



# Terms of Business Agreement

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## Terms of Business Agreement

### 1. Scope and Application

- 1.1. These terms of business (“**Terms**”), together with any other terms agreed in writing with you, govern our appointment as your insurance intermediary.
- 1.2. In these Terms unless the context requires otherwise:
  - “**Additional Services**” means the services provided under these Terms in accordance with clauses 3.6 and/or 3.7;
  - “**Affiliate**” means, with respect to a party, an entity that is Controlled by, Controlling or in the common Control with that party, where “Control” means the power to direct or cause the direction of the management of policies of an entity, whether through the ownership of voting shares, by contract or otherwise;
  - “**Aon**”, “**we**”, “**us**” and “**our**” means Aon UK Limited;
  - “**Beneficiaries**” means all of your Affiliates and agents and/or natural persons (including employees) that are beneficiaries or recipients of the Services provided under these Terms by us and/or our Affiliates;
  - “**FCA**” means Financial Conduct Authority;
  - “**Representatives**” means all or any of our Affiliates, our employees or agents and our Affiliates’ employees or agents;
  - “**Services**” means the services described in clause 3.1 and any Additional Services; and
  - “**you**” and “**your**” means you or your company;
- 1.3. Each party warrants that it has authority to enter into these Terms on its own behalf and, where applicable, on behalf of its Affiliates and Beneficiaries.
- 1.4. These Terms apply to the Services provided by us/our Affiliates to you/your Beneficiaries, including any Services provided by us in connection with insurance contracts placed on your or their behalf before these Terms came into force (where there were no other terms in place).
- 1.5. We, regularly update our Terms to comply with legal, regulatory, business and market practices. For that reason, upon these Terms coming into force, they shall replace and supersede any previous terms issued to you by us with immediate effect from the date of issue. If we issue further new terms to you, such new terms shall similarly replace and supersede these Terms.
- 1.6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time (including any update that may be a consequence of the United Kingdom leaving the European Union).
- 1.7. We draw your particular attention to the following sections:
  - Our Services;
  - Remuneration;
  - Your Responsibilities;
  - Confidentiality of Information and Use of Non-personal data; and
  - Data Protection and Electronic Processing.
- 1.8. You should connect with your usual contact, immediately on receipt of these Terms, if there is anything in them that you do not understand or with which you disagree. Your continuing business relations with us (including, but not limited to, any instruction in respect of the

Services) will be deemed to constitute your agreement to be bound by the provisions of these Terms.

- 1.9. During the course of our engagement, we will take day-to-day instructions from any of your Representatives who appear to us to be involved on your behalf in any of the Services which relate to these Terms. Unless you notify us in writing to the contrary, we will assume that such persons are authorised to act on your behalf.
- 1.10. All information that you provide to us in relation to our provision of the Services shall be provided to Commercial Risk Solutions (the “**Client Team**”). Unless you expressly instruct us to do so in writing, the Client Team is not obliged to share any such information with any other Aon business unit nor shall the Client Team have any obligation to seek or obtain information from another Aon business unit for the purposes of the provision of the Services, and the Client Team’s knowledge of such information shall not be imputed to any other Aon business unit nor shall any other Aon business unit’s knowledge be imputed to the Client Team.

## 2. Regulatory Status

- 2.1. We are a company incorporated in England and Wales (registered number 0210725) and have our registered office at The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AN.
- 2.2. Aon is authorised and regulated by the UK’s Financial Conduct Authority. Aon UK Limited’s Financial Services Register number is 310451. You can check this, together with Aon’s permissions to provide certain regulated products and services, on the Financial Services Register by visiting the Financial Conduct Authority’s website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

## 3. Our Services

- 3.1. We will act as your insurance intermediary with respect to the placement of insurance in accordance with your instructions (the “**Services**”). Where our Services include claims services, they will be subject to these Terms unless otherwise agreed between us.
- 3.2. You are responsible for the decisions made regarding the insurer(s) selected for your insurance placement. We do not guarantee or warrant the availability of an insurance contract or the financial security, solvency or performance of any insurer and we will not be responsible in the event that they are unable to meet their obligations to you. You acknowledge and agree that we are not an insurer.
- 3.3. Where relevant, and to the extent that we remain appointed by you, prior to the end of the insurance contract period, we will advise you if the incumbent insurer has offered to renew your insurance and the terms of such renewal. We will also notify you if either the insurer is not willing to renew your insurance or we no longer arrange such insurance with that insurer.
- 3.4. We agree to communicate with each other in English. Insurance contractual terms and conditions and all other documentation shall be provided in English.
- 3.5. You may also instruct us to provide you/your Beneficiaries with services to assist you with risk management (“**Risk Management Services**”) such as analytics, consultancy services or insurance market updates. We reserve the right to charge an additional fee and/or brokerage for such Risk Management Services and/or enter into a separate agreement in respect of such Risk Management Services.
- 3.6. You may also request for you/your Beneficiaries to be provided with cybersecurity services (“**Cybersecurity Services**” and, together with the Risk Management Services and any other activities not described in clause 3.1, the “**Additional Services**”) such as digital forensics, incident response, investigations, and eDiscovery. Such Additional Services may be provided by an Affiliate and you may be required to enter into a separate agreement and be charged a separate fee in respect of such Additional Services.

- 3.7. Where we agree to provide you with any Additional Services without a separate agreement, we will do so subject to these Terms until such time as (1) Aon's engagement as your insurance intermediary is terminated; or (2) if you have agreed to remunerate us separately for such Additional Services, you fail to pay any fee, brokerage or disbursement within 30 days of it becoming due.

## 4. Remuneration

- 4.1. In return for us providing the Services, we will be entitled to be paid a fee and/or brokerage. You will receive a quotation which will inform you of any fees relating to a particular insurance contract. Subject to any regulatory requirements placed on us, brokerage and fees are earned in full at the time of the placement of the relevant insurance contract and we will be entitled to all fees and brokerage in respect of the full insurance contract period (even if you later terminate the insurance contract and/or our appointment and/or these Terms). We reserve the right to be paid on a pro rata basis for Services provided prior to placement, on our prevailing hourly rate.
- 4.2. If the Services includes fees and/or brokerage payable over a term greater than 1 year ("**Long Term Arrangement**") these fees and/or brokerage are conditional on there being, during the term of the Long Term Arrangement:
- 4.2.1. no material change to your business profile, including but not limited to:  
acquisitions resulting in a material increase in the annual turnover; changes to the business activities; changes to the insurances required (e.g. new classes of insurance business);
- 4.2.2. no material change to the Services;
- 4.3. In the event of a material change set out in 4.2.1 and 4.2.2 we reserve the right to make such reasonable adjustment to the fees under the Long Term Arrangement so as to take account of the change.
- 4.4. If we agree to provide you with claims services, we reserve the right charge an additional fee for such services and/or enter into a separate agreement in respect of such claims services as set out in clause 3.1.
- 4.5. We are committed to transparency in our relationship with you. In addition to fees and/or brokerage, we may carry out some of the administration associated with your insurance on behalf of, or for the benefit of, insurers and may receive additional remuneration from the insurers for this activity. **You have the right to request details of any such remuneration.**
- 4.6. If you were introduced to us by a third party (such third party being an "**Introducer**"), we may pay such Introducer a fee for the introduction. **You have the right to request details of any such remuneration.**
- 4.7. We may also act as a reinsurance intermediary to insurers with whom we have placed your insurance and your insurers or their re/insurers may also remunerate us. **Please feel free to contact us if you wish to know more.** Any such remuneration is earned in full at the time of the placement of the relevant insurance contract (even if you later terminate the insurance contract and/or our appointment and/or these Terms).
- 4.8. Each invoice issued by us in respect of the Services shall be paid within 30 days of the invoice being rendered, unless otherwise agreed between us.
- 4.9. If any payments to be made under these Terms cannot lawfully be made in the currency specified this shall not in any way release you from these payment obligations and we shall be entitled to elect that you make payments in the equivalent value in GB pounds or such other currency agreed by us.
- 4.10. We may set off our/our Affiliates' liability to you/your Affiliates against any liability of you/your Beneficiaries to us/our Affiliates.

## 5. Your Responsibilities

### 5.1. You agree:

- 5.1.1. to pay our fee (if any) in accordance with these Terms and our correspondence and your policy documentation. Brokerage will normally be deducted by us on receipt of premium;
- 5.1.2. to pay all premiums and other charges in the timeframe specified on the debit note or within 30 days if no timeframe is specified. Failure to pay premium on time may lead to the cancellation and/or avoidance of your contract of insurance;
- 5.1.3. that we will not be obligated to make any payment of premium on your behalf where we have not received cleared funds from you. If we make a payment on your behalf prior to receiving the relevant funds from you, you will immediately reimburse us by an equivalent amount on our request. If such sums are not paid, we shall be entitled to recover such amount by means of set-off in accordance with clause 4.10;
- 5.1.4. and acknowledge that if you fail to comply with any premium payment warranty or condition, the insurer may have the right to refuse to pay any claims in respect of losses that occur before the premium payment warranty or condition has been complied with. Please contact us immediately if you may not be, or are not, able to comply with a premium payment warranty or condition;
- 5.1.5. that we shall provide the Services in reliance on the information and data provided by or on your behalf. You agree to provide accurate, complete and timely information to enable us to fulfil our obligations under these Terms including assisting you in making a fair presentation of the risk to prospective insurers. Further information in respect of this duty is set out in clause 6 below. Any answers or statements given on a proposal or claim form or otherwise are your responsibility and should therefore be checked carefully by you. We are under no obligation to investigate or verify the accuracy or completeness of any information or data provided by you and we shall have no liability for any errors or deficiencies arising out of or based on the same;
- 5.1.6. to review carefully any documentation supplied by us (for example policy notes, cover notes or evidence of cover) and advise us immediately on receipt if any such documentation does not appear to be in accordance with your instructions or requirements. If you do not, we shall be entitled to assume that the documents we provided to you meet your instructions and/or requirements;
- 5.1.7. to notify us or your insurer in writing promptly of any subsequent amendments that you require to the terms of the insurance contract. We refer to clause 6.2 concerning the impact of any amendments to the insurance on your duty to make a fair presentation;
- 5.1.8. to notify us or your insurer in writing promptly of all claims in accordance with the terms of the insurance contracts placed by us pursuant to these Terms. Any failure to do so may lead to your claim not being paid. No admission of liability should be made to a third party without your insurer's prior written approval; and
- 5.1.9. acknowledge that there may be a period within which you must submit a claim to your insurer or pursue your insurer for payment of any claims. You agree that you will monitor any such periods and take legal advice when required. You also acknowledge and agree that we are not responsible for advising you on limitation periods.

## 6. Your Duty to Make a Fair Presentation

- 6.1. Where your policy is governed by the laws of England and Wales, Scotland or Northern Ireland, your disclosure obligations are summarised below. It is your responsibility to understand them.
- 6.1.1. By statute, you are 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 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 enquiries. You should keep in mind that this is not meant to result in a two-stage process where you provide insurers with a 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 made in good faith.
- 6.1.2. 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 such as your agents (for example, your insurance intermediary, Aon). As set out in clause 1.10, we are not required to provide you or insurers with any information that we have received (i) from anyone other than you or your representatives and (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.
- 6.1.3. Failure to disclose all Material Information or misrepresenting circumstances could result in the terms of your insurance contract being rendered void (so that claims 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.
- 6.2. The disclosure obligations outlined above will arise:
- 6.2.1. **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 Aon immediately. Representations may be withdrawn or corrected before the policy is entered into; and
- 6.2.2. **After the policy is entered into.** 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.
- 6.3. For the purposes of this paragraph clause 7 (Your Duty to Make a Fair Presentation):
- “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.

## 7. Confidentiality of Information and Use of Non-personal data

- 7.1. “**Confidential Information**” is any information provided by one party to these Terms (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) which is non-public, confidential or proprietary in nature.
- 7.2. Except as set out below, the Receiving Party agrees to keep all Confidential Information received from the Disclosing Party confidential and to take appropriate measures to protect the privacy and confidentiality of Confidential Information as well as comply with all applicable laws and regulations.
- 7.3. This obligation of confidentiality will not apply to the extent that:
  - 7.3.1. the Disclosing Party has given prior approval to disclose;
  - 7.3.2. disclosure is required to satisfy legal obligations or regulatory requirements, or the requirements of the Receiving Party’s auditors or professional advisors;
  - 7.3.3. disclosure is normal broking industry practice or required for the purpose of providing the Services (for example to insurers or prospective insurers);
  - 7.3.4. we have assigned, sub-contracted or outsourced any of the Services and it is necessary for us to disclose to our assignee, sub-contractor or outsource provider, provided that such persons agree to respect the confidentiality of your Confidential Information;
  - 7.3.5. Confidential Information is, or becomes, available in the public domain without breach of these Terms;
  - 7.3.6. Confidential Information is independently developed by the Receiving Party;
  - 7.3.7. Confidential Information is rightfully in the Receiving Party’s possession other than as a result of a breach of any obligation of confidentiality of which the Receiving Party is aware; or
  - 7.3.8. 3 years have passed since the date we ceased to provide the Services to you/your Beneficiaries.
- 7.4. We gather information (which is not personal data) about our clients and their actual and prospective insurance placements, including but not limited to company names, industry codes, policy types, premium and policy expiration dates as well as information about the insurance companies that provide coverage or compete for insurance placements and their insurance offerings.
- 7.5. This information is maintained in one or more databases, including our Global Risk Insight Platform (“**GRIP**”), developed by us to help insurers strengthen their value proposition to clients and with a focus on creating distinctive value for clients. In addition to being used for the benefit of our clients, these databases may be accessed by our Affiliates for other purposes, including providing consulting and other services to insurance companies (whether as part of GRIP or otherwise) for which our Affiliates may earn compensation.
- 7.6. You agree to inform us immediately in writing if (i) any Confidential Information which you provide to us, or intend to provide to us, constitutes or becomes “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 have 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.

## 8. Data Protection and Electronic Processing

- 8.1. To the extent that any personal data is processed by the parties pursuant to these Terms, each Party will observe all applicable requirements of DP Laws and the terms of the data protection schedule ("**Data Protection Schedule**") to these Terms shall apply.

## 9. Ownership and Intellectual Property

- 9.1. During the term of our appointment we and our Affiliates may provide or produce reports, data, information, materials, software and other goods in connection with the provision of the Services (collectively "**Deliverables**").
- 9.2. We, or relevant our Affiliates (as applicable), own all intellectual property rights in all Deliverables, and in all systems, techniques, methodologies, ideas, concepts, information and know-how developed during our appointment (collectively "**Aon Know-How**"). No right or licence is granted to you in relation to Aon Know-How. We and our Affiliates may develop or use Aon Know-How for other clients.
- 9.3. Deliverables are provided solely for your use and are intended only for the specific purpose for which they are provided. Deliverables may not be disclosed by you or used or relied upon for any other purpose and may not be copied, given or made available to any third party without our prior written consent.

## 10. International Trade Restrictions

- 10.1. We and our Affiliates maintain a strict global policy regarding compliance with International Trade Restrictions (the "**TR Policy**") including, in the United States, those administered by the Office of Foreign Asset Control ("**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.
- 10.2. In summary, the TR Policy takes into consideration applicable laws which may expose us 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.
- 10.3. 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 the risk you have (re)insured or are proposing to (re)insure through us, involves a Restricted Territory or any other relevant trade restrictions, you should tell us 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 have been asked to carry out (or have 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 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 service any other aspects of the account that do not contravene the TR Policy.
- 10.4. We will not incur any liability whatsoever to you in the event we rely upon this clause.

## 11. Anti-Bribery and Corruption

- 11.1. Each party undertakes:
- 11.1.1. to maintain appropriate policies, procedures and internal controls designed to ensure that no acts of bribery or corruption in breach of any anti-bribery and corruption laws applicable to either party, in relation to the Services, shall take place anywhere in the world;
  - 11.1.2. not to do, or omit to do, any act that will cause or lead the other party to breach any anti-bribery and corruption laws applicable to it; and
  - 11.1.3. to keep proper and accurate books and records reflecting any and all payments made and expenses incurred in connection with the performance of the Services.

## 12. Taxes

- 12.1. We will endeavour to identify all relevant premium taxes and other parafiscal charges attaching to insurance contracts that we place, based solely on our knowledge and experience as insurance intermediaries. However, you or your insurer(s) are responsible for accounting for these taxes. We are not responsible for accounting for any premium taxes or parafiscal charges on behalf of you or the insurer(s) unless there is a legal requirement for us to do so and this has been agreed in writing in advance with you or the insurer(s) as appropriate. We recommend that you obtain specialist advice from your own tax advisors as regards the calculation and payment of premium taxes and parafiscal charges on insurance contracts we place on your behalf.
- 12.2. Any fee and / or brokerage payable to us in consideration for the Services is expressed exclusive of any applicable value added tax or equivalent tax, duty, impost or levy performing a similar fiscal function.
- 12.3. You may withhold from sums otherwise due to us in respect of the Services any taxes or amounts required by applicable law to be withheld and paid to the appropriate taxing authorities, and you shall increase sums payable to us to ensure that we receive and retain a net sum equal to that which we would have received and retained were no deduction or withholding made. If we subsequently receive a tax credit which is referable to the increased payment and which enhances our position, then we will reimburse you sufficient to redress the position up to the amount received so long as by doing so it does not prejudice receipt or retention of the tax credit. You shall provide us with copies of all receipts evidencing payment to such authorities of the taxes or amounts withheld.

## 13. Termination

- 13.1. Subject to applicable law or regulation, our engagement shall terminate:
- 13.1.1. upon the expiry of one month's written notice given by either us or you to the other;
  - 13.1.2. immediately if either party becomes insolvent, including where a party is unable to pay its debts, commences negotiations in respect of a compromise arrangement with any of its creditors, any petition or order for winding up is made, or notice is given for the appointment of an administrator or administrative receiver over any of the assets or business of either party or equivalent proceedings in other jurisdictions;
  - 13.1.3. immediately, where, in relation to the Services, you are in breach, or where there are reasonable grounds to believe that you may be in breach, of applicable regulatory requirements (including local licensing requirements), rules and laws (including the UK Bribery Act 2010) ("**Requirements**"); or
  - 13.1.4. as we may otherwise agree.
- 13.2. We will be entitled to immediately:

13.2.1. terminate our engagement; or

13.2.2. wholly or partially terminate or suspend performance of the Services

where we reasonably believe that not to do so would result in Us being in breach of, or at risk of being in breach of, any of the Requirements.

13.3. With effect from termination or if you replace us as your insurance intermediary on a particular insurance program or in respect of a particular insurance product, we will not be obliged to provide the Services in respect of that program or product (including prior insurances).

13.4. We will be entitled to receive any and all fees, brokerage or other remuneration payable in relation to the Services in accordance with clause 4. Where premium is payable in instalments, all commission in respect of such instalment(s) of premium shall become due and payable on the date of termination, whether or not such instalment(s) are paid to the insurer(s).

13.5. The termination of our engagement shall not affect any provision of these Terms that expressly or by implication is intended to survive such termination.

13.6. Termination of our engagement shall be without prejudice to accrued rights and obligations.

13.7. Where there is a Long Term Arrangement between you and us, if you terminate, or cause the termination of, our engagement prior to the end of the Long Term Arrangement, any fees and/or brokerage for the remaining period of the Long Term Arrangement that have not yet been paid will become payable immediately.

## 14. Waiver

14.1. A failure at any time by either you or us to enforce any right or obligation shall not be deemed to be a continuing waiver of such right or obligation.

## 15. Assignment and Subcontracting

15.1. You may not assign your rights under these Terms without our prior written consent, which we will not unreasonably withhold or delay.

15.2. We and our Affiliates reserve the right to use agents and/or subcontract certain aspects of the Services without your prior consent. This might include IT infrastructure and support or use of electronic placement systems and the appointment of Affiliates as sub-brokers or to perform other regulated activities on our behalf. Subject to these Terms, we will be responsible to you for the acts or omissions of our subcontractors.

## 16. Entire Agreement

16.1. These Terms, and any schedules and quotation documents, constitute the entire agreement between you and us with regard to our appointment and supersede all proposals, prior discussions and representations, oral or written (including any previous terms of business agreements provided by Aon to you), between both you and us relating to the Services.

16.2. If any of our Affiliates have issued a separate insurance or other terms of business agreement in respect of the services they provide to you and/or your Affiliates, such terms shall take precedence over these Terms solely in respect of the services provided by that Affiliate under those separate terms.

## 17. Severability and Variation

17.1. If any provision of these Terms is, or becomes, or is found by a court or other competent authority to be illegal, invalid or unenforceable, in whole or in part, under any law, such term or provision or part will, to that extent, be deemed not to form part of these Terms and the legality, validity and enforceability of the remainder of these Terms will not be affected or impaired.

## 18. Third Party Rights

- 18.1. Other than the parties to whom these Terms apply (including, for the avoidance of doubt, any of your or our Affiliates and any of your Beneficiaries), as referred to under the “Scope and Application” section above, no person shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any provisions of these Terms.
- 18.2. You agree that should we receive a request for information pursuant to the Third Party (Rights Against Insurers) Act 2010 (“**TPRAI**”) we will be obliged to respond to that request and provide the requested information even if that information is confidential to you. You also accept and acknowledge that we are not obliged to confirm that you are a Relevant Person (as defined in the TPRAI) or that you are liable to the third party and that we are obliged to comply with the request regardless.

## 19. Force Majeure

- 19.1. We shall not be liable in any way for failure to perform, or delay in performing our obligations under these Terms if the failure or delay is due to causes outside our reasonable control including, but not limited to, act of God, governmental act, fire, explosion, earthquake, flood or other natural disaster, epidemic or pandemic, accident, civil commotion or industrial dispute (“**Force Majeure**”). If a Force Majeure event arises we will notify you as soon as reasonably practicable.

## 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 to 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 our 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 to agree how to continue to provide such Services.

## 21. Safeguarding Your Money

- 21.1. Where we act on your behalf we 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, we and any of our 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 intermediary 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.
- 21.2. In some instances the insurer may grant us “**Risk Transfer**”. This means that premium received from you by us is deemed to have been received by the insurer. In such circumstances, premiums we receive are held as insurer money (“**Insurer Money**”). Conversely, claims payments and/or premium refunds will only be treated as having been received by you when they are actually paid to you. We may co-mingle Insurer Money with Client Money under the terms of the same trust deed when permitted by the FCA to do so.
- 21.3. Where we act on your behalf in respect of activities other than insurance distribution activities that are regulated by the FCA we may not be permitted by the FCA to hold Client Money in the same Trust Account. as we use for regulated activities. In this case, we will hold Client Money in segregated bank account(s) established solely for this purpose.

- 21.4. The terms of the Trust Account(s) permit us 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 we receive payment from the insurer. However, we are not permitted to use Client Money for any other purpose.
- 21.5. In the normal course of business and within the standard terms of our Trust Accounts arrangements, we retain 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 we remain liable for meeting any trust fund shortfalls that may arise as a result. In accordance with market practice, we retain all interest and earnings received on Trust Monies.
- 21.6. We 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 us 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.
- 21.7. We 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.
- 21.8. 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.
- 21.9. Please note that fees and/or brokerage, where / if due, will normally be deducted by us on receipt of premium.

## 22. Money Laundering Regulations

- 22.1. You agree to provide such evidence and information of your identity and the identity of your Beneficiaries, and that of your Affiliates, representatives and agents, and other information that we may reasonably require in order to comply with our obligations under money laundering legislation and regulations.

## 23. Complaints

- 23.1. If you/your Beneficiaries are unhappy with our Services and approaching your usual Aon contact has failed to alleviate your concerns, please register your complaint with Aon's Central Complaints Team who will ensure that your complaint is referred to an appropriate person:
- Aon UK Limited, Central Complaints Team, Briarcliff House, Kingsmead, Farnborough,  
GU14 7TE  
By phone: Telephone 01252 768662  
By e-mail: [Central.Complaints@aon.co.uk](mailto:Central.Complaints@aon.co.uk)
- 23.2. If you cannot settle your complaint with us, you may be able to refer it to the Financial Ombudsman Service. Visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for further details or contact

them at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR,  
Telephone 0800 023 4567.

Alternatively, if you are based outside of the UK you can register your complaint on the Online Dispute Resolution (ODR) Platform using the link <http://ec.europa.eu/consumers/odr>

23.3 Copies of our complaint handling procedures are available on request.

## 24. Financial Services Compensation Scheme (“FSCS”)

- 24.1. We are covered by the FSCS. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business that we have conducted for you, eligibility, and the circumstances of the claim.
- 24.2. For non-compulsory classes of non-investment insurance, insurance advising and arranging (depending on the class of your insurance) are covered for 90% or 100% of the claim, without any upper limit.
- 24.3. For compulsory classes of non-investment insurance (e.g. employer’s liability insurance and third party motor insurance), insurance advising and arranging are covered for 100% of the claim, without any upper limit.
- 24.4. Further information about compensation scheme arrangements is available from the FSCS by visiting the following website: <http://fscs.org.uk/>

## 25. Governing Law and Jurisdiction

- 25.1. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the Laws of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

## Data Protection Schedule

This Data Protection Schedule ("**DP Schedule**") forms part of the Terms. To the extent that the provisions of this DP Schedule conflict with, or are inconsistent with, any provisions in the Terms pertaining to confidentiality or information security, the DP Schedule shall prevail.

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this DP Schedule and Clause 9 of the Terms the following terms shall have the following meanings:

"**Agreement Personal Data**" means any personal data (including any sensitive or special categories of data) that is transmitted, stored or otherwise processed under or in connection with the Terms;

"**Aon Group**" means the Aon group of entities worldwide, being Aon PLC, Aon's ultimate parent company, and all its subsidiaries, related/associated companies, Affiliates as well as joint ventures of such subsidiaries, related/associated companies and Affiliates;

"**Business Day**" means a day except Saturdays and Sundays and public holidays applicable in the contracting parties' jurisdiction;

"**DP Laws**" means any applicable data protection and privacy laws relating to the protection of individuals with regards to the processing of personal data including but not limited to (i) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"); (ii) the GDPR as transposed into the national laws of the United Kingdom ("**UK GDPR**"); (iii) Directive 2002/58/EC ("**ePrivacy Directive**"); and (iv) any corresponding or equivalent national laws or state laws or regulations including any amendment, supplement, update, modification to or re-enactment of such laws;

"**Parties**" means us and you and "Party" shall be interpreted accordingly.

"**SCCs**" means (i) the standard contractual clauses set out in Commission Implementing Decision (EU)2021/914 for the transfer of personal data to third countries pursuant to GDPR as updated, amended, replaced and superseded from time to time ("**EU SCCs**"); (ii) the standard contractual clauses for the transfer of personal data set out in European Commission Decision C(2004)5271 ("**Controller SCCs**") or any corresponding or equivalent international data transfer agreement ("**IDTA**") adopted by the supervisory authority in the United Kingdom (together the "**UK SCCs**").

The terms "**controller**", "**data subject**", "**personal data**", "**personal data breach**", "**processing**", "**processor**", "**sensitive personal data**", "**special categories of data**", "**supervisory authority**" and "**transfer**" shall have the same meanings ascribed to them under the DP Laws.

1.2 Capitalised terms not defined in Clause 1.1 shall have the meaning ascribed to them elsewhere in the Terms.

1.3 Except as modified below, the terms of the Terms shall remain in full force and effect.

### 2. DATA PROTECTION

2.1 The Parties envisage that each Party is a separate controller of personal data processed for the provision of the services applicable to the Terms ("**Agreement Personal Data**").

- 2.2 Each Party agrees for its own part that, to the extent that it processes Agreement Personal Data as a separate controller: it will observe all applicable requirements of DP Laws and the Terms in relation to its processing of Agreement Personal Data; and (ii) all Agreement Personal Data collected or sourced by it or on its behalf for processing in connection with the Terms or which is otherwise provided or made available to the other Party shall have been collected or otherwise obtained in compliance with DP Laws, and may be processed, disclosed and transferred as described in or in connection with the Terms.
- 2.3 We and our Affiliates may process, transfer and disclose personal data as described in Aon's privacy notice (further details of which are available on Aon's website at <http://www.aon.com/unitedkingdom/privacy.jsp> in particular for (i) the delivery of the services; (ii) administration of engagement and general correspondence with you; (iii) screening of individuals associated with you against international sanctioned parties lists; and (iv) aggregation, de-identification and, where feasible, full anonymisation of personal data for benchmarking, market research and data analysis purposes associated with the development of Aon Group's products and services.
- 2.4 The Parties will work together in good faith to ensure information prescribed by DP Laws is made available to relevant data subjects, including where necessary your provision of such information to data subjects on our behalf.
- 2.5 Each Party shall implement appropriate technical and organisational security measures in relation to the processing of the Agreement Personal Data under or in connection with the Terms, which shall ensure a level of security appropriate to the risk as prescribed by DP Laws including Article 32 of the GDPR.
- 2.6 Each Party will, on request and at its own expense (unless otherwise agreed), provide all assistance, information and cooperation reasonably necessary to enable the other Party to comply with DP Laws in relation to the Agreement Personal Data, in particular in relation to responding to (i) data subject requests; (ii) requests by supervisory authorities; and (iii) personal data breaches in relation to the Agreement Personal Data.
- 2.7 The Parties acknowledge that Agreement Personal Data may be transferred or otherwise processed or transferred outside the United Kingdom and the European Economic Area ("**International Transfers**"). Any International Transfers of Agreement Personal Data between the us and you shall be subject to the appropriate SCCs to the extent that such transfers would otherwise be unlawful.
- 2.8 To the extent SCCs are required they are hereby incorporated into the Terms by reference and the following shall apply. In each case, the data exporter is the Party disclosing the Agreement Personal Data and the data importer is the Party receiving the Agreement Personal Data;
- a) For the purpose of Controller SCCs: at clause 2(h) the Parties select option (iii).
  - b) For the purpose of the EU SCCs (Module 1): Clause 7 and the optional language in clause 11(a) shall not apply, the supervisory authority for the purposes of clause 13(a) shall be determined by the place of establishment of the data exporter, the governing law and choice of forum and jurisdiction stipulated in the Terms shall apply to the extent that it is the law and the courts of an EU member state otherwise it shall be those of the Republic of Ireland, and the technical and organizational security measures set out in Clause 2.5 shall apply. The frequency of the transfer shall be continuous, as necessary to deliver the services, and retention shall be determined by the corporate record retention schedules and policies of the relevant Party.
  - c) For the purposes of Annex 1 of the EU SCCs and Annex B of the Controller SCCs and/or any IDTA:
    - 1) The data subjects, shall include claimants, insured individuals and beneficiaries;



- 2) The categories of personal data (including sensitive personal data) shall include: basic personal details (e.g., name, address, date of birth, age, gender, nationality); family, lifestyle, and social circumstances; employment and professional qualifications; information on account opening forms; identification and verification data (including images of ID card or passport); financial details; information about shareholdings, where relevant to insurance coverage; insurance details (e.g., type and amount of insurance, details of claim); and medical history, where relevant to the insurance coverage of any services;
  - 3) The purposes of the transfer are as described in Clause 2.3. The nature of the processing may be set out more specifically in the Terms;
  - 4) The recipients are the recipients to whom it is necessary to disclose data to achieve the purposes described in Clause 2.3; and
  - 5) The contact points for data protection enquiries are the usual business contacts for each Party.
- 2.9 For the avoidance of doubt (and without prejudice to third party rights for data subjects under the SCCs) the Parties hereby submit to the limitations stipulated in the Terms with respect to their respective liability towards one another under the SCCs.
- 2.10 If at any time the supervisory authority in the United Kingdom approves the EU SCCs for use under the UK GDPR, the provisions of Clause 2.8(b) shall apply in place of Clause 2.8(a) and (c) in respect of transfers subject to the UK GDPR, subject to any modifications to the EU SCCs required by the UK GDPR (and subject to the governing law of the EU SCCs being English law).