



# Standard Terms and Conditions of Business of

Name	FSP License No	Registration Number	Address
Aon South Africa (Pty) Ltd	20555	1978/004501/07	The Place, 1 Sandton Drive, Sandhurst, Sandton, South Africa   P O Box 78367, Sandton, 2146
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**("Aon/us/we/our")**



## 1. Introduction

- 1.1. These standard terms and conditions of business set out the terms and conditions of business in respect of the relationship between us and our clients and will apply where we render Services to the Client or place insurances on behalf of our Clients, irrespective of whether or not there is a signed agreement in place.
- 1.2. These standard terms and conditions of business (as amended from time to time) together with any Confirmation, additional terms referred to in these standard terms and conditions of business and the Confirmation and other terms and conditions that may be communicated or made available by us from time to time constitute the entire agreement between us and the Client and supersede all prior communications, agreements and understandings of the parties.

## 2. Definitions

In these standard terms and conditions of business, the words used shall bear the meaning assigned to them below:

- 2.1. "Additional Services" means services which do not constitute Intermediary Services.
- 2.2. "Advice" means advice as defined in the FAIS Act.
- 2.3. "Affiliate" means, with respect to a party, an entity that is Controlled by, Controlling or in the common Control with that party, where "Control" means the power to direct or cause the direction of the management of policies of an entity, whether through the ownership of voting shares, by contract or otherwise.
- 2.4. "Aon/us/we/our" means the Aon entity listed in the table above providing the Services to the Client and includes its Affiliates.
- 2.5. "Beneficiaries" means all of your Affiliates and agents and/or natural persons (including employees) that are beneficiaries or recipients of the Services provided by us and/or our Affiliates.
- 2.6. "Client/you/your" means the party to whom we render the Services.
- 2.7. "Confirmation" means an agreement and/or letter and/or agreed quote and/or agreed proposal and/or invoice or any other document which sets out the Services that we render to the Client.
- 2.8. "ECT Act" means the Electronic Communications and Transactions Act, 25 of 2002 and any amendments thereto from time to time.
- 2.9. "Electronic Signature" means, notwithstanding any definition contained in the ECT Act, an electronic signature generated via a reputable platform with a unique security ID code together with a summary generated by the platform.
- 2.10. "FAIS" means the Financial Advisory and Intermediary Services Act, No. 37 of 2002, as amended from time to time.
- 2.11. "General Data Protection Regulation" or "GDPR" means the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Information and on the free movement of such data (Regulation (EU) 2016/679), which came into force in the European Union on 25 May 2018, along with the codes of practice, codes of conduct, binding regulatory guidance and standard clauses and other related legislation, as updated from time to time.

- 2.12. "Insurance Act" means the Insurance Act 18 of 2017 and any amendments thereto from time to time.
- 2.13. "Insurer(s)" means an insurer licensed in South Africa or elsewhere to provide non-life insurance.
- 2.14. "Insurance Policy/ies" means a non-life insurance policy as defined in the Insurance Act.
- 2.15. "Intermediary Services" means "services as intermediary" as defined in the STIA.
- 2.16. "Parties" means us and you together and "Party" means us or you.
- 2.17. "Personal Information" means any information relating to (i) an identified or identifiable natural person as defined in the GDPR and/or POPIA and, (ii) an identified or identifiable legal entity as defined in POPIA.
- 2.18. "POPIA" means the Protection of Personal Information Act, 4 of 2013 (as amended from time to time) and all regulations promulgated in terms of it.
- 2.19. "Representatives" means all or any of our Affiliates, our employees or agents and our Affiliates' employees or agents.
- 2.20. "Services" means the services to be rendered by us to you which includes Intermediary Services and/or Additional Services, as set out in the Confirmation.
- 2.21. "STIA" means the Short terms Insurance Act 58 of 1998 as amended from time to time and all regulations promulgated in terms of it.
- 2.22. "VAT" means value added tax.

The words "execute," "execution," "signed," "signature," and words of like meaning shall be deemed to include Electronic Signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the ECT Act.

"Writing" includes emails and voice recordings.

### **3. Services**

- 3.1. In our capacity as a licensed Financial Services Provider, we provide Intermediary Services in respect of Insurance Policies provided by Insurers and Additional Services which are generally set out in the Confirmation.
- 3.2. We will render the Services in accordance with these standard terms and conditions of business. The Services provided in respect of a Client are such Services which have been agreed between us and the Client whether formally or tacitly from time to time.

### **4. Duties of the Client**

#### **4.1. General:**

- 4.1.1. You undertake to:
  - 4.1.1.1. notify us of any change of your contact details in writing.
  - 4.1.1.2. ensure that premiums and fees are paid promptly in accordance with policy terms and conditions read together with any other policy or premium or fee documentation.
  - 4.1.1.3. provide complete and correct information whenever required.
  - 4.1.1.4. act in good faith towards us.

4.1.1.5. respond timeously to any requests in respect of your Insurance Policies in particular when they are due for renewal.

4.1.1.6. carefully read all confirmations of cover, schedules, policies and other documents as soon as received to ensure that they meet your requirements and that any errors are reported and rectified as soon as possible. We will assume that the information is correct should you not provide any feedback in this regard within 14 (fourteen) days after we have sent the documents to you using the contact details provided by you. Correction of errors may not always be possible to backdate to inception of the Insurance Policy.

4.1.2. In the event that you are a juristic person, you warrant that the director or officer or partner or employee who represents you in your dealings with us, is duly authorized to do so.

#### 4.2. **Duty of Disclosure:**

4.2.1. You are obliged to disclose, before an Insurance Policy is concluded, each and every "material" circumstance or information which may in any way affect the assessment of the risk and the decision of the Insurer to insure the risk, as well as determining the appropriate premium. The obligation of disclosure is not limited to material circumstances or information of which you are aware but also extends to those circumstances of which you ought to be aware of in the ordinary course of your business. This obligation continues throughout the duration of any Insurance Policy.

4.2.2. If there is any breach of duty to act with utmost good faith or failure to disclose any material circumstance or information to Insurers, Insurers may be entitled to void the Insurance Policy from inception or repudiate claims.

4.2.3. The duties of utmost good faith and full disclosure are also applicable to the renewal, extension, amendment of any Insurance Policy or replacement of cover with a new Insurer as well as to the making of claims or wherever you are required, under the terms of the Insurance Policy to provide information to Insurers.

4.2.4. You must take care to ensure that all the information provided to us is timeous, accurate and complete. This duty of care will apply to all information that you provide to us including any risk reports and your affirmation of information that was provided by us to you, at your request as an Additional Service to assist you in your risk management efforts.

4.2.5. You agree that you will not hold us liable, and you waive any claim against us for any loss or damages suffered by you as a result of incorrect/incomplete information being furnished to us.

#### 4.3. **Proposal forms for Insurance Policies:**

Certain classes of insurance require you to complete a proposal form or questionnaire. We will provide Advice and assistance you may reasonably require, but we cannot complete or sign the form on your behalf. In completing a proposal, claim form or other document relating to an Insurance Policy, the provision and accuracy of all answers, statements and/or information is your sole responsibility.

#### **4.4. Risk Information:**

- 4.4.1. You will be required to immediately advise us of any material change which may in any way affect the assessment of the risk and the decision of the Insurer to insure the risk and to determine the premium at which such risk to be insured. You are required to provide updated risk information to us including but not limited to claims information which will be used for the purposes of obtaining renewal or updated terms from Insurers.
- 4.4.2. All insured values / sums insured provided or accepted by you are deemed to be adequate for your purposes and to include VAT at the prevailing rate (unless otherwise stated).
- 4.4.3. If insured values / sums insured are too low and you are under-insured, then the term known as average ("Average") will apply. Average means that if the value of the property is greater than the sum insured, you shall bear the risk of the difference in value. You bear the responsibility to ensure the adequacy of sums insured, and we shall not be liable in any way in the event that you are underinsured, and Average applies.
- 4.4.4. You are reminded that should the subject matter of the insurance or the nature of the risk be altered in such a way as to increase the risk insured under the Insurance Policy, the Insurer must be given prior written notice so as to enable it to either continue to provide cover on an unchanged basis or impose additional terms and conditions and/or an additional premium. Failure on your part may lead to Insurers rejecting any claim in respect of the increased risk. Where the subject matter of the insurance is so altered as to make it a different risk (as opposed to increasing the risk), Insurers may consider themselves not to be on risk.

#### **5. Global Accounts / International Insurance Programmes:**

In the event that we arrange insurance coverage for you and you are part of a group of companies / entities that falls under an international insurance programme arranged outside of South Africa by one of the other Aon companies or another broker, then you agree that:

- 5.1. you will have no claim against us, whether in contract or in delict, relating to such programme and that our contractual or delictual liability only relates to the insurance coverage arranged by us for you in South Africa.
- 5.2. if you or one of your related companies, employees or agents claims against us, in relation to such international insurance programme, then you agree to indemnify and hold us harmless in respect of such claim, as well as all related liabilities in respect of such claim, including costs and expenses incurred in resisting such claim.

#### **6. Provision of Insurance Premium Costings**

- 6.1. We will, when providing a quotation for the placement of your insurances, use our best efforts to ensure its accuracy and that we can place it at the quoted price.
- 6.2. In cases where we are requested to provide estimated terms without approaching the market, we cannot confirm the final premium until we have agreed the costing and terms with Insurers.
- 6.3. We will inform you of the premium payable to Insurers as well as when the payment is due together with the terms and conditions and of the scope of coverage which has been agreed with them.

## 7. Renewal of Cover

- 7.1. Unless otherwise agreed or stated by your insurer or in your Insurance Policy, we will renew your cover in accordance with expiring sums insured and/or limits. We will advise you in writing of the proposed renewal terms including any amendments. All proposed amendments to your Insurance Policies will be deemed to take effect on the renewal date. It is your responsibility to advise us of your renewal requirements before the expiry of any period of insurance cover and should you not accept the proposed amendments, you will be obliged to immediately inform us in writing.
- 7.2. We will not be held liable for any loss and/or damages where you have failed to provide written instructions regarding the renewal of Insurance Policies.

## 8. Confirmation of Cover

We will confirm that we have placed cover or effected your required changes as soon as reasonably possible.

## 9. Aon Products

We design, develop and own Aon products for specific risks or niche market requirements and appoint selected Insurers to underwrite the Insurance Policies that form part of such Aon products. Where appropriate, we may recommend an Aon product when we are of the view that it is appropriate for your needs. Insurers may pay us additional remuneration in recognition of the additional work required to develop, design and manage these Aon products. Extra remuneration paid to us by Insurers will be disclosed to you. These Aon products are only available to our clients. In the event that our appointment as your broker is terminated, you will no longer be able to access these Aon products. This means that if you go directly to the Insurer that underwrites the Aon product or another Insurer or obtain cover via another broker, you will not be able to access the Aon product.

## 10. Payment of Premium and Fees

- 10.1. Details of the amount of premium due in respect of your Insurance Policies together with the frequency of payment and the manner of premium payment are contained in the policy schedule and / or our premium notification.
- 10.2. You are responsible for the payment, in full of the premium. Your Insurance Policy will state that all premiums are payable on or before the inception of cover. If you do not pay your premiums timeously, cover under the Insurance Policy may be jeopardised.
- 10.3. Premiums paid to us are treated as having been received by the Insurer when received in our bank account and claims payments and premium refunds are treated as having been received by you when the money leaves our bank account to a bank account nominated by you.
- 10.4. **Your acceptance of the standard terms and conditions of business and Confirmation constitutes explicit acceptance of all fees, charges and other remuneration for our Services. You will be deemed to have accepted the standard terms and conditions of business and Confirmation whenever we provide any Services to you.**
- 10.5. Where we collect premiums from you for your Insurer, any fee that we may agree with you is payable to us and will appear either on a separate fee invoice or on our premium notification document as a separate charge from the premium, for combined payment by you.

- 10.6. Except by specific agreement from Insurers or ourselves, part payment of premium and our fees, is not acceptable.
- 10.7. In the event of premiums being paid by monthly debit order, you will be required to provide us with a debit order authorisation.
- 10.8. No cash payments will be accepted by us.
- 10.9. You agree and acknowledge that if you fail to comply with any premium payment warranty or condition, the Insurer may have the right to refuse to pay any claims in respect of losses that occur before the premium payment warranty or condition has been complied with.
- 10.10. You agree that we will not be obligated to make any payment of premium on your behalf where we have not received cleared funds from you. This includes, for the avoidance of doubt, where a debit order lapses.
- 10.11. In return for us providing the Services, we will be entitled to be paid a fee and/or commission. Fees are earned in full at the time of the placement of the relevant Insurance Policy and we will be entitled to all fees in respect of the full Insurance Policy period (even where you terminate the Insurance Policy and/or our appointment and/or these terms). Our fees are not conditional upon the successful conclusion of an Insurance Policy and we reserve the right to be paid on a pro rata basis for Services provided prior to placement, on our prevailing hourly rate.

## 11. Claims

- 11.1. Claims, losses or any circumstances which could give rise to a claim must be notified immediately and within any time limit specified in your Insurance Policy. Such notifications can be made either through us or direct to your Insurer and must include all material facts concerning the claim, loss or circumstances. Where circumstances require, we will advise you how to proceed with the quantification and submission of your claim. Where claims are notified through Aon we will monitor and support you through the claim settlement process and advise you of any special requirements advised by your Insurers. Where you report claims directly to Insurers, we will monitor, support and advise at your subsequent notification to us and request.
- 11.2. In the event that we are required to provide advice or services in relation to a claim that we consider to fall outside of the scope of Services provided or as provided for in terms of common law, any relevant legislation and/or any trade practice currently adopted by us, then we reserve the right to determine whether we are in position to provide such advice or services and what the cost of that advice or services should be if we agree to provide same. In such a case we will enter into a separate fee arrangement with you.
- 11.3. In certain circumstances as defined in some insurance policies, Insurers will include pre-agreed claims preparation costs in addition to any loss or benefit payable under the policy. These costs may include, administrative costs, including but not limited to, legal advice, police reports, tracing agents, travelling incurred during the claim's negotiation. Where you ask us to assist in such claim's preparation work, we will charge a fee commensurate with the cost of the work performed for you. You will be liable to us for such costs even if your Insurer declines to admit them under the claim.

- 11.4. Should our appointment as your broker be terminated, any open claims, including copies of records and files pertaining to such claims will be handed over to you or any new intermediary appointed by you. Should you for any other reason require us to continue to handle such open claims through to closure, we reserve the right to charge you a fee for this service in accordance with the activities we perform.
- 11.5. We will retain the documentation relating to your closed claims in accordance with the retention period required by law and our internal documentation retention periods. If you require us to hand over the documentation pertaining to your closed claims to you, please note that we will not retain any copies of such documentation unless required to do so by law.
- 11.6. In certain instances where you have an Insurance Policy in terms of which you are responsible for certain losses within agreed self-insured limits as set out in the Insurance Policy or any similar self-insurance arrangement without an Insurance Policy and you appoint Aon to fulfil the administration, settlement and reporting functions in respect of such losses, Aon will do so under a Claims Management Agreement. The services provided under such agreement will be governed by these standard terms and conditions of business.
- 11.7. If we have agreed to provide Additional Services in relation to your claims and where we incur fees charged by a third-party service provider who is used by us in order to provide the Additional Services to you, you are liable for such third-party fees and shall pay same within 30 days of any invoice being rendered, unless otherwise agreed between us.
- 11.8. You indemnify and hold us harmless against all losses, damages, penalties, interest and costs (including legal fees) that we may suffer as a result of your failure to pay the fees of third-party providers that have been appointed to assist us in the provision of Services as agreed to by you.

## **12. Financial Security of Insurers**

- 12.1. It is our policy to place your cover with reputable and creditworthy Insurers. We do not accept responsibility for, or guarantee, the solvency of Insurers or their ability to pay claims.
- 12.2. If you require us to place all or part of your insurance cover with an Insurer that is not on our approved list of Insurers, we will require your written authorisation to do so and you agree to indemnify and hold us harmless against any loss and/or damages that may arise in this regard.

## **13. Remuneration**

- 13.1. Our remuneration in terms of legislation, comprises of commission for Intermediary Services, binder and outsource fees received directly from the Insurers for any functions they may outsource to us as well as fees we agree with our clients.
- 13.2. We are part of a large financial and professional services group of companies, the Aon Group ("Aon Group"). There are other entities of the Aon Group that may provide services and earn remuneration in connection with insurances we place for you. These services are kept separate and distinct from the Services that we provide to you in order to prevent any conflict of interest. The following are examples (not an exhaustive list) where the Aon Group provides services:



- 13.2.1. The Aon Group has separate reinsurance broking companies that arrange insurance for Insurers (called reinsurance).
- 13.2.2. The Aon Group has separate specialist broking companies that arrange insurance placements into major insurance markets, acting as wholesale brokers.
- 13.2.3. The Aon Group provides various consulting and other services for Insurers.
- 13.3. We will specifically notify you where we have a material interest in any Insurer we recommend, or any other company involved in the Services we provide.

#### **14. Confidentiality of Information**

- 14.1. “Confidential Information” is any information provided by one party to these standard terms and conditions (the “Disclosing Party”) to the other party (the “Receiving Party”) which is non-public, confidential or proprietary in nature.
- 14.2. Except as set out below, the Receiving Party agrees to keep all Confidential Information received from the Disclosing Party confidential and to take appropriate measures to protect the privacy and confidentiality of Confidential Information as well as comply with all applicable laws and regulations.
- 14.3. This obligation of confidentiality will not apply to the extent that:
  - 14.3.1. the Disclosing Party has given prior approval to disclose.
  - 14.3.2. disclosure is normal broking industry practice or required for the purpose of providing the Services (for example to Insurers or prospective Insurers).
  - 14.3.3. we have assigned, sub-contracted or outsourced any of the Services and it is necessary for us to disclose to our assignee, sub-contractor or outsource provider, provided that such persons agree to respect the confidentiality of your Confidential Information.
  - 14.3.4. Confidential Information is, or becomes, available in the public domain without breach of these standard terms and conditions.
  - 14.3.5. Confidential Information is independently developed by the Receiving Party.
  - 14.3.6. Confidential Information is rightfully in the Receiving Party’s possession other than as a result of a breach of any obligation of confidentiality of which the Receiving Party is aware; or
  - 14.3.7. 5 years have passed since the date we ceased to provide the Services to you.

#### **15. Protection of Personal Information**

- 15.1. We agree and record that in order to fulfil the purposes set out in clause 15.2 below, we process your Personal Information and that we will adhere to applicable provisions of POPIA and the GDPR (where applicable) that pertain to processing and transfer of Personal Information.
- 15.2. You acknowledge and understand that we process data (including Personal Information) from you for (i) the delivery of the Services; (ii) the management of our relationship with our clients, including the marketing of products or services to you which may be of interest to you, invoicing, the settlement of disputes and associated business administration; (iii) for adherence to industry standards, and (iv) the development of Aon Group’s products and services (for example conducting benchmarking, market research,

data analysis), and as may be necessary for pursuing Aon's legitimate interests. You hereby consent to the processing of your Personal Information for these purposes. The provision of Personal Information by you is voluntary but should you not provide it we may not be able to provide the Services to you.

- 15.3. In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, we may disclose your Personal Information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend our legal rights.
- 15.4. We will notify you on becoming aware of any unauthorised or unlawful access, loss, destruction, damage or unlawful encryption of your Personal Information by any unauthorised third party in accordance with the requirements in POPIA.
- 15.5. For more information on how we process your Personal Information and your rights, please refer to the Aon [Privacy Notice](#).
- 15.6. You acknowledge that to fulfil the purposes set out in clause 15.2 above, we may need to disclose your Personal Information to Insurers, their agents and consultants and other third parties and you hereby consent to the disclosure of your Personal Information to such third parties. You further understand that due to the global nature of services provided by us, Personal Information may be transmitted, used, stored and otherwise processed outside of the country in which it was submitted. You acknowledge and agree that we may transfer your Personal Information outside the borders of South Africa for the purposes of rendering the Services. You hereby consent to the disclosure and transfer of your Personal Information as set out in this clause 15.6.
- 15.7. You undertake to advise us of any changes to your Personal Information so that we can keep your Personal Information accurate and up to date.

## **16. Ownership and Intellectual Property**

- 16.1. During the term of our appointment, we may provide or produce reports, data, information, materials, software and other goods in connection with the provision of the Services (collectively "Deliverables").
- 16.2. We own all intellectual property rights in all Deliverables, and in all systems, techniques, methodologies, ideas, concepts, information and know-how developed during our appointment (collectively "Aon Know-How"). No right or licence is granted to you in relation to Aon Know-How. We may develop or use Aon Know-How for other clients.
- 16.3. Deliverables are provided solely for your use and are intended only for the specific purpose for which they are provided. Deliverables may not be disclosed by you or used or relied upon for any other purpose and may not be copied, given or made available to any third party without our prior written consent.

## **17. Restriction of our Liability**

- 17.1. We confirm that we have professional indemnity insurance, fidelity guarantee cover and cyber insurance cover.
- 17.2. In no event will we be liable to you for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits).

- 17.3. To the fullest extent permitted by law, and except for damages resulting solely and directly from fraud or intentional misconduct by us, our liability to you for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, delict (including negligence), or otherwise, in connection with or related to all the services (including a failure to provide a service) and all the products we may provide you from time to time shall be limited to a total aggregate amount of R15 000 000.00 (fifteen million Rand), unless otherwise agreed between us in writing (the "Liability Cap"). For the avoidance of doubt, the Liability Cap applies in aggregate to all Services that we may provide to you from time to time (the Liability Cap does not apply per service and/or product provided to you).
- 17.4. The Liability Cap also applies to claims and liabilities asserted by you/your Beneficiaries against:
- 17.4.1. us.
  - 17.4.2. any employee or agent of us; and
  - 17.4.3. our Representatives,
- in each case, in connection with or related to the Services, so that the total of all such claims combined cannot exceed the amount set out in clause 17.3. That amount shall not be deemed varied due to any written confirmation provided by us concerning our professional indemnity insurance coverage.
- 17.5. We and/or our Representatives shall have no liability for any claim or liability arising out of an error or omission by you, your Affiliates or your Beneficiaries.
- 17.6. You expressly agree that if any of the Services are provided by our Representatives, any claim you or your Beneficiaries may have in respect of any acts or omissions of our Representatives may only be brought against Aon and not the individual or Affiliate concerned, each of whom shall have the right to rely on and enforce these standard terms and conditions.
- 17.7. If you engage, or instruct us to engage, a placing broker, co-broker, sub-broker, correspondent broker, enterprise development partner or other person or entity which is not an Aon Affiliate, then you agree that, unless we expressly agree otherwise in writing, we will bear no responsibility for any actual or alleged errors, omissions or other failure of performance by any such broker, co-broker, sub-broker, correspondent broker, enterprise development partner or other person or entity, nor will we be responsible for their compensation unless agreed otherwise in writing.
- 17.8. If you or any of your Affiliates or Beneficiaries claim or make demands against us, our Affiliates and our Representatives for a total amount in excess of the Liability Cap, then you agree to indemnify us, our Affiliates and our Representatives for all liabilities, costs and expenses incurred in excess of the Liability Cap.

## **18. Complaints Procedure**

- 18.1. In terms of FAIS, we have a policy and procedure for handling of complaints. Should you need to lodge a complaint, you may address it to our Compliance Officer (please see the details in the FAIS disclosures attached hereto).

- 18.2. Should any complaint not be resolved to your satisfaction, you may take further steps, including submitting a complaint with the Ombudsman for Financial Services Providers whose details are listed below:

Postal Address: Box 74571, Lynnwood Ridge, Pretoria, 0040

Tel: (012) 470-9080

Fax: (012) 348-3447

Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)

Website: <http://www.faisombud.co.za>

- 18.3. The Ombudsman for Short Term Insurance is available to advise you in the event of claim disputes which are not satisfactorily resolved by the Insurer and/or us:

Postal Address: Box 32334, Braamfontein, 2017

Telephone: +27 11 726 8900

Email: [info@osti.co.za](mailto:info@osti.co.za)

Website [www.osti.co.za](http://www.osti.co.za)

## 19. Termination of our Appointment

- 19.1. Unless agreed otherwise in writing with you, this agreement operates indefinitely and may be terminated by either you or us giving 90 (ninety) days' notice in writing to the other, or immediately if the following should occur.
- 19.1.1. If either party commits a material breach of any of the terms of this Agreement which is not remedied within 7 (seven) working days after the aggrieved party has served a notice calling on the guilty party to rectify the breach, except where such breach is due to a cause beyond the control of either party, or
- 19.1.2. If either party is liquidated, becomes sequestrated, are subject to business rescue proceedings, make a voluntary arrangement with creditors or have a receiver or administrator appointed; or
- 19.1.3. If your Insurance Policy/ies placed through us is terminated for any reason whatsoever by either you or the Insurer.
- 19.2. Where any termination takes place before the expiry of the cover period, any fee for the cover period shall be regarded as having been properly earned in full and will be retained by us.
- 19.3. Termination of our engagement shall be without prejudice to accrued rights and obligations.

## 20. Communications / Notices

- 20.1. All communication between us shall be in writing as defined herein.
- 20.2. Electronic communications and facsimiles received after 5pm on working days (excludes Saturdays, Sundays and public holidays) shall only be deemed to have been received at 9am on the following working day.

## **21. Applicable Law**

This Agreement is governed by and construed in accordance with the laws of the Republic of South Africa. Subject to clause 22, any disputes arising under it shall be submitted to the exclusive jurisdiction of the courts of the Republic of South Africa.

## **22. Dispute Resolution**

22.1. It is agreed that, in the event of a dispute arising between us, we will first try to resolve that dispute by way of mediation.

22.2. If the mediation is unsuccessful within 1 (one) month after it has commenced and the dispute cannot be resolved, the parties can refer the dispute in writing for final resolution to arbitration within 30 (thirty) days of finalisation of the mediation process.

22.3. The arbitration will be held in Sandton, before a single arbitrator in accordance with the rules of Arbitration Foundation of South Africa (AFSA), which arbitration shall be administered by AFSA.

22.4. Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to any court of competent jurisdiction for urgent interim relief.

## **23. Money Laundering / Financial Crime**

23.1. We may be obliged to request you to furnish us with additional information and/or documentation in order to enable us to comply with the provisions of South African and, where applicable, international legislation relating to money laundering / financial crime.

23.2. You undertake to furnish us with whatever information and/or documentation that we may require to comply with our obligations.

## **24. International Trade Restrictions**

24.1. Aon maintains a strict global policy regarding compliance with International Trade Restrictions (the "TR Policy") including, in the United States, those administered by the Office of Foreign Asset Control ("OFAC").

24.2. In summary, the TR Policy takes into consideration applicable laws, including those that relate to export controls and designated parties (including parties regarded by OFAC as Specially Designated Nationals), and affects, in particular (but not solely), certain transactions related to countries subject to sanction, prohibition or restriction under UN Security Council Resolutions or under other applicable trade or economic sanctions, laws or regulations (collectively known as "Restricted Territories"). The Restricted Territories under the TR Policy may be subject to change in line with international trade restrictions.

24.3. We expect you to carry out appropriate due diligence to ensure your activities are in accordance with all applicable trade restrictions laws and regulations. We do not assume responsibility for your non-compliance with such requirements. If you become aware that the risk you have insured or are proposing to insure through us involves a Restricted Territory or any other relevant trade restrictions, you should tell us immediately. Where we become aware that an entire transaction is contrary to the TR Policy, then we may not act. If part of a transaction we have been asked to carry out (or have already carried out) would constitute, or constitutes, a breach of the TR Policy, we may not act with respect to that part, whether it involves a placement, renewal, variation of insurance contract, payment, processing, advising, the handling of a claim

or any other service. We will be able to continue to service any other aspects of the account that do not contravene the TR Policy.

## **25. Anti-Bribery and Corruption**

Each party undertakes:

- 25.1. to ensure that no acts of bribery or corruption in breach of any anti-bribery and corruption laws applicable to either party, in relation to the Services, shall take place.
- 25.2. not to do, or omit to do, any act that will cause or lead the other party to breach any anti-bribery and corruption laws applicable to it; and
- 25.3. to keep proper and accurate books and records reflecting any and all payments made, and expenses incurred in connection with the performance of the Services.

## **26. Third Parties**

- 26.1. Any Advice, report or information that we provide is given solely for your benefit and cannot be given to or relied upon by any third party (including your related companies, employees and agents, unless expressly agreed to by us) without our prior written consent. We exclude all liability in respect of any advice, report or information provided to any unauthorised third party.
- 26.2. If you are obliged to procure insurance to meet a contractual obligation, you must take your own independent legal advice on whether the insurance that we recommend satisfies that contractual obligation. We cannot give such legal advice and you irrevocably warrant that you will not seek or rely upon any legal advice from us on such matters for any purpose at any time.

## **27. General**

- 27.1. If any term of the standard terms and conditions of business is found to be illegal, invalid or unreasonable under any applicable law, regulations or material pronouncements, or invalid or unenforceable under codes of conduct, statements of practice, directions or guidelines issued by any regulator or relevant professional body, then such term shall, insofar as it is severable from the remaining terms, be deemed to be omitted from the standard terms and conditions of business and shall in no way affect the legality, validity or enforceability of the remaining terms, which will remain in full effect.
- 27.2. 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.
- 27.3. No failure by a party to enforce any provision of the standard terms and conditions of business and the Confirmation will constitute a waiver of such provision or affect in any way a party's right to require the performance of such provision at any time in the future.
- 27.4. Any provision of the standard terms and conditions of business which contemplates performance or observance subsequent to any termination or expiration of the standard terms and conditions of business shall survive any termination or expiration of the standard terms and conditions of business and continue in full force and effect.

## Disclosures By Aon

We are a licensed Financial Services Provider in terms of the FAIS and are required to make the following disclosures in terms of that act, which also governs aspects of the way we do business. One of the objectives is that you are able to make informed decisions. There are also responsibilities to you, our client.

### Financial Service Provider's Information (Aon South Africa (Pty) Limited)

Business name	Aon South Africa (Pty) Limited		
Head Office	The Place, 1 Sandton Drive, Sandhurst, Sandton, 2196 P O Box 78367, Sandton, 2146 Telephone No +27 11 944 7000 Website: <a href="http://www.aon.co.za">www.aon.co.za</a> e-mail: <a href="mailto:info@aon.co.za">info@aon.co.za</a>		
Registration number	1978/004501/07		
Financial Services Provider no.	20555		
Categories of financial services for which we are licensed to provide Advice and Intermediary Services	<b>Category Description</b>	<b>Advice</b>	<b>Intermediary Services</b>
	Category 1		
	Short-Term Insurance Personal Lines	x	x
	Short-Term Insurance Personal Lines A1	x	x
	Short-Term Insurance Commercial Lines	x	x
	Long-Term Insurance subcategory A	x	x
	Long-Term Insurance subcategory B1	x	x
	Long-Term Insurance subcategory B1-A	x	x
	Long-Term Insurance subcategory B2	x	x
	Long-Term Insurance subcategory B2-A	x	x
	Long-Term Insurance subcategory C	x	x
	Pension Funds Benefits	x	x
	Health Service Benefits	x	x
	Retail Pension Benefits	x	x
Participatory interests in a collective investment scheme	x	x	
Compliance Officer	<b>Customer satisfaction</b> and retention of your business <b>is vital to us</b> and has been one of the aspects of our ongoing success. Feedback on our service is always welcomed (both negative and positive) and complaints and compliments can be addressed to:		
Complaints & Compliments	E-mail <a href="mailto:comments@aon.co.za">comments@aon.co.za</a> Telephone number (011) 944-7000		

	Full details of and access to our complaints resolution policies and procedures are available on our website.		
<b>Financial Service Provider's Information (Aon Limpopo (Pty) Limited)</b>			
Business name	Aon Limpopo (Pty) Limited		
Head Office	30 General Joubert Street, Polokwane, 0699 P O Box 739, Polokwane, 0700 Telephone No +27 15 299 4468 Website: <a href="http://www.aon.co.za">www.aon.co.za</a> e-mail: <a href="mailto:info@aon.co.za">info@aon.co.za</a>		
Registration number	1973/005597/07		
Financial Services Provider no.	12339		
Categories of financial services for which we are licensed to provide Advice and Intermediary Services	<b>Category Description</b>	<b>Advice</b>	<b>Intermediary Services</b>
	Category 1	X	X
	Short Term Insurance Personal Lines	X	X
	Short term Insurance Personal Lines A1	X	X
	Short Term Insurance Commercial Lines	X	X
Compliance Officer	<p><b>Customer satisfaction</b> and retention of your business <b>is vital to us</b> and has been one of the aspects of our ongoing success. Feedback on our service is always welcomed (both negative and positive) and complaints and compliments can be addressed to:</p> <p>E-mail <a href="mailto:comments@aon.co.za">comments@aon.co.za</a> Telephone number (011) 944-7000</p> <p>Full details of and access to our complaints resolution policies and procedures are available on our website.</p>		
Complaints & Compliments			