

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 30 days' notice in writing, (expiring on or after any agreed fixed term), in addition to other specific termination rights.
- **Our** liability to **you** under this **agreement** is limited.

1 Introduction

- 1.1 **Aon** is a licensed financial advice provider under the Financial Markets Conduct Act 2013. **Your Aon broker** will classify **you** as either a retail or a wholesale client. If **you** need to confirm **your** classification, please contact **your Aon broker**.
- 1.2 If **you** are a retail client:
- (a) **you** will receive further regulated information from **us** about the **services we** provide to **you**; and
 - (b) in some instances when **we** act for **you we** will not be providing regulated financial advice, such as when **we** are merely giving **you** a quote for a product without any recommendation or advice, or when **we** are renewing **your** policy on the same terms and conditions.

2 Our Agreement

- 2.1 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** that is not **Aon**. 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:
- 2.1.1 the laws of New Zealand; or
 - 2.1.2 insurance broking and custom in New Zealand;
- in which case the terms of this **agreement** will prevail.
- 2.2 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.
- 2.3 **You** will be taken to have accepted this **agreement** by continuing to instruct **us**, unless otherwise agreed in writing with **you**.

3 Our Responsibilities

- 3.1 **We** will perform **our services**:
- 3.1.1 with reasonable care and skill and with integrity; and
 - 3.1.2 based upon the requirements that **you** have notified to **us**.
- 3.2 In respect of the **Risk Services**, **we** will 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). In respect of the **LHB Services**, the insurer sends the policy directly to **you**.

- 3.3 **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** as part of **AGRC services**). In respect of **Risk Services**, claims work is included in the **services** however if the time on a claim exceeds five hours then additional fees may be payable.
- 3.4 **You** authorise **us** to renew **your** policy automatically unless otherwise required by law, regulatory guidelines or by an insurer. Automatic renewals are done on an unadvised, execution only basis. Where **you** are renewing a policy on the same terms, this is also done on an unadvised basis.
- 3.5 When policies are automatically renewed, depending on the type of policy, the insurer may make an inflationary adjustment to the sum(s) insured.

4 Your Responsibilities

- 4.1 In respect of the **Risk Services**, **your** responsibilities are as follows:
- 4.1.1 **You** are responsible for supplying **us** with all **relevant information** on a timely basis both before taking out an insurance policy and at the time of renewing a policy. 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.
- 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.
- 4.1.2 If **you** are unsure about any matter, or what may constitute **relevant information**, please contact **us** for guidance.
- 4.1.3 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**.
- 4.1.4 **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.
- 4.2 In respect of the **AGRC Services**, **your** responsibilities are as follows:
- 4.2.1 **You** shall promptly provide **us** with all reasonable and necessary assistance, including access to all information, which **we** consider to be relevant to enable **us** to perform the **AGRC Services**.
- 4.2.2 In doing so, **you** shall update information previously provided to **us** where there has been a material change to that information which affects the scope or performance of the **AGRC Services** by **us**. **We** shall not be liable for any losses, damages, costs or expenses arising out of errors due to the provision to **us** of false, misleading or incomplete information or documentation or due to any acts or omissions of any other person.

5 Our Remuneration

- 5.1 **We** and members of the **Aon Group** may receive **remuneration** for **our services**.
- 5.2 In respect of the **Risk Services**, the following applies:
- 5.2.1 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 it is not refundable in the event of early termination

unless agreed otherwise in writing. Specific fees may be set out in a schedule to this agreement.

- 5.2.2 **We** may also charge **you** an administration charge to cover administration expenses and disbursements. Minimum charges apply being \$35 for personal lines/domestic and \$60 for commercial and rural policies.

5.3 In respect of the AGRC Services:

- 5.3.1 **Our** fees are either based on hourly rates (which take account of the experience of employees assigned to the engagement), on **our** standard pricing schedule, or charged on a fixed fee basis.
- 5.3.2 **We** may also charge administration fees to cover administration expenses and disbursements.
- 5.3.3 Expenses, including travel and subsistence, and goods and services purchased on **your** behalf, will be charged to **you** at cost. For travel, our standard policy applies which is to use economy class air travel within New Zealand and the east coast of Australia and business class, or equivalent, for other overseas travel.
- 5.3.4 **We** will invoice **you** at the end of each month or as otherwise agreed. **We** will send a final invoice after completion of the work. If the engagement is terminated for any reason, **you** are liable for **our** fees and expenses that relate to the **services** performed up until the date of termination.

5.4 In respect of the **Risk Services**, we make the following disclosures to **you** in relation to **our remuneration**:

- 5.4.1 **We** and members of the **Aon Group** may earn interest income on funds received from **you** between the date of receipt and disbursement date.
- 5.4.2 **We** are not licensed to give advice on premium funding. However, **we** may offer to arrange premium funding to help spread the cost of **your** insurance costs over the year, including premiums, taxes, fees and levies. Please note that **we** offer and arrange premium funding as agent for the premium funder and not as **your** credit provider or finance broker. **We** may also act as the premium funder's agent in cancelling any insurance where **you** have failed to meet **your** repayment obligations. The details of **your** premium funding arrangement will be set out in **your** separate agreement with the premium funder. We are usually remunerated by the premium funder for arranging the funding. Should **your** funded insurance policy be cancelled mid-term, for any reason, **you** should be aware that there may be a shortfall between the balance of the amount payable under the premium funding contract and the return premium and **you** may be required to pay the difference to the premium funder under that agreement.
- 5.4.3 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.
- 5.4.4 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.
- 5.4.5 **We** design and develop **Insurance Facilities** with insurers. Where **we** believe it suits **your** risks and needs, **we** may only recommend an **Insurance Facility** (rather than alternative insurance products). Where **we** do not have an **Insurance Facility** suitable to **your** risks and needs, **we** will seek quotes from appropriate insurers to help **you** identify an insurance product. The work that **we** have done to establish the **Insurance Facilities** reduces the insurers' work. In recognition of this, a participating insurer may pay **Aon** or another **Aon Group** member a fee to access the facility.
- 5.4.6 **We** and other members of the **Aon Group** also provide consulting or administrative services to insurers and reinsurers and may earn commission or other remuneration for providing these services.
- 5.4.7 **We** and **our** staff may also receive non-monetary benefits from insurers such as sponsorships of **Aon** conferences, client functions, educational programmes, meals and entertainment.

We have, and monitor compliance with, a policy that ensures that these do not create a conflict with **your** interests.

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

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

6 Invoices and GST

6.1 **We** charge **GST** as required by New Zealand law and any quote or estimate which **we** provide to **you** is deemed to exclude **GST**, unless agreed in writing.

6.2 **We** only accept payment of premiums and charges by credit card or bank deposit (as specified on **your** invoice). Cash or cheque are not accepted means of payment.

6.3 **You** agree to pay all invoices (including all taxes, fire and emergency levies and **EQ Cover Premiums**) by the date specified on the invoice.

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

7 Premium Payments and Statutory Charges

7.1 In respect of the **Risk Services**:

7.1.1 **You** must 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 or by **us** on behalf of 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.

7.1.2 **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.

7.1.3 **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. Please advise **us** immediately if **you** are unable to comply with a premium payment warranty or condition.

8 International Trade Sanctions

8.1 **We** follow an Aon Group trade sanctions policy which is designed to ensure compliance with international trade sanctions. Compliance with this policy is mandatory for all **Aon Group** employees worldwide and no exceptions to this policy are permitted under any circumstances. The trade sanctions policy may prohibit **us** and our employees from providing **you** with **services** if the **services** may involve a **restricted territory or party**.

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 or party**; or

8.2.2 is otherwise subject to trade restrictions under applicable laws;

you must tell **us** immediately. Where **we** become aware that a transaction is contrary to our trade sanctions policy, then **we** may not act with respect to a part of the transaction (whether it involves a placement, renewal or 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** in accordance with **our** responsibilities in clause 3. 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. Depending on **your** circumstances and risk, there may be no, or a limited number of, insurers that are willing to provide insurance cover to **you**.
- 9.3 **We** do not in any way guarantee the solvency of insurers.
- 9.4 **We** use **our** professional judgement in providing advice and arranging insurance cover for **you** based on the requirements **you** have notified to **us**. This means that **we** may only approach one insurer or a limited number of insurers in placing **your** cover. If **you** are renewing your insurance policy, **we** may not remarket **your** insurance to other insurers and may renew **your** policy with the existing insurer(s). In providing advice to **you**, **we** do not guarantee or represent that the policy(s) that **we** may recommend to **you** are the best or the only policy(s) that are available in the market to cover the risks for which **you** are obtaining insurance.
- 9.5 To the extent permitted by law, neither **we** nor any other member of the **Aon Group** will be responsible or liable for:
- 9.5.1 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.
 - 9.5.2 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), 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.
 - 9.5.3 Any failure or delay on **our** part where it is due to a Force Majeure Event.
 - 9.5.4 The failure of **you** or others to act on **our** advice or to respond promptly to any communications from **us** or any insurer.
 - 9.5.5 The default, negligence, error, omission or lack of care on the part of any person other than **ourselves**.
 - 9.5.6 Any expenses or liabilities in respect of tax or fire and emergency levies arising from **your** insurances.
 - 9.5.7 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.
 - 9.5.8 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.
- 9.6 In respect of the **Risk Services**, **our** aggregate liability (including interest and costs) in respect of any and all claims arising, under or in connection with this **agreement** or the **services**, shall be limited (to the extent permitted by law) to NZ \$1,000,000.
- 9.7 In respect of any **Aon Me** insurance products that **we** place for **you**, **our** aggregate liability (including interest and costs) in respect of any and all claims arising, under or in connection with the **Aon Me** products or the **services**, shall be limited (to the extent permitted by law) to the lesser amount of five (5) times the fee payable by **you** or NZ\$250,000.
- 9.8 In respect of the **AGRC Services**, **our** aggregate liability (including interest and costs) in respect of any and all claims arising, under or in connection with this **agreement** or the **AGRC Services**, shall be limited (to the extent permitted by law) to the lesser amount of five (5) times the fee payable by **you** or NZ \$1,000,000.
- 9.9 In respect of the **AGRC Services**, **you** acknowledge that all surveys, objectives, forecasts, projections and recommendations made by **us** in providing the **AGRC Services** are made in good

faith on the basis of the information available to **us** at the time, and achieving the objectives, forecasts, projections or recommendations will depend, among other things, on **your** actions, over which **we** have no control.

- 9.10 In respect of the **AGRC Services**, **you** acknowledge that neither **we** nor any other member of the **Aon Group** will be responsible or liable for any indirect or direct losses caused by the failure of any equipment or component supplied, manufactured or installed by a third party.
- 9.11 Any claims arising under this **agreement** must be made within twelve (12) months of the date the relevant **service** was performed.

10 Confidentiality

- 10.1 Subject to any relevant law, and **our** obligations 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 purposes 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 (including to the Financial Markets Authority);
 - 10.2.3 disclosure is reasonably required to carry out, or is incidental to, 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 already rightfully in **our** possession, at the time of its disclosure by **you** other than as a result of a breach of any obligation of confidentiality.
- 10.3 Unless you expressly instruct to the contrary, we shall be entitled to:
- 10.3.1 release the information nominated in clause 112.6 of NZS 4541:2013 and/or sprinkler inspection reports to listed fire protection contractors, building owners, property managers, body corporate managers, consulting engineers and architects involved in maintaining or altering or extending the building; and
 - 10.3.2 release copies of inspection reports to insurers, reinsurers and risk advisors involved in the buildings/your insurance programme.

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 advices 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** or **your** agents provide to **us** in accordance with the **Privacy Act** and any other applicable privacy or data protection laws regulating the collection, storage, use and disclosure of "personal information" as defined in the **Privacy Act**. 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, loss adjustors or reinsurers and other product or service providers which may provide **us** with additional support in connection with **our** provision of the **services**.
- 12.2 **You** agree that **we** may disclose personal information **you** or **your** agents disclose to **us** for the purposes of providing the **services**, to third parties located overseas and that these parties may

not have comparable data protection laws to those contained in the **Privacy Act**. Where applicable, **you** will obtain the prior written consent to disclose the personal information of persons other than **yourselves** to **us** for the purposes of providing the **services**.

- 12.3 **You** agree that **we** may disclose personal information that **you** or **your** agents have provided to **us** to the Financial Markets Authority if required by it to do so.
- 12.4 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**.
- 12.5 **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.
- 12.6 **You** may access our Privacy Policy on our [website](#).

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 keeping **your** policy documents, paperwork and correspondence 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 **you** with 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 2015** 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. Where required, both parties will consult, coordinate and cooperate with each other in respect of shared duties under the **Health and Safety at Work Act 2015** so far as is reasonably practicable.

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 result in additional charges being incurred which will be invoiced to **you**.

20 Termination

- 20.1 Either party can terminate this **agreement** by providing the other party with 30 days' written notice of termination (expiring on or after any agreed fixed term).
- 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;
 - 20.2.2 breach by the other party of regulatory requirements (other than a minor technical breach); or
 - 20.2.3 breach by the other party of any law relating to bribery or corruption.
- 20.3 This **agreement** may be terminated with immediate effect by **us** in the event of:
- 20.3.1 a transaction contrary to **Aon's** trade sanctions policy referred to in clause 8; or
 - 20.3.2 dishonest or fraudulent acts or omissions by **you** or **your** agents, 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 this **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 Complaints

- 21.1 If **you** have a complaint about **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. Please contact **your Aon** broker or branch manager at **your** local office by telephone, email or in writing. **You** will find the address and phone number of **your** local office on **our** website at www.aon.co.nz.

21.2 You can also access our service issues and complaints policy on our [website](#). Alternatively, **you** can contact **our** complaints manager on +64 9 362 9000 or **you** can email details of **your** complaint to **us** in writing at nzfeedback@aon.co.nz.

21.3 If **you** are a retail client (or if we mutually agree), in respect of the **Risk Services**, if **your** complaint remains unresolved, or if **you** are dissatisfied with **our** response to **your** complaint, **you** may refer the matter to Financial Services Complaints Limited (**FSCL**) (subject to their terms of reference) by emailing complaints@fscl.org.nz or calling 0800 347 257. There is no cost to **you** to ask **FSCL** to independently review **your** complaint however **you** must contact **FSCL** within 2 months from the date of **our** final decision. If **you** do not contact **FSCL** within this time, they will be unable to assist **you**. Full details on the **FSCL** scheme can be obtained on their website www.fscl.org.nz.

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** or with any of **your** affiliates.

22.2 **You** must not use the services of any employee or ex-employee of **ours**, either directly or through a third party, for a period of six months following the end of any involvement by that employee in the provision of the **services** to **you**. A breach of this condition will render **you** liable to pay **us** liquidated damages equal to six months' **remuneration**.

23 AGRC Services Subcontracting

We may subcontract any part of the **AGRC Services** but will continue to be **your** primary point of contact with regards to the **AGRC Services**.

24 General

24.1 **We** may make changes to these terms from time to time to accommodate changes in law, regulation or business practice or the introduction of new services or a variation to **our services**. If **we** do, **we** will notify **you** in writing at least 30 days before those changes take effect. **Your** acceptance of further services and/or payment of amounts due after the date **we** notify **you** of a change is deemed acceptance of those changes. If **you** do not want to accept the changes, **you** are entitled to terminate this agreement by giving **us** written notice before the changes take effect. A change to what is included as a **Restricted Territory or Party** will not affect the rights and obligations set out in this clause.

24.2 **Our** relationship with **you** is governed by New Zealand law and the New Zealand Courts have exclusive jurisdiction.

24.3 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:

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

24.3.2 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 this **agreement** will not be affected or impaired.

24.4 If **you** have any queries about the **services** **we** offer, please contact your broker or **our** head office on +64 9 362 9000.

25 Definitions

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

25.1 **AGRC Services** – services provided by Aon Global Risk Consulting as defined in the service level proposal provided to **you**, and/or other services as agreed in writing with **you**.

25.2 **Aon** – Aon New Zealand, also referred to as **we/us/our**.

- 25.3 **Aon Group** – the global group of companies held by Aon plc (NYSE: AON).
- 25.4 **AonMe** – an Insurance Facility providing a range of domestic insurance products.
- 25.5 **EQ Cover Premiums** – premiums in relation to the Earthquake Commission's natural disaster insurance for personal property, homes and land, as outlined in the relevant legislation (Earthquake Commission Act 1993 and accompanying regulations).
- 25.6 **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.
- 25.7 **Insurance Facility** – products that **we** have designed and developed with insurers to cater for **our** clients in similar situations with similar risks and needs which combine competitive pricing and quality cover underwritten by reputable insurers.
- 25.8 **LHB Services** – insurance services and/or related advice specifically in connection to life, health and benefits.
- 25.9 **premium** – the amount payable to an underwriter including relevant statutory charges for insurance placed or renewed by **us** on **your** behalf under this **agreement**.
- 25.10 **Privacy Act** – Privacy Act 2020.
- 25.11 **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.
- 25.12 **remuneration** – a fee, charge and/or commission from **you** and/or insurers for the **services we** provide to **you**.
- 25.13 **Restricted Territory or Party** –
- (a) a country or party which is subject to restrictions under New Zealand or other sanctions regimes (which may change from time to time) and which includes Cuba, Syria, Iran, North Korea, and the Crimea territory; or
 - (b) any individual or group included as a Specially Designated National (blocked person) by the Office of Foreign Asset Control of the United States Treasury Department.
- 25.14 **Risk Services** – insurance services and/or related advice, including **LHB Services**.
- 25.15 **services** – the provision of **Risk Services** and/or **AGRC Services** (as applicable to **you**) and any other services we mutually agree in writing to be provided.
- 25.16 **You** – an **Aon** client who instructs **us** or for whom **we** may provide **services**.

26 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.