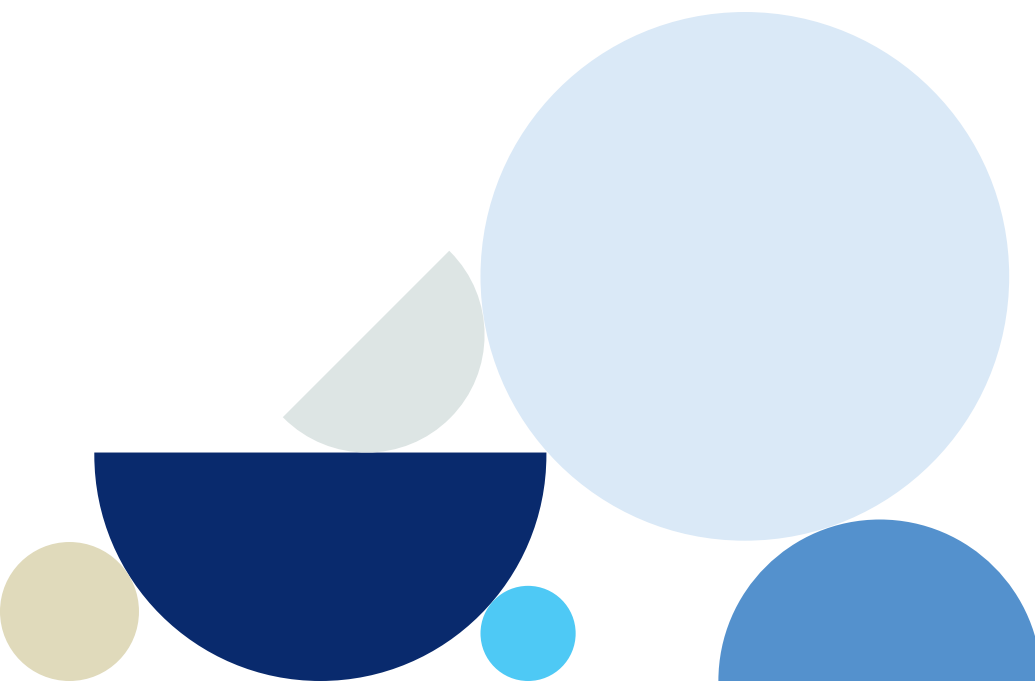


Terms of Business

For intermediary use only – not for use with your clients



Please read and retain a copy for your future reference.

THESE TERMS OF BUSINESS ('Terms') are made BETWEEN

1. Parties

Zurich Assurance Ltd ('ZAL'). Registered in England and Wales under company number 02456671.

Registered Office: Unity Place, 1 Carfax Close, Swindon SN1 1AP

AND the

INTERMEDIARY to whom these Terms have been sent

Each a Party or together the Parties

2. Background

Zurich Assurance Ltd is in the Zurich Group and is authorised by the Prudential Regulation Authority and is regulated by the FCA and the Prudential Regulation Authority, including for arranging or facilitating deals in and effecting and carrying out non-investment insurance contracts in respect of both commercial and retail customers.

These Terms describe the relationship between ZAL and Intermediaries and set out the basis on which ZAL will accept business in relation to the Products. These Terms replace any previous versions of the terms.

Certain Products that are retail protection and sickness products are made available through the Zurich Life Protection Platform and are also subject to the Platform Terms contained in Schedule 1 of these Terms.

Certain Products that are group risk protection products are made available through the Zurich Access Portal and are also subject to the Portal Terms in Schedule 2 of these Terms.

3. Definitions and Interpretation

In these Terms, unless the context otherwise requires:

'Adviser Firm' means an Intermediary acting as an insurance intermediary, authorised or otherwise permitted to do so under FCA Rules, who has entered into the Terms and who ZAL has permitted to use the Platform in accordance with Schedule 1 of these Terms.

'Advised Transaction' means all instructions received from an Intermediary on a Customer's behalf as a result of a personal recommendation made to the Customer by the Intermediary and processed by ZAL unless expressly informed that no personal recommendation has been provided.

'Adviser Charging Guides' means the Guides to Adviser Charging for Intermediaries, issued from time to time, by ZAL and forming part of these Terms.

'Applicable Laws' means any law, statutory instruments, statutes, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) including but not limited to anti-bribery and/or anti-corruption laws including without limitation, the Bribery Act 2010, competition laws, Data Protection Legislation, terrorism and money laundering which may apply to the Intermediary in the conduct of their business from time to time.

'Commission Guides' means the relevant Guide to Commission, Commission Terms and Commission Schedule for Intermediaries, as the case may be, issued from time to time, by ZAL and forming part of these Terms.

'Customer' in these Terms, means any person (natural or legal) who has taken up or intends to take up a Product and any person prospectively or potentially falling within either of the aforementioned categories.

'Data Protection Legislation' means (i) the Data Protection Act 2018 ('DPA'), (ii) the UK GDPR, (iii) the Privacy and Electronics Communication Regulations 2003, (iv) any guidance, guidelines, codes of practice or codes of conduct issued by the Information Commissioner's Office and (v) any Applicable Law replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Legislation.

'FCA' means the Financial Conduct Authority and/or any successor or replacement authority, body or organisation responsible for the regulation of relevant financial services firms in the UK;

'FCA Rules' means the rules contained in the FCA's Handbook of Rules and Guidance as amended from time to time.

'FSMA' means the Financial Services and Markets Act 2000 as amended from time to time.

'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.

'Good Industry Practice' means the policies, standards and procedures which would reasonably be expected from a skilled and experienced business that markets, sells and administers insurance products in the UK and which shall, as a minimum, be sufficient to ensure the Intermediary complies with the Regulatory Requirements.

‘Intellectual Property Rights’ means any and all copyright and related rights; rights in databases; patents; trademarks; 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.

‘Intermediary Onboarding Procedure’ means the method by which the Intermediary applies to ZAL to be a party to these Terms, as notified by ZAL from time to time.

‘Intermediary’ in these Terms means a firm or sole trader acting as an intermediary authorised by the FCA but excluding a firm that is a member of a marketing group and a product provider that sells its own packaged products.

‘IT System’ means any system or software through which quotations for policies are generated including, where applicable, the Platform or Zurich Life Protection Platform and the Portal.

‘Personal Data Breach’ has the meaning set out in the UK GDPR.

‘Personnel’ means all persons engaged or employed from time to time by the Parties in connection with these Terms, including employees, consultants, contractors, agents or sub-agents.

‘Platform’ or ‘Zurich Life Protection Platform’ means ZAL’s web-based insurance intermediation service that hosts the Platform Products and enables Adviser Firms to generate quotations and submit applications in relation to such contracts and to service such contracts once they are in force.

‘Platform Terms’ means the terms and conditions set out in Schedule 1 and the separate Platform ‘Terms of Use’ and any declarations made in the Intermediary Onboarding Procedure.

‘Platform Products’ means any pure protection retail insurance or sickness Product that is made available to Adviser Firms on the Platform.

‘Portal’ or ‘Zurich Access Portal’ means ZAL’s web-based insurance intermediation service which enables Intermediaries to generate quotations and submit applications in relation to Portal Products.

‘Portal Product’ means any pure protection group insurance Product that is made available to Intermediaries on the Portal.

‘Portal Terms’ means the terms and conditions set out in Schedule 2 and the separate Portal ‘Terms of Use’ and any declarations made in the Intermediary Onboarding Procedure.

‘Product’ means any policy, pension contract, investment contract, sickness contract or protection contract offered or arranged by or through ZAL.

‘Regulator’ means any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with the activities carried on by any party or any part, division or element thereof in respect of the activities carried out pursuant to these Terms including but not limited to the FCA and the Information Commissioner’s Office.

‘Regulator Correspondence’ means any correspondence or communication (whether written or verbal) from a Regulator.

‘Regulatory Requirements’ means all Applicable Laws in force from time to time and any reviews, guidance and codes of practice (whether or not having the force of law) in the United Kingdom, including but not limited to FSMA, FCA Rules, Prudential Regulation Authority Rules, and JMLSG Guidance Notes (as applicable) which may apply to the Parties in the conduct of their business.

‘Security Incident’ means a Personal Data Breach, or any other unauthorised exposure, access, disclosure, use, communication, deletion, revision, encryption, reproduction or transmission of any component of Zurich Data or any of the Intermediary’s IT Systems on which such Zurich Data is processed or stored.

‘Security Incident Particulars’ means, where the Security Incident involves personal data, the information that must be included in a Personal Data Breach notification, as set out in Article 33(3) of the UK GDPR or, where the Security Incident does not involve personal data, such information as ZAL reasonably requires.

‘Terms’ means these Terms of Business, including the Platform Terms, Portal Terms, and the Commission Guides, as applicable.

‘Third Party Request’ means a written request from any third party for disclosure of personal data where compliance with such request is required or purported to be required by law or regulation.

‘Transparency Requirements’ means the requirements around ensuring that processing is fair and transparent, as set out in the Data Protection Legislation.

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

'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.

'Zurich Data' means all data (including personal data), information, text, drawings, statistics, analysis and other materials embodied in any form relating to any Zurich Group Companies (and/or their respective Customers or clients) and which may be supplied to or inputted by any method by the Intermediary or ZAL and/or which the Intermediary (and any permitted sub-contractors) generates, accesses, collects, processes, stores or transmits in connection with these Terms.

'Zurich Group Companies' means Zurich Insurance Group Ltd, a company registered in Switzerland, (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.

Words in these Terms importing the singular meaning shall include the plural meaning and vice versa and words importing gender shall include the other gender and the whole shall include any part.

References in these Terms to any statute or section of any statute shall include a reference to any statutory amendment, modification or re-enactment of them for the time being in force and to every instrument, order, direction, regulation, condition, scheme or other such matter made under them or pursuant to them.

In these Terms any phrase introduced by the terms "including", "include", or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.

If there is a conflict between any term in this document and a term in the Commission Guides, the term in the Commission Guides shall prevail except for clause 7 of these Terms, paragraph 6 of the Platform Terms and paragraph 6 of the Portal Terms where these Terms shall prevail.

In these Terms any reference to "clause" refers to a clause of the main Terms and a reference to "paragraph" refers to a paragraph in the Schedules.

4. Commencement

4.1 These Terms shall come into force:

- 4.1.1** in respect of Platform Products, from the date set out in Schedule 1, paragraph 3;
- 4.1.2** in respect of Portal Products, from the date set out in Schedule 2, paragraph 3;

- 4.1.3** in respect of Products that are protection products but are not Platform Products or Portal Products, from the date on which an application for a commission account or agreement is accepted by ZAL or by the conduct of the Intermediary in submitting an application for a Product to ZAL, whichever is the earlier.

5. Zurich Life Protection Platform and the Zurich Access Portal

5.1 Notwithstanding any other provision of these Terms, the Platform Terms shall apply to an Intermediary that is an Adviser Firm in relation to:

- 5.1.1** Advice and arrangements that are facilitated in connection with the Adviser Firm's use of the Platform; and

- 5.1.2** The Adviser Firm's access to and use of the Platform.

5.2 To the extent there is a conflict between these Terms and the Platform Terms, the provisions of the Platform Terms shall prevail in respect of the matters to which the Platform Terms relate.

5.3 Notwithstanding any other provision of these Terms, the Portal Terms shall apply to an Intermediary in relation to:

- 5.3.1** Advice and arrangements that are facilitated in connection with the Intermediary's use of the Portal; and

- 5.3.2** The Intermediary's access to and use of the Portal.

5.4 To the extent there is a conflict between these Terms and the Portal Terms, the provisions of the Portal Terms shall prevail in respect of the matters to which the Portal Terms relate.

6. Relationship of the Parties

6.1 ZAL reserves the right to:

- a) decline to accept any application for a Product from the Intermediary;
- b) offer the Product to the public direct or through any media by any means, or other distributors as it may determine in its absolute discretion
- c) vary the range, specification and price of any Product.

6.2 The Intermediary has no authority to bind ZAL in contract and the Intermediary shall not provide or hold itself out as able to provide cover for any risk in respect of a Product. Further the Intermediary shall not make any representations or give any warranties or amend any standard terms and conditions or forms relating to a Product or the provision of them.

- 6.3** The Intermediary shall not create, issue, publish or circulate in any way, authorise or sponsor any advertisement, letter, form or other literature relating to any Product other than any supplied or approved in writing by ZAL.
- 6.4** There shall be no relationship of agency between the Intermediary and ZAL.
- 6.5** Subject to clause 6.3 above, no party shall use any other party's Intellectual Property Rights without the express written consent of the relevant party.

7. Commission

- 7.1** Where commission is payable, the amount of commission payable shall be solely determined by ZAL.
- 7.2** Commission shall be payable on non-advised increases, made after 31 December 2012, to Products in place with ZAL where the advice to take out the Product was received prior to the 31 December 2012.
- 7.3** Commission will continue to be payable on existing Products in place with ZAL, where the advice to take out the Product was received prior to 31 December 2012 until there is an Advised Transaction, which may result in commission ceasing.
- 7.4** An Advised Transaction or other transaction or event may result in all or part of trail commission ceasing.
- 7.5** ZAL supports commission payments as set out in these Terms.
- 7.6** ZAL may provide data concerning the conduct of commission accounts to the ELIXIR INTELLIGENCE database as amended from time to time and reserves the right to provide information and to share information with any other databases for regulatory, legal or administrative purposes.

8. Adviser Charging

ZAL will facilitate adviser charging on Products where adviser charging is supported, in accordance with these Terms and the Adviser Charging Guides.

9. Compliance with the Regulatory Requirements

- 9.1** The parties shall comply with all Regulatory Requirements applying to them, their employees and agents from time to time in respect of the promotion and sale of the Products.
- 9.2** Without prejudice to clause 9.1 above, the Intermediary warrants that it shall comply with the Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Money Laundering and Terrorist Financing (Amendment) Regulations 2019, the Financial Sanctions Terrorism and Counter Proliferation Financing legislation

(including but not restricted to the Terrorism Act 2000 (as amended by the Anti-terrorism, Crime and Security Act 2001), Counter-terrorism Act 2008 schedule 7, Terrorist Asset-Freezing Act 2010 and any such other counter terrorist, financial sanctions, counter proliferation financing or anti money laundering legislation, regulations or orders as applicable), the Joint Money Laundering Steering Group 'Prevention of Money Laundering/Combating the Financing of Terrorism' guidance notes for the UK Financial Sector (as amended), ('the JMLSG Guidance Notes'), relevant FCA Guidance Notes, any International Tax Compliance Legislation (such as the Foreign Account Tax Compliance Act (FATCA), Common Reporting Standard or that applying in connection with Crown Dependencies and Overseas Territories) (together referred to as "ITC legislation"), and any amendments or updates to any of these and such other requirements as ZAL may require from time to time. Every application must be accompanied by a completed Verification of Identity Certificate ('CVI'), except where ZAL requires or agrees to accept some other form of confirmation of identity and information.

The Intermediary hereby consents to Zurich Group Companies using any Confirmation of Verification of Identity certificates, other Identification evidence, or information in relation to compliance with ITC legislation, provided by the Intermediary, for the purposes of reliance, evidencing and recording the identity, citizenship and the tax residency of the Customer and other parties introduced by the Intermediary.

- 9.3** An Adviser Firm must, and other Intermediaries may, where it has been agreed with ZAL, submit an electronic CVI (including those that have either an electronic signature or unique electronic ID reference number), a CVI will be supplied for each relevant party in accordance with the explanatory notes contained in Annex 5:I/1 to Annex 5:II/2 of the JMLSG Guidance Notes. By presenting an electronic CVI the Intermediary warrants that it has:

- 9.3.1** fully complied with the JMLSG Guidance Notes;
- 9.3.2** sufficient 'know your customer' controls in place;
- 9.3.3** carried out full identification checks; and
- 9.3.4** confirmed whether or not the certification and other statements made by the client are reasonable.

- 9.4** In order to comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, ITC legislation, ZAL requires the Intermediary to make available such source identification data or provide further 'know your customer' evidence and other evidence that may be needed or reasonably required.

- 9.5** In accordance with the Financial Sanctions, Terrorism and Counter Proliferation legislation including the requirements of the U.S.A. Office of Foreign Asset Control (OFAC), the Intermediary warrants that:
- 9.5.1** any promotion, administration or sale of Products complies with the terms of such legislation;
 - 9.5.2** such promotions, administration or sales of Products are not for the benefit, directly or indirectly, of a restricted or designated person or entity ('restricted or designated person or entity' having the meaning given in the Financial sanctions, Terrorism and Counter Proliferation Financing legislation), including the requirements of the UK, EU and USA authorities, or on behalf of such a restricted/designated persons or entities; and
 - 9.5.3** no restricted or designated persons have been employed directly or indirectly, to act for, or on behalf of, the Intermediary in any promotion, administration or sale of Products.
- 9.6** The Intermediary shall be solely responsible for any advice provided to the Customer in respect of the Products and shall provide such advice in compliance with the FCA Rules. In particular, the Intermediary shall be responsible for establishing the demands and needs of its Customers and for taking reasonable care to ensure the suitability of its advice.
- 9.7** The Intermediary shall ensure that the Products are only distributed in accordance with the characteristics, objectives and needs of the target market of the Products as defined and made available by ZAL from time to time. The Intermediary shall provide ZAL on request with all necessary and relevant information on sales of the Products to enable ZAL to review the relevant Products and check that they remain consistent with the characteristics, objectives and needs of the identified target market.
- 9.8** The Intermediary shall promptly inform ZAL if the Intermediary becomes aware they are not distributing the Products in line with the characteristics, objectives and needs of the identified target market. Where relevant, the Intermediary will amend their distribution strategy as appropriate for the relevant Product.
- 9.9** The Intermediary shall regularly review their Product distribution arrangements to ensure that any distribution strategy used to distribute the Products is consistent with the aim of providing fair value to the Customers and shall promptly notify ZAL if the Intermediary's distribution arrangements, including without limitation its remuneration structures, do not or may not, provide fair value to the Customers.
- 9.10** In order to assist ZAL in determining whether the Products offer fair value in accordance with its Regulatory Requirements, the Intermediary shall provide ZAL on request with all necessary and relevant information to enable ZAL to identify the remuneration and services associated with the distribution arrangement for each Product and confirmation that the Intermediary's remuneration is consistent with its obligations under the Regulatory Requirements.
- 9.11** In the event that a fair value assessment identifies that the distribution arrangement detrimentally affects the intended value of the Products, ZAL and the Intermediary will engage and agree appropriate remedial actions in line with their Regulatory Requirements. This may include, but will not be limited to, consideration as to whether redress is required.
- 9.12** The Intermediary shall ensure that its distribution arrangements are consistent with the FCA's Consumer Duty. This includes acting in good faith towards Customers, avoiding foreseeable harm to Customers, and enabling and supporting Customers to pursue their financial objectives. Where the Intermediary identifies any Customers have experienced harm, it shall promptly notify ZAL of the harm and the actions the Intermediary is taking to address that harm.
- ## **10. Customers**
- 10.1** In connection with the promotion and sale of the Products the Intermediary shall for all purposes be the agent of the Customer.
- 10.2** The Intermediary shall pass on promptly any information for a Customer in connection with a Product.
- 10.3** The Intermediary shall deal with any complaint by or on behalf of a Customer in relation to a Product and shall indemnify ZAL against any losses, damages, costs and expenses reasonably incurred including any payments made by ZAL:
- 10.3.1** to a Customer otherwise than under the terms of a Product; or
 - 10.3.2** to any third party, on an ex gratia basis or otherwise; or
 - 10.3.3** to a Customer or third party pursuant to an order of a court, ombudsman or other tribunal or authority; or
 - 10.3.4** to a Customer's Product in place of or in addition to any payments by that Customer
- which has been made necessary because of the negligence, misrepresentation, fraud or improper conduct of, or a failure to comply with these Terms by the Intermediary or any of its employees or agents.

10.4 ZAL may contact Customers in relation to the promotion and sale of any Product and for any other lawful purposes including direct marketing, research, product administration and servicing and upon request from the Customer or as required by any Regulatory Requirements or Regulator.

11. Data Protection

11.1 For the purposes of these Terms:

- a) 'controller', 'processor', 'data subject', 'personal data', and 'processing' shall have the meanings set out in the UK GDPR;
- b) 'process' and 'processed' when used in relation to the processing of personal data, shall be construed accordingly and for the purposes of these Terms will include both manual and automatic processing.
- c) Any reference to 'personal data' includes a reference to 'sensitive personal data', as applicable, whereby 'sensitive personal data' means personal data that incorporates the special categories of personal data as are listed in Article 9(1) of the UK GDPR.

11.2 Subject to clause 12, the Parties agree that the processing of personal data under these Terms is only permitted for the purposes of the provision of Products to Customers and thereafter the administration and management of such Products (the "Permitted Purpose").

11.3 The Parties agree that they shall each act as a controller of the personal data processed under these Terms and will each comply with their respective obligations under the Data Protection Legislation.

11.4 Each Party shall provide the other Party with all reasonable co-operation and assistance required by it (if applicable) in relation to any correspondence or complaint relating to the exercising of any data subject rights, or Regulator Correspondence, which shall include, (if applicable):

- a) notification within forty-eight (48) hours following receipt of any correspondence or complaint relating to the exercising of any data subject rights or Regulator Correspondence, which relates directly or indirectly to the processing of the personal data under these Terms or to either Party's compliance with the Data Protection Legislation; and
- b) a copy of such correspondence or complaint relating to the exercising of any data subject rights or Regulator Correspondence and reasonable information regarding circumstances giving rise to such correspondence or complaint.

11.5 Where the Intermediary collects personal data as envisaged under these Terms which it subsequently provides to ZAL howsoever provided, it shall:

- a) ensure that it is not subject to any prohibition or restriction that would prevent or restrict:
 - it from providing the personal data, to ZAL; or
 - ZAL from processing the personal data;
- b) ensure that fair processing notices have been given (and/or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up-to-date in order to meet the Transparency Requirements to enable ZAL to process the personal data in order to obtain the benefit of their rights, and to fulfil their obligations, under these Terms in accordance with the Data Protection Legislation;
- c) ensure that the personal data is accurate, adequate, relevant and limited to what is necessary in relation to the Permitted Purposes.

11.6 Each Party shall not, by its acts or omissions, cause the other Party to breach its respective obligations under the Data Protection Legislation.

11.7 ZAL may share personal data which the Intermediary transfers to ZAL with:

- a) the Zurich Group Companies; and/or
- b) business partners for the purposes of policy administration, these Terms or business analysis; or
- c) reinsurers; and
- d) Regulators in accordance with Regulatory Requirements.

11.8 The Parties shall only disclose the personal data collected for the Permitted Purpose to Personnel that are required by each Party to assist them in meeting their obligations under these Terms, and the Parties shall ensure Personnel have entered into appropriate contractually-binding confidentiality undertakings in accordance with UK GDPR. The Parties shall ensure that each member of Personnel have received and continue to receive reasonable levels of training in Data Protection Legislation and in the care and handling of personal data.

11.9 The Parties shall notify each other the earlier of, forty-eight (48) hours of becoming aware of a Security Incident or a communication regarding such a Security Incident being issued to the data subject, including providing the Security Incident Particulars and such up-dates, assistance and co-operation as may reasonably be required. The Intermediary shall not store, back up or transfer any Zurich Data via any form of portable storage media unless such media is fully encrypted in accordance with Good Industry Practice.

12. Termination

- 12.1** ZAL may terminate these Terms at any time by written notice.
- 12.2** These Terms shall terminate immediately on the occurrence of any of the following events:
- 12.2.1** the revocation or suspension of any party's authorisation by the FCA.
 - 12.2.2** the bankruptcy or liquidation (other than voluntarily for the purpose of amalgamation or reconstruction) of any party or a party being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or a receiver or similar officer is appointed in respect of all or any part of the business or assets of a party.
 - 12.2.3** the charging or conviction of any director, employee or agent of the Intermediary of any criminal offence (other than a minor traffic offence) which in the reasonable opinion of the other parties has a material adverse effect on these Terms or the reputation of the other parties.

13. Effect of Termination

- 13.1** All rights and obligations of the parties under these Terms shall terminate automatically save for:
- 13.1.1** such rights of action as shall have accrued prior to termination (including without limitation any and all actions for any breach of any of these Terms, including the Platform Terms and the Portal Terms) as applicable;
 - 13.1.2** clauses 11 and 13;
 - 13.1.3** paragraph 14 of the Platform Terms
 - 13.1.4** paragraph 14 of the Platform Terms, and
- 13.2** Any outstanding applications for a Product shall be properly completed and fulfilled by the Intermediary as expressly permitted by ZAL.
- 13.3** No commission shall be payable to the Intermediary in the event of termination under clause 12.2.1 or clause 12.2.2 due to the Intermediary's own insolvency.
- 13.4** Any books, documents, computer hardware or software belonging to ZAL and in the possession, custody or control of the Intermediary shall be returned to ZAL immediately upon request and the Intermediary's licence to hold or use the same shall cease upon termination of these Terms.

14. Variation

- 14.1** ZAL may amend any clause in these Terms or introduce new clauses from time to time by issuing updates to these Terms or publishing a new version of these Terms and is accepted by the Intermediary on the Intermediary's use.
- 14.2** Without prejudice to clause 14.1, ZAL may amend the Commission Guides where required by law, or acting reasonably it considers it necessary to react to market or regulatory circumstances or increased expenses. Such amendments may be implemented by updates to the Commission Guides or by publishing a new version of the Commission Guides and is accepted by the Intermediary on the Intermediary's use.

15. Notices

Any notices to be served under these Terms shall be in writing and shall be delivered or sent by first class mail to the addresses held by the parties for each other from time to time.

16. Third Parties

Except for any Zurich Group Company, the Contracts (Rights of Third Parties) Act 1999 will not apply to these Terms. No other person who is not a party to these Terms will have the right, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, to enforce any term of these Terms which expressly or by implication confers a benefit on that person without the express prior agreement of the parties to these Terms. ZAL can amend, supplement or terminate these Terms without the consent of any other Zurich Group Company.

17. Assignment

No assignment of these Terms of Business is permitted except that ZAL may transfer the benefits and burdens under these Terms of Business to any Zurich Group Company.

18. Governing Law

These Terms and any disputes or claims whether contractual or non-contractual arising out of these Terms shall be construed and interpreted in accordance with the relevant law, if any, stated in the Commission Guides. In the absence of any such statement, the laws of England shall apply and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

Schedule 1

Zurich Life Protection Platform

Terms of Business

1. Background

The Zurich Life Protection Platform is operated and maintained by ZAL and provides access to a range of pure protection and sickness insurance products. The Intermediary wishes to be given access to the Zurich Life Protection Platform to facilitate the provision of advice on and arrangement of the Platform Products.

This Schedule sets out the Zurich Life Protection Platform Terms of Business and describes the terms and conditions upon which:

- (i) the Adviser Firm will act as an intermediary in advising and arranging for Clients to purchase Platform Products on the Platform and servicing such Clients; and
- (ii) the Platform will be used.

These Platform Terms (as amended from time to time) will govern the relationship between ZAL and the Adviser Firm and any Nominated Users and are legally binding.

Subject to the terms set out below, ZAL will allow the Adviser Firm (as agent of the Client) and Nominated Users, access to the Platform.

2. Definitions and Interpretation

Words importing the singular meaning will include the plural meaning and vice versa, and words importing gender will include the other gender, and the whole will include any part.

References to any statute or section of any statute will include a reference to any statutory amendment, modification or re-enactment of them for the time being in force and to every instrument, order, direction, regulation, condition, scheme or other such matter made under them or pursuant to them.

References to 'writing' or 'written' includes faxes, letters and any legible reproduction of words delivered in permanent and tangible form, including email.

Defined terms shall have the meaning given to them in the Terms and, unless the context otherwise requires:

'Application' means an application for (i) a Platform Product or (ii) a Mid-Term Amendment, which is made by or on behalf of the Client and that needs to be submitted to ZAL in order for ZAL to determine whether to issue the Client with a Policy or amend a Policy, as applicable.

'Appropriate Disclosure' means disclosures required of the Adviser Firm and Intermediary, as applicable, under Regulatory Requirements, but not limited to the necessary know your customer checks, providing the necessary literature and documentation, including the Documentation Deliverables and any documentation that may need to be provided prior to a Mid-Term Amendment.

'Business Day' means a day commercial banks are open for business in London except Saturday, Sunday or a bank holiday in England.

'Client' means a Customer 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.

'Documentation Deliverables' means all documentation that is required to be provided by ZAL to the Client in connection with the sale of any Policy, or a Mid-Term Amendment, in each case pursuant to the FCA Rules and any other documentation that ZAL may reasonably require the Adviser Firm to provide. See paragraph 4.2.2.

'Effective Date' means the date on which the Existing Adviser Firm first accesses the Platform.

'Employee' means an individual who works for an Adviser Firm or where the firm is not a corporate entity an individual who is entitled to a share of the firm's profits.

'Existing Adviser Firm' means an Intermediary that entered into the Terms prior to the Effective Date.

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

'Firm Consultant' means an Employee of the Adviser Firm who provides insurance advice or other intermediary services to Clients and who has self-registered to the Platform and received a password granting them access to the Platform.

'Firm Paraplanner' means an employee of the Adviser Firm that provides assistance to Firm Consultants and administrative support to Clients and who has been granted access to the Platform by the Firm Administrator.

'Material Breach' means a breach by the Adviser Firm, or the Nominated Users of the Platform or of the Platform Terms.

'Mid-Term Amendment' means any changes made to a Client's Policy following issuance which are facilitated by the Adviser Firm via the Platform or manually processed by ZAL at the Adviser Firm's request.

‘New Adviser Firm’ means an Intermediary who is not an Existing Adviser Firm.

‘Nominated User’ means Employees of the Adviser Firm, including Firm Administrators, Firm Consultants and Firm Paraplanners, along with selected third parties that may be nominated by the Adviser Firm to use the Platform.

‘Party’ means ZAL and the Adviser Firm.

‘Policy’ means any contract of insurance in relation to the Platform Products, which is entered into between ZAL and a Client the sale of which the Adviser Firm has facilitated via the Platform.

‘Quotation’ means an indicative illustration of the premium payable in relation to a prospective Policy generated on the Platform and provided by the Adviser Firm to a Client.

‘Terms of Use’ means the separate terms and conditions relating to how the Adviser Firm, Nominated User and/or Clients use the Platform.

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

3. Commencement

3.1 The Platform Terms will come into force in respect of:

- 3.1.1** New Adviser Firms, from the date on which the Intermediary Onboarding Procedure is complete. ZAL will notify the New Adviser Firm when this has happened; and
- 3.1.2** Existing Adviser Firms, from the Effective Date.

3.2 For Adviser Firms that do not have a direct relationship with ZAL (as with an appointed representative for example), access to the Platform will be given once the principal firm is granted access.

4. Relationships

4.1 The Adviser Firm’s relationship with ZAL:

- 4.1.1** Nominated Users must have an email account to be eligible to use the Platform. It is the Nominated Users’ responsibility to ensure that the email address supplied is correct and settings are enabled to receive emails from ZAL.
- 4.1.2** Email is an acceptable method of communication with ZAL. 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. ZAL reserves the right to request originals of any communication.

4.1.3 The Adviser Firm and Nominated Users are responsible for the content of their electronic communications and ZAL reserves the right to monitor use and act appropriately in the event of improper use. ZAL is not responsible for the accuracy of messages sent by email from the Adviser Firm or Nominated Users to ZAL.

4.1.4 Instructions from the Adviser Firm to ZAL will primarily be through the Platform.

4.1.5 The Platform is provided to the Adviser Firm and Nominated Users by ZAL, and selected third parties, on the condition that it will be used in accordance with Platform Terms and any terms and conditions required by the selected third parties.

4.1.6 The Adviser Firm acknowledges that neither ZAL, nor its employees, agents or subcontractors are providing financial, investment, legal or tax advice, or meeting, or taking responsibility for any regulatory obligations on behalf of the Adviser Firm.

4.1.7 ZAL may request Client identification and verification documentation from the Adviser Firm at any time.

4.1.8 The Adviser Firm will provide to ZAL any information requested by ZAL within 7 Business Days unless a different timescale is specified. The Adviser Firm will act on instructions given by the Client within 7 Business Days unless the instruction requires immediate action by the Adviser Firm or a different timescale is specified by the Client.

4.1.9 Zurich shall make the Documentation Deliverables available to the Adviser Firm on the Platform.

4.1.10 ZAL reserves the right to:

- (a) decline to accept any Application that is submitted by the Adviser Firm;
- (b) offer the Platform Products to the public directly or through any media by any means, or other distributors as it may determine in its absolute discretion; and
- (c) vary the range, specification and price of any Platform Products.

4.2 The Adviser Firm's relationship with the Client:

- 4.2.1** The Adviser Firm will be solely responsible for any advice provided to the Client in respect of the Platform Products or any Policy and shall provide such advice in compliance with the FCA Rules. In particular, the Adviser Firm shall be responsible for establishing the demands and needs of its Clients and for taking reasonable care to ensure the suitability of its advice.
- 4.2.2** The Adviser Firm will provide the Client with the Documentation Deliverables in good time so that ZAL complies with the Regulatory Requirements.
- 4.2.3** Where a Client is a 'consumer' for the purposes of the FCA Rules the Adviser Firm shall draw that Client's attention to the importance of reading the Documentation Deliverables in good time so that ZAL and the Adviser Firm can comply with the Regulatory Requirements.
- 4.2.4** The Adviser Firm will ensure that the Client has an insurable interest in respect of the relevant Platform Product prior to the submission of an Application.
- 4.2.5** The Adviser Firm will obtain the Client's approval before submitting an Application.
- 4.2.6** The Application will require certain information to be provided and declarations to be made by the Client. The Adviser Firm will obtain these from the Client and is responsible for ensuring that the Client is made aware of the importance of responding to any such questions or declarations honestly and with the utmost good faith and that a failure in this regard may result in the Policy being cancelled or altered by ZAL.
- 4.2.7** Where the Client has selected email as a correspondence method, the Adviser Firm will inform the Client that they must ensure their email settings are enabled to receive email from ZAL.
- 4.2.8** The Adviser Firm will at all times adhere to the Financial Conduct Authority's Consumer Principle and will ensure that it communicates information to Clients in a way that, in addition to being clear, fair and not misleading, is understandable and facilitates informed Client decisions.
- 4.2.9** The Adviser Firm will ensure that Clients are given appropriate information, in accordance with FCA Rules, about any Platform Product or Policy in good time and in a comprehensible form so that the Client can make an informed decision about the arrangement proposed.

4.2.10 ZAL will treat the Client as a client under the FSMA, and all Regulatory Requirements.

4.2.11 The Adviser Firm warrants that it is competent, duly authorised to carry out insurance advice and recommendations and has full authority to act on the Client's behalf. Declarations and information provided on the Platform by the Adviser Firm, including those set out in the Application, will be accepted by ZAL on the basis that the Adviser Firm has taken instruction from and verified the declaration and information with the Client.

4.2.12 The Adviser Firm will at all times act in accordance with the Client's instructions. The Adviser Firm will act professionally, honestly, promptly, in an orderly and business-like manner, and use all due care and skill in acting for the Client in providing information, advice, guidance and recommendations in respect of the Platform Products whilst the Client is using and benefiting from the Platform through the Adviser Firm.

4.2.13 The Adviser Firm may employ or appoint agents or representatives (including any appointed representatives and Nominated Users). ZAL will not have any contractual relationship with any such agents, representatives or Nominated Users of the Adviser Firm but the Adviser Firm will require all agents, representatives and Nominated Users to comply with the Platform Terms.

5. Adviser Firm's use of the Zurich Life Protection Platform

5.1 By:

5.1.1 in the case of a New Adviser Firm, an authorised signatory completing the Intermediary Onboarding Procedure or,

5.1.2 in the case of an Existing Adviser Firm, accessing the Zurich Life Protection Platform, the Adviser Firm confirms that:

- (a) it has read, accepted and agreed that it will be bound by the Platform Terms;
- (b) any information provided is accurate, true and complete; and
- (c) if applicable all agents, appointed representatives and Nominated Users will be aware of and will comply with the Platform Terms and that the Adviser Firm will be responsible for the acts and omissions of agents, appointed representatives and Nominated Users as if they were the acts or omissions of the Adviser Firm.

- 5.2** The Adviser Firm confirms that any other information it provides to ZAL in relation to the set-up of its access to or its subsequent use of the Platform shall be accurate, true and complete.
- 5.3** The information provided by the Adviser Firm during the Intermediary Onboarding Procedure and on any set-up form ZAL requires will be checked by ZAL, or through selected third parties.
- 5.4** ZAL reserves the right to decline to accept an Adviser Firm's application to use the Platform without giving any reasons.
- 5.5** ZAL reserves the right to make relevant searches, screening and checks (including credit checks) itself, or through selected third parties, on the Adviser Firm and its owners, directors, employees, co-partners, agents, principals and appointed representatives and the Adviser Firm will provide all necessary consents and information to allow the checks to be performed at any time whilst the Platform Terms apply.

6. Adviser Firm Commission

- 6.1** ZAL shall pay commission to the Adviser Firms in accordance with the terms set out in the Commission Guide as may be amended from time to time, or to Adviser Firms or third parties under a separate commission sharing arrangement. Where a commission sharing arrangement is in place with Adviser Firms or third parties, the Intermediary shall direct any commission disputes relating to commission sharing to the Adviser Firm or third party. The Intermediary acknowledges and agrees that where a commission sharing arrangement is in place, ZAL's payment of commission pursuant to the commission sharing arrangement constitutes full discharge of ZAL's obligation to pay commission to the Intermediary, Adviser Firm or third party.
- 6.2** The Commission Guide applicable from time to time shall be hosted on the Platform.
- 6.3** Without prejudice to clause 14 of the Terms, ZAL may amend the Commission Guide where required by Regulatory Requirements, or if, acting reasonably, it considers it necessary to react to market or regulatory circumstances or increased expenses. Such amendments may be implemented by updates to the Commission Guide or by publishing a new version of the Commission Guide and is accepted by the Adviser Firm on the Adviser Firm's continued use of the Platform.
- 6.4** If there is any conflict between any term in these Platform Terms and the Commission Guide, the terms in the Commission Guide will prevail.

7. Transacting on the Platform

- 7.1** The Platform provides Adviser Firms with access to certain Platform Products and enables Adviser Firms to generate Quotations and to submit Applications.
- 7.2** Currently, the Adviser Firm must have a place of business in the UK where business is regularly conducted to be eligible to use the Platform
- 7.3** All Applications from the Adviser Firm will be treated by ZAL as a valid Application from the Client and as being provided with the authority of the Client.
- 7.4** The Adviser Firm is not permitted to hold Client money on ZAL's behalf.
- 7.5** ZAL reserves the right to temporarily remove the Adviser Firm's or Nominated Users access to the Platform.

8. Using the Zurich Life Protection Platform

- 8.1** The Adviser Firm, unless they are a sole trader, must appoint at least two Firm Administrators and must continue to have at least two recorded on the Platform at all times.
- 8.2** Firm Administrators will be granted on-going access to the Platform by ZAL and are responsible for arranging access to the Platform for Nominated Users with the appropriate permissions. Firm Consultants will self-register for access to the Platform and will be allocated to a particular Adviser Firm by ZAL based upon the FCA firm registration number submitted by the Firm Consultant.
- 8.3** Firm Paraplanners will be automatically granted access to the accounts of all Firm Consultants that have been allocated to the relevant Adviser Firm or an associated advisory firm that is a Nominated User under the access permission of the Adviser Firm. This access may be amended by the Firm Administrator and it is the Adviser Firm's responsibility to ensure that this access is restricted as appropriate given the nature of the role of a Firm Paraplanner within the Adviser Firm. If access is not restricted then the Adviser Firm shall ensure that appropriate information barriers are in place.
- 8.4** Unless a Nominated User already has a Username and password a Username and temporary password will be provided to Nominated Users by ZAL. When logging in for the first time, a prompt will be given to select a new password, set up a memorable word and provide three questions and answers to be used for security purposes. Nominated Users must always keep their Username, password, memorable word, and security questions and answers secure and must not disclose them.

- 8.5** It is the responsibility of the Adviser Firm to ensure that access permissions granted to Nominated Users are appropriate and to ensure that Usernames, passwords, memorable words and security questions and answers are kept secure and only used by the person that they are allocated to. The Adviser Firm is responsible for putting in place a control procedure and will be liable for any security breaches.
- 8.6** ZAL may change Usernames or passwords for security or technical reasons, or for legal or regulatory reasons. Nominated Users will be notified if this happens. ZAL reserves the right to disable Usernames or passwords for failure to comply with the Platform Terms or if ZAL are required to do so by any Regulatory Requirements or Regulator.
- 8.7** Firm Administrators are responsible for removing access to the Platform where the Adviser Firm, Nominated User or any person nominated by the Adviser Firm has access to the Platform whether or not such access has been authorised by the Adviser Firm, and this access needs to be removed, including where such person leaves the employ or appointment of the Adviser Firm. The Firm Administrator shall, as soon as reasonably practicable, inform ZAL that such access has been removed.
- 8.8** Firm Administrators can request that new passwords are issued to Nominated Users or Clients.
- 8.9** The Adviser Firm or Nominated User will notify ZAL immediately of any threat or potential threat to a Username, password, memorable word or security questions and answers. If ZAL is not told and a Quotation is provided to a Client or an Application submitted, ZAL will not accept liability for any loss incurred as a result of the breach in security.
- 8.10** Adviser Firms shall use best endeavours to ensure that any device used to access the Platform is secure and free from malicious software. ZAL will not accept liability for any loss incurred as a result of the device used to access the Platform.
- 8.11** It is the Adviser Firms' responsibility to check for and act on alert messages that are sent from the Platform.
- 8.12** Nothing contained on the Platform is intended to or constitutes an offer to contract to an Adviser Firm in any country in which it is accessed, including (without limitation), the United Kingdom, or an offer to sell any Platform Product which may be available through the Platform in any country. Further, with respect to Adviser Firms 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 Adviser Firm's own professional opinion and in compliance with local laws.
- 8.13** Other than obviously editable fields Adviser Firms are not allowed to alter or amend Platform content, in particular Adviser Firms must not amend or alter in any way any of the ZAL documentation that is hosted on the Platform including the Documentation Deliverables.
- ## 9. Adviser Firm general obligations
- 9.1** The Adviser Firm will only submit business on the Platform at the Client's instruction and having provided appropriate advice.
- 9.2** The Adviser Firm, their employees, agents and representatives will comply with all Regulatory Requirements.
- 9.3** Without prejudice to paragraph 9.2, the Adviser Firm warrants that they will comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Financial Sanctions Terrorism and Counter Proliferation Financing legislation (including but not restricted to the Terrorism Act 2000 (as amended by the Anti-terrorism, Crime and Security Act 2001), Counter-terrorism Act 2008 schedule 7, Terrorist Asset-Freezing Act 2010 and any such other counter terrorist, financial sanctions, counter proliferation financing or anti money laundering legislation, regulations or orders as may be applicable), the JMLSG Guidance Notes, relevant FCA Guidance Notes, any ITC legislation, and any amendments or updates to any of these and such other requirements as ZAL may request from time to time.
- 9.4** The Adviser Firm will ensure that:
- 9.4.1** all relevant and necessary consents, including those for data protection, have been obtained;
- 9.4.2** where the Policy is to be held in the name of more than one Client the Adviser Firm must ensure that the relevant Application is being submitted in accordance with the terms agreed between the Adviser Firm and the Clients;
- 9.4.3** all verifications and checks have been completed, including those required under ITC legislation;
- 9.4.4** where a Policy will be held on trust, all necessary documentation is in place to allow the creation of the trust; and
- 9.4.5** Appropriate Disclosures are made at all relevant times to facilitate ZAL's provision of Quotations, delivery of the Platform Products, acceptance of Mid-Term Amendments and the Platform.

- 9.5** The Adviser Firm and the Nominated User must not:
- 9.5.1** make any statements, promises, commitments or representations of any kind beyond those it is able to give in accordance with its permissions with the FCA, or that damage the ZAL or Zurich Group's reputation or image; nor
 - 9.5.2** expressly or impliedly hold itself out or permit itself to be held out as having authority beyond the authority and permissions it has with the FCA.
- 9.6** Notwithstanding ZAL's right to terminate these Platform Terms under paragraphs 13.1 and 13.2, if the Adviser Firm or Nominated User makes any statement, promise, commitment or representations referred to in paragraph 9.5.1 or holds itself out as having authority beyond the authority and permissions it has with the FCA referred to in paragraph 9.5.2, ZAL reserves the right to request the alteration or removal of any statement and should it do so, the Adviser Firm will make the alteration or removal within the timescale requested by ZAL.
- 9.7** The Adviser Firm will ensure that information on the Platform about the Adviser Firm and Client is kept up to date, complete, true, accurate and in accordance with Regulatory Requirements.
- 9.8** The Adviser Firm undertakes to provide timely, accurate and complete information to Clients and to ZAL. ZAL is not obliged to check such information for accuracy or completeness and is not liable for any inaccuracies or incompleteness.
- 9.9** It is the Adviser Firm's responsibility to provide the Client with adequate disclosure of its fees and remuneration in accordance with the FCA Rules both prior to the conclusion of the sale of the Platform Product and prior to the conclusion of any Mid-Term Amendment.
- 9.10** The Adviser Firm will keep full records relating to Clients for the purposes of the Adviser Firm fulfilling their obligations in the Platform Terms.
- 9.11** The Adviser Firm will not make any representations or give any warranties or amend any terms and conditions relating to the Platform.
- 9.12** The Adviser Firm will at all times have sufficient insurance cover in place to satisfy the Adviser Firm's obligations under the Platform Terms, and the Regulatory Requirements.
- 9.13** Where appropriate permissions are held, the Adviser Firm will hold Client money appropriately and in accordance with the Client's instructions and Regulatory Requirements.
- 9.14** The Adviser Firm will only use the material provided on the Platform in relation to the Platform and the Platform Products.
- 9.15** The Adviser Firm will notify ZAL immediately if there is a breach or a suspected breach of the Platform Terms or of the Platform in general.
- 9.16** The Adviser Firm will assist ZAL with any enquiry or investigation ZAL reasonably requires of the Adviser Firm, and will assist ZAL with the resolution of any complaint by, or on behalf of, a Client in relation to the Client's Policy.
- 9.17** The Adviser Firm will notify ZAL of any change in the Adviser Firm's place of business or residency, and any change in the residency of the Client prior to the change taking place.
- 9.18** The Adviser Firm will ensure that all agents, appointed representatives and Nominated Users are aware of, accept and comply with the Platform Terms. The Adviser Firm will be responsible for the acts and omissions of its agents, appointed representatives, Nominated Users and/or any person the Adviser Firm has nominated for access to the Platform whether or not such access has been authorised by the Adviser Firm, as if they were the acts or omissions of the Adviser Firm.
- 9.19** The Adviser Firm shall not accept any fee, commission or non-monetary benefit which is not permissible under any Applicable Law.
- 9.20** The Adviser Firm shall ensure that the Platform Products are only distributed in accordance with the characteristics, objectives and needs of the target market of the Platform Products as defined and made available by ZAL from time to time. The Adviser Firm shall provide ZAL on request with all necessary and relevant information on sales of the Platform Products to enable ZAL to review the relevant Platform Products and check that they remain consistent with the characteristics, objectives and needs of the identified target market.
- 9.21** The Adviser Firm shall promptly inform ZAL if the Adviser Firm becomes aware they are not distributing the Platform Products in line with the characteristics, objectives and needs of the identified target market. Where relevant, the Adviser Firm will amend their distribution strategy as appropriate for the relevant Platform Product.
- 9.22** The Adviser Firm shall regularly review their Platform Product distribution arrangements to ensure that any distribution strategy used to distribute the Platform Products is consistent with the aim of providing fair value to the Clients and shall promptly notify ZAL if the Adviser Firm's distribution arrangements, including without limitation its remuneration structures, do not or may not, provide fair value to the Clients.

9.23 In order to assist ZAL in determining whether the Platform Products offer fair value in accordance with its Regulatory Requirements, the Adviser Firm shall provide ZAL on request with all necessary and relevant information to enable ZAL to identify the remuneration and services associated with the distribution arrangement for each Platform Product and confirmation that the Adviser Firm's remuneration is consistent with its obligations under the Regulatory Requirements.

9.24 In the event that a fair value assessment identifies that the distribution arrangement detrimentally affects the intended value of the Products, ZAL and the Adviser Firm shall engage and agree appropriate remedial actions in line with their Regulatory Requirements. This may include, but will not be limited to, consideration as to whether redress is required.

9.25 The Adviser Firm shall ensure that its distribution arrangements are consistent with the FCA's Consumer Duty. This includes acting in good faith towards Clients, avoiding foreseeable harm to Clients, and enabling and supporting Clients to pursue their financial objectives. Where the Adviser Firm identifies any Clients have experienced harm, it shall promptly notify ZAL of the harm and the actions the Adviser Firm is taking to address that harm.

10. Intellectual Property

10.1 No party will use any of the other party's intellectual property without the express written consent of the relevant party.

10.2 The Adviser Firm acknowledges that all Intellectual Property Rights in the Platform and the ZAL name and logo belong to or are licensed to the Zurich Group and that in performing its obligations in the Platform Terms, neither the Adviser Firm nor any Nominated User will obtain any Intellectual Property Rights or other rights in the Platform, its contents, or the ZAL name and logo.

10.3 The Adviser Firm undertakes not to damage or diminish the goodwill or reputation attaching to the ZAL name and logo and Intellectual Property Rights of the Platform and the ZAL name and logo.

10.4 The Adviser Firm must not frame, copy, modify (other than contemplated under paragraph 8.13), post, alter, reproduce, or link to any part of the Platform without ZAL's prior written consent.

10.5 The Adviser Firm must not carry out any act or omission which ZAL deems to materially damage ZAL or a Zurich Group company's reputation or image.

10.6 The Adviser Firm must not imply or state that ZAL endorses, sponsors, recommends or otherwise approves the Adviser Firm or the Adviser Firm's services and website.

10.7 The Adviser Firm will not produce any literature or advertisement relating to ZAL and Zurich Group's business (including, but not limited to the Zurich Group company name or logo or that of any associated company in the Zurich Group) without ZAL's written permission, such written permission not to be unreasonably withheld or delayed.

10.8 All literature within the ZAL documents library on the Platform will be the property of the Zurich Group.

11. Confidentiality

11.1 Within the scope of Regulatory Requirements, the Adviser Firm will keep Client information confidential and secure to prevent misuse, and also keep confidential and secure any information intended to be confidential relating to ZAL and/or the Zurich Group that the Adviser Firm acquires or is informed of in the course of its business with ZAL.

12. Indemnity and Liability

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

12.2 The Adviser Firm will indemnify and keep ZAL and Zurich Group companies indemnified, and their agents and delegates, or the Client directly if so directed, against all losses incurred directly or indirectly as a result of:

12.2.1 any failure by the Adviser Firm to comply with all Regulatory Requirements, confirmations, undertakings, warranties and other liabilities undertaken under the Platform Terms;

12.2.2 loss due to untrue, inaccurate, unlawful or incomplete information having been given by, or on behalf of the Adviser Firm, or a failure to advise ZAL of previous information becoming untrue, inaccurate, unlawful or incomplete;

12.2.3 misuse or infringement by the Adviser Firm or Nominated Users of Zurich Group Intellectual Property, or any third party Intellectual Property;

12.2.4 loss incurred from a failure to keep usernames, passwords and memorable words secure and undisclosed;

12.2.5 loss or damage to devices, computer equipment or programs;

12.2.6 the Adviser Firm or Nominated User providing incorrect information due to the information being changed from that provided by the Platform, and/or it being given to anyone who is not entitled to receive it;

- 12.2.7** information given by the Adviser Firm to ZAL that is later contested by the Client as not accurately reflecting the information provided by the Client or as being fraudulent; or
- 12.2.8** the negligence, misrepresentation, improper conduct of, or breach of the Platform Terms by the Adviser Firm, or any of the Adviser Firm's employees, agents, representatives, Nominated Users and/or any person the Adviser Firm has nominated for access to the Platform whether or not such access has been authorised by the Adviser Firm.
- 12.3** ZAL will only be liable to the Adviser Firm for losses arising directly as a result of ZAL's negligence, fraud, fraudulent misrepresentation or wilful default. In no circumstances will ZAL nor any Zurich Group company be liable for loss of profits, whether direct or indirect or for special, indirect, incidental or consequential damages or losses, including but not limited to the following:
- 12.3.1** loss of business;
- 12.3.2** damage to reputation;
- 12.3.3** loss or damage to computer equipment, devices or programs;
- 12.3.4** any error, corruption, inaccuracy or incompleteness of any information the Client, Adviser Firm or Nominated User inputs;
- 12.3.5** loss or damage caused by delays in transacting or of security breaches;
- 12.3.6** loss associated with business interruption;
- 12.3.7** loss caused by reason of non-receipt of an email due to the email address supplied being incorrect or settings not being enabled to receive emails from ZAL;
- 12.3.8** inaccuracies or errors in links from the Platform or the material contained in third party services' material in the links;
- 12.3.9** loss of data, goodwill, anticipated savings, contracts, management time, expectation or investment opportunity;
- 12.3.10** loss incurred due to the unavailability of the Platform;
- 12.3.11** loss incurred through the fraudulent activity or negligence of the Adviser Firm, Nominated User and/or any person the Adviser Firm has nominated for access to the Platform whether or not such access has been authorised by the Adviser Firm; or
- 12.3.12** losses caused to a Client or any other person due to information given by the Adviser Firm to ZAL that are later contested by the Client as not accurately reflecting the information provided by the Client or, as being fraudulent.
- 12.4** Nothing in these Platform Terms shall exclude or limit ZAL's liability for death or personal injury resulting from any act, omission or negligence of ZAL or its officers, agents, employees, contractors, or any other liability the exclusion of which is expressly prohibited by law
- ## 13. Termination
- 13.1** ZAL may terminate the Platform Terms at any time, without reason, on written notice to the Adviser Firm.
- 13.2** The Platform Terms will terminate immediately if a party commits a material breach of any of these Platform Terms (the 'Breaching Party') which is not capable of remedy, or if such breach is capable of remedy, the Breaching Party fails to remedy the breach within thirty Business Days of receipt of a notice stating the breach and requiring the breach to be remedied.
- 13.3** For the avoidance of doubt, these Platform Terms will terminate automatically upon the termination of the Terms.
- ## 14. Effects of Termination
- 14.1** Termination under this paragraph 14 shall only terminate the Platform Terms and shall have no impact on any other provision in the Terms, which will continue in full force and effect between ZAL and the Intermediary.
- 14.2** All rights and obligations of the parties under the Platform Terms will terminate automatically except for:
- 14.2.1** such rights of action as will have accrued prior to termination (including without limitation any and all actions for any breach of any of the Platform Terms); and
- 14.2.2** paragraphs 12 and 14.
- 14.3** Any outstanding Applications will be properly completed and fulfilled by ZAL once access to the Platform has been removed.
- 14.4** Any Zurich Group material downloaded from the Platform, including, but not limited to books, documents, Platform Product literature, computer software belonging to the Zurich Group and in the possession, custody or control of the Adviser Firm will be returned to ZAL immediately upon request, or destroyed by the Adviser Firm and if destroyed, confirmed in writing to ZAL that such material has been destroyed and the Adviser Firm's permission to hold and use the same will end.
- 14.5** The Adviser Firm and any Nominated User must immediately stop using the Platform.
- 14.6** ZAL will revoke the Adviser Firm or a Nominated User's access rights to the Platform and the Adviser Firm or Nominated User's access rights to the Platform will immediately end.

15. Events beyond ZAL's control

- 15.1** There may be occasions when ZAL is not able to perform its obligations under these Platform Terms due to an event beyond ZAL's control. ZAL 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 the Adviser Firm, or for any failure to fulfil its obligations under these Platform Terms if such loss, damage or failure is caused by or is directly or indirectly due to any cause beyond the control of ZAL.

16. Variation

- 16.1** ZAL has the right to change, remove, introduce, replace, or vary these Platform Terms, or any paragraph within these Platform Terms and any content on the Platform at any time. ZAL reserves the right to suspend or withdraw access to the Platform, any Platform Product, without notice at ZAL's reasonable discretion at any time.
- 16.2** Variations will take effect once displayed on the ZAL website.
- 16.3** The Adviser Firm agrees to check the Platform regularly in order to keep up to date with any changes. Material changes will be notified to the Adviser Firm by any means ZAL regards as appropriate. The Adviser Firm's continuing use of the Platform will indicate the Adviser Firm's acceptance of the changes.

17. Incorporation of the Terms

17.1 The following clauses of the Terms shall be incorporated into these Platform Terms: clauses 6.2 - 6.4, clauses 9.1 - 9.5, clauses 10.1 - 10.3, clause 11, clause 15 and clause 16.

Schedule 2

Portal Terms

1. Background

The Portal is operated and maintained by ZAL and enables Intermediaries to generate Quotes and submit Applications for Portal Products.

The Intermediary wishes to be given access to the Portal to facilitate the provision of advice on and arrangement of the Portal Products.

This Schedule sets out the Portal Terms and describes the terms and conditions upon which:

- (i) the Intermediary will (as agent of the Customer) act as an intermediary in advising and arranging for Customers to purchase Portal Products on the Portal; and
- (ii) the Portal will be used.

For the avoidance of doubt, both sets of terms shall apply to the entirety of the Portal, including without limitation, any webchat facility, to the extent applicable.

This Schedule 2 forms part of the Terms. If there is any conflict between these Portal Terms and any other provision of the Terms these Portal Terms shall prevail in respect of matters to which the Portal Terms relate.

2. Definitions and Interpretation

Words importing the singular meaning will include the plural meaning and vice versa, and words importing gender will include the other gender, and the whole will include any part. References to any statute or section of any statute will include a reference to any statutory amendment, modification or re-enactment of them for the time being in force and to every instrument, order, direction, regulation, condition, scheme or other such matter made under them or pursuant to them.

References to 'writing' or 'written' includes faxes, letters and any legible reproduction of words delivered in permanent and tangible form, including email.

Defined terms in these Portal Terms shall have the meaning given to them in the Terms and below:

'Application' means an application for a Portal Product which is made by or on behalf of the Customer and that needs to be submitted to ZAL in order for ZAL to determine whether to issue the Customer with a Portal Policy.

'Appropriate Disclosure' means disclosures required of the Intermediary under Regulatory Requirements including the necessary know your customer checks and providing the necessary literature and documentation, including the Documentation Deliverables.

'Business Day' means a day on which commercial banks are open for business in London except Saturday, Sunday or a bank holiday in England.

'Customer' means in these Portal Terms a person (natural or legal) who has received advice or a Quote in relation to the Portal Products or has been issued a Portal Policy, in each case on the Portal through the Intermediary, and any person prospectively or potentially falling within either of these categories including but not limited to legal personal representatives.

'Documentation Deliverables' means all documentation that is required to be provided by ZAL to the Customer in connection with the sale of any Portal Policy, in each case pursuant to the FCA Rules and any other documentation that ZAL may reasonably require the Intermediary to provide.

'Effective Date' means the date on which the Existing Intermediary or their Nominated User first accesses the Portal.

'Employee' means an individual who works for an Intermediary.

'Existing Intermediary' means an Intermediary that entered into the Terms prior to the Effective Date.

'New Intermediary' means an Intermediary who is not an Existing Intermediary.

'Nominated User' means Employees of the Intermediary, including without limitation Portal Administrators, nominated by the Intermediary to use the Portal.

'Party' means ZAL and the Intermediary.

'Portal Administrator' means the Nominated User authorised by the Intermediary and notified to ZAL, to manage access to the Portal on behalf of the Intermediary and who will manage the Intermediary's relationship with ZAL.

'Portal Policy' means any contract of insurance in relation to the Portal Products, which is entered into between ZAL and a Customer, the sale of which the Intermediary has facilitated via the Portal.

'Quote' means an indicative illustration of the premium payable in relation to a prospective Portal Policy generated on the Portal and provided by the Intermediary to a Customer.

'Terms of Use' means the separate terms and conditions relating to how the Intermediary and Nominated User use the Portal as amended from time to time.

3. Commencement

3.1 The Portal Terms will come into force in respect of:

3.1.1 New Intermediaries, from the date on which the Intermediary Onboarding Procedure is complete. ZAL will notify the New Intermediary when this has happened; and

3.1.2 Existing Intermediaries, from the Effective Date.

3.2 For firms that do not have a direct relationship with ZAL (as with an appointed representative for example), access to the Portal will be given once the principal firm is granted access.

Relationships

4.1 The Intermediary's relationship with ZAL:

4.1.1 The Portal is provided to the Intermediary and Nominated Users by ZAL, and selected third parties, on the condition that it will be used in accordance with Portal Terms and any terms and conditions required by the selected third parties.

4.1.2 The Intermediary acknowledges that in providing access to the Portal including without limitation any webchat facility neither ZAL, nor its employees, agents or subcontractors are providing financial, investment, legal or tax advice, or meeting, or taking responsibility for any regulatory obligations on behalf of the Intermediary.

4.1.3 Instructions from the Intermediary to ZAL will primarily be through the Portal.

4.1.4 ZAL reserves the right to:

- (a) decline to accept any Application that is submitted by the Intermediary;
- (b) offer the Portal Products to the public directly or through any media by any means, or other distributors as it may determine in its absolute discretion; and
- (c) vary the range, specification and price of any Portal Products.

4.1.5 Nominated Users must have an email account to be eligible to use the Portal. It is the Nominated Users' responsibility to ensure that the email address supplied is correct and settings are enabled to receive emails from ZAL.

4.1.6 Email is an acceptable method of communication with ZAL. 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. ZAL reserves the right to request originals of any communication.

4.1.7 The Intermediary and Nominated Users are responsible for the content of their electronic communications and ZAL reserves the right to monitor use and act appropriately in the event of improper use. ZAL is not responsible for the accuracy of messages sent by email from the Intermediary or Nominated Users to ZAL.

4.1.8 ZAL may request Customer identification and verification documentation from the Intermediary at any time.

4.1.9 The Intermediary will provide to ZAL any information requested by ZAL within the timescale specified.

4.1.10 ZAL shall make the Documentation Deliverables available to the Intermediary on the Portal or the Zurich Corporate Risk website.

4.2 The Intermediary's relationship with the Customer:

4.2.1 The Intermediary warrants that it is competent, duly authorised to carry out insurance advice and recommendations and has full authority to act on the Customer's behalf. Declarations and information provided on the Portal by the Intermediary, including those set out in the Application, will be accepted by ZAL on the basis that the Intermediary has taken instruction from and verified the declaration and information with the Customer.

4.2.2 The Intermediary will at all times act in accordance with the Customer's instructions. The Intermediary will act professionally, honestly, promptly, in an orderly and business-like manner, and use all due care and skill in acting for the Customer in providing information, advice, guidance and recommendations in respect of the Portal Products whilst the Customer is using and benefiting from the Portal through the Intermediary.

4.2.3 The Intermediary may employ or appoint agents or representatives (including any appointed representatives and Nominated Users). ZAL will not have any contractual relationship with any such agents, representatives or Nominated Users of the Intermediary but the Intermediary shall procure the agents', representatives' and Nominated Users' compliance with the Portal Terms and the Terms of Use.

4.2.4 ZAL will treat the Customer as a commercial customer under the FSMA and all Regulatory Requirements.

- 4.2.5** The Intermediary will be solely responsible for any advice provided to the Customer in respect of the Portal Products or any Portal Policy and shall provide such advice in compliance with the FCA Rules. In particular, the Intermediary shall be responsible for establishing the demands and needs of its Customers and for taking reasonable care to ensure the suitability of its advice.
- 4.2.6** The Intermediary is responsible for ensuring the Customer understands any advice, recommendations and related transactions regarding the Portal Products.
- 4.2.7** The Intermediary will provide the Customer with the Documentation Deliverables in good time so that ZAL complies with the Regulatory Requirements.
- 4.2.8** The Intermediary will ensure that the Customer has an insurable interest in respect of the relevant Portal Product prior to the submission of an Application.
- 4.2.9** The Intermediary will obtain the Customer's approval before submitting an Application.
- 4.2.10** The Application will require certain information to be provided and declarations to be made by, or on behalf of, the Customer. The Intermediary will obtain these from the Customer and is responsible for ensuring that the Customer is made aware of the importance of responding to any such questions or declarations honestly and providing a fair presentation of the risk and that a failure in this regard may result in the Portal Policy being cancelled or altered by ZAL or may lead to a claim not being paid in full or at all.
- 4.2.11** The Intermediary will inform the Customer that they must ensure their email settings are enabled to receive email from ZAL.
- 4.2.12** The Intermediary will ensure that Customers are given appropriate information, in accordance with FCA Rules, about any Portal Product or Policy in good time and in a comprehensible form so that the Client can make an informed decision about the arrangement proposed.

5. Intermediary's use of the Portal

5.1 By:

- 5.1.1** in the case of a New Intermediary, an authorised signatory completing the Intermediary Onboarding Procedure or,

- 5.1.2** in the case of an Existing Intermediary accessing the Portal,

the Intermediary confirms that:

- (a) it has read, accepted and agreed that it will be bound by the Portal Terms;
- (b) any information provided is accurate, true and complete and is a fair presentation of risk; and
- (c) all agents, appointed representatives and Nominated Users will be aware of and will comply with the Portal Terms, and the Intermediary will be responsible for the acts and omissions of agents, appointed representatives and Nominated Users as if they were the acts or omissions of the Intermediary, whether or not such access has been authorised by the Intermediary.

- 5.2** The Intermediary confirms that any other information it provides to ZAL in relation to the set-up of its access to or its subsequent use of the Portal shall be accurate, true and complete.

- 5.3** The information provided by the Intermediary during the Intermediary Onboarding Procedure and on any set-up form ZAL requires will be checked by ZAL, or through selected third parties.

- 5.4** ZAL reserves the right to decline to accept an Intermediary's (and any Nominated User's) application to use the Portal without giving any reasons.

- 5.5** ZAL reserves the right to make relevant searches, screening and checks (including sanctions and credit checks) itself, or through selected third parties, on the Intermediary and its owners, directors, employees, co-partners, agents, principals and appointed representatives and the Intermediary will provide all necessary consents and information to allow the checks to be performed at any time whilst the Portal Terms apply.

6. Intermediary Commission

- 6.1** ZAL shall pay commission to the Intermediary in accordance with the terms set out in the Commission Guide as may be amended from time to time, or to third parties under a separate commission sharing arrangement. The Intermediary acknowledges and agrees that where a commission sharing arrangement is in place, ZAL's payment of commission pursuant to the commission sharing arrangement constitutes full discharge of ZAL's obligation to pay commission to the Intermediary or third party.

- 6.2** The Commission Guide applicable from time to time shall be hosted on the Zurich Corporate Risk website.
- 6.3** ZAL may amend the Commission Guide in accordance with clause 14 of the Terms and is accepted by the Intermediary on the Intermediary's continued use of the Portal.
- 6.4** If there is any conflict between any term in these Portal Terms and the Commission Guide, the terms in the Commission Guide will prevail.

7. Transacting on the Portal

- 7.1** The Portal enables Intermediaries to generate Quotes and to submit Applications.
- 7.2** Currently, the Intermediary must have a place of business in the UK where business is regularly conducted to be eligible to use the Portal.
- 7.3** All Applications from the Intermediary will be treated by ZAL as a valid Application from the Customer and as being provided with the authority of the Customer.
- 7.4** The Intermediary is not permitted to hold client money on ZAL's behalf.

8. Using the Portal

- 8.1** The Intermediary must continue to have at least one recorded Portal Administrator registered on the Portal at all times.
- 8.2** Portal Administrators will be granted on-going access to the Portal by ZAL and are responsible for arranging access to the Portal for Nominated Users with the appropriate permissions. The Intermediary is responsible for ensuring the Portal Administrator is authorised to act in such capacity on behalf of the Intermediary.
- 8.3** Nominated Users must keep their password secure and confidential.
- 8.4** It is the responsibility of the Intermediary to ensure that access permissions granted to Nominated Users are appropriate and to ensure that passwords are kept secure and are not shared. The Intermediary is responsible for putting in place a control procedure and will be liable for any security breaches.
- 8.5** ZAL reserves the right to disable access to the Portal for failure to comply with the Portal Terms or if ZAL is required to do so by any Regulatory Requirements or Regulator.
- 8.6** The Intermediary is responsible for removing access to the Portal where the Intermediary, Nominated User or any person nominated by the Intermediary has access to the Portal whether or not such access has been authorised by the Intermediary, and this access needs to be removed, including where such person leaves the employ or appointment of the Intermediary.

- 8.7** ZAL accepts no responsibility for Nominated Users who have not been appropriately authorised by the Intermediary, or whose access to the Portal is not appropriate or has not been removed.
- 8.8** The Intermediary acknowledges its Portal Administrators can elect for the Nominated Users to share access to Quotes, Applications and customer information and Portal Policy member data on the Portal which will enable other Nominated Users to progress their Quotes and Applications. Nominated Users can also change the shared access option on an individual basis unless the Portal Administrator has selected the 'All Sharing' option for the Intermediary.
- 8.9** The Intermediary acknowledges Portal Administrators are responsible for assigning the relevant Intermediary agency code(s) for each Nominated User. Nominated Users will be able to view all existing Policies within the Intermediary's agency code(s) the Nominated User has been assigned.
- 8.10** The Intermediary or Nominated User will notify ZAL immediately of any threat or potential threat to a password or a Nominated User's access. If ZAL is not told and a Quote is provided to a Customer or an Application submitted, ZAL will not accept liability for any loss incurred as a result of the breach in security.
- 8.11** The Intermediary shall use best endeavours to ensure that any device used to access the Portal is secure and free from malicious software. ZAL will not accept liability for any loss incurred as a result of the device used to access the Portal.
- 8.12** Nothing contained on the Portal is intended to or constitutes an offer to contract to an Intermediary in any country in which it is accessed, including (without limitation), the United Kingdom, or an offer to sell any Portal Product which may be available through the Portal in any country. Further, nothing on the Portal 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 Portal is appropriate for use in locations outside of the United Kingdom and any decisions made should be based on the Intermediary's own professional opinion and in compliance with local laws.
- 8.13** Other than obviously editable fields the Intermediary is not allowed to alter or amend Portal content, or amend or alter in any way any of the ZAL documentation that is available on the Portal.

8.14 The Intermediary acknowledges provision of a Portal Product is subject to the terms and conditions of the Portal Product in force at the time, current copies of which are available on the Zurich Corporate Risk website.

8.15 The Intermediary shall only complete a direct debit instruction where it has appropriate authorisation from the Customer.

9. Intermediary general obligations

9.1 The Intermediary will only submit business on the Portal at the Customer's instruction and having provided appropriate advice.

9.2 The Intermediary, their Employees, agents and representatives will comply with all Regulatory Requirements.

9.3 The Intermediary will ensure that:

9.3.1 all relevant and necessary consents, including those for data protection, have been obtained;

9.3.2 all verifications and checks have been completed, including those required under ITC legislation;

9.3.3 where a Portal Policy will be held on trust, depending on the Portal Product, either all necessary documentation is in place to allow the creation of the trust or the appropriate trust has been established; and

9.3.4 Appropriate Disclosures are made at all relevant times to facilitate ZAL's provision of Quotes, delivery of the Portal Products and the Portal.

9.4 The Intermediary and the Nominated User must not:

9.4.1 make any statements, promises, commitments or representations of any kind beyond those it is able to give in accordance with its permissions with the FCA, or that damage ZAL or the Zurich Group's reputation or image; nor

9.4.2 expressly or impliedly hold itself out or permit itself to be held out as having authority beyond the authority and permissions it has with the FCA.

9.5 Notwithstanding ZAL's right to terminate these Portal Terms under paragraph 13, if the Intermediary or Nominated User makes any statement, promise, commitment or representations referred to in paragraph 9.4.1 or holds itself out as having authority beyond the authority and permissions it has with the FCA referred to in paragraph 9.4.2, ZAL reserves the right to request the alteration or removal of any statement and should it do so, the Intermediary will make the alteration or removal within the timescale requested by ZAL.

9.6 The Intermediary will ensure that information provided on the Portal about the Intermediary and Customer is kept up to date, complete, true, accurate and in accordance with Regulatory Requirements.

9.7 The Intermediary undertakes to provide timely, accurate and complete information to Customers and to ZAL. ZAL is not obliged to check such information for accuracy or completeness and is not liable for any inaccuracies or incompleteness.

9.8 It is the Intermediary's responsibility to provide the Customer with adequate disclosure of its fees and remuneration in accordance with the FCA Rules prior to the conclusion of the sale of the Portal Product.

9.9 The Intermediary will keep full records relating to Customers for the purposes of the Intermediary fulfilling their obligations in the Portal Terms and is responsible for maintaining and backing up its own records, including Customers' Documentation Deliverables, in relation to any business conducted via the Portal. The Intermediary acknowledges the Portal should not be used as a replacement for the Intermediary's own record retention procedures.

9.10 The Intermediary will not make any representations or give any warranties or amend any terms and conditions relating to the Portal.

9.11 The Intermediary will at all times have sufficient insurance cover in place to satisfy its obligations under the Portal Terms, and the Regulatory Requirements.

9.12 Where appropriate permissions are held, the Intermediary will hold Customer money appropriately and in accordance with the Customer's instructions and Regulatory Requirements.

9.13 The Intermediary will notify ZAL immediately if there is a breach or a suspected breach of the Portal Terms or of the Portal in general.

9.14 The Intermediary will assist ZAL with any enquiry or investigation ZAL reasonably requires of the Intermediary and will assist ZAL with the resolution of any complaint by, or on behalf of, a Customer in relation to the Customer's Portal Policy.

9.15 The Intermediary will notify ZAL of any change in the Intermediary's place of business or residency, and any change in the registered office and/or principal place of business (if different) of the Customer prior to the change taking place.

9.16 The Intermediary shall not accept any fee, commission or non-monetary benefit which is not permissible under any Applicable Law.

9.17 The Intermediary shall submit Quote requests and Applications in accordance with the eligibility requirements stated to be applicable to the Portal from time to time.

9.18 The Intermediary agrees no material provided to the Portal shall be unlawful, threatening, fraudulent, libellous, defamatory or otherwise inappropriate including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any Applicable Laws.

9.19 The Intermediary will use best endeavours not to upload, introduce or facilitate the introduction of any viruses, bugs, malware, defects, trojan horses or other similar malicious software or harmful programs or similar computer code designed to affect and/or which has the effect of adversely affecting the operation of the Portal or any other computer software or hardware.

10. Intellectual Property

10.1 No party will use any of the other party's intellectual property without the express written consent of the relevant party.

10.2 The Intermediary acknowledges that all Intellectual Property Rights in the Portal and the ZAL name and logo belong to or are licensed to the Zurich Group and that in performing its obligations in the Portal Terms, neither the Intermediary nor any Nominated User will obtain any Intellectual Property Rights or other rights in the Portal, its contents, or the ZAL name and logo.

10.3 The Intermediary undertakes not to damage or diminish the goodwill or reputation attaching to the ZAL name and logo and Intellectual Property Rights of the Portal and the ZAL name and logo.

10.4 The Intermediary must not frame, copy, modify (other than contemplated under paragraph 8.14), post, alter, reproduce, interfere with, reverse-engineer, disassemble, decompile, adapt, translate, or link to any part of the Portal without ZAL's prior written consent.

10.5 The Intermediary must not carry out any act or omission which ZAL deems to materially damage ZAL or a Zurich Group company's reputation or image.

10.6 The Intermediary must not imply or state that ZAL endorses, sponsors, recommends or otherwise approves the Intermediary or the Intermediary's services and website.

10.7 The Intermediary will not produce any literature or advertisement relating to ZAL and Zurich Group's business (including, but not limited to the Zurich Group company name or logo or that of any associated company in the Zurich Group) without ZAL's written permission, such written permission not to be unreasonably withheld or delayed.

10.8 All literature available on the Portal will be the property of the Zurich Group.

10.9 The Intermediary retains ownership rights in its own content provided to the Portal, but grants ZAL a limited licence to use, store and copy such content and to distribute and make it available to third parties. The Intermediary warrants content provided to the Portal shall not infringe the rights of any third party, including their rights to confidentiality, privacy and their intellectual property rights and shall comply with these Portal Terms.

11. Confidentiality

11.1 Within the scope of Regulatory Requirements, the Intermediary will keep Customer information confidential and secure to prevent misuse, and also keep confidential and secure any information intended to be confidential relating to ZAL and/or the Zurich Group that the Intermediary acquires or is informed of in the course of its business with ZAL.

12. Indemnity and Liability

12.1 Except as expressly stated in the Portal Terms or agreed to in writing by the parties, all conditions, warranties and representations whether express or implied by statute, common law or otherwise in relation to the use of the Portal by the Intermediary or Nominated User shall not be binding between the parties to the fullest extent permitted by law.

12.2 The Intermediary will indemnify and keep ZAL and Zurich Group companies indemnified, and their agents and delegates, or the Customer directly if so directed, against all losses incurred directly or indirectly as a result of:

12.2.1 any failure by the Intermediary to comply with all Regulatory Requirements, confirmations, undertakings, warranties and other liabilities undertaken under the Portal Terms;

12.2.2 loss due to untrue, inaccurate, unlawful or incomplete information having been given by, or on behalf of the Intermediary, or a failure to advise ZAL of previous information becoming untrue, inaccurate, unlawful or incomplete;

12.2.3 misuse or infringement by the Intermediary or Nominated Users of Zurich Group Intellectual Property, or any third party Intellectual Property;

12.2.4 loss incurred from a failure to keep passwords secure and undisclosed;

12.2.5 loss or damage to devices, computer equipment or programs;

12.2.6 the Intermediary or Nominated User providing incorrect information due to the information being changed from that provided by the Portal, and/or it being given to anyone who is not entitled to receive it;

- 12.2.7** information given by the Intermediary to ZAL that is later contested by the Customer as not accurately reflecting the information provided by the Customer or as being fraudulent; or
 - 12.2.8** the negligence, misrepresentation, improper conduct of, or breach of the Portal Terms by the Intermediary, or any of the Intermediary's employees, agents, representatives, Nominated Users and/or any person the Intermediary has nominated for access to the Portal whether or not such access has been authorised by the Intermediary.
- 12.3** ZAL will only be liable to the Intermediary for losses arising directly as a result of ZAL's negligence, fraud, fraudulent misrepresentation or wilful default. In no circumstances will ZAL nor any Zurich Group company be liable for loss of profits, whether direct or indirect or for special, indirect, incidental or consequential damages or losses, including but not limited to the following:
- 12.3.1** loss of business;
 - 12.3.2** damage to reputation;
 - 12.3.3** loss or damage to computer equipment, devices or programs;
 - 12.3.4** any error, corruption, inaccuracy or incompleteness of any information the Intermediary or Nominated User inputs;
 - 12.3.5** loss or damage caused by delays in transacting or of security breaches;
 - 12.3.6** loss associated with business interruption;
 - 12.3.7** loss caused by reason of non-receipt of an email due to the email address supplied being incorrect or settings not being enabled to receive emails from ZAL;
 - 12.3.8** inaccuracies or errors in links from the Portal or the material contained in third party services' material in the links;
 - 12.3.9** loss of data, goodwill, anticipated savings, contracts, management time, expectation or investment opportunity;
 - 12.3.10** loss incurred due to the unavailability or withdrawal of the Portal;
 - 12.3.11** loss incurred through the fraudulent activity or negligence of the Intermediary, Nominated User and/or any person the Intermediary has nominated for access to the Portal whether or not such access has been authorised by the Intermediary;
 - 12.3.12** loss in connection with a decision to decline an Application;
 - 12.3.13** loss arising from advice or recommendation given by the Intermediary and any related activity on the Portal;
 - 12.3.14** losses caused to a Customer or any other person due to information given by the Intermediary to ZAL that are later contested by the Customer as not accurately reflecting the information provided by the Customer or, as being fraudulent.
 - 12.3.15** loss arising from any failure by the Intermediary to provide such assistance as may reasonably be required by ZAL under these Portal Terms in order to enable ZAL to carry out its obligations; or
 - 12.3.16** loss arising from any delay or failure by the Intermediary to comply with its obligations under these Portal Terms;
 - 12.3.17** loss in connection with a Nominated User not being appropriately authorised to use the Portal, or
 - 12.3.18** loss in connection the Portal's shared access option.
- 12.4** Nothing in these Portal Terms shall exclude or limit ZAL's liability for death or personal injury resulting from any act, omission or negligence of ZAL or its officers, agents, employees, contractors, or any other liability the exclusion of which is expressly prohibited by law.
- ## 13. Termination
- 13.1** ZAL may terminate the Portal Terms at any time, without reason, on written notice to the Intermediary.
 - 13.2** The Portal Terms will terminate immediately if a party commits a material breach of any of these Portal Terms (the 'Breaching Party') which is not capable of remedy, or if such breach is capable of remedy, the Breaching Party fails to remedy the breach within thirty Business Days of receipt of a notice stating the breach and requiring the breach to be remedied.
 - 13.3** For the avoidance of doubt, these Portal Terms will terminate automatically upon the termination of the Terms.
- ## 14. Effects of Termination
- 14.1** Termination under paragraph 13 shall only terminate the Portal Terms and shall have no impact on any other provision in the Terms, which will continue in full force and effect between ZAL and the Intermediary.
 - 14.2** All rights and obligations of the parties under the Portal Terms will terminate automatically except for:
 - 14.2.1** such rights of action as will have accrued prior to termination (including without limitation any and all actions for any breach of any of the Portal Terms); and
 - 14.2.2** paragraphs 12 and 14.

- 14.3** Any Zurich Group material downloaded from the Portal, including, but not limited to documents, Portal Product literature, computer software belonging to the Zurich Group and in the possession, custody or control of the Intermediary will be returned to ZAL immediately upon request, or destroyed by the Intermediary and if destroyed, confirmed in writing to ZAL that such material has been destroyed and the Intermediary's permission to hold and use the same will end, provided that the Intermediary may retain such records as are necessary to comply with its legal and regulatory obligations.
- 14.4** The Intermediary and any Nominated User must immediately stop using the Portal.
- 14.5** ZAL will revoke the Intermediary or a Nominated User's access rights to the Portal and the Intermediary or Nominated User's access rights to the Portal will immediately end.

15. Events beyond ZAL's control

- 15.1** There may be occasions when ZAL is not able to perform its obligations under these Portal Terms due to an event beyond ZAL's control. ZAL 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 the Intermediary, or for any failure to fulfil its obligations under these Portal Terms if such loss, damage or failure is caused by or is directly or indirectly due to any cause beyond the control of ZAL.

16. Variation

- 16.1** ZAL has the right to change, remove, introduce, replace, or vary these Portal Terms and any content on the Portal at any time. ZAL reserves the right to vary, suspend or withdraw access to the Portal, any Portal Product, without notice at ZAL's reasonable discretion at any time.
- 16.2** Variations will take effect once displayed on the Zurich Corporate Risk website.
- 16.3** The Intermediary agrees to check the Portal regularly in order to keep up to date with any changes. Material changes will be notified to the Intermediary by any means ZAL regards as appropriate. The Intermediary's continuing use of the Portal shall constitute the Intermediary's acceptance of the changes.

17. Incorporation of the Terms

- 17.1** The following clauses of the Terms shall be incorporated into these Portal Terms: clauses 6.2 - 6.4, clauses 9.1 - 9.5, clauses 9.7 - 9.12, clauses 10.1 - 10.3, clause 11, clause 15 and clause 16.

For intermediary use only – not for use with your clients

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