



# Terms of Business

Thank you



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Terms of Business

# 1 Terms of Business

Thank you for appointing Aon Risk Services Australia Limited ABN 17 000 434 720 AFSL 241141 (**Aon, we, us, our**) as your insurance broker and/or advisor.

These Terms of Business (**Terms**), along with Aon's [Financial Services Guide \(FSG\)](#) and if applicable, the attached Additional Provisions Regarding Programs Placed by the Global Broking Centre London (**Agreement**) set out the terms and conditions on which Aon will provide our services (**Services**) to you and Related Bodies Corporate to whom we agree in writing to provide Services (**Client, you, your**), except where a separate agreement has already been entered into between us, or an Aon Group entity, to expressly cover the Services provided under this Agreement (**Global Agreement**).

In such case, our engagement will be governed by the terms of both this Agreement and the Global Agreement, with the terms of the Global Agreement prevailing where there is any inconsistency of terms, except where a term of the Global Agreement is contrary or inconsistent with:

- the laws of Australia; or
- insurance broking custom and practice in Australia, in which case the terms of this Agreement will prevail.

Please take the time to read our FSG carefully as it contains important information about the products and services Aon provides. It also explains how we and our Representatives may be remunerated and contains details of how we manage conflicts of interest and complaints.

In providing our Services we follow a structured and logical approach to identify and understand your insurable risks and needs. Our approach generally comprises the following phases:

- Arranging general insurance products to help you protect against insurable risks.
- Collecting information that insurers require from you.
- Where needed, providing you with risk management information and advice pertaining to your insurable risks.
- Where needed, assisting you to submit and manage insurance claims.

## 1. Defined Terms

1.1. In this Agreement, the following terms have the following meanings:

- a. **Aon Group** means the Aon group of entities worldwide, being Aon plc, Aon's ultimate parent company, and its Related Bodies Corporate as well as joint ventures of such Related Bodies Corporate.
- b. **Applicable Laws** means any laws or regulations including any mandatory codes of practice or standards which are (i) applicable to the provision or receipt of the Services; (ii) applicable to acts undertaken or required to be undertaken in connection with this Agreement; or (iii) referred to in this Agreement, in each case solely as applicable to the referenced Party.
- c. **Business Records** has the meaning set out in clause 16.1.
- d. **Confidential Information** means any information, disclosed by the Disclosing Party

to the Receiving Party, which:

- i. either derives economic value, actual or potential, from not being generally known or has a character such that the Disclosing Party and/or any third party from whom the Disclosing Party has received the Confidential Information has a legitimate interest in maintaining its secrecy;
- ii. relates to the Disclosing Party's business (and/or to those of its suppliers and clients, and/or any third party from whom the Disclosing Party has received the Confidential Information) and includes, but is not limited to: equipment; software; designs; technology; technical documentation; product or service specifications; marketing or business plans and strategy; pricing information; financial information; information relating to existing, previous, and potential suppliers, customers, and contracts; inventions; trade secrets; trademarks; intellectual property; applications; methodologies; insurance practices, plans, and strategies, and other know-how which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, as confidential to the Disclosing Party;
- iii. includes the existence and terms of this Agreement; and

iv. Confidential Information excludes information which:

- A. is publicly available at the time of its disclosure under this Agreement;
  - B. becomes publicly available (other than as a result of disclosure by the Receiving Party contrary to the terms of this Agreement);
  - C. was lawfully in the possession of the Receiving Party free of any restriction as to its use or disclosure prior to it being disclosed under this Agreement; or
  - D. is or has been developed independently by the Receiving Party and without use of the Confidential Information disclosed under this Agreement.
- e. **Consequential Loss** means indirect, incidental, consequential, exemplary, reliance, special, or punitive damages (including but not limited to loss of data, business or goodwill, or government fines, penalties, taxes, or filing fees), or any lost sales, business opportunities, revenues or profits regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, statutory liability or otherwise.
  - f. **Corporations Act** means the *Corporations Act 2001* (Cth).
  - g. **Deliverables** means all reports, advices, materials and information developed by Aon or a member of the Aon Group for you in

performance of the Services, but excluding any Pre-existing Intellectual Property contained therein.

- h. **Disclosing Party** has the meaning set out in clause 10.1.
- i. **Force Majeure Event** means acts of God, governmental acts, delays in obtaining work permits or visas, fires, explosion, earthquake, flood or other natural disaster, epidemic or pandemic, accident, civil commotion, industrial dispute or other occurrence outside the reasonable control of the relevant Party.
- j. **Gross Negligence** means any act or failure to act which is intentional and where a reasonable and professional person would perceive to entail a high degree of risk of loss, risk of injury, or risk of damage to others, coupled with reckless disregard or indifference to the consequences.
- k. **ICA** means the *Insurance Contracts Act 1984* (Cth).
- l. **Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in any territory in or in relation to copyright and related rights, moral rights, trade marks, designs, patents, database rights, circuit layouts, business and domain names, inventions and rights in goodwill or to sue for passing off or equivalent rights or forms of protection (whether or not registered or capable of registration) and all applications (and rights to apply) for that, and for renewals and extensions of, any such rights as may now or in the future exist anywhere in the world.

- m. **Losses** means any and all damages, losses, liabilities, expenses (including reasonable legal fees and expenses) and interest.
- n. **OFAC** means Office of Foreign Asset Control and, shall include any regulatory body or person succeeding, in whole or in part, to the functions thereof.
- o. **Party or Parties** means you and/or us as the context permits.
- p. **Personal Information** has the meaning set out in the Privacy Act.
- q. **Pre-existing Intellectual Property** means all Intellectual Property Rights owned or used by a Party before the commencement of this Agreement.
- r. **Privacy Act** means the *Privacy Act 1988* (Cth).
- s. **Receiving Party** has the meaning set out in clause 10.1.
- t. **Related Bodies Corporate** has the meaning set out in the Corporations Act.
- u. **Remuneration** means commission and/or fees (as applicable) as agreed with you in writing.
- v. **Representatives** means, with respect to a Party, its Related Bodies Corporate, directors, officers, employees and agents and their respective Related Bodies Corporate, directors, officers, employees and agents.
- w. **Restricted Territories** has the meaning set out in Clause 18.1.
- x. **Term** means the period commencing on the date on which we start providing Services and ending when this Agreement is terminated in accordance with its terms.
- y. **TR Policy** has the meaning set out in Clause 18.1.

## 2. Acceptance and Term

- 2.1. You will be taken to have accepted this Agreement by continuing to instruct us, unless otherwise agreed in writing with you.
- 2.2. Unless otherwise agreed in writing, this Agreement commences from the day you engage us and continues until either Party provides sixty (60) days' written notice of termination (expiring after any initial term we may agree with you). Unless otherwise agreed in writing, all outstanding claims will be passed on to you for future handling from the date of termination.

## 3. Our Responsibilities

- 3.1. Aon will at all times during the Term:
  - a. have the necessary licenses, permits, or registrations required for it to be able to provide the Services;
  - b. provide the Services:
    - i. with the care and skill expected of a reasonable insurance broker;
    - ii. in accordance with the terms of this Agreement; and
    - iii. in accordance with your instructions received from time to time;
  - c. comply with Applicable Laws; and
  - d. comply with all applicable modern slavery laws, statutes, regulations and codes and take reasonable steps to ensure that there is no modern slavery or human trafficking in its or its subcontractors' supply chains or business operations.

## 4. Your Responsibilities

- 4.1. You acknowledge and agree that:
  - a. you must comply with your legal duty of disclosure as set out in the ICA;
  - b. we rely on you to provide accurate, complete and timely information to enable us to perform the Services and to make a fair presentation of the risk to your insurer(s). You accept full responsibility for the accuracy and completeness of the information provided, appreciate that we will rely on the information in providing the Services and arranging your insurances and understand that failure to provide all necessary information to an insurer, whether intentional or in error, could result in the impairment or voiding of coverage;
  - c. any answers or statements given on a proposal, claim form or otherwise are your responsibility and should be checked carefully by you. In particular, it is important that you provide accurate insured values to ensure that the cover you choose is adequate to address any loss that you may suffer;
  - d. you are responsible for the decisions made regarding the insurer(s) selected for your insurance placement and agree that all decisions regarding the amount, type or terms of coverage shall be your sole responsibility;
  - e. you will carefully review any documentation supplied by us (for example policy documentation) and advise us promptly if any such documentation does not appear to be in accordance with your instructions or requirements;

- f. you will notify us or your insurer in writing promptly of:
  - i. any subsequent amendments that you require to the terms of an insurance contract; and
  - ii. all claims in accordance with the terms of any insurance contract(s) placed by us pursuant to this Agreement. Any failure to do so may prejudice your claim. No admission of liability should be made to a third party without the prior written approval of the insurer(s);
- g. where required by Applicable Laws or Aon corporate policy, you shall provide such evidence and information of your identity and the identity of your Related Bodies Corporate, Representatives and agents, and any other information that we may reasonably require to comply with our obligations; and
- h. you will at all times during the Term, comply with Applicable Laws.

## 5. Remuneration

- 5.1. In return for the Services provided to you under this Agreement, you shall pay us the Remuneration.
- 5.2. To the extent permitted by law, where we provide insurance broking services, our Remuneration is earned in full at the time of the placement of the relevant policy and we will be entitled to all Remuneration in respect of the full policy period, even if our Agreement terminates early or your policy is cancelled. We may offset such Remuneration from any premium refund you are entitled to.

- 5.3. In the event of early termination of our Agreement where we provide consulting services, we reserve the right to be paid for Services provided up to the date of termination at our prevailing hourly rates.
- 5.4. If during the term of this Agreement, you instruct us to perform any additional services or arrange a contract of insurance that was not agreed in writing at the commencement of this Agreement or otherwise agreed in writing, we will receive additional Remuneration as agreed with you in writing from time to time.
- 5.5. You also agree to reimburse us for all travel and accommodation (including meals) and other out of pocket costs that, with your prior agreement, we reasonably incur in performing the Services.
- 5.6. You agree to pay our Remuneration and out of pocket costs within fourteen (14) days of the date of our invoice.

## 6. GST

- 6.1. Please note that all Remuneration referred to in this Agreement or in any invoice, unless clearly stated otherwise, is to be treated as exclusive of GST.

## 7. Premium Payments and Rebates

- 7.1. You must pay all premiums and other charges on or before the expiry of fourteen 14 days from the date of our invoice.
- 7.2. You acknowledge that failure to pay the insurer or Aon in sufficient time may result in the insurer having the right to cancel the policy. You may remain liable to the insurer for any premium due prior to cancellation of the policy. Please contact us promptly if you are unable to pay the premium or need to cancel an insurance contract.

- 7.3. We make every effort to correctly inform you of the premium and statutory charges that apply to your insurance. However, occasionally errors can occur for example, where a third party (such as an insurer) advises us of the wrong amount. We will contact you if we become aware of any error in relation to your premium or other payment calculation.

## 8. Limitation of Liability

- 8.1. All implied representations and all other implied conditions, warranties and terms as to the provision of the Services are excluded to the extent permitted by law or regulation.
- 8.2. We do not guarantee, represent or warrant the availability or price of an insurance contract or the financial security, solvency or performance of any insurer. We will notify you if we propose the use of an unauthorised foreign insurer. You acknowledge and agree that Aon is not an insurer of any risk and that we will not be responsible in the event that an insurer is unable to meet its obligations to you.
- 8.3. To the fullest extent permitted by law, Aon's liability and the liability of Aon's Representatives to you and your Representatives for any and all Losses, whether based in contract, tort (including negligence), breach of statutory duty or otherwise under or in connection with this Agreement or the Services, is limited to A\$5,000,000 in the total aggregate. Nothing in this clause 8.3 is intended to exclude or restrict liability for fraud, intentional misconduct, Gross Negligence or any other liability which cannot be lawfully excluded or restricted.

- 8.4. To the fullest extent permitted by law, in no event will either Party (including any and all Representatives of that Party) be liable to the other Party for Consequential Loss even if advised of the likelihood of such damages.
- 8.5. Aon and Aon's Representatives shall have no liability for any Losses arising out of an error or omission by the Client or the Clients Representatives.
- 8.6. If either Party is found liable to the other (whether in contract, tort or otherwise) the liable Party shall only be liable to the proportional extent that they caused or contributed to the relevant Losses.

#### 9. Force Majeure

- 9.1. A Party will not be in breach of this Agreement, or be liable to the other Party for, Losses arising out of failure to perform or delay in performance caused by a Force Majeure Event. If a Force Majeure Event arises, the affected Party shall promptly notify the other Party.
- 9.2. During any delay in performance owing to a Force Majeure Event, the affected Party will implement reasonable work-around plans, computer system disaster recovery, alternate sources, or other commercially reasonable means to facilitate the performance of its obligations under this Agreement.
- 9.3. The affected Party shall be entitled to a reasonable extension of time for performing its obligations under this Agreement. If the period of delay or non-performance continues for sixty (60) days, a Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party.

#### 10. Confidentiality

- 10.1. Subject to the remaining provisions of this Clause 10, where in connection with this Agreement or Services a Party (the "Receiving Party") receives any Confidential Information from the other Party (the "Disclosing Party") or on the Disclosing Party's behalf, the Receiving Party will treat the Confidential Information as set out herein.
- 10.2. The Receiving Party will not distribute or disclose any Confidential Information without the Disclosing Party's prior written consent except where:
- it is necessary for the Receiving Party to disclose such Confidential Information to its professional advisers or auditors or where it is required to disclose such Confidential Information by law or any regulatory authority; and
  - in respect of Aon, the disclosure is for the purposes of providing the Services, including to insurers or prospective insurers.
- 10.3. Where the Receiving Party is required to make any disclosure of Confidential Information by law or regulation under Clause 10.2(a), the Receiving Party will notify the Disclosing Party of such disclosure to the extent reasonably practicable and legally permissible.
- 10.4. Aon may disclose your Confidential Information to:
- Aon's service providers as needed for services provided to Aon;
  - Aon's Related Bodies Corporate to the extent necessary to perform its obligations under the Agreement; and

- any subcontractors as necessary for them to perform or support the Services, provided that Aon will have in place with such service providers and subcontractors, appropriate and reasonable obligations regarding the safeguarding of such Confidential Information.

- 10.5. Each Party will treat any Confidential Information provided as confidential and take appropriate measures to protect the privacy and confidentiality of such Confidential Information and comply with all Applicable Laws and regulations.
- 10.6. You agree that we are entitled to make reference to you in publications, proposals or similar submissions to prospective clients.

#### 11. Privacy

- 11.1. We both agree to comply with the Privacy Act and any other applicable privacy or data protection laws regulating the collection, storage, use and disclosure of Personal Information, including the *Spam Act 2003* (Cth) and *Do Not Call Register Act 2006* (Cth), and do all that is reasonably needed on each of our parts to enable the other to comply with them.
- 11.2. You acknowledge and agree that any Personal Information that you disclose to us has been collected in accordance with the Privacy Act and that we are authorised to collect such information from you.
- 11.3. The Parties will work together to make available the Aon Privacy Notice to individuals whose Personal Information is obtained by Aon in order to provide the Services under this Agreement. [The Aon Privacy Notice](#) is available here and attached to this Agreement.



**12. Non-Dissemination of Material**

- 12.1. You may disclose copies of our Deliverables to your Representatives to the extent necessary to obtain the benefit of the Services and your Representatives may rely on the Deliverables, provided always that:
- a. any Losses incurred or suffered by any of your Representatives as a result of their reliance on the Deliverables shall be deemed Losses suffered or incurred by you;
  - b. you shall claim for such Losses on behalf of the relevant Representative, subject always to the limitations and exclusions of liability in this Agreement; and
  - c. you shall indemnify us against any amount which exceeds the limitations and exclusions of liability set out in this Agreement that we become liable to pay due to any claims not being brought against us in accordance with subclause 12.1(b) above.
- 12.2. No other party is entitled to rely on our Deliverables for any purpose whatsoever without our prior written consent, and we disclaim any responsibility to any such third party who has had communicated to them the Deliverables.

**13. Non-solicitation**

- 13.1. You agree that you will not, without our prior written consent, employ or engage the services of our employees or agents during the term of this Agreement or during the twelve (12) months following termination of this Agreement.
- 13.2. This clause does not apply where you in good faith, employ or engage our employees or agents who respond to a general advertisement.

**14. Intellectual Property**

- 14.1. The Parties retain all title and rights in their Pre-existing Intellectual Property.
- 14.2. Upon full payment of Aon's Remuneration and subject to the provisions of this Clause 14, you will own the Deliverables. For the avoidance of doubt all Pre-existing Intellectual Property used in connection with the provision of the Deliverables remains the property of the relevant Party or its licensors.
- 14.3. Each Party hereby grants to the other Party, a non-exclusive, non-transferable, non-sub-licensable and royalty free license to use the other Party's Pre-existing Intellectual Property to the extent that such Pre-existing Intellectual Property forms part of or is integral to the Services or Deliverables.
- 14.4. Aon warrants that, to its knowledge, the Deliverables do not and will not, when used in accordance with this Agreement, infringe the Intellectual Property Rights of any person.
- 14.5. You shall use reasonable endeavours to prevent any infringement of any Intellectual Property Rights in the Deliverables.

**15. Use of Non-personal Data and Information**

- 15.1. The Aon Group may provide analytics, consulting and other services to its clients based on the non-personal data the Aon Group collects from you, and your Related Bodies Corporate, as part of this Agreement (Collected Data).
- 15.2. These services may include: (i) providing clients with customised services and recommendations; (ii) identifying client opportunities; (iii) optimising and improving Aon products, services and operations; (iv) creating industry reports, conducting benchmarking and undertaking

market research; (v) providing and developing analytical solutions; (vi) performing statistical, financial and risk modelling, among other services. Aon Group members may earn compensation for providing such services to their clients, service providers, (re)insurers and other business partners.

- 15.3. If corporate clients receive (re)insurance broking services from Aon, subject to local law restrictions, Aon Group services provided to (re)insurers and other business partners may involve the disclosure of Collected Data about (i) Aon corporate clients and (ii) their actual and prospective (re)insurance placements. Such Collected Data may include, but may not be limited to: company names, industry codes, policy types, premium and policy expiration dates as well as information about the providers or potential providers of (re)insurance, claims and other loss related services to our clients. The Aon Group provides such services with a focus on creating distinctive value for clients.
- 15.4. The Aon Group may also disclose Collected Data to its service providers to perform certain analytics and other processing services on Aon's behalf. Such service providers are contractually restricted from using or disclosing Collected Data for any other purposes. Other contractual and operational safeguards are in place with all Aon Group service providers to protect the security of Collected Data
- 15.5. Due to the global nature of services provided by the Aon Group, information that the Aon Group receives may be transmitted, used, stored and otherwise processed outside the country where submitted the information was submitted.

15.6. This “Use of Non-personal Data and Information” clause shall supersede conflicting provisions of any other agreements entered into between the Parties, including but not limited to non-disclosure agreements, to the extent such agreement is inconsistent with this clause.

#### 16. Aon’s File Retention Policy

16.1. We hold paperwork and correspondence relating to the Services whether in paper or electronic form (Business Records) for at least seven (7) years. After this period, we may arrange for the Business Records to be destroyed unless required to be retained by law or otherwise in accordance with our record retention policies. We will not consult you before destroying Business Records.

#### 17. Electronic Communication

17.1. We may correspond with you by electronic communications unless you instruct us not to do so. Electronic communications are not always secure and may be read, copied, lost or interfered with in transit. We are not responsible for any of the risks associated with electronic communication, including loss of data.

#### 18. International Trade Restrictions

18.1. The Aon Group maintains a strict global policy regarding compliance with international trade restrictions (the “TR Policy”) including, those administered in the United States by the OFAC. Compliance with the TR Policy is mandatory for all Aon staff worldwide, and no exceptions to the TR Policy are permitted under any circumstances.

18.2. In summary, the TR Policy incorporates all Applicable Laws, which may expose Aon to the risk of sanctions or other penalties, including those that relate to export controls and designated parties (including parties regarded by OFAC as Specially

Designated Nationals). The TR Policy affects, in particular (but not solely), certain transactions related to countries subject to sanction, prohibition or restriction under UN Security Council Resolutions or under other applicable trade or economic sanctions, laws or regulations (collectively known as “Restricted Territories”). The Restricted Territories under the TR Policy may be subject to change in line with international trade restrictions.

18.3. We expect you to carry out appropriate due diligence to ensure your activities are in accordance with all applicable trade restrictions laws and regulations. We do not assume responsibility for your compliance with such requirements. If you become aware that any of the Services, including any risk you have (re)insured or are proposing to (re)insure through Aon, involves a Restricted Territory or any other relevant trade restrictions, you should inform us (or the relevant Aon Group entity) immediately. Where we become aware that an entire transaction is contrary to the TR Policy, then we will be unable to act for the period during which the transaction is contrary to the TR Policy. If part of a transaction we has been asked to carry out (or has already carried out) would constitute, or constitutes, a breach of the TR Policy, we will not be able to act with respect to that part, whether it involves a placement, renewal, variation of (re)insurance contract, payment, processing, advising, the handling of a claim or any other Service for the period during which that part of the transaction is contrary to the TR Policy. We will be able to continue to provide other Services that do not contravene the TR Policy.

18.4. We will not incur any liability whatsoever to you in the event we rely upon this Clause 18.

#### 19. Bribery and Corruption

19.1. The Parties undertake:

- a. to maintain appropriate policies, procedures and internal controls designed to prevent any acts of bribery or corruption in breach of any anti-bribery and anti-corruption laws applicable to either Party, in relation to the Services;
- b. not to do, or omit to do, any act that will cause or lead either Party to breach any anti-bribery and anti-corruption laws applicable to it; and
- c. to keep proper and accurate books and records reflecting all payments made, and expenses incurred in connection with the performance of the Services.

#### 20. Conflicts of Interest

20.1. We may provide services to entities in the same industry and/or markets as you or with whom you may have business dealings. This may give rise to potential conflicts of interest; however, we have policies and procedures in place to help identify and manage any such potential conflicts of interest that may arise. In the unlikely event that we identify any actual conflict of interest in the provision of Services that we are unable to appropriately manage, subject to any obligations of confidentiality that we may owe to third parties and in compliance with Applicable Laws and regulations, we shall notify you and seek agreement on how to continue to provide such Services.

#### 21. Audit Rights

21.1. You or your designees, at your sole cost and expense, shall have the right once per calendar

year during the Term upon reasonable notice and during normal business hours to review and audit our records relating to the Remuneration charged by us for the Services.

- 21.2. You agree that any such review or audit shall be conducted in a manner reasonably designed to protect the confidentiality of information in the possession or control of Aon and to avoid interfering with our business operations.
- 21.3. You agree that any designee conducting such audit shall be subject to the confidentiality provisions of this Agreement and may be required by Aon to sign a confidentiality agreement in form and substance reasonably acceptable to Aon. You further agree that should any independent auditor be deemed by Aon to be a competitor of Aon, the Parties shall agree to the review and audit procedures prior to such review and audit.
- 21.4. Upon reasonable notice, any relevant government or regulatory agency may inspect and take copies of books and records as they relate to the Services contemplated in this Agreement to the extent that the relevant government or regulatory agency has a right to such books and records.

## 22. Dispute Resolution

- 22.1. The Parties must comply with this clause 22 before commencing court proceedings in relation to any dispute between the Parties arising out of or in connection with this Agreement.
- 22.2. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to the Agreement promptly by negotiation between executives who have authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this

Agreement. If these representatives are unable to resolve the dispute within thirty (30) days, the dispute shall be referred to more senior executives who will likewise meet in an attempt to resolve the matter in dispute.

- 22.3. All negotiations between the Parties conducted pursuant to the dispute resolution process described herein (and any of the Parties' submissions in contemplation hereof) will be kept confidential by the Parties and will be treated by the Parties and their respective representatives without prejudice as compromise and settlement negotiations for purposes of the applicable court rules of evidence.
- 22.4. Nothing in this clause shall prevent either Party from seeking urgent interlocutory relief.

## 23. Claims and loss management

- 23.1. For claims arising under contracts of insurance arranged by us or managed by us with our agreement, we will provide you with claims consultancy support by our Claims Consulting specialists for up to 20 person hours for each claim (Claims Support Allocation). To the extent that any claim may require continuing specialist support in excess of the Claims Support Allocation and subject to your agreement in writing in advance, we reserve the right to seek additional Remuneration for Claims Consulting services at an hourly rate to be agreed.

## 24. Electronic Signatures

- 24.1. Where signatures are required to accept this Agreement, signatures may be provided in digital form (such as DocuSign™) or transmitted only by electronic means (such as via email confirmation, .PDF or facsimile).

## 25. General

- 25.1. This Agreement sets out the entire agreement between the Parties in relation to its subject matter.
- 25.2. This Agreement may be amended from time to time by agreement in writing by the Parties.
- 25.3. If any part of this Agreement is or becomes invalid, unlawful or unenforceable, it will be read down or interpreted and enforced to the extent permissible or if this is not possible, it will be severed and the remainder of the Agreement will remain unaffected.
- 25.4. New South Wales law governs this Agreement and the courts of New South Wales have exclusive jurisdiction.

## About Aon

Aon Risk Services Australia Limited is a leading provider of insurance and risk services. It is part of the Aon Group, which is a global leader in the design and provision of insurance, reinsurance, risk and employee benefit services. We hold an Australian Financial Services Licence. If you have any questions about our services or anything in this document, please contact your Aon Client Relationship Manager or your local Aon office or Aon Australia's head office in Sydney (02 9253 7000).

Published by Aon Risk Services Australia Limited  
Level 33, 201 Kent Street, Sydney, 2000  
ABN 17 000 434 720, Australian Financial Services  
Licence no. 241141  
Phone (02) 9253 7000 or toll free 1300 659 266

Release date: February 2024

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The Aon Privacy  
Notice

# The Aon Privacy Notice

The Aon Group of companies has always valued the privacy of personal information. When Aon collect, use, disclose or handle personal information, Aon will be bound by the *Privacy Act 1988* (Cth) (the 'Act').

## Why do we collect your personal information?

Aon collects personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in. These include insurance broking and claims management, risk management consulting, and other forms of insurance services (including underwriting of insurance products and reinsurance), employee benefits, premium financing and investment advisory services. Aon may also collect personal information for the purpose of conducting analytics processes, to be able to develop and identify products and services that may interest you, to conduct market or customer satisfaction research or to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of our respective products and services.

Aon may collect information about you because we are required or authorised by law to collect it. There are laws and regulations that affect the provision of our many services and products (as more fully described in the [Aon Australia Group Privacy Statement](#) ('Aon Privacy Statement')) and require us to collect certain personal information. These laws may include the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Corporations Act 2001* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Insurance Contracts Act 1984* (Cth).

## How do we collect your personal information?

Aon will generally collect information directly from you, your employer or your agents, unless impracticable or unreasonable to do so. We may collect it from third parties such as employers, our affiliates, claims administrators, insurance companies, insurance brokers or agents, credit organisations, motor vehicle and driver licensing authorities, financial institutions, medical professionals, third parties who may be arranging insurance cover for a group that you are a part of, law enforcement, dispute resolution, statutory

and regulatory bodies, marketing lists and industry databases, publicly available sources, etc.

We may also collect personal information from you through the use of cookies when you visit our websites. Cookies are commonly used to make websites work more efficiently, to enrich the user experience, and to serve advertisements based on past visits to the website. Aon makes use of them for those purposes. To prevent these activities, you need to adjust the settings on your browser to refuse all cookies.

Upon your request, we will take reasonable steps to let you know how we have sourced your personal information, unless it is obvious from the circumstances that you would know or would reasonably expect us to have the information (such as where we are dealing with your advisers).

When you give Aon personal information about other individuals, we rely on you to make them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and those third parties will use it for, and how they can access it. If it is sensitive information, we

rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

### **What can happen if you don't provide us with your information?**

If you do not provide the information we request, we or those involved with the provision of the service or product may not be able to provide the appropriate type or level of service or product.

### **To whom can we disclose your personal information?**

Aon discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our clients or to enable them to offer their products and services to you. For instance, we disclose personal information to the relevant product provider and their representatives, our agents and contractors and related companies. We may also disclose your personal information to other parts of the Aon Group, both in Australia and overseas, for other purposes, such as analytics.

Where we arrange premium funding to help spread the cost of your insurance premiums over the year, Aon discloses personal information to the premium funder. Disclosure may also be made to any government, law enforcement, dispute resolution, statutory or regulatory bodies in any country, or as required by a country's laws. In addition to our affiliates, we may disclose personal information to third parties such as contractors, agents, suppliers and service providers.

These affiliates, members of the Aon Group and third parties may be based locally, or they may be overseas, including but not limited to the United States of America, the United Kingdom, Ireland, India, Singapore and the Philippines. In circumstances where your

personal information is disclosed overseas, Aon will generally take reasonable steps to ensure that we have arrangements in place with such parties that prevent them from using or disclosing personal information for any purposes other than our own. However, by providing your personal information to Aon, you acknowledge that we may not always be able to guarantee that overseas parties are subject to requirements similar to those contained in the Privacy Act and consent to the disclosure on that basis.

If you would like further information about whether your information will be disclosed to overseas recipients, please contact the Privacy Officer at [privacyofficer@aon.com](mailto:privacyofficer@aon.com).

### **How can I access and correct my personal information or resolve my privacy issues?**

You have the right to access or correct your personal information that is being held Aon. If you wish to seek access to or correct the personal information we collected or disclosed about you, please telephone or email your Aon representative. The [Aon Privacy Statement](#) contains details about how to make a complaint about a breach of the Act and how we deal with complaints.

For more information on your data subject rights please refer to the [Aon Privacy Statement](#). If you would like a copy of the [Aon Privacy Statement](#), please telephone or email your Aon representative to request a copy, or access this at our website's [privacy section](#).

You can choose not to receive product and service offerings from us (including product or service offerings from us on behalf of our affiliates and business partners) or related bodies, by contacting our Privacy Officer at [privacyofficer@aon.com](mailto:privacyofficer@aon.com) or your Aon representative.

### **Our contact information**

The location of our Australian head office is:  
Address: Level 33, 201 Kent Street, Sydney NSW 2000  
Switchboard: +61 2 9253 7000

This Notice is effective September 2023

# 3

The Additional  
Provisions Regarding  
Programs Placed by  
The Global Broking  
Centre London  
("GBCL")

# The Additional Provisions Regarding Programs Placed by The Global Broking Centre London (“GBCL”)

These terms together with any additional documentation which Aon may provide to You in connection with the GBCL, during the provision of Our Services, set out the basis of Your relationship with the GBCL. These terms are effective 1 February 2023.

## 1. Role of GBCL

The GBCL operates as a wholesale insurance broker which means that We take instructions from and provide Our opinion and recommendations to the Aon office who You have contracted with (“**Local Aon Office**”) who will in turn communicate with you. **Any activities which can only be undertaken by an authorized or regulated entity in Your jurisdiction will be performed by Your Local Aon Office.** If You have any questions about Your insurances or these requirements, you should discuss them with Your usual Local Aon Office contact.

## 2. Regulated Status

2.1. Depending on the jurisdiction in which You are resident or established, placement(s) may be affected by the GBCL comprised in Aon UK

Limited (“**Aon UK**”) or Aon Belgium B.V. (acting through its UK branch) (“**Aon Belgium**”) on behalf of Your Local Aon Office.

- 2.2. Aon UK Limited is a company incorporated in England and Wales (registered number 0210725) and has its registered office at The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AN.
- 2.3. Aon UK Limited is authorised and regulated by the UK’s Financial Conduct Authority (“**FCA**”). Aon UK Limited’s Financial Services Register number is 310451. You can check this, together with Aon UK Limited’s permissions to provide certain regulated products and services, on the Financial Services Register by visiting the FCA’s website <https://register.fca.org.uk/> or by contacting the FCA on +44 (0) 800 111 6768.
- 2.4. Aon Belgium B.V. is a company incorporated in Belgium in the form of a limited liability company (société privée à responsabilité limitée/besloten vennootschap met beperkte aansprakelijkheid), with its registered office at Telecomlaan 5-7,

1831 Diegem, Belgium and registered with the Crossroads Bank of Enterprises under number 0426.531.863 (Commercial court of Brussels, Dutch-speaking division). Aon Belgium B.V. is registered in the UK with Companies House as an overseas company under company number FC035883.

- 2.5. Aon Belgium B.V. is authorised and regulated in Belgium as an insurance intermediary by the Belgian Financial Services and Markets Authority (“**FSMA**”) under number 013982. You can check this on the Insurance Intermediaries Register by visiting the FSMA’s website <https://www.fsma.be/nl/verzekeringstussenpersoon>.
- 2.6. Aon Belgium B.V. and its UK Branch is authorised and regulated by the UK’s Financial Conduct Authority. Aon Belgium’s Financial Services Register number is 972556. If You have any questions in relation to the UK Branch You can contact: Head of Branch Operations, Aon Belgium B.V. (UK Branch), The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AN.



### 3. Your Duty to Make a Fair Presentation

- 3.1. Where Your insurance policy arranged by the GBCL is governed by the laws of England and Wales, Scotland or Northern Ireland, Your disclosure obligations are summarized below.
- 3.2. By statute, You are legally required to make a fair presentation of the risk that You are seeking to insure to the insurer. To make a fair presentation of the risk You must disclose all Material Information (described below) that You know or ought to know or failing that provide disclosure which gives the insurer sufficient information to put a prudent insurer on notice that it needs to make further inquiries. You should keep in mind that this is not meant to result in a two-stage process where You provide insurers with little information and they ask all the questions. In addition, You must make the disclosure in a manner which would be reasonably clear and accessible to a prudent insurer. Every material representation as to a matter of fact must be substantially correct and every material representation as to a matter of expectation or belief must be in good faith.
- 3.3. “**Material Information**” means any circumstance or representation which is material in that it would influence the judgment of a prudent insurer in determining whether to take the risk and, if so, on what terms. If You are in doubt as to whether information might be relevant to an insurer’s determination, We would advise that You disclose it.
- 3.4. You will be deemed to know all Material Information that is known to Your senior management or those responsible for arranging Your insurance, and which should reasonably have been revealed by a reasonable search. Your

search will need to include information which is held by other persons (for example, Your insurance broker), and Your agents. You agree that We are not required to provide You or insurers with any information that We have received (i) from anyone other than You or those acting on Your behalf or (ii) otherwise than directly in connection with the particular contract of insurance We are placing for you. Any Losses You suffer as a result of any related non-disclosure or misrepresentation will be Your responsibility.

- 3.5. Failure to disclose all Material Information or misrepresenting circumstances could result in the terms of Your insurance contract being rendered void (so that claim(s) are not paid and there is no cover), terms being amended or insurers reducing any claim(s) paid in proportion to the increased premium that would have been charged had the true position been known. Insurers may also have a right to recover all or part of any claim payments made.
- 3.6. The disclosure obligations outlined above will arise before the policy is entered into. Therefore, if You become aware that information that You have supplied prior to confirmation of Your insurance cover was incorrect or incomplete, You should tell Your usual Local Aon Office contact immediately. Representations may be withdrawn or corrected before the policy is entered into.
- 3.7. The disclosure obligations outlined above also arise after the policy is entered into as the duty to make a fair presentation is re-imposed when there are changes or variations in cover, when the insurance contract is renewed or extended and when You make a claim. In addition, changes which relate to compliance with a warranty or condition in the insurance contract must be

notified at once. Some insurance contracts also contain an express obligation to notify any change in risk. You need to ensure that You are familiar with the terms of Your policy and have taken any advice You require to understand the implications.

- 3.8. If the policies are written under the laws of other jurisdictions, other requirements may apply under applicable law.

### 4. Safeguarding Your Money

- 4.1. Where Aon Belgium acts on Your behalf it works based on a “**Risk Transfer**”. This means that premium received from You by Aon Belgium is deemed to have been received by the insurer. In such circumstances, premiums Aon Belgium receives are held as insurer money (“**Insurer Money**”) in a designated account. Conversely, claims payments and/or premium refunds will only be treated as having been received by You when they are actually paid to You.
- 4.2. Where Aon UK acts on Your behalf it shall hold premiums due to insurers, any claims payments and/or premium refunds due to You as client money (“**Client Money**”). During the provision of the Services to You, Aon UK and any of its Appointed Representatives (as defined in law and the FCA rules) will deposit all payments received in respect of Client Money in a bank account governed by a trust deed, which is a Non-Statutory Trust (NST), that complies with FCA rules (“**Trust Account**”). The FCA rules seek to protect clients against any inability of an insurance broker to transfer premiums to an insurer or to transfer claims payments and/or premium refunds to the client. Client Money subject to Scottish Law will be held by Us acting as Your agent. The fact that We hold money on trust also gives rise to fiduciary duties which

will be owed to You until the money reaches the insurer or the duty is otherwise validly discharged.

- 4.3. In some instances, the insurer may also grant Aon UK “**Risk Transfer**”. Aon UK may then co-mingle Insurer Money with Client Money under the terms of the same trust deed when permitted by the FCA to do so.
- 4.4. Where Aon UK acts on Your behalf in respect of activities other than insurance distribution activities that are regulated by the FCA it may not be permitted by the FCA to hold Client Money in the same Trust Account as it uses for regulated activities. In this case Aon UK will hold Client Money in segregated bank account(s) established solely for this purpose.
- 4.5. The terms of the Trust Account(s) permit Aon UK to use the money held in connection with insurance distribution activities in the Trust Account (“**Trust Monies**”) on behalf of one client to pay another client’s premium before the premium is received from that client and to make claims payments and/or premium refunds to another client before Aon UK receives payment from the insurer. However, Aon UK is not permitted to use Client Money for any other purpose.
- 4.6. In the normal course of business and within the standard terms of its Trust Accounts arrangements, Aon UK retains the right to place part of the Trust Monies into a restricted range of investments which include deposit accounts and money market funds. However, under the terms of the Trust Accounts Aon UK remains liable for meeting any trust fund shortfalls that may arise as a result. In accordance with market practice, Aon UK retains all interest and earnings received on Trust Monies.

- 4.7. Aon UK will pay premiums directly to insurers and receive premium refunds and/or claim payments directly from insurers or their representatives except where We have engaged the services of another intermediary or settlement agent in which case settlements may then be transferred between Aon UK and the other intermediary or settlement agent. Should such an intermediary or settlement agent be located outside of the United Kingdom, payments will be made to and from their jurisdiction and will be subject to a legal and regulatory regime different from that of the United Kingdom. In the event of a failure of the intermediary or settlement agent, the Client Money may be treated differently from the treatment which would have applied if it were held by an intermediary in the United Kingdom. You may notify Us if You do not wish Your money to be passed to a person in a particular jurisdiction and We will consider making a payment to an alternative jurisdiction.
- 4.8. Aon UK may deposit Client Money in a client bank account outside the United Kingdom, unless You notify Us that You do not wish Your money to be held in a particular jurisdiction. In such circumstances, the legal and regulatory regime applying to the approved bank will be different from that of the United Kingdom and, in the event of a failure of the bank, Your money may be treated in a different manner from that which would apply if the money were held by a bank in the United Kingdom.
- 4.9. Please note that fees and/or brokerage, where / if due, will normally be deducted by Us on receipt of premium.
- 4.10. We believe the above arrangements provide You with significant and effective protection for Client Money. Your agreement to all aspects

of these arrangements will be assumed unless an objection is registered with Us or, where applicable, Our appointed representative prior to Your first remittance being received by Us.

## 5. Market Abuse Regulation

You agree to inform Your usual Local Aon Office contact immediately in writing if (i) any confidential information which You provide to Us, or intend to provide to Us, constitutes “inside information” (within the meaning of Article 7 of Regulation (EU) No. 596/2014 on market abuse (“**MAR**”)) (“**Inside Information**”); and (ii) any Inside Information previously disclosed to Us ceases to be Inside Information. You agree to clearly identify to Us in writing which specific parts of the confidential information constitute, have become or ceased to be Inside Information. In the event that You require Us to maintain an “insider list” (within the meaning of Article 18 of MAR) of individuals who have access to such Inside Information, You agree to notify Us in writing prior to, or upon, providing such Inside Information. In the event that You do not notify Us that the Confidential Information You have provided Us with constitutes Inside Information or that You require Us to draw up and maintain an insider list, We will have no obligation to draw up or maintain such list. For the avoidance of doubt, We shall not be required to draw up or maintain insider lists in respect of third parties.

## 6. The GBCL’s Approach to Marketing Your Risks

- 6.1. We will always seek to negotiate competitive terms in line with Your instructions provided via Your Local Aon Office and use our judgment and experience to evaluate effective placement methods or combinations of methods to meet these requirements.

- 6.2. In certain instances, We may only approach one insurer to provide a lead quotation (or full quotation where the insurer is able to underwrite alone the terms, conditions and limit required). Where this is the case, We will advise of the reason why We have taken this approach. Otherwise, We will approach multiple insurers to provide either lead quotations or single market solutions. Typically, this will be a limited number of insurers for the class of business; however, We will advise Your Local Aon Office when We have approached an appropriate number of insurers to reflect a fair analysis of the market. A list of insurers considered and/or approached to provide quotations will be available upon request from Your Local Aon Office.
- 6.3. You agree and acknowledge that You are responsible for the decisions made regarding the insurer(s) selected for Your insurance placement. The GBCL does not guarantee or warrant the availability of an insurance contract or the financial security, solvency or performance of any insurer. You acknowledge and agree that We are not the insurer.
- 7. The GBCL's Use of Market Facilities**
- 7.1. Where appropriate the GBCL may utilize market facilities in the placement of Your risk(s). Market facilities enable the efficient placement and servicing of risks fitting a prescribed profile that, in the open market, may otherwise be difficult to place or could attract higher premiums or reduced coverage.
- 7.2. These facilities may be underwritten by one or more insurers and may be used alone or in conjunction with single or subscription markets to deliver capacity for larger risk exposures.
- 7.3. A number of these facilities include delegated authorities that give Aon Underwriting Managers ("AUM") and/or One Underwriting B.V. ("One Underwriting") underwriting authority to act as a Managing General Agent ("MGA") on behalf of insurers. AUM delegated authorities may also be branded as 'Maven'. Access to these market facilities is an exclusive benefit to clients of the GBCL and is not available through alternative brokers or intermediaries.
- 7.4. This may include arrangements where a pre-agreed percentage of the risk can be bound at the qualifying lead insurer's price, terms, conditions and limits. The GBCL currently has such arrangements with various Lloyds syndicates and Lloyds Insurance Company S.A. under the Aon Client Treaty ("ACT") where risks are bound and administered by AUM and/or One Underwriting as MGA on behalf of the subscribing insurers. The identity of all participating insurers for ACT is available on request.
- 7.5. Details will be provided by Your Local Aon Office if a market facility has been used for Your insurance placement or where GBCL has placed any participation via an arrangement where AUM, One Underwriting or another Aon affiliate is acting as an MGA on behalf of an insurer (in either case, this will be clearly identified within the Security Details of the placement documentation). The GBCL shall be the **exclusive broker** of risks underwritten under such facilities for the duration of the relevant policy(ies) even if You terminate Our broker appointment mid-term. This will not apply if You cancel the policy(ies).
- 7.6. In the operation of market facilities functions that insurers would normally perform are transferred to an Aon affiliate, (which may include GBCL, AUM, Aon Underwriting or other Aon affiliate) and the insurers pay the relevant Aon affiliate certain management service fees and work transfer fees for carrying out these functions on their behalf. This is in addition to any commission earned by Us and may include profit or contingent commission.
- 7.7. Facultative reinsurance may be arranged by Aon for insurers who have provided quotes on your insurance placements. Any such facultative reinsurance placed will be under a separate arrangement between the reinsured, reinsurers and us. (Re)Insurers may independently remunerate Us for these services.
- 7.8. We may also carry out certain aspects of the administration associated with Your placement on behalf of, or for the benefit of, open market insurers. We may receive additional Remuneration for this activity from the insurers.
- 7.9. We are committed to transparency in Our relationship. You have the right to request details in respect of any additional Remuneration earned by Us in connection with Your insurance placement. Please contact Your usual Local Aon Office contact.
- 7.10. With respect to services provided by Aon Belgium, You can consult Aon Belgium's placement policy on: <http://www.aon.com/belgium/du/attachments/2015/AssurMiFID-legislation-EN.pdf>.



## Contact Us

Phone (02) 9253 7000 or toll free 1300 659 266

## About

Aon Risk Services Australia Limited is a leading provider of insurance and risk services. It is part of the Aon Group, which is a global leader in the design and provision of insurance, reinsurance, risk and employee benefit services. We hold an Australian Financial Services Licence. If you have any questions about our services or anything in this document, please contact your Aon Client Relationship Manager or your local Aon office or Aon Australia's head office in Sydney (02 9253 7000).

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Level 33, 201 Kent Street, Sydney, 2000  
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