Schedule of definitions

In the Agreement the following words and expressions will have the following meanings unless the context requires otherwise:

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| **Application** | means the application form by which new business is submitted to ZAL through the Site |
| **Appointed Representative** | means a party appointed to act as an agent in the conduct of investment business, in terms of the FSMA, from time to time |
| **Audit Trail** | means a full and unaltered transactional record of all electronic communications sent and received by the Parties as part of the Services which are capable of being saved and retrieved at a later date and as a minimum this will include in relation to each transaction all Data and other information relating to: User name, date, time User logged in, time session ended, transaction start time and transaction end time |
| **Authentication** | means confirming the identity of the Party in question in accordance with the Standards and "Authenticate" shall be construed accordingly |
| **Authorised Firm** | means a firm, partnership or company which is authorised under the FSMA to carry on investment business and has appointed the Intermediary as its Appointed Representative, and which is either: (a) the party identified as such as part of ZAL Registration; or  (b) each party subsequent to that referred to at (a), where the Intermediary has notified ZAL in accordance with Clause 12.4 and ZAL has chosen not exercise its right to terminate the Agreement under Clause 16.4 |
| **Commencement Date** | means the date on which the User’s User Access is granted to the Site and/or its Services |
| **Commission Services** | means the services by which the Intermediary will be able to receive details of its commission from ZAL as a Data Display |
| **Customer** | means an individual, organisation or company, (including an employee of, or individual associated with, such organisation or company) who has appointed the Intermediary as its agent |
| **Customer Personal Data** | means Personal Data relating to the Customer which is Processed by the Parties |
| **Data** | means all information and data on the pages of the Site or transmitted through the Site by one Party to the other Party or via electronic communication exchanges between one Party and another Party, including (without limitation) statistics, policy information and valuations, Personal Data (including Customer Personal Data), information about products and services, commercial information, and whether as images, text or otherwise |
| **Data Display** | means data which is made available by ZAL on the Site or via electronic communication exchanges (including but not limited to back office service providers selected by the Intermediary), to be accessed on-screen by the User as part of the Services |
| **Data Input** | means the input, submission and/or confirmation of data by the User on the Site for the purposes of obtaining certain Data from ZAL as part of the Services |
| **Data Protection Legislation** | means the Data Protection Act 2018, the UK GDPR and the Privacy and Electronics Communication Regulations 2003, each as amended, replaced or superseded, and any guidance, guidelines, codes of practice or codes of conduct issued by the Information Commissioner’s Office. ‘GDPR’ means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and ‘UK GDPR’ means the GDPR as incorporated into UK law under the European Union (Withdrawal) Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, each as amended, replaced or superseded |
| **Defect** | means any and all material errors, omissions or failures in the system of either Party |
| **Device(s)** | means the fixed or mobile hardware used to access data via the Site or the Services, such as (but not limited to) desktop PCs, laptop PCs, mobile PCs, tablet PCs and smartphones |
| **Error** | means a corruption of the Data contained within an electronic communication between the Parties, or a failure or omission within the content or structure of the electronic communication |
| **Force Majeure** | means any event outside the reasonable control of either Party affecting its liability to perform any of its obligations (other than payment) under the Agreement, including Act of God, fire, flood, lightning, war, revolution, act of terrorism, strikes, lock-outs or other industrial action, whether of the affected party’s own employees or others |
| **FCA** | means the Financial Conduct Authority or any successor body |
| **FSMA** | means the Financial Services and Markets Act 2000, and any amending or replacement legislation and all subordinate laws and regulations and Rules which regulate the carrying on of investment or financial business in the United Kingdom |
| **Intellectual Property Rights** | means any rights in or to intellectual property including, but not limited to, copyright, patents, database rights, designs, trademarks, know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including, without limitation, all rights to apply for any of the foregoing rights |
| **Intermediary** | means the individual, company, firm or partnership which is designated as the Intermediary as part of the ZAL Registration |
| **Intermediary System(s)** | means the systems and Devices by which the Intermediary connects to or accesses the Services |
| **Level One Access** | means access via the Site to Quote Services, Tracking Services (for retrieval of quotes and pre-submission applications) and New Business Services |
| **Level Two Access** | means Level One Access, access to Plan Enquiry Services and all functionality within Tracking Services that is excluded under Level One Access |
| **New Business Services** | means the services which enable Applications to be submitted by the Intermediary to ZAL for a Product on behalf of a Customer |
| **Party or Parties** | means a party or the parties to this Agreement |
| **Personal Data** | shall have the meaning set out in the Data Protection Legislation |
| **Plan enquiry Services** | means the services enabling enquiries to be made by the Intermediary to ZAL via the Site, or via data electronically exchanged between ZAL and the Intermediary using electronic communication exchanges (also known as Contract Enquiry Service) about the existing products of a Customer |
| **Processing** | has the meaning set out in the Data Protection Legislation, and **"Process"** and **"Processed"**, when used in relation to Processing of Data, shall be construed accordingly |
| **Product** | means any financial services product which is offered by, or which can be arranged through ZAL |
| **Quote** | means a quote or illustration for a Product generated by the User for a Customer using the Quote Services |
| **Quote Services** | means the services which enable enquiries to be submitted to ZAL for prospective or existing Products for a Customer |
| **Rules** | means the rules of the FCA as amended from time to time |
| **Security Standards** | means the technical security standards in accordance with the terms of this Agreement |
| **Services** | means the services to be provided via the Site or directly through electronic communication exchanges between ZAL and the Intermediary under this Agreement and which may include any or all of the Plan enquiry Services, New Business Services, Quote Services, Commission Services and Tracking Services |
| **Services Standards** | means the standards with which ZAL will provide the Services in accordance with the terms of this Agreement |
| **Site** | means ZAL’s website at [www.zurichintermediary.co.uk](http://www.zurichintermediary.co.uk/) through which the Intermediary can access and use the Services |
| **Site Information** | means Data contained in the pages of the Site which is not provided as part of the Services, including (without limitation) information about products and services and whether as images, text or otherwise |
| **Standards** | means the System Standards, the Security Standards and the Services Standards |
| **System Standards** | means the technical system and standards for accessing, inputting, submitting and displaying Data in accordance with the terms of this Agreement |
| **Terms of Business** | means ZAL’s terms of business and any other relevant documents upon which ZAL may provide business facilitation services to the Intermediary or, if the Intermediary is an Appointed Representative, from the Authorised Firm |
| **Tracking Services** | means the services accessible via the Site or via electronic communication exchanges between the Intermediary and ZAL, about: (i) an Application that has been submitted or the progress of an Application that has been submitted; (ii) pre-submission application forms partially or fully completed but not yet submitted (iii) saved quotations that have been produced prior to the enquiry being made in all cases including details of any outstanding actions to be performed by the User or ZAL (as applicable) |
| **Unipass Certificate** | means a message (in digital form) conforming to OSI X509 standard, that identifies an individual or entity, contains the public key of the individual or entity, is embedded along with other identifying data and identifies OSIS (being Origo Secure Internet Services Limited) as the issuer of the certificate |
| **User** | means any individual user who accesses and uses the Services at any time using the User Access, and who may be (a) any individual user of the Intermediary, including a Customer, an employee, agent, consultant or sub-contractor, or (b) an Appointed Representative or any individual user, including a Customer, employee, agent, consultant or sub-contractor, of the Appointed Representative |
| **User Access** | means the process specified in Clause 4 by which a User will access the Site to access and use the Services |
| **Validity Period** | means the period for which a Quote is valid, as may be expressly stated on the Quote |
| **Working Day** | means any day excluding Saturday and Sunday and public holidays both in England and Scotland |
| **ZAL Registration** | means the process specified in Clause 3 by which the Intermediary will register to be given access to the Site to use the Services |
| **ZAL Systems** | means the systems and processes operated by ZAL, including (without limitation) the Site, its Services and any software and materials owned by or licensed to ZAL, which are used by ZAL to deliver its services to the Intermediary |
| **Zurich Assurance Ltd or “ZAL”** | means Zurich Assurance Ltd, a company registered in England, registration number02456671; registered office Unity Place, 1 Carfax Close, Swindon, SN1 1AP. Zurich Assurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority |
| **Zurich Group** | means Zurich Insurance Group, a company registered in Switzerland, company number 023.3.020.5108 and its subsidiary undertakings from time to time |