



Standard Terms of Business

- **We will provide Services to you on our standard Terms.**
- **You must provide all Relevant Information to us.**
- **We will be entitled to receive commissions and or fees for providing the Services.**
- **Subject to any other agreement, you can terminate our relationship at any time by giving 30 days notice in writing.**
- **Our liability to you under these Terms is limited.**
- **We may change the Terms from time to time as set out in these terms.**

Introduction

These Terms of Business (**Terms**) set out the terms and conditions on which Aon (Fiji) Limited (**we/us**) will provide our services (**Services**) to you. These *Terms* apply to all *Services* we provide to you and are subject to any additional or alternative terms which we may agree in writing with you.

The *Services* that we will provide are:

1. If we have a service level agreement, those services specifically described in that agreement and such additional services as we may further agree with you in writing from time to time; or
2. Those services which we have agreed in writing with you.

We do not provide any additional services (called Excluded Services) and you agree and acknowledge that we have no duty or obligation to provide Excluded Services to you or to any other person without prior written agreement.

Our responsibilities

We will perform our *Services*:

- With reasonable care and skill and with integrity; and
- Based upon the demands and needs that you have expressly advised to us.

We will also:

- Provide you with policy documents as soon as practicable after we receive these from your insurer(s);
- Retain appropriate documents relating to insurance effected on your behalf in electronic or paper format in accordance with Aon's records retention policies as may be in effect from time to time (**NOTE:** for certain types of insurance it is possible that you may need to make a claim against a policy long after this period. You remain responsible for your records and should keep your policy documents in a safe place);
- We will handle any money received from you (for example, for the payment of insurance premiums), or received for you (for example, from an insurer for an insurance claim payment) in accordance with the requirements of the Insurance Act 1998.



Our role is limited to the provision of insurance and risk management related advice as specified in the *Services*. Under no circumstances do we or will we act as an insurer. Nor do we provide safety inspections, valuations or advise on every potential hazard or threat to your business (unless specifically retained by you to do so).

In addition, while we only engage insurers who meet certain requirements as established by us from time to time, we make no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

Your responsibilities

You are responsible for supplying us with all material information and facts (***Relevant Information***) in relation to our provision of the *Services*. *Relevant Information* includes all information and facts which may be material to an insurer's assessment of a risk for which you have asked us to arrange insurance cover.

If you are unsure about any matter, or what may constitute Relevant Information, or whether the sums insured are adequate, please contact us for guidance.

Both before taking out an insurance policy and at the time of renewing a policy, you must provide all *Relevant Information*. You must also provide all *Relevant Information* upon any material or relevant change of circumstance or when additional material information comes to light throughout the period of the policy.

If you fail to disclose or misrepresent any *Relevant Information*, this could invalidate your insurance and mean that any claims under the insurance may not be paid to you.

Your policy documents contain the terms of your cover and impose various obligations on you. You must read these documents carefully to ensure that the cover suits your needs and so you understand and comply with your obligations under your policy(s). Failure to do this may result in uninsured losses.

Our remuneration

We normally receive a commission from insurers and any other service providers that we may recommend to you. We may alternatively, or in addition, receive a fee for our *Services* or other *Services* we provide to you by agreement with you. (Together our ***Remuneration***.)

Unless mandated otherwise by law or contractual arrangement with an insurer, at the time of inception of the insurance we are deemed to have earned 64% of the commission earned on placements, and this percentage is not refundable in the event of early termination.

Aon may charge administration fees to cover administration expenses and disbursements.

All *Remuneration* is due to us on or before the due date set out in our tax invoice.

We make the following disclosures to you in relation to our *Remuneration*:

- We and members of the Aon Group may earn interest income on funds received from you between the date of receipt and disbursement date;
- We may receive commissions and other payments from premium financiers;
- The Aon Group has separate reinsurance companies that arrange insurance for insurers (called reinsurance). In some cases an insurer may ask one of our reinsurance broking companies to arrange



reinsurance in respect of insurance purchased by you, in which case that company may also earn commission or other remuneration;

- The Aon Group has specialised broking companies that arrange insurance placements into overseas markets acting as wholesale brokers. Such companies may assist us in accessing, negotiating, placing or procuring those markets. If this is the case, we or an Aon Group member may earn commission or other remuneration for those services;
- We and members of the Aon Group also provide consulting or administrative services to insurers and reinsurers from time to time and may earn commission or other remuneration from these services;
- We and members of the Aon Group have developed insurance placement facilities that enable Aon to obtain competitive quotations from a panel of established insurers under the terms of bespoke policy wordings negotiated by Aon. The work that Aon has done to establish these platforms and wordings reduces the insurers' work. In recognition of this, a participating insurer may pay a fee to us or an Aon Group member to access such facility;
- We will charge value added tax (VAT) on our *Remuneration* as required by the laws of Fiji and any quote, estimation or invoice which we may provide to you shall be deemed to exclude VAT unless otherwise specified.

Limitation of liability

We will provide the *Services* with reasonable care and skill. All representations (whether express or implied) and all other implied conditions, warranties and terms as to the provision of the *Services* are otherwise excluded to the extent permitted by law.

To the extent permitted by law, we and our related entities (as defined within the Companies Act (Cap.277, Laws of Fiji)) will not be responsible or liable for:

- Any consequential, incidental, indirect or special damage or loss of any kind;
- The supply, by you or others, of incorrect or incomplete information (including information that we may use to calculate the premiums and other charges relevant to your insurance);
- The failure by you or others to supply appropriate, relevant or timely information, including *Relevant Information*;
- Any expenses or liabilities in respect of tax or fire service levies arising from the way in which we arrange your insurances;
- Your failure by you or others to act on our advice or to respond promptly to any communications from us or any insurer; or
- The default, negligence, or lack of care on the part of any person other than ourselves.

Our aggregate liability (including interest and costs) in respect of any claim arising, under or in connection with this Agreement, the *Services* or our business relationship, shall be limited (to the extent permitted by law) to FJ \$1,000,000 or such other amount as may be expressly agreed between us in writing.



Foreign Account Tax Compliance Act

- Foreign Account Tax Compliance Act (FATCA) applies to any insurance placements containing U.S. risk.
- Aon (Fiji) Limited and its licensed affiliates are required to act as withholding agents on any premium payment in-scope under FATCA to non-US insurers where premium payment is remitted by Aon (Fiji) Limited. In such instances, Aon (Fiji) Limited will be responsible for gathering and validating the appropriate US withholding tax certificates, and associated statements and other documentation, from carriers and intermediaries.
- Aon (Fiji) Limited is not required under FATCA to act, and will not act, as withholding agent on any premium payment remitted by you as a client directly to any other party unrelated to Aon (Fiji) Limited, including where premiums are directly paid to insurers and to intermediaries. Where you make these direct payments to parties unrelated to Aon, you will be responsible for all aspects of FATCA compliance.
- If you direct the use of a carrier or intermediary that is unable or unwilling to provide its requisite US withholding certificate, and/or any associated statements and other documentation that may be required, to Aon (Fiji) Limited in instances where Aon (Fiji) Limited is to remit premium to that carrier or intermediary, you will be responsible for paying any additional sums so that the mandated FATCA withholdings can be made while concurrently fulfilling your obligation to remit the full premium amounts necessary to effect coverage. Aon (Fiji) Limited will not be responsible for issues arising from Aon (Fiji) Limited withholding 30% of premium payments in connection with its FATCA obligations.

Confidentiality

Subject to any relevant law, and our obligation to provide the *Services*, we will keep all confidential information that we receive from you confidential and will use it solely in connection with the provision of the *Services* or otherwise for the purpose for which it was disclosed to us.

However, our confidentiality obligation does not apply where:

- You have given written permission otherwise;
- Disclosure is required to satisfy legal obligations or regulatory requirements;
- Disclosure is reasonably required to carry out services (for example providing information to current or prospective insurers);
- Such information is in the public domain; or
- The information is rightfully in our possession other than as a result of a breach of any obligation of confidentiality.

Your information

We will hold any personal information that you provide to us in accordance with any applicable law and Aon's privacy policies. Any such information that we request from you will be used pursuant to the provision of the *Services*. In this respect, it will be necessary for us to pass your information on to insurers and other product or service providers which may provide us with additional support in connection with our provision of the *Services*.



Unless you instruct us not to do so, we may also contact you in connection with other products or services that we feel may be of interest or benefit to you.

You have the right to access and correct any of your personal information that we hold. Such information is held by us at Level 3, RB Patel Jetpoint Supercentre, Queens Road, Martintar, Nadi.

Collection and Use of Client Information

We gather data containing information about our clients and their insurance placements, including but not limited to: names, industry codes, policy types and policy expiration dates, as well as information about the insurance companies that provide coverage to its clients or compete for its clients' insurance placements.

This information is maintained in one or more databases. In addition to being used for the benefit of our clients, these databases also may be accessed by other Aon Group members for other purposes, including providing consulting and other services to insurance companies for which we or our related entities may earn compensation.

Due to the global nature of services provided by the Aon Group, the information you may provide may be transmitted, used, stored and otherwise processed outside the country where you submitted that information. If you have questions about Aon Group data processing or related compensation, please contact your Client Relationship Manager.

Electronic communications

We may correspond with you by electronic communication unless you instruct us not to do so. We may email to you information legally required to be provided to you. In such a case, you consent to receiving this information with an electronic signature. Electronic communications are not always secure and they may be read, copied or interfered with in transit. We are not responsible for any of the risks associated with electronic communication.

Conflicts of interest

Occasions may arise where either we, one of our clients, or one of our service or product providers may have a potential conflict of interest in connection with the *Services* we provide to you. If this occurs and we become aware that a potential conflict exists, we will contact you and work together to find a suitable solution.

Force majeure

We are not liable for any failure or delay to perform any of our obligations where such failure or delay is due to causes outside of our reasonable control.

Termination

You may instruct us to cease the provision of the *Services*, or any part thereof, at any time. Your instructions must be in writing and will take effect from 30 days after the date that we receive them. In the event that such termination occurs while one or more outstanding claims exist, then unless otherwise agreed, such claims shall be transferred to you for management from the date of termination.

If we feel we cannot continue to provide the *Services* to you, we will give you a minimum of thirty (30) days notice of termination.

Disputes

At Aon we make every effort to provide you with the best products and highest level of customer service. However, we recognise that even in the best managed company things can go wrong.

If you have any complaint in respect to Aon, or are not satisfied with the service you have received from us, we want to hear about it so that we can investigate your concerns quickly and fairly.

Please contact your Aon Client Relationship Manager or your local Aon office by telephone, in writing or by email at feedbackfiji@aon.com, (**Disputes Notice**).

If your Aon Client Relationship Manager is not able to resolve your complaint, it will be referred to Aon's Complaint Manager for an independent review in accordance with Aon's internal complaint and dispute resolution procedures.

If within 30 working days of the Dispute Notice the dispute has not been resolved the parties may agree to instigate a mediation process as set out below. If the parties do not agree to instigate the mediation process, either party may refer the dispute or difference to the appropriate court or tribunal.

- The parties may agree in writing to instigate a mediation process.
- The parties will endeavour to agree upon a suitable person to act as mediator within 10 working days of agreeing in writing to instigate the mediation process. Failing agreement within this timeframe, either party may require the President for the time being of the Fiji Institute of Accountants to nominate a suitable person to act as mediator.
- The mediator shall, in consultation with the parties, settle a timetable and procedures to be adopted during the mediation. The decision of the mediator on any such matters shall be binding on the parties and, in particular, the mediator shall be entitled to call any meeting between the parties at such times and places as the mediator considers appropriate.
- All costs incurred in respect of the mediation, including mediator's fees and incidental expenses (but not any legal fees incurred by either party) shall be borne equally by the parties who shall be jointly and severally liable to the appointed mediator.
- If a dispute remains unresolved 20 working days (or such other time as may be expressly agreed between the parties) after the appointment of the mediator, either party may refer the dispute or difference to the appropriate Court or Tribunal.



General

We are entitled to change these *Terms* from time to time, in which case we will provide you with amended *Terms*. Unless we receive written notice from you, the amended *Terms* will be deemed accepted after 30 days from the date we provide you with the amended *Terms*. If you do not accept the amended *Terms* you may terminate the *Terms* by written notice, termination to take immediate effect upon receipt of notice by us.

Our relationship with you is governed by the laws of Fiji and the Fijian Courts have exclusive jurisdiction.

If any term of these *Terms* is, or becomes, or is found to be invalid or unenforceable, in whole or in part, under any law:

- Such term or part will be read down or interpreted and enforced to the extent permissible; or (if this is not possible);
- Such term 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.
- If you have any queries about the services we offer please contact your Client Relationship Manager or our head office on +679 7763599.