Aon Terms of Business

- We will provide the services to you on the terms of this agreement.
- You are responsible for providing all relevant information to us.
- We will be entitled to receive remuneration for providing the services as specified in this agreement.
- Either party can terminate the relationship by giving 60 days’ notice in writing, in addition to other specific termination rights.
- Our liability to you under this agreement is limited.

1 Introduction

1.1 This agreement sets out the terms and conditions on which we will provide our services to you except where a global agreement has already been entered into with you by a member of the Aon Group. In this case, our engagement will be governed by the terms of both this agreement and the global agreement, with the terms of the global agreement prevailing where there is any inconsistency of terms except where a term of the global agreement is contrary or inconsistent with:

1.1.1 the laws of Fiji; or
1.1.2 insurance broking and custom in Fiji;

in which case the terms of this agreement will prevail.

1.2 Unless otherwise agreed in writing with you as set out above or by a separate written agreement, this agreement applies to all services we provide to you. This agreement takes precedence over any other agreement items or conditions contained or referred to in any document or communication used or provided by you to us from time to time. You will be taken to have accepted this agreement by continuing to instruct us, unless otherwise agreed in writing with you.

2 Our Responsibilities

2.1 We will perform our services:

2.1.1 with reasonable care and skill and with integrity; and
2.1.2 based upon the demands and needs that you have expressly advised to us.

2.2 We will also provide you with policy documents as soon as practicable after we receive these from your insurer(s) (you may receive these documents after the commencement of the policy period).

2.3 Our role is limited to the provision of 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). Claims work is included in the services however if the time on a claim exceeds five hours then additional fees may be payable.

3 Your Responsibilities

3.1 You are responsible for payments as set out in clause 6.

3.2 You are responsible for supplying us with all relevant information on a timely basis 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.
3.3 If you are unsure about any matter, or what may constitute relevant information, please contact us for guidance.

3.4 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 in respect of any material or relevant change of circumstance or when additional material information comes to light throughout the period of the policy.

3.5 Should a circumstance, event or loss occur which could result in you making a claim, you should advise us of the details as soon as possible and within the time required under your insurance policy. Failure to advise an insurer of such a circumstance, event or loss could prejudice your rights under an insurance policy. If you fail to disclose or misrepresent any relevant information, this could invalidate your policy and mean that any claims under the policy may not be paid to you.

3.6 Your policy documents contain the terms of your cover (including applicable limits, sub-limits and deductibles) 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. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

4 Our Remuneration

4.1 We and members of the Aon Group may receive remuneration for our services.

4.2 Where our remuneration consists of commission paid by the insurer and unless mandated otherwise by law or contractual agreement with an insurer, at the time of inception of the insurance we are deemed to have earned 64% of the remuneration earned on the placement and this is not refundable in the event of early termination. The balance is deemed to be earned pro-rata over the term of the policy.

4.3 Where our remuneration consists of a fee and/or an administration charge paid by you, or commission paid by an insurer, unless mandated otherwise by law or agreement with you, at the time of inception of the insurance we are deemed to have earned 100% of the remuneration earned on placement and is not refundable in the event of early termination unless agreed by way of mutual agreement (any such agreement must be in writing). Specific fees may be documented within a schedule to this Agreement.

4.4 We may also charge broker administration and documentation fees to cover administration expenses and disbursements. Minimum fees will apply being $35 for personal lines/domestic and $45 for commercial and rural policies.

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

4.6 We make the following disclosures to you in relation to our remuneration:

4.6.1 We and members of the Aon Group may earn interest income on funds received from you between the date of receipt and disbursement date.

4.6.2 The Aon Group has separate reinsurance divisions that arrange insurance for insurers (called reinsurance). In some cases, an insurer may request one of our reinsurance broking divisions to arrange reinsurance in respect of insurance purchased by you, in which case that division may also earn commission or other remuneration.

4.6.3 The Aon Group has specialised broking divisions that arrange insurance placements into overseas markets acting as wholesale brokers. Such divisions 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.

4.6.4 We and members of the Aon Group have developed insurance placement facilities that enable us to obtain competitive quotations from a panel of established insurers under the terms of bespoke policy wordings negotiated by us. The work that we have 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 the facility.

4.6.5 *We* and members of the Aon Group also provide consulting or administrative services to insurers and reinsurers and may earn commission or other remuneration from these services.

4.6.6 *We* and our staff may also receive non-monetary benefits from insurers such as sponsorships of Aon conferences, client functions, meals and entertainment. *We* have, and monitor compliance with, a policy that ensures that these do not create a conflict with your interests.

4.6.7 Our staff and contractors may be remunerated by one or a combination of either salary, bonuses and commissions. *We* record and manage perceived and actual conflicts.

4.6.8 *We* may compensate third parties by sharing fees or commission in respect of services such as referral of clients to us.

5 **Invoices and VAT**

5.1 *We* will charge value added tax (VAT) on our remuneration as required by Fiji law and any quote, estimation or invoice which *we* may provide to you shall be deemed to exclude VAT unless specified.

5.2 *We* only accept payment of premiums and charges by cheque, credit card or bank deposit as specified on your invoice. Cash is not an accepted means of payment.

5.3 Payment is due on the date specified in the invoice.

6 **Premium Payments and Statutory Charges**

6.1 *You* must pay all premiums and other charges (including all taxes and fire levies) upon receipt of your invoice, unless otherwise specified on your invoice. It is your obligation to ensure that you pay your premiums and other necessary payments on time. *Your* policy may be terminated if you do not pay the premiums within the time periods notified to you by the insurer. In the event of late payment of any government or statutory charges, you may be charged interest and/or fines and penalties. You are responsible for payment of these charges.

6.2 *We* endeavour to correctly determine the premium and statutory charges that apply to your insurance. However, occasionally errors can occur, for example, where we make an unintentional error or because a third party advises us of the wrong amount. Please note that we retain the right to correct any such error and you agree, to the extent permitted by law, not to hold us responsible for any loss you may suffer resulting from the error and its correction. Under no circumstances are we liable for any local or overseas tax advice or tax calculation or for any interest and/or fines and penalties.

6.3 *We* will advise you if insurers have imposed a premium payment warranty or condition which may give the insurer the right to cancel your policy if you fail to pay within the time specified.

6.4 Please contact us immediately if you are unable to comply with a premium payment warranty or condition.

6.5 *We* reserve the right to charge interest, collection costs and legal fees incurred in recovering overdue accounts.

7 **Foreign Account Tax Compliance Act**

7.1 FATCA applies to any insurance placements containing USA risk.

7.2 *We*, and our licensed affiliates, are required to act as withholding agents on any premium payment in-scope under FATCA to non-USA insurers where premium payment is remitted by us. In such instances, *we* will be responsible for gathering and validating the appropriate USA withholding tax certificates, and/or any associated statements and other documentation, from carriers and intermediaries.
7.3 We are 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 us, including where premiums are directly paid to insurers and to intermediaries. Where you make these direct payments to parties unrelated to us, you will be responsible for all aspects of FATCA compliance.

7.4 If you direct the use of a carrier or intermediary that is unable or unwilling to provide its requisite USA withholding certificate, and/or any associated statements and other documentation that may be required, to us in instances where we are 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. We will not be responsible for issues arising from us withholding 30% of premium payments in connection with FATCA obligations.

8 International Trade Sanctions

8.1 We follow a TS Policy. Compliance with the TS Policy is mandatory for all Aon Group employees worldwide and no exceptions to the TS Policy are permitted under any circumstances. In summary, the TS Policy may prohibit us and our employees from providing you with services because the services may involve restricted territories.

8.2 If you become aware that the risk you have insured or are proposing to insure through us:

8.2.1 involves a restricted territory;
8.2.2 involves a designated or sanctioned party (including a SDN or a designated person or entity under Fiji law);
8.2.3 is otherwise subject to trade restrictions under applicable laws;

you must tell us immediately. Where we become aware that a transaction is contrary to the TS Policy, then we may not act with respect to a part of the transaction (whether it involves a placement, renewal, variation of insurance contract, payment, processing, advising, the handling of a claim or any other service) or at all.

9 Limitation of Liability

9.1 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.

9.2 While we may provide you with information about your insurers’ financial standings from time to time, as your broker, we are not the insurer of any risk and we cannot guarantee the availability of insurance for your particular risks. We do not in any way guarantee the solvency of insurers.

9.3 To the extent permitted by law, neither we nor the Aon Group will be responsible or liable for:

9.3.1 Any consequential, incidental, indirect or special damage or loss of any kind including, but not limited to, loss of profits, loss of revenues, loss of anticipated savings, loss of data, loss of reputation, loss of goodwill, loss of opportunities and loss of business.

9.3.2 The supply, by you or others, of incorrect or incomplete information. This includes information that we may use to calculate the premiums and other charges relevant to your insurance, also the failure by you or others to supply appropriate, relevant or timely information, including relevant information, or the failure by you or others to provide such information within the time periods reasonably requested by us from time to time.

9.3.3 Any failure or delay on our part where it is due to a Force Majeure Event.

9.3.4 The failure of you or others to act on our advice or to respond promptly to any communications from us or any insurer.

9.3.5 The default, negligence, error, omission or lack of care on the part of any person other than ourselves.
9.3.6 Any expenses or liabilities in respect of tax or fire and emergency levies arising from your insurances.

9.3.7 Any variation between a certificate or summary of insurance and the actual terms of cover or any omission from, or misstatement in, a certificate or summary of insurance.

9.3.8 Any losses, costs, damages or liabilities arising from, or in connection with, any parts, materials or components installed and/or maintained by any person other than ourselves.

9.4 Our aggregate liability (including interest and costs) in respect of any claim arising, under or in connection with this agreement or the services, shall be limited (to the extent permitted by law) to Fiji $1,000,000.

9.5 Any claims arising under this agreement must be made within twelve (12) months after the services have been performed.

10 Confidentiality

10.1 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.

10.2 However, our confidentiality obligation does not apply where:

10.2.1 you have given written permission otherwise;
10.2.2 disclosure is required to satisfy legal obligations or regulatory requirements;
10.2.3 disclosure is reasonably required to carry out the services (for example, providing information to current or prospective insurers);
10.2.4 such information is in the public domain; or
10.2.5 the information is rightfully in our possession other than as a result of a breach of any obligation of confidentiality.

11 Non-Dissemination of Material

Our communications with you, your employees or agents, whether written or oral are provided solely for your information and use in connection with any engagement and must not be used for any other purpose without our prior written consent. No other party is entitled to rely on any of our reports, information or advice for any purpose whatsoever, and we disclaim any responsibility to any such third party who has had communicated to them the report, information or advice provided by us to you as part of any engagement. You indemnify us from any liability we may have to you or any third party as a result of any information supplied to us by you or any of your agents, where such information and documentation is false, misleading or incomplete.

12 Your Information

12.1 We will hold any personal information that you provide to us in accordance with any applicable privacy or data protection laws. 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.

12.2 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.

12.3 You have the right to access and correct any of your personal information that we hold. We reserve the right to charge for reasonable costs incurred responding to requests for personal information.
13 **Collection and Use of Client Information**

13.1 *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.

13.2 This information is maintained in one or more databases. *We* may use or disclose information about our clients, if required to do so by law, our policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials. 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 the Aon Group may earn compensation.

13.3 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.

13.4 You agree that we are entitled to refer to you in publications, proposals or similar submissions to prospective clients, unless you expressly prohibit such disclosure.

14 **Intellectual Property**

14.1 All proprietary rights in any documents, data, reports or other material prepared by us that form part of the services and were prepared specifically and solely for you will vest in you.

14.2 Any pre-existing intellectual property rights (including copyright and know-how) in documents, discoveries, designs, inventions, methodology, data, computer programs, reports or other material prepared by us that form part of the services (including but not limited to report formats, report templates and our calculations and formulas used in producing reports) remain our property. Also, any documents, designs, inventions, data and computer programs developed by us while providing the services to you, but that do not form part of the services, remain our property.

15 **Aon’s File Retention Policy**

15.1 *We* hold paperwork and correspondence regarding your matters for at least seven years. After this period, we may arrange for the file to be destroyed without consultation with you.

15.2 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 paperwork and correspondence and should keep your policy documents in a safe place.

16 **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, including loss of data.

17 **Health and Safety**

In providing you with the services, we will comply with our obligations under the Health and Safety at Work Act 1996 and we expect you to assist us in doing so. Where we visit you this includes you ensuring, so far as reasonably practicable, that the safety of our people is not put at risk.
18 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.

19 Force Majeure Event

If either party becomes aware of a Force Majeure Event affecting that party, it must notify the other party as soon as practicable. In the event the Force Majeure Event impacts upon Aon, we will implement plans in order to minimise the probability that delivery of the services is affected by the Force Majeure Event. This may include changes to the remuneration resulting from the action taken.

20 Termination

20.1 Either party can terminate this agreement by providing the other party with 60 days’ written notice of termination (expiring after any agreed fixed term of our appointment).

20.2 This agreement may be terminated with immediate effect by either party in the event of:

20.2.1 insolvency of the other party; or

20.2.2 breach of regulatory requirements, laws or rules in respect of bribery or corruption by the other party.

20.3 This agreement may be terminated with immediate effect by us in the event of:

20.3.1 a transaction contrary to the TS Policy as set out in clause 8; or

20.3.2 dishonest or fraudulent acts or omissions by you, or behaviour that is unreasonable or threatening.

20.4 This agreement may be terminated with immediate effect by you in the event of a variation to the agreement as set out in clause 24.1.

20.5 Termination of this agreement will not, unless otherwise provided in this agreement, affect the provisions relating to limitation of liability (clause 9), confidentiality (clause 10), non-dissemination of material (clause 11), your information (clause 12), collection and use of client information (clause 13), and intellectual property (clause 14).

20.6 In the event of termination of this agreement, unless otherwise agreed between the parties, all outstanding claims will be passed to you for future handling from the date of termination.

21 Disputes

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

21.2 Please contact your client relationship manager or your local Aon office by telephone, in writing, or by email at feedbackfiji@aon.com.

21.3 If your Aon client relationship manager is not able to resolve your complaint, it will be referred to our complaint manager for an independent review in accordance with Aon’s internal complaint and dispute resolution procedures. You can also access our external complaints policy on our website.

21.4 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.
21.4.1 The parties may agree in writing to instigate a mediation process.

21.4.2 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.

21.4.3 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.

21.4.4 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.

21.4.5 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.

22 Our Employees

22.1 You must not offer employment to any of our employees working on an engagement for you or induce or solicit any such person to take up employment with you; nor will you use the services of any such person, either independently or through a third party, for a period of six months following the end of any involvement by that person with any engagement for you. Breach of this condition will render you liable to pay us liquidated damages equal to six months remuneration.

23 General

23.1 We are entitled to change this agreement from time to time, in which case we will provide you with an amended agreement. Unless we receive written notice from you, the amended agreement will be deemed accepted after thirty (30) days from the date we provide you with the amended agreement. If you do not accept the amended agreement you may terminate the agreement by written notice, termination to take immediate effect upon receipt of notice by us. A change to the Restricted Territories will not affect the rights and obligations set out in this clause.

23.2 Our relationship with you is governed by Fiji law and the Fiji Courts have exclusive jurisdiction.

23.3 If any term of this agreement is, or becomes, or is found to be invalid or unenforceable, in whole or in part, under any law:

23.3.1 Such term or part will be read down or interpreted and enforced to the extent permissible; or (if this is not possible); and

23.3.2 Such term or part will to that extent be deemed not to form part of this agreement and the legality, validity and enforceability of the remainder of the agreement will not be affected or impaired.

23.4 If you have any queries about the services we offer, please contact your client relationship manager or our head office on +679 7733374.

24 Definitions

In this agreement, unless the context requires otherwise, the following terms are as defined below:

24.1 Agreement – these terms of business.

24.2 Aon (Fiji) Pte Limited, also referred to as we/us/our.

24.3 Aon Group – the global group of companies held by Aon plc (NYSE: AON).
24.4 **Disputes Notice** – a notice from you as set out in clause 21.2.

24.5 **FATCA** – Foreign Account Tax Compliance Act (USA legislation).

24.6 **Force Majeure Event** – an event beyond the relevant party’s reasonable control, including any act of God or nature, war or terrorism, riot, civil disturbance, national emergency, epidemic, action or inaction of a government or regulatory authority and strike or other industrial action.

24.7 **Global Agreement** – an agreement entered into by an Aon Group member not being Aon prior to this agreement covering the services.

24.8 **OFAC** – the Office of Foreign Asset Control.

24.9 **Premium** – the amount payable to an underwriter including relevant statutory charges for insurance placed or renewed by us on your behalf under this agreement.

24.10 **Related Company or Related Entity** – has the meaning set out in the Companies Act (Cap.277, Laws of Fiji).

24.11 **Relevant Information** – accurate and complete information and facts in relation to the services. It 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.

24.12 **Remuneration** – a fee or commission (or both) from you and/or insurers for our services or other services we provide to you.

24.13 **Restricted Territories** – countries including Cuba, Syria, Sudan, Iran, North Korea, Myanmar (Burma) and the Crimea territory which are subject to restrictions under Fiji sanctions regimes or designated or sanctioned parties, including OFAC SDNs. The Restricted Territories may be subject to change in line with international trade restrictions.

24.14 **SDNs** – OFAC Specially Designated Nations.

24.15 **TS Policy** – a global Aon Group policy regarding compliance with international trade sanctions laws, including those administered in the United States by OFAC.

24.16 **You** – an Aon client who instructs us or for whom we may provide services

25 **Interpretation**

In this agreement, unless the context requires otherwise:

(a) words in the singular include the plural and vice versa;

(b) a reference to a person includes an individual, body corporate, trust, partnership, unincorporated body or other entity;

(c) a reference to a party is to a party to this agreement and includes the party’s executors, administrators, successors and permitted assigns;

(d) a reference to a document (including this agreement) is a reference to that document as amended, novated, supplemented or replaced from time to time;

(e) a reference to a clause, schedule, annexure, appendix or attachment is to a clause, schedule, annexure, appendix or attachment to this agreement and a reference to this agreement includes any schedules, annexures, appendices and attachments;

(f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(g) unless agreed in writing, all promises and obligations of the parties under this agreement are given and incurred jointly and severally by each party;

(h) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
(i) the words “including” and similar expressions are not words of limitation;
(j) headings are for convenience only and do not affect interpretation; and
(k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it.