1 Scope and Application

1.1 These terms of business, together with any other terms agreed in writing with you, govern your appointment as our insurance intermediary.

1.2 In these terms unless the context requires otherwise:

• "Affiliate" means any subsidiary or parent or holding company or any company in common ownership with the subsidiary of such parent or holding company.

For the purposes of this definition "subsidiary" and "holding company" shall have the meanings given to them under section 1159 of the Companies Act 2006.

• "Aon", "we", "us" and "our" means Aon UK Limited.

• "you" and "your" means you or your company.

• "Beneficiaries" means all of your Affiliates and agents and/or natural persons, including employees, that are beneficiaries or recipients of the Services.

• "Contract" means any insurance or other contract entered into by you with your insurers or policy holders.

• "Affinity" means any contract or arrangement with a third party insurer to include benefits or other terms which relate to these contracts. Unless you notify us in writing to the contrary, we will assume that such persons are authorised to act on your behalf.

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 Affinity is part of Aon.

2.3 Aon 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 the status and registration of any Aon affiliate by visiting the website of the FCA, by the number above, or any other source of official registration of the service provider.

2.4 Our permitted business includes advising customers on insurance contracts, arranging deals in insurance contracts (e.g. introducing a customer to an insurer), making arrangements with a view to transactions in insurance contracts (e.g. helping a customer to fill in a proposal form), dealing as agent in insurance contracts (e.g. entering into an insurance contract with a customer on behalf of an insurer) and assisting in the administration and performance of an insurance contract.

3 Our Services

3.1 We will act as your insurance intermediary with respect to the placement of insurance in accordance with the terms of our agreement and as far as may be necessary for the purposes of the Services including direction to enter into an insurance policy or to handle claims or payment of premium related to any insurance placement to be deemed to constitute your agreement to be bound by the terms of these Services.

18. During the course of our engagement by you, we will take day-to-day instructions from any of your representatives who appear to us to be involved on your behalf and who are authorised to act on your behalf by any of the above means.

19. 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 to your insurers on your behalf out of funds you have not provided us, we will immediately reimburse us by an equivalent amount on our request.

20. If such sums are not paid, we will be entitled to recover such amount by means of a set-off in accordance with the terms of these terms.

21. You agree 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 is complied with. Further information in respect of this duty set out in clause 6.2 of these terms.

22. If you fail to comply with your insurer promptly of any such amendments that you require to the terms of the insurance contract. We refer to clause 6.2 of these terms regarding the posting of any amendments to the insurer on your duty to make a fair presentation.

23. If you fail to notify us or your insurer promptly of any such amendments 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.

24. If you agree that there will be a period within which you must submit a claim to your insurer or pursue your 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.

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 the fee 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 contract). You also acknowledge and agree that we are not responsible for any related non-disclosure or misrepresentation will be your responsibility.

5.5.1.1 You agree:

5.1.1.2 to pay our fee (if any) in accordance with these terms and any invoice provided.

5.1.1.3 to pay all premiums and other charges in the timeframe specified.

5.1.1.4 to pay all premiums on time to avoid the cancellation and/or avoidance of your contract of insurance.

5.1.1.5 You will be deemed to know all Material Information that is known to you or on your behalf.

5.1.1.6 We may set off our Aon UK Liability to you against any liability of you (your Beneficiaries) to us.

5. Your Responsibilities

5.1 You agree:

5.1.1 to pay our fee (if any) in accordance with these terms and any invoice provided.

5.1.2 to pay all premiums and other charges in the timeframe specified.

5.1.3 to pay all premiums on time to avoid the cancellation and/or avoidance of your contract of insurance.

5.1.4 You will be deemed to know all Material Information that is known to you or on your behalf.

5.1.5 We may set off our Aon UK Liability to you against any liability of you (your Beneficiaries) to us.

5.1.6 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.

5.2 You agree to provide 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.

5.3 You agree to provide 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.

5.4 You agree to provide 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.

6. Your Duty to Make a Fair Presentation

6.1 Your disclosure obligations changed in August 2016. Your new disclosure obligations are summarised below. In the general case, you are responsible for ensuring that you provide to your insurers any Material Information that you have received from your client. You must also ensure that any Material Information that you have received from your client is disclosed to your insurer. You are also responsible for ensuring that you provide to your insurer any Material Information that you have received from your client was not obtained through reverse engineering or the use of publicly available sources.

6.2 Your duty to make a fair presentation in the context of this definition "subsidiary" and "holding company" shall have the meanings given to them under section 1159 of the Companies Act 2006.

6.3 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 realistically have been revealed by a reasonable search. Your search will need to include information which is held by other persons such as your agents ("Non-Dependents") that may be involved in the insurance you or insurers with any information that we have received (i) from anyone other than you or your representatives (or (ii) otherwise than directly in connection with the particular contract of insurance we are placing for you. And, you agree that any related non-disclosure or misrepresentation will be your responsibility.

6.4 Failure to disclose all Material Information or misrepresenting circumstances could result in the term 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 paid.

6.5 The disclosure obligations outlined above will arise:

6.5.1 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 us immediately.

6.5.2 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 materially modified, or when you make a claim. In addition, changes which substantially increase, or fundamentally alter the risk relate to compliance with a warranty or condition in the insurance contract, or otherwise arise at an earlier date. By making a claim, you have the 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.

7 Confidentiality of Information and Non-Personal Data

7.1 "Confidential Information" is any information provided by one party to the other (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 to comply with all applicable laws and regulations.

7.3.1 The Disclosing Party has given prior written approval to disclose.

7.3.2 The 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 The disclosure is of a non-breaking industry practice or required for the purpose of providing the Services (for example to insurers or prospective insurers).

7.4 We have assigned, sub-contracted or outsourced any of the Services or any additional services and it is necessary for us to disclose to our assigee, sub contractor or outsourcing provider, provided that such persons agree to respect the confidentiality of your Confidential Information.

7.5 Confidential Information is or becomes available in the public domain without breach of these terms;

7.6 Confidential Information is independently developed by the Receiving Party.

7.7 Confidential Information is rightfully in the Receiving Party's possession other than as a result of a breach of any obligation of confidentiality.

7.8.3 After the date we cease to provide the Services to you.

7.9.1 Other information (which is not personal data) about our clients and their insurance placements, including but not limited to company names, industry codes, policy types, premium and policy expiration dates as well as any other information that the Disclosing Party provides, is or becomes available to your clients or compete for their clients' insurance placements.

7.9.2 This information is maintained in one or more databases, including our Global Risk Insight Platform ("GRIP"), developed by us to help insurers and brokers manage their risk and loss data and to identify distinctively valued clients. In addition to being used for the benefit of our clients, these databases may be accessed by our Affiliates for other purposes, including based on pooling and other services to insurance contracts (whether as part of GRIP or otherwise) for which our Affiliates may earn compensation.
13.13 immediately if either party becomes insolvent, involving, where a party is insolvent, one party will be entitled to terminate the agreement or 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 receivers in respect of its business, or a separate winding-up of any of its businesses or equivalent proceedings in other jurisdictions, or

13.14 as we may otherwise agree.

12. Effect with termination or if you replace us as your insurer, if during the immediate preceeding 12 months, we have been notified of a specific change in your business or an insurance product or in respect of a particular insurance product, we will not be obliged to provide the Services or any additional services in respect of that program or product (including prior insurer arrangements).

13. We will be entitled to receive any and all, brokerage or other remuneration in relation to the Services or additional services in accordance with clause 4. Where premium is payable in instalments, all commission in respect of instalments will be payable to us at the same time as the commission on the premium.

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

15. Termination of our engagement will be without prejudice to accrued rights and obligations.

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 that 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.

15.2 We and our Affiliates reserve the right to subcontract certain aspects of the Services and any additional services without your prior consent. This might include IT infrastructure and support or use of electronic placement systems or third parties to perform a similar fiscal function.

16 Entire Agreement

16.1 These terms including the Aon Data Privacy Policy, any schedules, any deliverable or report, any receipt or other document issued by Aon Kent How and any other documents referred to in these terms shall constitute the entire agreement between you and us with regard to our appointment and supersede all prior proposals and communications between you and us. Our earlier terms, agreements or communications (including any previous terms of business agreements provided by Aon to you) are subject to the subject matter of these terms.

16.2 If any of our Affiliates have issued a separate insurance terms of business agreement in respect of the Services as part of our offering to you, such terms shall take precedence over these terms solely in respect of the services provided by that Affiliate.

16.3 A failure at any time by either our Affiliates or us to depending on the class of your insurance is covered by Aon, or the circumstances of the claim. If you become aware that the risk you have insured or are proposing to insure has altered in any way since the last time we advised you, or due to 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 with your money to be paid to a person in a particular jurisdiction and we will consider making a payment to an alternative jurisdiction.

16.4 We may deposit Client Money in a 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 framework applying to the intermediary or settlement agent located outside of the United Kingdom, payments will be made to and from that jurisdiction will be subject to a legal and regulatory framework different to 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 held in a particular jurisdiction and we will consider making a payment to an alternative jurisdiction.

16.5 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, without prejudice, our appointed representative prior to your first remittance being received by us.

16.6 You/your Beneficiary are unhappy with our Services and approaching Aon UK Limited Central Complaints Team to register a complaint with Aon UK Limited’s Central Complaints Team who will ensure that your complaint is referred to an appropriate person: Aon UK Limited, Central Complaints Team, Brid House, Kingsmead, Farnborough, GU14 7EF. By phone: 01252 768662 by email: CentralComplaints@Aon.co.uk.

21.6 Where a bank in the United Kingdom.

21.5 However, we are not permitted to use Client Money for any other purpose.

21.4 From the FSCS if we cannot meet our obligations. This depends on the type of business that we have conducted for you and the circumstances of the claim. If you become aware that the risk you have insured or are proposing to insure has altered in any way since the last time we advised you, or due to 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 paid to a person in a particular jurisdiction and we will consider making a payment to an alternative jurisdiction.

21.3 Where we act on your behalf in respect of activities other than insurance matters, and you request that we 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.

21.2 Where 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 paid to a person in a particular jurisdiction and we will consider making a payment to an alternative jurisdiction.

21.1 Where we act on your behalf in respect of activities other than insurance matters, and you request that we 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. We will pay premiums directly to insurers and receive premium refunds directly from insurers. We may, however, act on your behalf in respect of activities other than insurance matters, and you require that we be permitted to receive premium refunds from insurers. We may, however, act on your behalf in respect of activities other than insurance matters, and you require that we be permitted to receive premium refunds from insurers. We may, however, act on your behalf in respect of activities other than insurance matters, and you require that we be permitted to receive premium refunds from insurers.