

# General Terms and Conditions of Aon Belgium nv/sa

1. Aon Belgium nv/sa ('Aon') is a company formed under Belgian law, with its registered offices, according to its Articles of Association, in Brussels, registered in the Brussels Trade Register under number 586.043 and in the CBFA register under number 013982A. Aon Risk Solutions is a trading name of Aon.
2. These General Terms and Conditions apply to all orders placed with Aon by a client ('the client'). Only Aon is deemed to be the supplier in respect of the client.
3. Natural and legal persons that are directly or indirectly affiliated to Aon and that are involved in the provision of the services by or on behalf of Aon in any way may also invoke the General Terms and Conditions.
4. Aon undertakes to the client to protect the confidentiality of all confidential information relating to the client and the order. The confidentiality obligation continues until one year after the termination of the order. Information already available to Aon before the order was issued or that was acquired lawfully from a third party or third parties, or gathered independently by Aon, that was or becomes (publicly) known, which knowledge is not the result of any action or omission by Aon, is not covered by the confidentiality obligation.  
This confidentiality obligation also does not apply to information that Aon is required to disclose by law, the rules of any stock exchange or order by a court or other competent government body.
5. On processing personal details, Aon shall at least observe the applicable legal provisions.
6. Aon shall process data from the client and the client's insurance programmes, including name and address details, policy details and personal details needed into order to realise insurance and all other service provision by Aon. This information shall be saved in one or more databases. In addition to use for the client, these databases may also be viewed by other Aon companies for matters including the provision of consultancy and other services to insurers for which Aon may receive a remuneration.
7. In view of the global structure of the group of companies of which Aon is part, personal details provided by the client may be sent or used, saved or otherwise processed in a country other than that in which the information was obtained. In such cases, Aon shall provide for an appropriate level of protection.
8. Aon's remuneration consists of a fee or commission or brokerage determined on the basis of the insurance premium. Other remuneration elements may include the brokerage for settlement of damages, recourse payments, interest income on assets and additional payments by insurers for services provided to them. Aon also charges clients policy and administration costs, which depend on the amount of the premium and/or commission.
9. The following applies with regard to Aon's liability:
  - 9.1 The provisions of this Article 9 concerning liability apply for Aon, including companies affiliated to Aon and employees of Aon and of companies affiliated to Aon. The provisions concerning liability in this Article 9 also apply to claims filed against Aon by companies affiliated to the client and employees of the client or such companies.

## Aon Risk Solutions

- 9.2 To the extent permitted by law and with the exception of damages arising solely and directly as a result of intent or gross negligence, Aon's liability to the client for all damages, costs and expenditure (including but not confined to legal fees) concerning or relating to the service provision by Aon is limited to EUR 5,000,000. Aon is in no case liable for trading losses, consequential loss or indirect damages (including loss of earnings and/or profit).
- 9.3 All claims (by the client or companies affiliated to or employees of the client) against Aon (or companies affiliated to or employees of Aon) concerning or related to the service provision by Aon must be filed no later than one year from the date on which the client became aware of the grounds for the claims, or should have been aware of the grounds for those claims.
- 9.4 Aon is not responsible for errors or omissions by third parties such as non-affiliated co-brokers and sub-agents. Liability for actions by third parties is therefore entirely ruled out.
- 9.5 For the fulfilment of the order Aon is dependent on the information provided by the client, including information on (changes in) the business operations, business activities or legal form, acquisitions, procurements and sales, insurance policies held elsewhere and the like. Aon is not liable for the consequences of the provision of incomplete or inaccurate information by the client.
- 9.6 If Aon takes over insurance policies from another agent, Aon is not liable for those policies (in observance of this Article 9) until Aon has had a reasonable period in which to assess their status and issue an advisory report.
- 9.7 Aon checks the capital adequacy/solvency of insurers on the placement and renewal of insurance policies but is not liable if an insurer proves to be insolvent after the event.
- 9.8 Aon is not liable for damages suffered by the client as a result of an erroneous calculation or estimate of the premium and taxes applying to the insurance.
10. The relationship between the client and Aon is governed by Belgian law.
- 11 Only the Court of Brussels shall be competent to hear any dispute between the client and Aon.

