

## ZurichPro - Terms of Use

This Terms of Use Agreement (“Terms and Conditions”) forms an agreement made on the date and at the time that access is requested

BETWEEN:

(1) ZURICH INTERNATIONAL LIFE LIMITED a company incorporated in the Isle of Man with company number 0104242C, whose registered office is at Zurich House, Isle of Man Business Park, Douglas, Isle of Man, IM2 2QZ, British Isles acting through its branch in the United Arab Emirates (UAE) registered under UAE Federal Law Number 6 of 2007 (registration n. 63) situated at Level 4, Building 3, Emaar Square, Dubai, UAE (“Zurich/WE/US/OUR”);

(2) Distribution Channel which shall include any individuals who access the Services on behalf of the Distribution Channel from time to time (“YOU/YOUR”);

(each a “Party” and together the “Parties”)

IT IS AGREED as follows:

### 1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following definitions have the following meanings:

- ‘ZurichPro’ means the online portal, mobile application and Software provided by Us to You for use as a Distribution Channel and includes updates, upgrades and replacement Software provided to enable You to provide Information to Your clients and to complete and submit Policy applications relating to Our products for Your clients;
- ‘ZIO’ means Zurich International online, our internet-based service website belonging to Us identified as <https://online.zurichinternationalsolutions.com>
- ‘Information’ means information relating to the provision of financial services by Us such as Policy owner personal data, personalised product illustrations or quotations, Policy applications, pending business updates, as well as other reports and information that may be made available to You by Us from time to time;
- ‘Distribution Channel’ means an insurance broker, bank or finance company with a Distribution Channel terms of business agreement in effect with Zurich;
- ‘Law’ means the applicable laws and regulations of the Isle of Man and the UAE in force from time to time, and includes (but is not limited to) all criminal law, laws relating to intellectual property and all laws and rules and/or regulations relating to the publication or transmission of information or data in electronic form. References to ‘Law’ will be construed accordingly;
- ‘Policy’ means the contract(s) of insurance between Us and the policy owner, information on which will be available through the Service. May also be referred to as plan;

- ‘Policy Conditions’ means the terms and conditions applying to a Policy;
- ‘Service’ means services covered by these Terms and Conditions that We make available to You from time to time through ZurichPro enabling You to gain access to Information and where permitted to input data or request actions on the part of Us and will be deemed to include the Software;
- ‘Software’ means the ZurichPro Software (including but not limited to the Illustration Software) accessed online with a secure login on the ZurichPro portal, and downloaded through ZurichPro portal, Google Play Store, Apple App Store, and installed by US.
- ‘Zurich Pro User Account’ means your personal secure access to ZurichPro Software and the Service;
- ‘User name’ means your unique identification name used by You to gain access to Your Zurich Pro User Account. The User name is chosen by You as part of the ZIO registration process which allows secure access to ZurichPro and is the same User name You use to access Your ZIO User Account;
- ‘Password’ means the secret word or string of characters that is used for authentication, to prove identity and to gain access to ZurichPro. The password is chosen by You as part of the ZIO registration process which allows secure access to ZurichPro and is the same password you use to access your ZIO User Account;
- ‘Memorable number’ means a Personal Identification Number (PIN) which is a numeric code set by You as part of the ZIO registration process which allows secure access to ZurichPro on your first login and on each new device or computer you use to access ZurichPro. The PIN is the same you use to access your ZIO User Account;
- ‘Adviser Suite’ means, Our internet based service website belonging to Us identified as [advisersuite.zurich.com](http://advisersuite.zurich.com);
- ‘Legal and Regulatory Requirements’ means all regulatory and legal requirements, statutes, regulations, rules, orders, directives, requirements, standards, guidelines and industry codes of practice in the Territory or otherwise applicable to a Party, in each case having legal effect or stipulated by any regulatory body including the Isle of Man Financial Services Authority, the United Arab Emirates Insurance Authority, the Central Bank of Bahrain and the Qatar Financial Centre Regulatory Authority in each case existing and in force from time to time which, where relevant in the context, relates to:
  - (a) the activities of US;
  - (b) The activities of You;
  - (c) The provision of a Policy; or

(d) The Parties obligations, in each case as envisaged by the provision of these Terms and Conditions.

- 'Territories' means the Isle of Man, United Arab Emirates, Bahrain and Qatar.

1.2. Words denoting the singular will include the plural and vice versa and words denoting one gender will include all other genders.

1.3. Headings are for ease of reference and will not affect the interpretation of these Terms and Conditions.

1.4. The Service and these Terms and Conditions have been designed to apply to different types of Policies and different types of users. Some of these Terms and Conditions may not apply to You.

## 2. Information

2.1 To use the Service and gain access to ZurichPro, You must be registered by Us as a suitable certifier and must have an active and valid ZIO User Account for financial professional use. Your ZIO User Account must be registered under the name of the Distribution Channel you are employed with at the time.

2.2 The Information We disclose to You will be on these Terms and Conditions.

2.3 None of the Information or any other data on ZurichPro is an offer to sell any product or service. We will only be bound to provide financial services or other products or services where We have formally agreed to do so.

2.4 The Information on ZurichPro is provided to You for general information purposes only and is subject to the Policy terms and conditions applicable to any product or service.

2.5 The act of submission of Information (including Policy applications) to ZurichPro does not in any way constitute acceptance by Us to enter into contractual relations with You or Your client.

2.6 Any insurance or investment products or services detailed on ZurichPro are subject to the Legal and Regulatory Requirements. Products or services may not be available in all jurisdictions.

2.7 The Information and/or any other data on ZurichPro does not constitute financial advice. You should not treat any of the Information provided or the use or the result of using any of the Services on ZurichPro as a recommendation of any particular product or service or that such product or service is suitable for Your own or Your client's circumstances.

## 3. Method of Requesting and Disclosing Information

3.1 You may request Information from Us and We may release Information to You using one of the following methods:

- writing (including email);
- telephone;
- via ZurichPro (where applicable).

#### 4. Security

4.1 To enable You to gain access to ZurichPro, You will require a Username, a Password and a Memorable number as well as such other security details We may require from time to time.

4.2 The Username, Password and Memorable number will be chosen by You as part of the ZIO registration process.

4.3 For security reasons We may lock Your User Account.

4.4 The Password together with Your Username and Memorable number identifies You.

4.5 We may establish other security procedures (as We decide in Our absolute discretion) from time to time with You.

4.6 Your ZurichPro User Account will be locked where Your ZIO User Account has not been fully activated within 3 months of the initial registration process being completed. If this happens You will be required to provide Us with some security information before You can access Your ZIO User Account. Once We have checked Your identity We will unlock Your ZIO User Account to enable You to access Your ZurichPro User Account.

4.7 If You have not accessed Your ZIO User Account for 18 months or more Your ZIO User Account will be locked. If this happens You will be required to provide Us with some security information before You can access Your ZIO User Account and Your Zurich Pro User Account again. Once We have checked Your identity we will unlock your ZIO User Account to enable You to access Your ZIO User Account and Your Zurich Pro User Account.

4.8 You agree to keep any security details (including Password and Memorable number) safe. You should not disclose Your Password or Memorable number to anyone else.

4.9 If Your Username and/or Password and/or Memorable number are lost, stolen or compromised You must report this to Us as soon as reasonably practicable. Responsibility for the loss, theft, abuse or consequences of such will remain with You until We acknowledge communication of such an event. We will acknowledge Your communication within a reasonable time.

4.10 You will advise Us immediately if You know, believe or suspect that such security has or may have been breached.

4.11 You are required to advise Us of all security breaches. If You fail to advise Us we may not be liable for any Information incorrectly disclosed or any matter acted on, which is requested in writing, by telephone or on ZurichPro unless You have previously advised Us of a breach or suspected breach of security and We have acknowledged your communication. We will acknowledge Your communication within a reasonable time.

4.12 You will be responsible for testing all downloaded data and Software for viruses or other disabling or damaging software. We will not have any liability for loss of or damage to data or any software arising from the downloading or use of data or Software from ZurichPro.

4.13 We recommend that You regularly change Your Password and Memorable number to optimise the security of the Service.

4.14 Please be aware that at times fraudulent emails are circulated purporting to be from Zurich. Please remember Zurich NEVER asks You to enter Your log-in details or Memorable number through email or phone or in writing.

4.14.1 DO contact Us if You receive a fraudulent email.

4.14.2 DO check the last Log In time and date when logging in to ZurichPro.

4.14.3 DO contact Us if You see any suspicious activity when using ZurichPro.

4.14.4 DO NOT respond to an unsolicited email asking You to click on a link.

4.14.5 DO NOT open ANY attachments within any unsolicited email purporting to be from ZurichPro.

4.14.6 DO NOT give out ANY personal or security details including Your Memorable number.

The Internet is not a secure medium of communication and, accordingly, we cannot guarantee the security of any information transmitted over the Internet. We are not responsible for any damages You, or others, may suffer as a result of the loss of confidentiality of such information. However, we will implement all appropriate technical and organisational measures to ensure the protection of the data we process and have various security measures in place to protect Your personal information, including the following:

- Servers are maintained in a secure location at all times which can only be accessed by authorised personnel and/or third parties.
- Firewalls are used to monitor communications and block unauthorised traffic.
- Our internal procedures provide for the secure and confidential handling of information at all stages, through access, disclosure and storage.

## 5. Right to refuse disclosure of Information

5.1 Regardless of anything else in these Terms and Conditions, we reserve the right (in Our absolute discretion) to refuse to provide any Information if We have reason to believe that:

- it is not You requesting the Information;
- the instructions from You are unclear; or
- such disclosure of Information may cause Us to breach any contractual duty, law or other obligation.

## 6. Accuracy and Completeness of Information, Suitability and Software defects

6.1 ZurichPro provides real time Information on application status which is regularly updated during daily processing.

6.2 We make all reasonable efforts to ensure that the Information supplied to You is accurate and complete. It is Your responsibility to provide accurate and complete information to Us at all times as the Information is in part based on the information provided by You. You acknowledge that if You provide inaccurate or incomplete information this may result in the Information supplied by Us being inaccurate or incomplete.

6.3 You agree to inform Us as soon as reasonably practicable if You become aware of any inaccurate or incomplete information in either Your details or in the Information accessed by You through ZurichPro.

6.4 The Information is subject to change during daily processing times and any reliance on the Information is Your responsibility. If You are in any doubt as to the accuracy or completeness of Information due to processing updates You are recommended to contact Us.

6.5 We accept no responsibility for the partial or complete loss of any Information or requests input via ZurichPro by You. You must at all times make timely enquiries with Us if any expected response has not been received from Us, or You might reasonably think that a data transmission or processing error has occurred, or We appear to have not acted on a request made by or through You.

6.6 Where You become aware that a defect or error in Our Software has occurred You agree to stop using the Service immediately and to notify Us so that any Software defects or errors may be rectified.

## 7. ZurichPro

7.1 We may make available all or part of the Information to You on ZurichPro. You may, where the functionality exists, use ZurichPro to supply Information to Us. No change will be considered effective unless valid and accurate instructions have been received by Us.

7.2 You may print such pages from ZurichPro which You are permitted to access providing that You comply with the provisions set out in clause 10.

7.3 You agree that when You access the Information on ZurichPro You do so at Your own risk. You acknowledge that, regardless of any security procedures put in place by Us, in accessing ZurichPro, Information may be at risk of being accessed by other unauthorised persons.

7.4 When accessing ZurichPro, You warrant that you have all necessary authorisations and permissions to use the Service, view the Information and have committed contractually to appropriate data protection and confidentiality obligations respectively. To the fullest extent We are permitted by law to exclude liability, We will not be held liable to you for any unauthorised access to ZurichPro, the Service or any unauthorised disclosure of Information from ZurichPro.

7.5 When submitting personal information of other individuals (e.g. clients) it is your responsibility to ensure that all necessary permissions and consents have been received and affected persons have been informed about the content of our Privacy Notice.

7.6 You acknowledge that the Information accessible via ZurichPro may not be available at all times.

7.7 You agree to access and use the Service in compliance with the Law and any other laws and regulations of any other jurisdiction that may apply.

7.8 You acknowledge responsibility for ensuring that the Service is used in accordance with these Terms and Conditions. If We form a reasonable opinion that these Terms and Conditions have been breached We may either:

- Suspend or terminate these Terms and Conditions and/or the Service without notice; or
- Block access to any part of the Service provided.

7.9 We reserve the right to modify ZurichPro from time to time without notice.

7.10 We reserve the right to withdraw the right to access Information via ZurichPro at any time without notice and without giving reason.

7.11 Use of ZurichPro is governed by your ZIO Account Username, Password and Memorable number and/or such other security details requested by Us from time to time. We are entitled to assume that any instruction or request given via ZurichPro when using the Password and Memorable number comes from You.

7.12 We reserve the right to monitor any and all use of ZurichPro for security reasons.

7.13 It is Your responsibility to ensure that in accessing Information via ZurichPro You have at all times have compatible software and devices with which to do so, including but not limited to any Software provided by Us or changes resulting from updates to Our Software. Any costs in relation to making such software or Your devices compatible are for Your sole account.

7.14 You will always access ZurichPro via its login page on Adviser Suite or using the downloaded application Software and will not create or attempt to create links from other websites to any pages of ZurichPro.

7.15 You will not allow any pages of ZurichPro to be framed by pages from Your own- or third-party websites.

7.16 ZurichPro may be used to effect communications between You, introducers and/or third parties, either directly or indirectly by the facilitation of email communication. We are under no obligation to monitor such communications. We will be under no liability for communications which are not issued or expressly issued by Us.

7.17 When using ZurichPro You must not input or otherwise transmit information that might reasonably be regarded as offensive or obscene, or do anything which would amount to a criminal offence or create a civil liability for Us.

7.18 Where You access Information about any natural or legal person, you warrant that You will only do so when acting on lawful authority.

## 8. Privacy notice

Everyone has rights with regard to the way in which their personal information is handled. During the course of Our business activities, we will collect, store and process personal information. This notice explains how We, as a data controller, collect and deal with personal information.

### 8.1 Using ZurichPro

We collect the information you provide to Us on ZurichPro in accordance with applicable data protection laws. This may include your name, customer names, address, e-mail address, and other details.

When You use ZurichPro We automatically collect information about Your browsing session such as Your IP address and what type of device You are using (eg. a computer, a smart phone or a tablet). We may also keep a record of Your use and activity on ZurichPro. This information is used to improve the way in which ZurichPro operates and for systems administration purposes. ZurichPro also makes use of cookies. For more information please read our [Cookie policy](#).

## 9. Privacy Notice

### 9.1 What personal information will We collect?

We will collect and process personal information given to us by phone, e-mail, filling in forms, Our website including on ZurichPro, and if a problem is reported through Our website or ZurichPro.

We may also collect information from appointed agents, such as a trustee, broker, intermediary or financial adviser in order to issue an insurance contract and any related services that have been requested.

We may collect personal information for verification purposes, from other sources such as credit reference agencies, other insurance companies, claims service providers (including private investigators) and electronic verification service providers.

We will also collect information which individuals volunteered to be in the public domain and other industry-wide sources.

The type of personal information we will collect includes; basic personal information (i.e. name, address, email address, telephone number, date and place of birth, gender, marital status, nationality, country of residence, and photographic identification); employment and financial details; and where We receive a request that other individuals be included in the arrangement, personal information about those individuals. We may also record the content of telephone calls for quality and training purposes.

Where required, We may also collect sensitive information such as medical and health details to allow us to underwrite any insurance cover and augment claims information, including details of any incident giving rise to a claim, as well as financial, medical and health information relevant to the claim.

If We are provided with personal information on other individuals in order to provide a quotation and/or contract of insurance and/or provision of related services it is understood that in doing so all necessary permissions and consents have been received, and, where necessary, all affected persons have been informed about the content of our Privacy Notice.

#### 9.1.2 We protect each individual's privacy by:

- collecting information fairly and only collecting information that We need to provide insurance services
- explaining why We are collecting personal information and how We will be using it
- using personal information only for Our business operations and to comply with the law
- ensuring the personal information, We collect and hold is accurate
- holding personal information only for so long as necessary and keeping it secure



- sharing personal information only with companies and organisations that will keep it secure
- not sending personal information abroad without ensuring its security
- ensuring that all individual rights can be exercised under applicable data protection laws.
- ensuring that we comply with the Zurich Data Commitment pledge (click Link) <https://www.zurich.com/en/sustainability/being-a-responsible-business/data-commitment-and-privacy-protection>

## 9.2 How do we use personal information?

We will collect and use personal information in the following manner (i) where the processing is necessary in connection with providing a quotation and /or contract of insurance and/or provision of related services that have been requested; and (ii) to meet Our legal or regulatory obligations.

A non-exhaustive list of examples of Our contractual and legal purposes for which We will collect and use personal information are:

- to provide a quotation and/or contract of insurance
- to identify individuals that contact us
- to set up a policyholder, life insured or a member of a corporate savings plan or group insurance policy
- to administer and renew policies
- to arrange and maintain business relationships with service providers and representatives
- to communicate with policyholders or their appointed in respect of insurance services
- to make and receive payments
- to assess, process and settle claims
- to verify the identity of individuals for financial crime prevention purposes
- for fraud prevention and detection purposes
- to comply with tax reporting obligations such as Common Reporting Standards (CRS) /Foreign Account Tax Compliance Act (FATCA)
- to comply with regulatory requirements and international/economic or financial sanctions laws
- for individual insurance policies we may use automated decision making processes including profiling in order to provide a quotation for a potential client. This means that personal information, such as age, smoker status and body mass index will be used to evaluate and predict the level of risk associated with providing the policy. Where required, additional health and lifestyle information will also be assessed as part of the process. The outcome of this process may influence whether or not we provide the product, the price of the premium, or the terms upon which we offer the product in the quotation. We may also use the information (including health information) to provide business intelligence to support the development of new products and improve functionality

9.2.1 We also collect and process information for more general legitimate interests, such as enabling us to continually review and improve Our insurance services. Examples of where we do this are:

- to obtain feedback on Our services
- to administer Our website and ZurichPro Software for internal operations including trouble shooting, data analysis, testing, research, statistical and survey purposes
- to conduct surveys and obtain feedback on Our services

We will always ensure that We keep the amount of information collected for legitimate interest purposes and the extent of any use to the absolute minimum.

9.2.2 As a data controller We continually assess the personal information We collect and ensure that if We seek to use personal information that is not completely in keeping with the original purpose, prior to using personal information in such a way, we will provide additional information on the proposed use and obtain consent where required.

9.3 Who do We share personal information with?

Where necessary, We will share the personal information provided to Us for the purposes of providing insurance products and any related services with the types of organisations (“Recipients”) described below:

- Zurich Insurance Group Ltd. or any of its affiliated companies
- involved broker, intermediary or financial adviser
- the employer; or the corporate savings plan holder, or group insurance policy holder (if different to the employer) or their appointed agent, such as a Trustee
- reinsurers and auditors
- suppliers that provide relevant services such as policy administration, electronic ID verification and underwriting assessment
- survey and research organisations
- healthcare professionals, social and welfare organisations

other insurance companies in line with industry regulatory standards

Or, in order to meet Our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- government or tax authorities
- law enforcement bodies, including investigators

9.3.1 The personal information provided will only be available to those people with a legitimate need to see it. For example, only those people involved in the management of claims will be able to see the sensitive information gathered and only for that purpose. Written consent will be requested before we share any medical reports or other underwriting evidence with an individual’s employer (for group insurance plans) or any other insurer or distribution channel.

9.4 How do we transfer personal information to other countries?

Given the global nature of Our business, We may transfer personal information to other countries. Where We transfer personal information to countries that are outside of the Isle of Man and the European Union (EU) We will ensure that it is protected and that the transfer is lawful.

We will do this by ensuring that there is either an adequacy decision relating to the safeguards for personal information from the European Commission, or that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the Isle of Man and the EU, or other solutions that are in line with the requirements of European data protection laws.

Requests for a copy of the template used for the 'standard contractual clauses' can be made by contacting Our Data Protection Officer (see details below).

#### 9.5 For how long do we keep personal data?

We will retain and process personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable Us to manage Our business.

#### 9.6 What happens if you fail to provide personal information to Us?

If We are not provided with required personal information, We will not be able to provide an insurance contract, policy coverage or assess future claims for the services that have been requested.

##### 9.6.1 What data protection rights do individuals have?

All individuals have the following rights under data protection laws, namely:

- to access their personal data (by way of a subject access request)
- to have personal data rectified if it is inaccurate or incomplete
- in certain circumstances, to have personal data deleted or removed
- in certain circumstances, to restrict the processing of personal data
- a right of data portability, namely to obtain and reuse personal data for related purposes across different services
- to object to the processing of personal data
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on an individual
- to claim compensation for damages caused by a breach of applicable data protection laws
- if we are processing personal information with consent, consent may be withdrawn at any time (the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal)

These rights may be exercised by contacting Our Data Protection Officer. In order to protect privacy individuals will be asked to provide suitable proof of identification before we can process rights related requests.

By agreeing to these Terms and Conditions, you acknowledge that we will use personal information as set out in this Privacy Notice.

If We decide to change the Privacy Notice, you will need to agree to the changes as part of these Terms and Conditions when you next log on to your ZurichPro Account so that you are always aware of the information we collect, how We use it and under what circumstances it is disclosed.

#### 9.7 Data Protection Contact

9.7.1 Any questions about the use of personal information should be made to Our Data Protection Officer, using the contact details below.

ZILLPrivacy@Zurich.com  
Data Protection Officer,  
Zurich International Life Limited,  
Zurich House,  
Isle of Man Business Park,  
Douglas,  
Isle of Man,  
IM2 2QZ,

Data Protection Officer,  
Zurich International Life Limited  
P.O. Box 50389  
Unit 601, Level 6, Building 6  
Emaar Square  
Dubai  
United Arab Emirates

9.7.2 Concerns regarding the processing of personal information or dissatisfaction with Our handling of any request in relation to any data protection rights can be escalated by making a complaint to the Information Commissioner's Office. Their address is:

First Floor,  
Prospect House,  
Prospect Hill,  
Douglas,  
Isle of Man,  
IM1 1ET.

#### 9.8 Secure Sockets Layer (SSL) Protocol

SSL Protocol ensures that data cannot be read by other computers as it travels between your browser and Our server. Digital certificates allow you to verify that your browser is communicating with Our server and not another server posing as Our server.

If you receive SSL certificate warning messages presented by the browsers (e.g. invalid date, entrusted certifying authority, name mismatch, failed to retrieve revocation list and so on), please do not continue with the application and contact [gbe.ithelpdesk@zurich.com](mailto:gbe.ithelpdesk@zurich.com) for further instructions.

## 10. Third Party Information

10.1 We do not warrant or represent that any Information contained in a third party website that may be linked to ZurichPro via a hyperlink or any other link, is accurate, correct, complete or reliable.

10.2 You acknowledge that in using any third party website You do so entirely at Your own risk. You should use such websites in accordance with the terms of the website being entered.

## 11. Intellectual Property Rights

11.1 Except as stated below, all copyright and other intellectual property rights that may exist in or over the Information, the method of disclosure (including the use of Software in downloading such Information via ZurichPro) and the presentation of it (including trademarks, logos, etc.) and the ZurichPro Software are Our exclusive property or licensed to Us.

11.2 You may not copy, reproduce, republish or disclose all or any of the Information received from Us by whatever method without Our express prior written approval.

11.3 You may not copy, reproduce, republish, transfer to any other medium or use or adapt or modify, rent, lease, lend or purport to assign the Software or any part of it downloaded from ZurichPro, other than in a way contemplated by these Terms and Conditions, without Our express prior written approval.

11.4 Regardless of any other provision in this clause 11, We give You permission to download or retrieve Information from ZurichPro provided that such Information will be used only for Your ZurichPro activities and that You lawfully access the Information concerned. You are responsible for testing all downloaded Software and data for viruses or other disabling or damaging software. We have no liability arising out of the downloading of Software by You from ZurichPro.

11.5 Where applicable We give You a non-exclusive, non-transferable and non-assignable licence to download and use the ZurichPro Software, and any related documentation, in accordance with these Terms and Conditions. You may make archival copies of the ZurichPro Software for backup purposes.

11.6 The ZurichPro Software may be used only for the purposes of providing Your clients with personal financial illustrations or quotations relating to Our products.

11.7 The ZurichPro Software is not to be used to provide personalised financial illustration and quotations in breach of Our business acceptance policy or Your (distribution channel ) terms of business agreement with Us, or the law of any country.

11.8 You will obtain any licences required in respect of any intellectual property rights existing in third party websites linked via hyperlink to ZurichPro directly from the relevant third party. We will not be responsible or liable in respect of such intellectual property rights as a result of You having accessed that third party website via ZurichPro.

11.9 You may not use, copy, modify, distribute, or reverse engineer any intellectual property licensed to or owned by Us contained in or accessed through ZurichPro, except as expressly permitted by these Terms and Conditions.

12. Warranty and Liability

12.1 We warrant to You that in providing the Information We will use reasonable skill and care.

12.2 To the fullest extent that We are permitted by law to exclude liability We will not be liable to You or any third party by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Terms and Conditions, for any loss of profit, loss of data, or damage to computer programs, or loss of anticipated savings, nor for any direct, indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Our negligence or the negligence of Our employees or agents or otherwise) which arise out of or in connection with the use of or availability of ZurichPro, the Services or the provision of the Information or its use by You, Your clients or any other party.

12.3 Without limitation to clause 12.2 above We will not be liable to You, Your clients or any other party or be deemed to be in breach of these Terms and Conditions by reason of any delay, interference or inability to supply the Information.

13. Indemnity

13.1 You will indemnify and keep Us indemnified against any claims, liability, loss, damage or expenses incurred by Us arising from or in connection with any breach by You of Your obligations or warranties to Us under these Terms and Conditions.

14. Change in Terms and Conditions

14.1 We reserve the right to modify at our absolute discretion these Terms and Conditions in whole or in part from time to time by publication on Adviser Suite and ZurichPro. You will be deemed to have accepted such changes if You proceed to use ZurichPro after such changes have been posted on Adviser Suite and ZurichPro.

15. Change in Contact Details

15.1 You must inform Us immediately of any change to Your or as the case may be Your clients' name, address, telephone number, email address or any other relevant details.

15.2 We will use the email address provided by You as part of the ZIO User Account registration process to update Our Policy records where applicable.

15.3 In the event that You fail to advise Us of the change of contact details referred to in this clause We will not be held liable for any disclosure by Us of Information using previous contact details provided by You.

16. Termination and Consequences

16.1 We reserve the right at any time to terminate these Terms and Conditions and the provision of Services by withdrawing access to ZurichPro.

16.2 In the event that We terminate these Terms and Conditions and the provision of Services all and any licences or rights granted under these Terms and Conditions to You will be withdrawn immediately.

16.3 These Terms and Conditions will terminate automatically if Your (distribution channel) terms of business with Us are terminated and are not immediately replaced with a new terms of business issued by Us.

## 17. General

17.1 These Terms and Conditions and any documents incorporated in them by reference contain the entire agreement between You and Us and supersede all previous agreements and understanding made between the parties in relation to the Service.

17.2 These Terms and Conditions are supplemental to Your (distribution channel) terms of business with Us. In the case of conflict these Terms and Conditions will prevail, except where such precedence would result in a breach of any regulatory or legislative requirement in which case the terms of business will prevail.

17.3 Each party acknowledges that in entering into these Terms and Conditions it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions. Accordingly, all conditions, warranties or other terms implied by statute or common law are expressly excluded to the fullest extent permitted by law.

17.4 If any provision of these Terms and Conditions are held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions will continue to be valid.

17.5 You may not assign, subcontract or hold on trust all or any of Your rights or obligations under these Terms and Conditions. We may assign any of Our rights or obligations under these Terms and Conditions.

17.6 If You access ZurichPro jointly with another person or persons, Your liability will be joint and several.

17.7 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions will be considered to be a waiver of that right and no waiver by Us of any breach of these Terms and Conditions by You will be considered as a waiver of any subsequent breach of the same or any other provision.

17.8 Except as expressly provided in these Terms and Conditions, no term of these Terms and Conditions will be enforceable by any person other than You or Us.

## 18. Law and Jurisdiction

18.1 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the Isle of Man, and the Parties agree to submit to the exclusive jurisdiction of the Courts of the Isle of Man in respect of any litigation or dispute arising out of or in connection with these Terms and Conditions.

To the fullest extent permitted by applicable law, in the event that these Terms and Conditions are translated into another language, the English version will prevail.

## 19. Accessibility

We are working towards complying with W3C Web Content Accessibility Guidelines which includes:

- Using a clear, simple and easy to read font type.
- Ensuring suitable sufficient colour contrast between the text and the background.
- Providing simple and consistent site navigation.
- Ensuring the target of each link is clearly defined and written to make sense out of context.
- Pages are organised structurally so they are readable without requiring an associated style sheet (e.g. through the use of appropriate HTML structural mark-up).

## 20. Supported OS and browsers

20.1 ZurichPro is available to Windows, Android and Apple Mac users. We have optimised screens for the latest versions of Chrome, Firefox, Internet Explorer 11+ and Safari. Using IE10 or below may cause some page elements to load incorrectly.

### 20.2 PDF files

PDF stands for Portable Document Format, it has been developed by Adobe for the distribution of electronic documents in a format that retains the exact look of the source material and it's a very popular and convenient way to put existing documents on websites, It is commonly used for government publications, reports, leaflets and forms.

To view PDF documents available on this portal. You can download Acrobat Reader Software from Adobe website (free) and install it in your computer.

[Download Adobe reader](#)



## 21. Legal Entities

ZurichPro is a digital solution provided by Zurich International Life which is a business name of Zurich International Life Limited whose details are provided below.

### 21.1 Zurich International Life Limited, Isle of Man – Head office

Zurich International Life Limited provides life assurance, investment and protection products and is authorised by the Isle of Man Financial Services Authority.

Registered in the Isle of Man Number 20126C.

Registered office: Zurich House, Isle of Man Business Park, Douglas, IM2 2QZ, Isle of Man, British Isles.

Telephone +44 1624 662266 Fax +44 1624 662038

Zurich International Life Limited is fully authorised under the Isle of Man Insurance Act 2008 which ensures that it has sound and professional management and provision has been made to protect policy holders.

For life assurance companies, the Isle of Man's Life Assurance (Compensation of Policyholders) Regulations 1991, ensure that in the event of a life assurance company being unable to meet its liabilities to its policy holders, up to 90% of the liability to the protected policy holder will be met.

The protection applies to the solvency of Zurich International Life Limited and does not extend to protecting the value of the assets held within any unit-linked funds linked to your policy. Policy holders will not have the protection of the UK Financial Services Compensation Scheme.

Zurich International Life Limited also operates through branch offices in the following jurisdictions:

#### 21.1.1 United Arab Emirates

Zurich International Life Limited

P.O. Box 50389

Unit 601, Floor 6, Building 6

Emaar Square, Dubai

United Arab Emirates.

Telephone +971 4 425 2300, Fax +971 4 425 2301

#### 21.1.2 Abu Dhabi

Zurich International Life Limited

Tourist Club Area, 10th Street

Abu Dhabi Trade Centre (Abu Dhabi Mall)

East Tower, Level 7, Office No.1

P.O.Box: 26904, Abu Dhabi, UAE

Telephone: +971 2 41 86 100

Zurich International Life Limited is registered (Registration No.63) under UAE Federal Law Number 6 of 2007 and its activities in the UAE are governed by such law.

#### 21.1.3 Bahrain

Zurich International Life Limited

P.O. Box 10032

19th Floor

Almoayyed Tower

Seef District

Kingdom of Bahrain.

Telephone +973 175 63322

Telefax +973 175 64291

Zurich International Life Limited is registered in Bahrain under Commercial Registration No.17444 and is licensed as an Overseas Insurance Firm - Life Insurance by the Central Bank of Bahrain.

#### 21.1.4 Qatar

Zurich International Life Limited

P.O. Box 26777

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West Bay

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Qatar.

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Zurich International Life Limited is authorised by the Qatar Financial Centre Regulatory Authority.

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