

WEBSITE TERMS AND CONDITIONS

THE USE OF THE ZURICH WEBSITE IS SUBJECT TO THESE TERMS AND CONDITIONS AND OTHER SERVICE SPECIFIC TERMS AND CONDITIONS

ACCESSING AND USING THE ZURICH WEBSITE OR ANY PART THEREOF IMPLIES THAT YOU ("USER") AGREE TO THE TERMS AND CONDITIONS BELOW.

For ease of reference, the breakdown of the applicable Terms and Conditions (click on any of the following headings to be transferred to the specific clause):

- | | | |
|--|---|--|
| 1. Definition | 6. Privacy and protection of personal information | 10. Refund/Cancellation Policy |
| 2. About Us | 7. Security | 11. Termination |
| 3. Allowed Use | 8. Limitation of Liability | 12. Breach |
| 4. Intellectual Property | 9. Agreement and eCommunications | 13. General |
| 5. Further Disclosures | | 14. Law and Jurisdiction |

1. DEFINITIONS

- 1.1 "the Zurich website" means the Zurich website and all its pages and content, owned and operated by Zurich and located at <http://www.zurich.co.za>;
- 1.2 "content" means, but not limited to text, graphics, icons, links and other similar material on the website;
- 1.3 "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002;
- 1.4 "Intellectual Property" means copyright (including but not limited to literary-, artistic-, musical- work, photograph, sound recording, computer programmes, artistic works), patents, trademarks (incl. domain names, meta tags), confidential information, trade secrets;
- 1.5 "PAI Act" means Promotion of Access to Information Act 2 of 2000;
- 1.6 "Zurich" means Zurich Insurance Company South Africa Limited, an [Authorised Financial Services Provider](#).

2. ABOUT US

- | | |
|---|--|
| 2.1 Company Name: Zurich Insurance Company South Africa Limited; | 2.8 Information Officer: GRC Munnoch (contact details – see PAI Act Manual); |
| 2.2 Registration No.: 1965/006764/06; | 2.9 Physical Address: 15 Marshall Street, Ferreirasdorp, Johannesburg; |
| 2.3 Authorised Financial Services Provider No.: 17703; | 2.10 Postal Address: PO Box 61489, Marshalltown, 2107; |
| 2.4 VAT No.: 4530103581; | 2.11 Tel: +27 (0) 11 370 9111; |
| 2.5 Directors: JPG de Rauville (Chairman), GRC Munnoch (CEO), P Bezuidenhout, JPM Deiss, S Maeder, MN Mbekeni, | 2.12 Fax: +27 (0) 11 370 9910; |
| 2.6 DD Mokgatle, SG Morris; | 2.13 E-mail: corporate.communications@zurich.co.za (for purposes of obtaining information or submitting comments); |
| 2.7 Company Secretary: G Kostopoulos; | 2.14 Type of Business: click here . |

3. ALLOWED USE OF THE ZURICH WEBSITE

3.1 Zurich hereby grants the User a non-exclusive, non-transferable license, subject to the conditions below, to:

- 3.1.1 View/browse the Zurich website;
- 3.1.2 Use content for personal and non-commercial purposes in accordance with the terms and conditions below;
- 3.1.3 Copy, download and print the content of the Zurich website for purposes of executing – or with the intention to execute a transaction between the User and Zurich or any of its agents;

3.2 License conditions:

- 3.2.1 Other than as agreed to above, the User may not use, copy, adapt, redistribute or modify the content or any part thereof or frame, “mirror”, data-mine or [cache](#) the Zurich website or reverse engineer, copy, modify, download, distribute, decompile or create a derivative work of the software, or any part thereof without prior written permission from Zurich. For any re-use or distribution of the content, the User must make clear to others the terms and conditions applicable to the content available from the Zurich website;
- 3.2.2 User may not sublicense any of the content available from the website. User must keep intact all notices that refer to this License and to the Limitation of Liability hereunder;
- 3.2.3 User may not assign, transfer or sublicense the rights pursuant to this Agreement;
- 3.2.4 In all of the aforesaid Licensed Rights, Zurich must be acknowledged as the source of the material and Zurich’s contact details must be reflected accordingly;
- 3.2.5 User is not allowed to upload or submit damaging code to the Zurich website;
- 3.2.6 User may not use the Zurich website’s communication facilities for purposes of unsolicited communications (“Spam”) or to send or publish any content that is in violation of any law or that are obscene, defamatory, racist or offensive of nature or may result in the infringement of intellectual property;
- 3.2.7 The User’s fair use and other rights are in no way affected by the above;

3.3 Hyperlinks to and from Zurich website

- 3.3.1 This website may contain links to other websites operated by third parties. Zurich does not operate or control, in any respect whatsoever, any of the information, graphics and material on those third party websites or guarantee that the website will be operational at all times;
- 3.3.2 Links to third party websites are included solely for the convenience of Users. The User therefore assumes sole responsibility for the use of a third party website;
- 3.3.3 Zurich makes no warranties or representations regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of third party website content or products or services available through third party websites or that the third party website content does not infringe the intellectual property rights of any person.

- 3.3.4 Zurich expressly disclaims acting in any respect on behalf of third party website operators and/or owners. Third party websites may be subject to their own terms of use and privacy policies different from those of this site;
- 3.3.5 Hyperlinks to the Zurich website will be allowed, subject to the following conditions:
- 3.3.5.1 The User will be authorised to link to, but not replicate, content contained in the Zurich website;
 - 3.3.5.2 The User may not present misleading or false information about Zurich's services or products;
 - 3.3.5.3 The User may not imply that Zurich is endorsing or sponsoring the User's website, or any services or products available from the website containing the hyperlink;
 - 3.3.5.4 The User may not use Zurich's logos or trademarks without prior written permission from Zurich;
 - 3.3.5.5 The User's website may not contain content that could be construed as obscene, libellous, defamatory, pornographic, or inappropriate for all ages or contain materials that would violate any laws;
 - 3.3.5.6 The link shall be removed immediately at any time upon Zurich's request pursuant to Zurich's reserved rights to rescind its consent to allow the link;
 - 3.3.5.7 All hyperlinks to link to the Zurich website must link to the homepage. Links beyond the Zurich homepage may only be used with Zurich's prior written consent;
 - 3.3.5.8 Authorisation to link to the Zurich website shall not create and/or constitute an employer/employee relationship or an agency or a partnership in any shape or form between the User and Zurich nor authorise the User to incur any liability on behalf of Zurich.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Intellectual Property available on the Zurich website or obtained via the interaction between itself and the Users are the property of – or license to Zurich and may not be utilised outside the licensed terms as set out herein;
- 4.2 E-mail addresses, names, telephone numbers and fax numbers published on the Zurich website may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no "opt-in"/ permission from Zurich to utilise same;
- 4.3 Zurich would be pleased to consider requests for permission to disseminate or use Zurich content outside the scope of the license terms set out under above, provided that our written approval is obtained in advance. To obtain approval please e-mail us at corporate.communications@zurich.co.za.

5. ADDITIONAL INFORMATION TO THE USER AS CONSUMER

Further disclosure requirements to the User as consumer:

- 5.1 Access to the Zurich website is free;
- 5.2 The main services available under the Zurich website are to provide the User with information and contact details of Zurich;

- 5.3 To lodge complaints e-mail corporate.communications@zurich.co.za or use any of the contact details available on the Zurich website under '[Contact Us](#)' to inform Zurich of the complaint.

6. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

- 6.1 We value your [personal information](#) and intend to give you as much control as possible over your personal information;

- 6.2 The purpose of this statement is to set out how we use personal information that we may obtain about the User. By using the Zurich website generally the User agrees to the following use:

6.3 Use of Personal Information

- 6.3.1 When the User uses/browses the Zurich website Zurich may collect, store and use the User's personal information or any other additional information for purposes as set out below;
- 6.3.2 Zurich may use personal information or any other requested information that the User provides or that is obtained by Zurich:
- 6.3.2.1 To submit information about Zurich services/products to the User; or
 - 6.3.2.2 To fulfil Zurich's agreement with the User; or
 - 6.3.2.3 To register the User with Zurich website and to administer our website services; or
 - 6.3.2.4 To identify the User when accessing and utilising the Zurich website; or
 - 6.3.2.5 To ensure that the User's requested services are delivered; or
 - 6.3.2.6 For assessment and analysis of non-personal statistical information to enable Zurich to review, develop and improve the services which Zurich offers that will enable Zurich to communicate with the User and other customers such relevant information;
- 6.3.3 Zurich retains all rights to non-personal information collected and compiled by Zurich;

6.4 Disclosure of User Information

- 6.4.1 Zurich may give information about the User to the following, who may use it for the same purposes as set out above (excluding direct communications):
- 6.4.1.1 To employees and agents of Zurich to administer the website and communications to the User;
 - 6.4.1.2 To anyone to whom Zurich transfers or may transfer rights and duties under an agreement with the User;
 - 6.4.1.3 If Zurich has a duty to do so or if the law allows Zurich to do so.
- 6.4.2 No login names or passwords will be disclosed to any third party, except those third parties responsible for the execution of the Zurich website EFT login facility;
- 6.4.3 Occasionally third parties may provide storage services to Zurich. In those circumstances those third parties shall be required to enter into a Non Disclosure Agreement on no less stringent terms than found in this privacy statement and to process and protect your data solely in accordance with our instructions;
- 6.4.4 The User has a right to see its own [personal information](#) that Zurich keeps about the User by following the procedures available under the Zurich PAI Act Manual,

available from the Zurich website, subject to the fees as stipulated under the PAI Act Manual. If the User is concerned that any of the information Zurich holds on him/her is incorrect please contact Zurich immediately;

6.5 Cookies

- 6.5.1 Cookies may be used by Zurich to understand the Users of the Zurich website better. Cookies allow Zurich to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of the Zurich website. Depending on the type of cookie Zurich uses, cookies also allow Zurich to make the website more user friendly, for example, permanent cookies allow Zurich to save the User's password so that the User does not have to re-enter it every time the User visits the Zurich website;
- 6.5.2 The User can usually adjust its browser so that the User's computer does not accept cookies. If the User does this, the User will still be able to browse around the site but the functions that allow the User to access an existing account or page that requires a username or password, will not be available;
- 6.5.3 Alternatively the User can adjust the browser to tell the User when a website tries to put a cookie on the User's computer. How the User adjusts the browser to stop it accepting cookies or to notify the User of them, will depend on the type of internet browser programme the User's computer uses;
- 6.5.4 Please remember, cookies do not contain confidential information such as the Users' home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers;
- 6.5.5 The User's browser also generates other information, including which language the site is displayed in, and User's Internet Protocol address ("IP address"). An IP address is a set of numbers which is assigned to the User's computer during a browsing session whenever the User logs on to the Internet via the User's internet service provider or the User's network (if the User accesses the Internet from, for example, a computer at work). The User's IP address is automatically logged by Zurich's servers and used to collect traffic data about visitors to the Zurich website. Zurich does not use the User's IP address to identify the User personally;
- 6.5.6 Zurich only keeps cookies for the duration of the User's visit to our website, except where the User saves his/her login name as referred to above;

6.6 Security

- 6.6.1 Zurich endeavours to take all reasonable steps to protect the User's personal information. However, Zurich cannot guarantee the security of any data the User discloses online. The User accepts the inherent security risks of providing information and dealing online over the Internet and will not hold Zurich, its directors, employees or agents responsible for any breach of security unless this is due to our gross negligence or wilful misconduct;
- 6.6.2 Please take note that Zurich may send User e-mails from time to time however Zurich would never send an e-mail asking for the User's logon details or bank details, or direct the User to a webpage that asks for this information;

6.7 General

- 6.7.1 Please be aware that Zurich's website may link to other websites which may be accessed through the Zurich website. Zurich is not responsible for the data protection – or privacy policies or procedures or the content of these linked websites;
- 6.7.2 **To be removed from any zurich.co.za mailing list**
If the User wants to be removed from Zurich's mailing list an e-mail should be sent to corporate.communications@zurich.co.za with the words '*remove from mailing list*' in the subject line and the e-mail address that the User wishes to be removed within the e-mail. Please note that it may take up to 10 (ten) days to action the request. In addition, each electronic mailing Zurich sends the User will contain details of how the User can unsubscribe;
- 6.7.3 **Contact Us**
If the User has any comments or queries in connection with Zurich's privacy statement then please e-mail Zurich at corporate.communications@zurich.co.za or write to Zurich (see postal address above).

7. SECURITY

- 7.1 Although Zurich is not obliged to provide security on the Zurich website Zurich feels it is important that Users information or any communication between Users and Zurich is dealt with in the most secure manner reasonably possible, however because of the nature of the internet Zurich cannot warrantee that the security of the User's communication with Zurich via the website is completely secure;
- 7.2 To provide adequate security to all Users of the website and to monitor activities prohibited under [Section 86](#) of the ECT Act the User hereby agrees to Zurich's right to intercept, monitor, block, read, delete or accesses all data sent to the website or any other Zurich communication facility, e.g. e-mail, instant messaging – or fax to e-mail application, subject to conditions as set out under the [Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002](#);
- 7.3 It is Zurich's policy to virus check documents and files before they are posted on the Zurich website. However, Zurich cannot guarantee that documents or files downloaded from this website will be free from viruses and Zurich does not accept any responsibility for any damage or loss caused by any virus. Accordingly, for the User's own protection, the User must use virus-checking software when using this website. Further, the User shall not post or provide to Zurich via this website, any document or file that may contain a virus. The User must virus-check any document or file which the User intend to post or provide to Zurich via this website, i.e. EFT login facility. The User hereby indemnify Zurich, its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programmes or any other code that may damage this website or the Zurich or its service provider's infrastructure;

8. LIMITATION OF LIABILITY

- 8.1 Zurich website and all materials found on the website are intended for information purposes and provided "*as is*" without any warranty, representation, condition, undertaking, or terms of any kind, express or implied, statutory or otherwise,

including without limitation, the warranties of merchantability, non-infringement of intellectual property, professional advice, fitness for a particular purpose or suitability of the information, software or services;

- 8.2 Zurich further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained in the Zurich website. Zurich may make changes/amendments to the Zurich website, the policies, information described in the materials or content of these Terms and Conditions, at any time without notice. Zurich reserves the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website. Zurich makes no commitment to update the materials and may discontinue any part of the Zurich website or services or certain software or version of certain software for the utilisation of the Zurich website;
- 8.3 Zurich and its service providers will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profits or data, any delays, whether in an action in contract or delict, arising out of the use or inability to use the Zurich website or performance of the Zurich website or non-performance of the Zurich website, i.e. Zurich website not available as a result of third party service providers, maintenance, enhancements, events outside the control of Zurich or *force majeure* events, even if Zurich have been advised of the possibility of such damages.

9. AGREEMENT AND ECOMMUNICATIONS

9.1 Formation and validity of this Zurich website agreement

The User agrees that:

- 9.1.1 If the User is not a consumer, the User confirms that the User has authority to bind any business on whose behalf the User uses this website;
- 9.1.2 The User is at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this website in accordance with all terms and conditions herein;
- 9.1.3 All information that are incorporated by using hyperlinks and/or other methods of reference form part of this agreement (see [Section 11\(3\)](#) of the ECT Act);
- 9.1.4 Except for the agreement on these terms and conditions, no other agreement shall be formed between the User and Zurich via electronic communications;
- 9.1.5 This Agreement is concluded in Johannesburg, the moment the User access the Zurich website;

9.2 Time and Place of communication, dispatch and receipt

- 9.2.1 [Data Messages](#) sent from Zurich to the User have been sent from Zurich's place of business;
- 9.2.2 Data Messages sent from Zurich to the User is deemed to be received when complete message are outside the control of Zurich (left the system of Zurich);
- 9.2.3 Data Messages from the User to Zurich are deemed to be received by Zurich only when Zurich responds thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Zurich that it does give legal effect to the message;

9.3 Expression of intent

- 9.3.1 The User acknowledges that all agreements, authorisation or request under this agreement satisfies the "*writing*" requirement as per [Section 12](#) of the ECT Act;
- 9.3.2 For purposes of Electronic Communications between User and Zurich no Electronic Signature is required; the mere sending of Data Messages or browsing of our website demonstrates the User's intent to be a party to this agreement;

9.4 Attribution of data messages to originator

- 9.4.1 The User agrees and warrants that the data message sent, from any Computer or device that are owned by the User or the User's employer or programmed by the User or on the User's behalf, to Zurich was sent by the User or a person that had authority to act on the User's behalf in respect of the data message.

10. REFUND/CANCELLATION POLICY

There are no deliverables in terms of services or goods available from the Zurich website, except for the information that is provided by Zurich from time to time on the Zurich website. Therefore, no cooling-off period, as per section 44 of the ECT Act applies.

11. TERMINATION

These Terms and Conditions and the User's access to the website may be terminated at any time by Zurich without notice. All restrictions, disclaimers and limitations of liability by Zurich will survive termination, however, the User will no longer be authorised to access the website.

12. BREACH

- 12.1 If the User is in breach of the terms and conditions of this website, Zurich reserves the right to, without prejudice to any rights which it may have in terms hereof or at law, to:
 - 12.1.1 Order for specific performance and damages;
 - 12.1.2 Terminate this Agreement and claim damages;
 - 12.1.3 Institute criminal procedures where applicable and necessary;
- 12.2 All costs, charges and expenses of whatsoever nature which may be incurred by Zurich in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

13. GENERAL AND MISCELLANEOUS

13.1 Sole record of agreement

These Terms and Conditions constitute the sole record of the agreement between the User and Zurich with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein;

13.2 No amendments except in writing

No data message as defined above, including but not limited to an e-mail, SMS and recorded voice message, sent by User to Zurich shall amend this agreement or the rights and duties of the parties in any manner, unless such a data message is reduced to paper and signed by the parties.

13.3 Waivers

No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

13.4 Survival of obligations

Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

13.5 Severability

If any one or more of the clauses of these terms and conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these terms and conditions is to be performed, including this clause:

13.5.1 That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected;

13.5.2 The terms and conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these terms and conditions, the terms and conditions, including such provision, shall be amended in such manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

14. APPLICABLE AND GOVERNING LAW

The law of South Africa and the jurisdiction of the South African courts shall govern this Agreement.

We recommend you print out a copy of these terms and conditions for future reference.