#### **Terms and Conditions**

**Terms & Conditions for Liberty Mutual Websites & Company Information** 

(Last Updated June 2024)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS SITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS SITE.

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## **TRADEMARKS & COPYRIGHTS**

All trademarks, services marks, trade names and related intellectual property rights located on the Site and App are the solely the property of Company. Nothing contained on the website should be construed as granting, by implication or otherwise, any license or right to use any trademark, service mark, trade name, logo, icon and domain name displayed on this website. Any names of third party products or services mentioned on the Site or App may be the trademarks or service marks of their respective owners. Your use of the trademarks, service marks, trade names, logos, icons, images and domain names displayed on this Site, or any other content on this website, except as provided herein, is strictly prohibited.

# LINKS TO OTHER WEBSITES

This Site or App may contain links to other websites which are not maintained or controlled by Company. Company is not responsible for any third parties' website content, products, privacy policies, or security. The inclusion of any links to such websites does not imply approval of or endorsement by Company of those websites, their content or their products and services.

If You have difficulty linking to any Sites, need to report a dead (non-working) link, or for any technical site issues, please send us an e-mail at: LMTermsandConditions@libertymutual.com.

This email should not be used for any claims, quote, services, complaints, or employment inquiries.

# SECURED AREAS/ PASSWORDS

Some pages of the Site and the App are restricted only to independent agents, customers and users who create an online account and require a user identification code or username and a password. As an authorized user of those pages of the Site or App, You are solely responsible for maintaining the confidentiality of any user identification code, username, password and any other security data utilized for authentication. Unauthorized use of or access to these pages is strictly prohibited. Actual or attempted unauthorized use of or access to these pages may result in criminal and/or civil prosecution. If You believe someone else has obtained Your password, or You believe unauthorized account activity has occurred, please contact Company immediately at abuse@libertymutual.com.

## **PRODUCTS AND SERVICES**

The Company does not offer all of the products or services described on this Site in all states. None of the information contained in the Site or the App should be viewed as an offer to sell or as a solicitation to purchase any of our products or services. Rather, the information on our products and services is provided to You so that You can learn what products Company generally offers. We may make improvements and/or changes in the products, services and/or programs described on the Site or in the App at any time without notice.

Insurance coverage statements on the Site or in the App are for general description purposes only. Neither the Site nor the App shall amend, modify or supplement any insurance policy. Consult the policy coverages in your policy document, Your agent or contact us for the name of an agent who can supply You with details regarding terms, conditions, coverage, exclusions, products, services and programs which may be available to You. Your eligibility for particular products and services is subject to the final determination of underwriting qualifications and acceptance by the underwriting company providing such products or services.

Neither the Site nor the App make any representations that coverage does or does not exist for any particular claim or loss, or type of claim or loss, under any policy. Whether coverage exists or does not

exist for any particular claim or loss under any policy depends on the facts and circumstances involved in the claim or loss and all applicable policy wording.

Unless otherwise specified, products and services are available in the United States only.

# **ELECTRONIC TRANSACTIONS**

You may formally apply for insurance electronically on the Site. You represent that all information provided in Your application is true, accurate, current and complete. By doing so, You are consenting to "electronically sign" Your insurance application and state-mandated forms rather than signing paper copies in wet ink. You may withdraw Your consent to conduct this insurance purchase electronically by terminating the session at any time before Your transaction is completed.

The Site or the App may contain an interactive insurance planning tool which provides suggestions about which insurance coverage, limits and deductions may be right for You. You are responsible for reviewing the questions and defaulted answers for accuracy before completing the transaction.

# **CHAT SERVICE**

On certain pages of this Site, You may engage with Company's chat service. Company's chat service is intended solely for informational purposes and is not designed to recommend the purchase of an insurance product. Any insurance decision You make is Your sole responsibility. All of the information shared with the chat service may be recorded, is subject to retention and monitoring policies of the Company and may be shared with our third-party service providers. Any personal information shared with us when using the chat service shall be subject to the applicable privacy-related policies and notices described below. Company makes no warranty that the chat service will be available at any particular time and makes no guarantee about the accuracy of the responses.

You will not use the chat service to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the chat service session.

# SUBMITTED IDEAS

If You submit ideas or materials to Company, related to marketing, advertising, promotions, contests, products, services, devices, processes, trademarks, logos, artwork, music, photos, or videos to Company, You grant the Company a perpetual, irrevocable, world-wide, royalty-free right and license to use, modify, publish, disclose, or exploit the submitted idea.

## CONSENT TO MONITORING OF ACTIVITY ON COMPANY SITE OR APP

Company may monitor any use of the Site through cookies, web beacons and other related technology to capture and share information about You or Your device with us or our service providers, and any information regarding how You interact with our Site, App, and online advertisements. We may retain information that may include records indicating clicks on pages or links, items that You view including videos, page views, time spent on pages, scrolling, geographic location and other actions taken while using the Site for our commercial purposes. We also may record any information You include in applications or forms when obtaining an insurance quote or completing Your insurance application submission. Company may disclose any of the information, described above, to one or more third-party service providers. Your access and use of the Site or App is Your consent to the monitoring capabilities set forth herein, and the disclosure and use of such information.

When You visit our Site, You may see messages tailored to Your specific state or city. We are able to identify Your general geographic location using a system that recognizes and pinpoints the location of publicly routed IP addresses. Though we can identify Your geographic location, we do not receive Your personal information. We identify Your location only to provide a more tailored experience for You.

If You do not consent to the monitoring described here, You should not use the Site or App.

#### INQUIRIES

For Services inquires or requests, please send us an email at: Liberty.Service@libertymutual.com

For Employment inquiries or issues, please send us an email at: Careers@libertymutual.com

For Claims - Life inquiries, please call: 1-800-451-7065

For all other Claims inquiries, please call: 1-844-339-4413

For **Quote inquires or issues**, please call: 1-800-699-3534 or visit: https://www.libertymutual.com/get-a-quote

For Complaints, please reach out to: abuse@libertymutual.com

For **Subpoena Service**, visit: https://www.libertymutualgroup.com/general/about-lm/corporate-information/subpoena-service

#### DISCLAIMER

The information and descriptions contained on our Site are not intended to be a complete description of all terms, exclusions and conditions applicable to every insurance product or service offered by Company but are provided 'as is' and for general informational purposes. Company makes no representations or warranties that the materials are suitable for Your needs, are complete, timely, reliable, or are free from errors, inaccuracies or typographical mistakes. Company does not warrant that the Site will operate error free or is free from viruses, worms, Trojan horses or other destructive or harmful code. Company also assumes no responsibility, and shall not be liable for, any damages to Your computer equipment or other property as a result of Your access to, use of, or browsing in the Site or Your downloading of any materials, data, text, images, video, or audio from this Site or arising in connection with any failure of performance, error, omission, interruption, defect, computer virus, delay in operation or transmission, or line or system failure.

# COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

## LIMITATION OF LIABILITY

To the maximum extent provided by law Company shall not be liable to You for damages of any kind whatsoever including, but not limited to, direct, indirect, consequential, special, incidental, including without limitation, lost profits or damages resulting from lost data or business interruption, or punitive damages of any kind whatsoever that may result from Your use of or inability to use this Site or the materials or services provided on this Site or the products or services received from this Site. Exemptions of implied warranties may not be allowed in all jurisdictions.

## **SOFTWARE LICENSES**

You acknowledge that any software available or provided to You on this Site may contain technology that is subject to strict controls by various agencies of the United States Government pursuant to United States export control laws and regulations. You hereby agree that You will not transfer or export such software outside of the United States (including, for example, providing such software to any foreign person or entity in the United States) or re-export such software outside the United States in violation of United States export laws and regulations. Company does not authorize the downloading or exportation of any software or technical data from this Site to any jurisdiction prohibited by the United States export controls laws and regulations.

## PRIVACY

Please see Company's <u>Website and Mobile Data Privacy Policy</u>. The Website and Mobile Data Privacy Policy explains what information Company may collect from You on our Site and App and how that information will be used.

## **GOVERNING LAW**

Use of this Site and App shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any principles of conflicts of laws.

## **COMPANY INFORMATION**

The term 'Company' as used in these Terms & Conditions means:

- Liberty Mutual Insurance Company
- Liberty Mutual Fire Insurance Company
- LM Insurance Corporation
- Liberty Mutual Mid-Atlantic Insurance Company
- Liberty Insurance Corporation
- Liberty Lloyds of Texas Insurance Company
- Liberty County Mutual Insurance Company
- Helmsman Management Services LLC
- Employers Insurance Company of Wausau
- Wausau Business Insurance Company
- Wausau General Insurance Company
- Wausau Underwriters Insurance Company
- Montgomery Mutual Insurance Company

The Liberty Mutual companies listed above have a principal place of business at 175 Berkeley Street, Boston, Massachusetts, 02116. Each underwriting company of the Liberty Mutual Group is financially responsible for its own insurance products.

Statements about "Safeco" insurance products and services and "Safeco Insurance" refer to insurance policies issued by its underwriting companies, which consists of the companies below. Each of the companies is a separate and distinct legal entity.

• America First Insurance Company

- America First Lloyd's Insurance Company
- American Economy Insurance Company
- American Fire and Casualty Company .
- American States Insurance Company
- American States Insurance Company of Texas
- American States Preferred Insurance Company
- Colorado Casualty Insurance Company
- Consolidated Insurance Company
- Employers Insurance Company of Wausau
- Excelsior Insurance Company
- First National Insurance Company of America
- General Insurance Company of America
- Hawkeye-Security Insurance Company
- Indiana Insurance Company
- Insurance Company of Illinois
- Liberty County Mutual Insurance Company
- LM Insurance Corporation
- Liberty Mutual Mid-Atlantic Insurance Corporation
- Liberty Northwest Insurance Company
- Mid-American Fire & Casualty Company
- The Midwestern Indemnity Company
- Montgomery Mutual Insurance Company
- The Netherlands Insurance Company
- North Pacific Insurance Company
- The Ohio Casualty Insurance Company
- Ohio Security Insurance Company
- Oregon Automobile Insurance Company
- Peerless Indemnity Insurance Company
- Peerless Insurance Company
- Safeco Insurance Company of America
- Safeco Insurance Company of Illinois
- Safeco Insurance Company of Indiana
- Safeco Insurance Company of Oregon
- Safeco Lloyds Insurance Company
- Safeco National Insurance Company
- Safeco Surplus Lines Insurance Company
- West American Insurance Company

The companies listed above are members of the Liberty Mutual Group and have a principal place of business at 175 Berkeley Street, Boston, Massachusetts, 02116. Each underwriting company of the Liberty Mutual Group is financially responsible for its own insurance products.

**Ironshore Companies** 

- Ironshore Indemnity Inc.
- Ironshore Specialty Insurance Company

State Auto Companies

- American Compensation Insurance Company
- Bloomington Compensation Insurance Company
- Meridian Security Insurance Company
- Milbank Insurance Company
- Plaza Insurance Company
- Patrons Mutual Insurance Company of Connecticut
- Rockhill Insurance Company
- State Automobile Mutual Insurance Company
- State Auto Insurance Company of Ohio
- State Auto Property & Casualty Insurance Company
- State Auto Insurance Company of Wisconsin

The following companies are part of the Liberty Mutual Group of P&C underwriting companies but are not listed as "Liberty Mutual companies" or "SAFECO companies" above:

- San Diego Insurance Company
- Liberty Insurance Underwriters Inc.
- LM General Insurance Company
- The First Liberty Insurance Corporation
- LM Property and Casualty Insurance Company
- National Insurance Association
- Golden Eagle Insurance Corporation
- Liberty Mutual Personal Insurance Company
- Liberty Personal Insurance Company
- Liberty Surplus Insurance Corporation
- American States Lloyds Insurance Company

The websites of other Liberty Mutual subsidiaries and affiliates not listed above, and which may be hyperlinked to this Site and/or App, contain separate Terms & Conditions for use and separate Privacy Statements applicable to those websites. They can be reviewed on the subsidiary or affiliate specific website.