Terms of Use

By accessing the Climate Risk Insurance Solutions LLC d.b.a Arbol Insurance Services ("Arbol") websites and any page thereof, you agree to be bound by these terms of use and to comply with any applicable laws and regulations. If you do not agree to these Terms of Use, do not proceed to further pages associated with Arbol.

Arbol reserves the right to vary or amend these Terms of Use at any time and Arbol is under no obligation to inform you about such variations of amendments. The current version of the Terms of Use will govern the services on Arbol websites and will always be available on the Arbol websites. By continuing to access or use these Arbol websites after any changes become effective, you agree to be bound by the Terms of Use. Please visit these Terms of Use on a regular basis to ensure that you have read the latest version. These Terms of Use were updated the last time on the date indicated at the end of the Terms of Use.

Local Access Restrictions and Additional Local Information

Arbol sites and all content and functionality contained within them are not directed to or intended for use by any person resident or located in any country where the distribution of such content or functionality is contrary to the laws, rules, or regulations of such country. The same applies to any person resident or located in any country where such distribution is prohibited without obtaining the necessary licenses or authorizations and such licenses or authorizations have not been obtained. If any such local access restriction applies to you, you are not authorized to access the relevant Arbol site or use any of the content on it.

No Liability

Arbol does not assume any liability for the materials and information provided on, or available through, its websites. Information and quotations provided on, or available through, the websites is not and should not be construed as insurance advice. Neither Arbol, any third-party providing content, nor any of their respective affiliates, directors, employees, advisors or agents will be liable for any indirect, special, incidental, consequential, punitive or exemplary loss, liability or costs, whether arising from negligence, breach of contract or otherwise and regardless whether the damage was foreseeable or not. Neither Arbol, any third-party providing content, nor any of their respective affiliates, directors, employees, advisors or agents will be liable for any loss of profits, business or data. Neither Arbol, any third party providing content, nor any of their respective affiliates, directors, employees, advisors or agents will be liable for any damage or loss (especially loss of data, alteration of data, or downtime) that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access or use of any Arbol website or downloads from any Arbol website (whether based on manual access, subscriptions, RSS-feeds or otherwise).

Compliance

Arbol is licensed as an insurance producer in the states where Arbol offers its products and services. Climate Risk makes no representation that the products and services on this website are appropriate or available for use outside of the states where Arbol is currently doing business.

Quotes and Coverages

All quotes generated on this website are based on information you provided and information we obtain from third parties. Quotes do not constitute a contract or an invitation to contract, or a binder or agreement to extend, continue or renew insurance coverage. The coverage descriptions of potentially available insurance coverage products and services are not a statement of contract or an invitation to contract. To obtain insurance coverage, you must complete all of the steps on this website through the final application. Applications are subject to underwriting review and approval. If you file a claim under the policy, the information you submit and the loss are subject to review and verification. Coverage is subject to the provisions in your policy.

Agreement to Conduct Electronic Transactions

If you enter into a transaction with us via the website or by phone, you acknowledge that you have read this Agreement to Conduct Electronic Transactions and agree to have all records, including your current and future insurance-related documents, provided to you in electronic form. Insurance-related documents include but are not limited to your policy, notices, applications, amendments, endorsements, disclosures reports, bills, claim notices, disclosures, status letters, forms, legally mandated policies, notices and disclosures, and any other documents related to your insurance transactions with us. We will use various methods to provide communications to you electronically, including via e-mail or through our website. This consent, unless withdrawn, applies to all transactions between you and Arbol. However, you have the right to receive communications from us, including the insurance policy, in paper form by withdrawing consent.

You agree your electronic signature is the legal equivalent of your manual signature. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Arbol.

Governing Law

These Terms of Use shall be governed by and interpreted in accordance with the law of New York, and Arbol and you each submit irrevocably to the exclusive jurisdiction of the courts of the State of New York.

Severability

If a provision of these Terms of Use is or becomes illegal, invalid or unenforceable in any country, that will not affect the legality, validity or enforceability in that country of any other provision or in other jurisdictions of that or any other provisions of these Terms of Use.

Additional Terms

Certain pages or areas on Arbol websites may contain additional terms, conditions, disclosures or disclaimers. In the event of a conflict between these Terms of Use and these provisions, the additional provisions will govern for those pages or areas.

Intellectual Property Rights

Intellectual Property Rights in the Arbol websites and content related available through them belong to Arbol and/or to other third parties. You do not acquire, by virtue of your use of the Arbol site, any rights, title or interest in any of the Intellectual Property Rights on these websites or in the Arbol. For the purpose of these Terms of Use, "Intellectual Property Rights" includes, but is not limited to: (i) copyright, patents, database rights and rights in trademarks, designs, know-how and registered or non-registered confidential information; (ii) applications for registration and the right to apply for registration for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

Individual pages and/or sections of the Arbol website and its content may be printed or saved for personal or internal use only. Such printouts or savings, however, must retain all applicable copyright or other proprietary notices. You must not modify, copy, transmit, distribute, display, reproduce, publish, perform, license, frame, create derivative works from, transfer or use in any other way for commercial or public purposes in whole or in part any Content obtained from an Arbol website without the prior written permission of the owner of the relevant Intellectual Property Rights (whether that be Arbol or another third party). It is prohibited to systematically retrieve content from the Arbol website to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Arbol.

The copyright in some content available on Arbol belongs to third parties ("Third Party Content"). You must check copyright notices on or in respect of individual Third-Party Content.