



# Zurich Life Protection Platform

## Terms of use

## 1 Introduction

These Terms of Use set out the terms on which the Adviser Firm, Nominated User, Client or Direct Applicant (User or Users) may use the Zurich Life Protection Platform (Platform). The Platform can only be accessed by:

- (i) Users who have a Username, password, have set up a memorable word and chosen security questions and answers; or
- (ii) Clients solely in order to complete all or part of an Application on their own behalf
- (iii) Direct Applicants who do not fall within sub-section (i).

The User is given access to the Platform to;

- (i) facilitate the distribution of the Platform Products in the case of Adviser Firms or Nominated Users; or
- (ii) complete Applications in the case of Clients; or
- (iii) in the case of Direct Applicants, allow them to consider making and to make Applications.

With the exception of the word User which is defined above, words with leading capital letters in these Terms of Use are defined in section 16 below.

Please read these Terms of Use carefully. By continuing to access the Platform (including inputting information regarding an Application in the case of Clients) you, as a User, agree to be bound by these Terms of Use. You should leave the Platform if you do not wish to be bound by these Terms of Use.

## 2 Information about Zurich

The Platform is operated and maintained by Zurich Assurance Ltd ('Zurich') and provides access to a wide range of pure protection insurance products.

Zurich Assurance Ltd uses the trading name 'Zurich' for the purpose of these Terms of Use. It is part of the Zurich Group and is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and Prudential Regulation Authority (under

registration number 147672) including for arranging or facilitating deals in and effecting and carrying out non-investment insurance contracts in respect of both commercial and retail customers.

Zurich Assurance Ltd. Registered in England and Wales under company number 2456671. Registered Office: The Grange, Bishops Cleeve, Cheltenham, GL52 8XX.

## 3 Use of personal data

Users of the Platform agree to the collection and use of any personal information that the User, the firm's authorised signatory or the Firm Administrator has supplied. This information will include the individual User's title, name, date of birth, address, contact details.

## 4 Content of the Platform

Users will not use any intellectual property of the Zurich Group or its licensors without the express written consent of the relevant party.

Users acknowledge that all Intellectual Property Rights in the Platform belong to or are licensed to the Zurich Group and that in accessing or using the Platform, Users will not obtain any Intellectual Property Rights or other rights in the Platform or its contents.

Users will not:

- damage or diminish the goodwill or reputation attaching to the Intellectual Property Rights of the Platform;
- frame, copy, modify, post, alter, reproduce, or link to any part of the Platform without Zurich's prior written consent, such written consent not to be unreasonably withheld or delayed;
- produce any literature or advertisement relating to Zurich and the Zurich Group's business (including, but not limited to the Zurich Group company name or logo or those of the Platform Products available or that of any associated company in the Zurich Group) without Zurich's written permission, such written permission not to be unreasonably withheld or delayed;

- imply or state that Zurich endorses, sponsors, recommends or otherwise approves the Adviser Firms's services and website; or
- include any material on the Platform that is unlawful, obscene, defamatory or inappropriate.
- All literature provided by, or on behalf of Zurich, will be the property of the Zurich Group.

## 5 Security

Zurich will take reasonable steps to protect against unlawful access, disclosure and loss of information under Zurich's control.

Messages and data sent by email cannot be guaranteed to be secure and there is no guarantee the message will arrive or that the contents will remain confidential or unaltered during sending.

Users are responsible for the content of their electronic communications and Zurich reserves the right to monitor use and act appropriately in the event of improper use.

Zurich will make best endeavours to ensure the Platform is free from malicious software such as viruses. However, Zurich cannot guarantee this and does not accept responsibility for any consequences that may arise from malicious software where these consequences are not within Zurich's reasonable control.

Users will make best endeavours not to upload or introduce any software on the Platform containing viruses, malware, trojans and other similar viruses. When downloading software on the Platform or opening or downloading links in the Platform, the User acknowledges that this is at the User's risk.

Users will not reverse-engineer, disassemble, decompile, adapt, translate, alter, modify, make additions or enhancements to the Platform or combine the Platform with any other software program without Zurich's prior written consent, such written consent not to be unreasonably withheld or delayed.

## 6 Cookies

Cookies are small text files sent to a web browser by a web server.

There are two types of cookie:

- (i) Session cookies are used to store information about user page activities to help with the user's navigation of a website. They act as a marker within a website that helps the website server remember where a user is on the website and avoids the user having to navigate the website all over again. Session cookies are also used to store information needed to make a transaction process on a website work by remembering the items the user wishes to transact.

These types of cookie are often essential to the operation of the website and removing them or switching them off can result in the user not being able to access or use websites or the user experience on websites being impaired.

Session cookies are automatically deleted at the end of each browsing session (typically when the web browser is closed).

- (ii) Persistent or tracking cookies are used to store user preferences. Many websites allow users to customise how information is presented to them through websites layouts or themes. These cookies allow websites to store information about users so that they can recognise them when they re-enter the website so that they can display the website to match the user preferences that have been stored.

These types of cookie can remain stored on a user's device even when a browser session is closed.

Persistent or tracking cookies are not considered to be essential to the operation of a website and because they store information about users, they require the consent of users before they can be downloaded on to their device. Zurich will gain the consent of Users before attempting to use any non-essential cookies.

As the session cookies used are essential in the operation of the Platform, Zurich does not need to gain User's consent prior to their use. If the cookies are switched off, the Platform cannot be accessed or used.

The Platform may use persistent and/or tracking cookies and uses session cookies.

Further information about Zurich's use of cookies can be found in the **Zurich cookies policy**.

For more information about cookies, including how to switch them off, please visit [www.aboutcookies.org](http://www.aboutcookies.org)

## 7 User responsibilities

Users are responsible for complying with these Terms of Use. In particular, Users must inform Zurich as soon as possible if any information Zurich holds is wrong or changes or a User's access is no longer permitted or required.

Users are responsible for ensuring that the information entered is accurate, true, complete and up to date.

Users should satisfy themselves that any actions taken or advice given is suitable in any particular case. Zurich do not accept any responsibility for any decisions made.

## 8 Zurich's responsibilities

Zurich will operate and maintain the Platform in line with these Terms of Use.

Zurich will exercise due care and diligence in operating the Platform.

The Platform software encrypts all information entered on the Platform.

Zurich will act on User's instructions, or instructions that Zurich reasonably believe have come from Users.

There may be occasions when Zurich is not able to perform its obligations under these Terms of Use due to an event beyond Zurich's control. Zurich will be excused from performing its obligations by the occurrence of such an event and will not be responsible for any loss or damage suffered by Users, or for any failure to fulfil its obligations under these

Terms of Use if such loss, damage or failure is caused by or is directly or indirectly due to any cause beyond the control of Zurich.

## 9 Assignment

Zurich may delegate any of its powers, duties, rights and obligations under these Terms of Use to any company within the Zurich Group and/or to a third party.

## 10 Liability

Except as expressly stated in the Terms of Use, all conditions, warranties and representations whether express or implied by statute, common law or otherwise in relation to the use of the Platform shall not be binding between Zurich and the User to the fullest extent permitted by law.

While Zurich has taken reasonable steps to ensure the accuracy, correctness and completeness of the information contained on the Platform, Zurich makes no warranty or representation to this effect, whether express or implied.

Zurich will only be liable to Users for losses arising directly as a result of Zurich's negligence, fraud, fraudulent misrepresentation or wilful default.

In no circumstances will Zurich nor any Zurich Group company be liable for loss of profit (whether direct or indirect) or for any special, indirect, incidental or consequential damages or losses, including but not limited to the following:

- loss incurred if a User breaches these Terms of Use;
- loss or damage to devices, computer equipment or programs;
- damage to reputation;
- any error, corruption, inaccuracy or incompleteness of any information the User inputs;
- loss or damage caused by delays in processing Applications (except in relation to a Client or a Direct Applicant);
- loss associated with business interruption;

- loss caused by reason or non receipt of an email due to the email address supplied being incorrect or settings not being enabled to receive emails from Zurich;
- loss from inaccuracies or errors in links from the Platform (except in relation to a Client or a Direct Applicant) or the material contained in third party services' linked websites;
- loss of data, goodwill, anticipated savings, contracts, management time, expectation or investment opportunity;
- loss from issues arising from using a computer or devices, such as viruses;
- loss incurred due to the unavailability of the Platform;
- loss caused to a Client due to information given by the Adviser Firm to Zurich that is later contested by the Client as not accurately reflecting the information provided by the Client or as being fraudulent;
- loss incurred through the User's fraudulent activity or negligence; or
- loss incurred due to compliance with requirements of Applicable Laws.

Nothing in these Terms of Use shall exclude or limit Zurich's liability for death or personal injury resulting from any act, omission or negligence of Zurich or its officers, agents, employees, contractors, or any other liability the exclusion of which is expressly prohibited by law.

Nothing contained on the Platform is intended to or constitutes an offer to contract in any country in which it is accessed, other than the United Kingdom, or an offer to sell any Insurance Product which may be available through the Platform in any other country.

Further, nothing on the Platform is intended as advice, recommendation, advertisement, inducement, offer to invest, deal, buy, sell or hold any insurance contract nor to engage in any investment or transaction in the United Kingdom or in any other jurisdiction. No representations are made that anything contained on the Platform is appropriate for use in locations outside of the United Kingdom and any decisions made should be based on the

User's own professional opinion or on professional advice and in compliance with local laws.

## 11 Electronic messaging (if applicable to a User's access)

Neither Zurich nor any Zurich Group company give any endorsement or accept any liability for the operation, accuracy, content or terms and conditions of linked websites or third party services; Zurich nor any Zurich Group company provides no warranties or guarantees as to the accuracy, functionality, timeliness, performance, completeness or suitability of the information and materials found or offered on linked websites or third party services including terms and conditions for any particular purpose.

Where Zurich provides electronic messaging services, Users will be subject to the terms and conditions in the Origo Legal Framework Electronic Services Agreement and use of the electronic messaging services, will indicate User's acceptance of those terms and conditions.

## 12 Changes to these Terms of Use

Zurich can change, remove, introduce, replace or vary these Terms of Use and the content of the Platform at any time. Variations will take effect once displayed on the Platform.

## 13 Invalidity and severability

If one or more provisions of these Terms of Use are declared by any court of competent jurisdiction invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired in any way.

## 14 Third Parties

No term of these Terms of Use is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to them, except for Zurich Group companies. Zurich may amend, supplement, rescind or terminate these Terms of Use without the consent of any other Zurich Group company.

## 15 Law

These Terms of Use will be construed and interpreted in accordance with English law and the parties submit any dispute which may arise out of, or in connection with these Terms of Use, to the exclusive jurisdiction of the English courts.

## 16 Definitions

In these Terms of Use capitalized terms shall have the meanings set out below:

'Adviser Firm' means the adviser firm or sole trader, acting as an insurance intermediary, who has entered into the Terms with Zurich and that Zurich has permitted to use the Platform.

'Applicable Laws' means all laws, rules, statutes, statutory instruments, orders, regulations, guidance and codes of practice which may apply to the Adviser Firm or to Zurich in the conduct of their business from time to time.

'Application' means an application for (i) a Platform Product or (ii) an amendment to an existing Platform Product following issuance, which is completed by or on behalf of the Client or by the Direct Applicant and that needs to be submitted to Zurich in order for Zurich to determine whether to issue the Client or Direct Applicant with a policy or amend a policy, as applicable.

'Direct Applicant' means a person who wishes to access the Platform and with a view to making an Application.

'Client' means any person who has received advice or a quotation in relation to the Platform Products or has been issued a Policy, in each case on the Platform through the Adviser Firm, and any person prospectively or potentially falling within either of these categories including but not limited to legal personal representatives.

'Firm Administrator' means the person appointed by the Adviser Firm and notified to Zurich, to manage access to the Platform on behalf of the Adviser Firm and who will manage the Adviser Firm's relationship with Zurich.

'Intellectual Property Rights' means any and all copyright and related rights; rights in databases; patents; trade marks; trade names; logos and devices; service marks; trade; business and domain names; design rights; know how; rights in computer software; moral rights; utility models, semi-conductor topography rights, rights of passing off and in unfair competition, rights in undisclosed or confidential information (including rights to inventions know-how and trade secrets) whether patentable or not, and all or any other intellectual or industrial property rights whether or not registered or capable of registration, however arising and in whatever media, and any pending applications and rights to apply for the protection or registration of any of these rights and all renewals and extensions, whether subsisting in the UK or any other part of the world and in each case as may exist now or in the future together with all or any goodwill relating thereto.

'Nominated User' means employees of the Adviser Firm or those who share in the Adviser Firm's profits, along with selected third parties that may be nominated by the Adviser Firm, to use the Platform.

'Platform Products' means any pure protection insurance product that is made available on the Platform.

'UK'/'United Kingdom' means the United Kingdom of England, Northern Ireland, Scotland and Wales and does not include the Isle of Man or the Channel Islands.

'Username' means the unique identifier which, along with a password and memorable word, enables access to the Platform.

'Zurich Group' means Zurich Insurance Group Ltd a company registered in Switzerland, company number CH-020.3.023.083-6, and its direct and indirect subsidiary companies (as defined by the Companies Act 2006), and branches of such subsidiary companies from time to time.

Please let us know if you would like a copy of this in large print or braille, or on audiotape or CD.

**No person should rely on or act on any information in this document when making a decision to buy or advising on a Platform Product.**

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