

E-Notices Terms and Conditions

E-Notices Terms and Conditions. Please carefully review the Terms and Conditions that follow as related to E-Notices. By choosing our E-Notices option for document delivery to you, you agree to be bound by the Terms and Conditions stated here and in our [Web Use Terms and Conditions](#). If you do not agree to any of the Terms and Conditions, you should not choose the E-Notices option.

Imperial Fire and Casualty Insurance Company (“Imperial”) provides you the option to receive information and services through its site (the “Site”). Imperial reserves the right to modify the Terms and Conditions of our E-Notices at any time. Imperial will provide notice of any updates, revisions, supplements, modifications or amendments on the Site’s login page. Your continued participation in the E-Notices option will constitute your acceptance of any revisions to the Terms and Conditions. Please check the Terms and Conditions on the E-Notices Preferences page on our website regularly.

Express Consent to Electronic Notices and Contracting. By choosing the E-Notices option, you specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as “electronic record(s)”). You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write or e-mail us at:

Imperial Online Customer Service
(866) 874-2741 (toll-free)
ImperialOnline@ImperialFire.com

All notices or other communications in either electronic or paper format from us to you will be considered “in writing” for all purposes. You should print or download for your records a copy of these Terms and Conditions and any other E-Notice or communication that is important to you.

Electronic Signature. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or approving any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Imperial.

Method of Providing Communications to You in Electronic Form. All E-Notices and communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to the Site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to the Site or such other site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the E-Notice or other communication.

Electronic Records. To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time unless required by applicable law or regulation. This

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applies to all documentation including your policy, claims history or other documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the insurance industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

Hardware and software requirements. You will need access to the Internet and a valid email account to choose the E-Notices option. You will need Adobe Acrobat Reader version 4.0 or greater to be able to view E-Notices documents.

If we make changes to the hardware or software requirements for E-Notices so that you are no longer capable of accessing or retaining your electronic insurance documents from us, we will inform you of the revised hardware and software requirements. You will then need to review the new requirements and indicate your consent to continue participating in our E-Notices option in accordance with the new requirements.

Your responsibilities. Once you have selected the E-Notices option, it is your responsibility to inform us of any changes to your email address. It is also your responsibility to maintain an active email address that is capable of receiving new emails. You should ensure that your email account has sufficient space for new emails and that your email server and spam-blocking software do not block our emails. We are not responsible for any problems arising from emails sent to an inactive or out-of-date email address.

Undeliverable email. If an email is returned to us as undeliverable, we will send you a paper version of the document. If two consecutive emails sent to you are returned as undeliverable within a 30-day period, you will be automatically removed from the E-Notices option, and you will receive paper versions of all insurance documents via the United States Postal Service (USPS). You may re-activate the E-Notices option by providing a current, valid email address and completing the E-Notices option again.

Authentication. Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of Imperial. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. Further, Imperial may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through e-mail communications.

Documents included in the E-Notices option. Once you have chosen to receive your policy documents via E-Notices, you will receive all such documents in that manner, unless applicable law or regulations require delivery in another manner. If electronic transmission is not permitted, the applicable documents will be delivered to you via the United States Postal Service (USPS) to the address provided on your application.

Accessing your documents. Once you have chosen to receive notification of electronic document availability via E-Notices, you will receive access to all such documents electronically via email or through the Site unless alternative delivery is required by applicable law or regulations. Once you access

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them you can review, print or save them to your computer. To access the documents, you should login to the Site using your personal login and password. Upon registration for the E-Notices option, it will be your responsibility to go to our Site to view your documents.

Policy Information. Policy information provided to you as part of your access to the Site is not the official record of your policy status. The Site information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action. Our records, kept in the regular course of business, shall be presumed to accurately reflect the content of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Changing the E-Notices option. If you decide at any time that you no longer wish to access your policy documents by electronic means only, simply visit our website and follow the instructions for cancelling your E-Notice option and opt to receive paper versions again. There will be up to a 24-hour timeline to process your request. You may also contact one of Customer Service Representatives to assist with this.

Trouble viewing or printing your documents. If you are having trouble viewing and/or printing your documents from our website, you may simply request paper copies of whatever you want. The paper copies will be mailed to you via United States Postal Service (USPS) at the address provided on your application. There is no charge to you for this.

Risk of Loss. In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) you initiated that were in the process of completing or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s), such as any changes to your policies, so affected.

Federal and State Law. You acknowledge and agree that your consent to electronic notices and communications are being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act, and/or a transaction that is governed by the Uniform Electronic Transactions Act as enacted in your state (collectively, the "Acts") and that you and we both intend that the Acts apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

In the case of a conflict between these Terms and Conditions and the [Web Use Terms and Conditions](#), these Terms and Conditions shall control.

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- By clicking the "I consent to receive electronic notices" check box, you agree to the terms and conditions disclosed herein and in the [Web Use Terms and Conditions](#);
- Using our Site to access information or perform any transaction(s);
- Physically signing these Terms; or
- Completing a separate electronic consent form to receive disclosures and enter into these Terms electronically.

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Your electronic consent or use of our Site has the same effect as if you had signed these Terms with your physical signature.