaints procedure.

**10. Limitations of liability and indemnity**

- 10.1 Except as expressly set out in these General Conditions of Use, warranties and representations whether express or implied by statute, common law or otherwise in relation to the use of the Portal by any User in accordance with these General Conditions of Use, are excluded to the full extent permitted by law.
- 10.2 Each User is responsible for the information it makes available through the Portal and 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 User via the Portal (including the Data).

- 10.3 OICL will not accept liability for any claims by Users for damages or loss arising from inaccurate records kept by Users. You are at all times responsible for informing OICL of any errors or omissions in, or caused by, Your use of the Portal immediately after You become aware of them.
- 10.4 The Portal provides functionality to Users to facilitate their selection of a MedCo 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 the User 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 User is solely responsible for the selection of a medical expert or MRO in respect of the relevant Claim and will enter into a direct contractual relationship with such medical expert or MRO. 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 selected by the User via the Portal, or the standard of service provided by any such medical expert or MRO in preparing their report. Once a User has obtained a medical report from a medical expert or MRO in connection with their Claim, it is the User's responsibility to ensure that such report is promptly provided to the relevant Compensator, via upload to the Portal by the User. The uploading of a medical report to the Portal by a User in respect of a Claim will constitute confirmation that the findings of such medical report are not disputed by the User and that the User understands and accepts the content of the medical report prior to it being uploaded to the Portal. If the User becomes aware that it has made a mistake and has made available to a Compensator via upload to the Portal a medical report that does not relate to the User's Claim, the User shall immediately inform OICL and the relevant Compensator of such mistake.
- 10.5 The Portal provides certain functionality facilitating the communication between the User and the relevant Compensator for the purposes of progressing and settling the User's Claim. OICL is not responsible for and shall in no circumstances be in any way liable for any decision, action or omission of any Compensator in respect of any Claim. You hereby acknowledge and agree that OICL shall not in any circumstances be liable whatsoever to You for any amounts agreed in respect of settled Claims.
- 10.6 If the Portal is unavailable for use by the User, such unavailability shall not relieve the User from its obligations under the Civil Procedure Rules. It is the User's responsibility to agree an alternative means of communicating and exchanging Data and Claims Data with the relevant Compensator in the case of such a failure of the Portal and OICL shall have no liability to the User, the Compensator or any third party in respect of the User's failure to comply with such obligation.
- 10.7 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 User).
- 10.8 To the fullest extent permitted by law and without prejudice to any other rights available to OICL, You hereby agree 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 You of Your User ID or Access Details;
- (B) abuse or misuse by You of the Portal in any form;
- (C) any breach by You of these General Conditions of Use;
- (D) Your failure to comply with Applicable Law (including Data Protection Legislation);
- (E) You Processing Claims Data outside the UK,

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

10.9 Subject to Clause 10.10, neither OICL nor its directors, officers employees, licensors and agents shall be liable to any User 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 General Conditions of Use:

- (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 General Conditions of Use.
- (I) loss arising due to a failure by You to upgrade and maintain Your System and keep it compliant with the requirements of these General Conditions of Use; 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.

10.10 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.

10.11 Subject to Clause 10.10, the maximum aggregate liability of OICL under or in connection with these General Conditions of Use in respect of all claims by the User 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) arising in connection with a Claim shall not exceed £25,000.



## 11. Suspension by OICL

- 11.1 Subject to Clause 11.2, if OICL knows or has reasonable grounds to suspect that a User has committed or is intending to commit a breach of these General Conditions of Use, OICL may, in its absolute discretion, suspend the User's use of the Portal and Services:
- (A) immediately without notification to the User, 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 User of such suspension as soon as reasonably practicable thereafter; or
  - (C) if OICL notifies a User in writing that it knows or has reasonable grounds to suspect that a User has committed a breach or is intending to commit a breach and requiring the breach be remedied within a defined period and if such User does not remedy the breach within that period.
- 11.2 OICL may suspend a User's User Account in accordance with Clause 11.1 until such time as arrangements have been made by the User to OICL's reasonable satisfaction for remedying of the relevant actual or suspected breach.

## 12. Termination by OICL

- 12.1 OICL may terminate any agreement incorporating these General Condition of Use:
- (A) forthwith on written notice to the User, if the provision by OICL of the Portal and Services is discontinued for any reason whatsoever;
  - (B) by giving three (3) calendar months' prior written notice to the User;
  - (C) 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 General Conditions of Use; and
  - (D) forthwith on written notice to the User in the event that the User commits a material breach of its obligations under this Agreement and the User has failed (in the case of a breach capable of remedy) to remedy the breach within 14 days of the receipt of a written notice from OICL specifying the nature of the breach, requiring that it be remedied and indicating that failure to remedy the breach may result in termination.
- 12.2 OICL may delete a User Account if the relevant 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 that User Account.

## 13. Termination by Users

- 13.1 The User may terminate its use of the Portal with immediate effect by giving OICL written notice by email only in accordance with Clause 18.2(B).

13.2 In the event of such notice being served this will not affect any data (including Claims Data) that has already been submitted via the Portal by that User.

13.3 On termination the User shall cease all further access to the Portal and Services.

#### **14. Consequences of termination**

14.1 Following termination or expiry of an agreement incorporating these General Conditions of Use:

- (A) the User will no longer have the right to access the Portal or Services;
- (B) OICL shall continue to comply with Data Protection Legislation in relation to any Claims Data it retains on the basis described and for the purposes outlined within the Privacy Notice;
- (C) OICL and the User 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 User's User Account (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 the User's Claim) in order to enable the User to progress their Claim in accordance with the Pre-Action Protocol otherwise than via the Portal;
- (D) the accrued rights, remedies, obligations and liabilities of the User and OICL as at termination shall not be affected, including the right to claim damages in respect of any breach of an agreement incorporating these General Conditions of Use which existed at or before the date of termination; and
- (E) clauses of these General Conditions of Use which expressly or by implication have effect after termination shall continue in full force and effect.

#### **15. Force Majeure**

OICL shall not be liable to the User for any failure or delay in performing its obligations under these General Conditions of Use which is due to any cause beyond OICL's 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.

#### **16. Assignment and Subcontracting**

16.1 The User shall not assign, sub-contract or transfer any of its rights or obligations under these General Conditions of Use 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 General Conditions of Use, and may subcontract or delegate in

any manner any or all of its obligations under these General Conditions of Use, to any third party, without the consent of the User.

## 17. Variations

- 17.1 OICL may change these General Conditions of Use from time to time. Such changes will be notified to You via the OICL Website and at Your next log-in. Your continued use of the Portal will be deemed as acceptance of such amended General Conditions of Use.
- 17.2 OICL shall give Users advance written notice (via announcements on the OICL Website) of any material changes to the General Conditions of Use or the Portal or Services as OICL deems adequate to allow Users to implement such changes as may be necessary to ensure their compliance.

## 18. Notices

- 18.1 Any notice to be delivered by OICL to a User under or in connection with these General Conditions of Use shall be in writing and shall be:
- (A) sent by email to the email address provided by the User during Registration (or such other email address as may be associated with the User's User ID from time to time, following an update by the User of their contact information); or
  - (B) provided to the 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 General Conditions of Use 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 Users from time to time; or
  - (B) sent by email to [companysecretary@mib.org.uk](mailto:companysecretary@mib.org.uk) or such other email address as OICL may notify to Users 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 User via a pop-up or click-through screen, upon the 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 General Conditions of Use is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in these General Conditions of Use shall continue in full force and effect as if they had been executed with the invalid provision eliminated.
- 19.3 Nothing in these General Conditions of Use 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 General Conditions of Use will require either party to be in breach of Applicable Law.
- 19.5 Nothing in these General Conditions of Use should be construed as indicating or giving rise to a joint venture or partnership.
- 19.6 These General Conditions of Use and any documents referred to in them 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 General Conditions of Use, 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 General Conditions of Use shall be subject to and construed in accordance with the law of England and Wales, and the English courts shall have exclusive jurisdiction to settle any dispute arising under these terms.