

Cumberland Insurance Group Terms and Conditions for Website Use

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It is very important that you read the next two sections carefully.

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CUMBERLAND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR INJURIES THAT ACCOMPANY OR RESULT FROM YOUR USE OF ITS SITES. THESE INCLUDE (BUT ARE NOT LIMITED TO) DAMAGES OR INJURY CAUSED BY ANY: (1) USE OF (OR INABILITY TO USE) THE SITES; (2) USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM ITS WEBSITES; (3) FAILURE OF PERFORMANCE; (4) ERROR; (5) OMISSION; (6) INTERRUPTION; (7) DEFECT; (8) DELAY IN OPERATION OR TRANSMISSION; (9) COMPUTER VIRUS; OR (10) LINE FAILURE. WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHICH ARE DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY, DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY, OR OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY. FURTHERMORE, EXCEPT AS PROVIDED BELOW, WE ARE NOT LIABLE EVEN IF WE HAVE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES— OR BOTH.

HOWEVER, IN CERTAIN STATES WHERE THE LAW MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY AND YOU MAY HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES. IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES AND CLAIMS OF ANY KIND, WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR THEY ARE CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT OR ANY OTHER LEGAL THEORY, WILL NOT BE GREATER THAN THE AMOUNT YOU HAVE PAID TO ACCESS OUR SITES.

2. We Do Not Have Responsibility for Links to Third Party Content

LINKS TO THIRD PARTY WEB SITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT IN ANY LINKED WEB SITE IS NOT UNDER CUMBERLAND’S CONTROL AND WE ARE NOT RESPONSIBLE FOR IT.

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By providing material on our website Cumberland does not in any way promise that the materials will remain available to you or that you will qualify for the products we offer. Cumberland is entitled to terminate all or part of any of its Websites at any time, without notice to you.

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Cumberland Mutual Fire Insurance Company, NAIC Company Code Number 13684, is licensed to do business in New Jersey, Pennsylvania, Maryland, Delaware and Ohio. Cumberland Mutual Fire Insurance Company is a domiciliary of, and has its principal place of business in, the State of New Jersey.

Cumberland Insurance Company, Inc., NAIC Company Code Number 10448, is licensed to do business in New Jersey, Pennsylvania, Maryland, Delaware and Ohio. Cumberland Insurance Company, Inc. is a domiciliary of, and has its principal place of business in, the State of New Jersey.

7. Jurisdiction

Unless otherwise specified, the materials in our site are presented to provide information about Cumberland, our insurance products and the insurance business. Cumberland operates and controls its sites from the Company's headquarters in Bridgeton, New Jersey, in the United States of America, and New Jersey law shall govern and control any action concerning the Cumberland sites. We do not in any way imply that the materials on the sites or the products we discuss are available or for use outside the United States or in jurisdictions in which we are not licensed to do business, or that we are soliciting business in any such jurisdiction.

8. User Conduct

Any conduct that violates these Terms of Use, or any additional posted policies or requirements, in any way may result in the suspension or termination of the visitor's access to the site, at Cumberland's sole discretion, in addition to any other legal remedies.

9. Miscellaneous

These Terms and Conditions of Website Use, and the agreement they create, shall be governed by and interpreted according to the laws of the State of New Jersey, without giving effect to New Jersey's conflict of laws principles.

If any provision of this agreement is unlawful, void or unenforceable, it shall not affect the validity and enforceability of any remaining provisions.

Cumberland may modify these Terms and Conditions of Website Use, and the agreement they create, at any time, simply by updating this posting or the information on its website and without notice to you.

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