

Retail Terms of Business

October 2021



AIB'S Retail Terms of Business

Thank you for appointing Affinity Risk Partners (Brokers) Pty Ltd t/a Affinity Insurance Brokers (**AIB, we, us, our**) as an Authorised Representative (No 1288354) of Aon Risk Services Australia Limited ABN 17 000 434 720 AFSL 241141 (**Aon**) as your insurance broker and/or advisor.

These Terms of Business (**Terms**), along with our Financial Services Guide (**FSG**) set out the terms and conditions upon which AIB will provide our services (**Services**) to you (our **Agreement**).

Please take the time to read our FSG carefully as it contains some very important information about the products and services AIB provides. It also explains how we and our representatives may be remunerated and contains details of how we manage conflicts of interest and complaints.

1. Acceptance and Term

- 1.1. You will be taken to have accepted this Agreement by continuing to instruct us, unless otherwise agreed in writing with you.
- 1.2. Unless otherwise agreed in writing, this Agreement commences from the day you engage us and continues until either party provides 60 days' written notice of termination (expiring after any initial term we agree with you). Unless otherwise agreed in writing, all outstanding claims will be passed on to you for future handling from the date of termination.

2. Your Information Obligations

- 2.1. We rely on you to provide accurate, complete and timely information to enable us to perform the Services and to make a fair presentation of the risk to your insurers. You must comply with your legal duty to disclose all material facts when entering into a contract of insurance. You accept full responsibility for the accuracy of the information provided and appreciate that we will rely on the accuracy and completeness of the information you provide in providing the Services and arranging your insurances. You understand that failure to provide all necessary information to an insurer, whether intentional or in error, could result in the impairment or voiding of coverage.
- 2.2. We also rely on you to carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. 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.

- 2.3. 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 contract of insurance. Failure to advise an insurer of such a circumstance, event or loss could prejudice your rights under an insurance contract.
- 2.4. You agree that all decisions regarding the amount, type or terms of coverage shall be your sole responsibility. While AIB may provide advice and recommendations, you must decide the specific coverage that is appropriate for your particular circumstances and financial position.

3. Remuneration

- 3.1. To the extent permitted by law where we provide insurance broking services, our commission and fees are earned in full at the time of the placement of the relevant policy and we will be entitled to all commission and fees in respect of the full policy period, even if our Agreement terminates early or your policy is cancelled. We may offset such remuneration from any premium refund you are entitled to.
- 3.2. In the event of early termination of our Agreement where we provide consulting services, we reserve the right to be paid for Services provided up to the date of termination at our prevailing hourly rates.
- 3.3. If during the term of this Agreement, you instruct us to perform any additional services or arrange a contract of insurance that was not included in the insurance program at the commencement of this Agreement, we will receive additional remuneration as agreed with you in writing from time to time.
- 3.4. You also agree to reimburse us for all travel and accommodation (including meals) and other out of pocket costs that, with your prior agreement, we reasonably incur in performing the Services.
- 3.5. Please refer to the FSG for further information about the remuneration AIB and Aon may earn for providing our Services.

4. Invoices and GST

- 4.1. Please note that all remuneration referred to in this Agreement or in any invoice, unless clearly stated otherwise, is to be treated as exclusive of GST.

5. Premium Payments and Rebates

- 5.1. You must pay all premiums and other charges on or before the expiry of 14 days from the date of our invoice.

- 5.2. We will advise you if a policy includes a premium payment warranty and you acknowledge that failure to pay the insurer or AIB in sufficient time may result in the insurer having the right to cancel the policy. You may remain liable to the insurer for any premium due prior to cancellation of the policy. Please contact us immediately if you are unable to comply with a premium payment warranty or condition.
- 5.3. We make every effort 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 AIB responsible for any loss you may suffer as a result of the error and its correction.

6. Limitation of Liability

- 6.1. 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.
- 6.2. While we may provide you with information about your insurers' financial standing 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.
- 6.3. To the extent permitted by law, we and our Representatives will not be responsible or liable for:
 - a. any consequential, incidental, indirect or special damage or loss of any kind, including 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;
 - b. the supply by you or others of incorrect or incomplete information (including information that we may use to calculate the premiums and other charges relevant to your insurance) or the failure by you or others to supply information within the time periods reasonably requested by us from time to time;
 - c. the default, negligence, error, omission or lack of care on the part of any person other than ourselves;
 - d. 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; or

- e. any failure or delay on our part where it is due to causes outside our reasonable control, including, but not limited to, 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.

Where "**Representatives**" means our related entities (as defined within the *Corporations Act 2001* (Cth) (**Affiliates**), our employees or agents and our Affiliates' employees or agents.

- 6.4. Our liability (including interest and costs) and the liability of our Representatives in respect of all claims howsoever arising (including in negligence), under or in connection with the Agreement or the Services will be limited (to the extent permitted by law) to A\$3,000,000 in the total aggregate.

7. Confidentiality

- 7.1. We will keep all confidential information received from you confidential and use it solely for the purpose of performing the Services. However, our confidentiality obligation does not apply where you have given written permission otherwise; where disclosure is required to satisfy legal obligations or regulatory requirements; where disclosure is reasonably required to carry out the Services (for example, providing information to current or prospective insurers); where such information is in the public domain; or where the information is rightfully in our possession other than as a result of a breach of any obligation of confidentiality.
- 7.2. You agree that we are entitled to make reference to you in publications, proposals or similar submissions to prospective clients, unless you expressly prohibit such disclosure.

8. Non-Dissemination of Material

- 8.1. 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 accordingly, must not be used for any other purpose without our prior written consent.
- 8.2. 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.

9. Non-solicitation

- 9.1. You agree that you will not, without our prior written consent, employ or engage the services of our employees or agents during the term of this Agreement or during the twelve (12) months following termination of this Agreement.
- 9.2. This clause does not apply where you in good faith, employ or engage our employees or agents who respond to a general advertisement.

10. Intellectual Property

- 10.1. We retain title, copyright, patents and all other intellectual property rights to our knowledge, ideas, concepts, programs, documentation, models, studies and methodologies used, acquired or developed in servicing you.
- 10.2. You acknowledge that we are in the business of providing similar services to other clients and agree to our utilising the same intellectual property and rights in servicing other clients as long as we keep your confidential information confidential in accordance with this Agreement.
- 10.3. Unless otherwise agreed in writing, we retain copyright in all material provided to you or otherwise generated in the course of carrying out the Services.

11. Privacy

- 11.1. We both agree to comply with the Privacy Act 1988 (Cth) (**Privacy Act**) and any other applicable privacy or data protection laws regulating the collection, storage, use and disclosure of "personal information" as defined under the Privacy Act, including the Spam Act 2003 (Cth) and Do Not Call Register Act 2006 (Cth), and do all that is reasonably needed on each of our parts to enable the other to comply with them.
- 11.2. You acknowledge and agree that:
 - a. any personal information that you disclose to us has been collected in accordance with the Privacy Act and that we are authorised to collect such information from you; and
 - b. you have received the attached Aon Privacy Notice and you provide your consent for us to use, disclose and otherwise deal with any personal information (including any "sensitive information" as defined under the Privacy Act) provided to us by you in accordance with the terms of this notice.

- 11.3. If we become aware of a data breach which relates to personal information, the parties will cooperate with each other for the purposes of determining whether the data breach results in real risk of serious harm to any of the individuals to whom the personal information relates and to remedy any such breach in accordance with any applicable laws.

12. Use of Non-personal Data and Information

- 12.1. The Aon Group may provide analytics, consulting and other services to its clients based on the non-personal data the Aon Group collects from you, and your related parties, as part of our engagement with you (**Collected Data**).
- 12.2. These services may include: (i) providing our clients with customised services and recommendations; (ii) identifying client opportunities; (iii) optimising and improving our products, services and operations; (iv) creating industry reports, conducting benchmarking and undertaking market research; (v) providing and developing analytical solutions; (vi) performing statistical, financial and risk modelling, among other services. Aon Group members may earn compensation for providing such services to their clients, service providers, (re)insurers and other business partners.
- 12.3. If corporate clients receive (re)insurance broking services from us, subject to local law restrictions, Aon Group services provided to (re)insurers and other business partners may involve the disclosure of Collected Data about (i) our corporate clients and (ii) their actual and prospective (re)insurance placements. Such Collected Data may include, but may not be limited to: company names, industry codes, policy types, premium and policy expiration dates as well as information about the providers or potential providers of (re)insurance, claims and other loss related services to our clients. The Aon Group provides such services with a focus on creating distinctive value for clients.
- 12.4. The Aon Group may also disclose Collected Data to its service providers to perform certain analytics and other processing services on Aon's behalf. Such service providers are contractually restricted from using or disclosing Collected Data for any other purposes. Other contractual and operational safeguards are in place with all Aon Group service providers to protect the security of Collected Data. Due to the global nature of services provided by the Aon Group, information that the Aon Group receives may be transmitted, used, stored and otherwise processed outside the country where you submitted the information.

12.5. This "Use of Non-personal Data and Information" clause shall supersede conflicting provisions of any other agreements entered into between us, including but not limited to non-disclosure agreements, to the extent such agreement is inconsistent with this clause.

12.6. For the purpose of this clause, "**Aon Group**" means the Aon group of entities worldwide, being Aon PLC, Aon's ultimate parent company, and all its subsidiaries, related/associated companies, affiliates as well as joint ventures of such subsidiaries, related/associated companies and affiliates.

13. AIB's File Retention Policy

13.1. We hold paperwork and correspondence regarding your risk and insurance matters for at least seven years. After this period, we will arrange for the file to be destroyed unless required by law. Please note that we will not consult you before destroying this information.

14. Electronic Communication

14.1. We may correspond with you by electronic communications unless you instruct us not to do so. Electronic communications are not always secure and may be read, copied, lost or interfered with in transit. We are not responsible for any of the risks associated with electronic communication, including loss of data.

15. International Trade Sanctions

15.1. AIB follows a global policy regarding compliance with international trade sanctions laws (the **TS Policy**) including those administered in the United States by the Office of Foreign Asset Control (**OFAC**). Compliance with the TS Policy is mandatory for all AIB staff worldwide, and no exceptions to the TS Policy are permitted under any circumstances. In summary, the TS Policy may apply to certain transactions related to countries including Cuba, Syria, Crimea, Iran and North Korea (collectively known as **Restricted Territories**), restrictions under Australian sanctions regimes or designated or sanctioned parties, including OFAC Specially Designated Nationals (**SDNs**). The Restricted Territories under the TS Policy may be subject to change in line with international trade restrictions.

15.2. If you become aware that the risk you have insured or are proposing to insure through AIB:

- a. involves a Restricted Territory;
- b. involves a designated or sanctioned party (including a SDN or a designated person or entity under Australian law); or
- c. 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.

16. Bribery and Corruption

16.1. We both agree to maintain appropriate policies and procedures designed to ensure that no acts of bribery or corruption will take place. Any breach of anti-bribery or corruption laws by either party will entitle the other party to terminate the Agreement immediately.

17. Electronic Signatures

17.1. Where signatures are required to accept our Agreement, signatures may be provided in digital form (such as DocuSign™) or transmitted only by electronic means (such as via email confirmation, .PDF or facsimile).

18. General

18.1. Our Agreement sets out the entire agreement between us in relation to its subject matter. Our Agreement may be amended from time to time by agreement in writing with you. If any part of our Agreement is or becomes invalid, unlawful or unenforceable, it will be read down or interpreted and enforced to the extent permissible or if this is not possible, it will be severed and the remainder of our Agreement will remain unaffected. New South Wales law governs our Agreement and the courts of New South Wales have exclusive jurisdiction.

About AIB

AIB is an Authorised Representative (No 1288354) of Aon Risk Services Australia Limited, a leading provider of insurance and risk services. It is part of the Aon Group, which is a global leader in the design and provision of insurance, reinsurance, risk and employee benefit services. Aon holds an Australian Financial Services Licence.

If you have any questions about our services or anything in this Agreement, please contact your AIB Client Relationship Manager on 03 8587 7700 or Aon Australia's head office in Sydney on 02 9253 7000.

Published by Affinity Risk Partners (Brokers) Pty Ltd t/a Affinity Insurance Brokers as an Authorised Representative (No 1288354) of Aon Risk Services Australia Limited ABN 17 000 434 720 AFSL 241141.

Level 1, 1265 Nepean Highway
Cheltenham, VIC 3192

Phone (03) 8587 7777

The Aon Privacy Notice

The Aon Group of companies has always valued the privacy of personal information. When Aon collect, use, disclose or handle personal information, Aon will be bound by the *Privacy Act 1988* (Cth) (the 'Act'). This Notice is effective from 1 March 2016.

Why do we collect your personal information?

Aon collect personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in. These include insurance broking and claims management, risk management consulting, and other forms of insurance services (including underwriting of insurance products and reinsurance), employee benefits, premium financing, superannuation and investment advisory services. Aon may also collect personal information for the purpose of conducting analytics processes,

to be able to develop and identify products and services that may interest you, to conduct market or customer satisfaction research or to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of our respective products and services.

Aon may collect information about you because we are required or authorised by law to collect it. There are laws and regulations that affect the provision of our many services and products (as more fully described in the Aon Australia Group Privacy Policy Statement ('Aon Privacy Statement')) and require us to collect certain personal information. These laws may include the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Corporations Act 2001* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Insurance Contracts Act 1984* (Cth).

How do we collect your personal information?

Aon will generally collect information directly from you or your agents, unless impracticable or unreasonable to do so. We may collect it from third parties such as our affiliates or employers, claims administrators, insurance companies, insurance brokers or agents, credit organisations, motor vehicle and driver licensing authorities, financial institutions, medical professionals, third parties who may be arranging insurance cover for a group that you are a part of, law enforcement, dispute resolution, statutory and regulatory bodies, marketing lists and industry databases, publicly available sources, etc.

We may also collect personal information from you through the use of cookies when you visit our websites. Cookies are commonly used to make websites work more efficiently, to enrich the user experience, and to serve advertisements based on past visits to the website. Aon makes use of them for those purposes. To prevent these activities, you need to adjust the settings on your browser to refuse all cookies.

Upon your request, we will take reasonable steps to let you know how we have sourced your personal information, unless it is obvious from the circumstances that you would know or would reasonably expect us to have the information (such as where we are dealing with your advisers).

When you give Aon personal information about other individuals, we rely on you to make them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and those third parties will use it for, and how they can access it. If it is sensitive information, we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

What can happen if you don't provide us with your information?

If you do not provide the information we request, we or those involved with the provision of the service or product may not be able to provide the appropriate type or level of service or product.

To whom can we disclose your personal information?

Aon discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our clients or to enable them to offer their products and services to you.

For instance, we disclose personal information to the relevant product provider and their representatives, our agents and contractors and related companies. We may also disclose your personal information to other parts of the Aon Group, both in Australia and overseas, for other purposes, such as analytics.

Where we arrange premium funding to help spread the cost of your insurance premiums over the year, Aon discloses personal information to the premium funder. Disclosure may also be made to any government, law enforcement, dispute resolution, statutory or regulatory bodies in any country, or as required by a country's laws. In addition to our affiliates, we may disclose personal information to third parties such as contractors, agents, suppliers and service providers.

These affiliates, members of the Aon Group and third parties may be based locally or they may be overseas, including but not limited to the United States of America, the United Kingdom, Ireland, India, Singapore and the Philippines. In circumstances where your personal information is disclosed overseas, Aon will generally take reasonable steps to ensure that we have arrangements in place with such parties that prevent them from using or disclosing personal information for any purposes other than our own. However, by providing your personal information to Aon, you acknowledge that we may not always be able to guarantee that overseas parties are subject to requirements similar to those contained in the Privacy Act and consent to the disclosure on that basis.

If you would like further information about whether your information will be disclosed to overseas recipients, please contact the Privacy Officer at privacyofficer@aon.com

How can I access and correct my personal information or resolve my privacy issues?

If you wish to seek access to or correct the personal information we collected or disclosed about you, please telephone or email your Aon representative. The Aon Privacy Statement contains details about how to make a complaint about a breach of the Act and how we deal with complaints.

If you would like a copy of the Aon Privacy Statement, please telephone or email your Aon representative to request a copy, or access this at our website's privacy section at <http://www.aon.com.au/australia/legal/privacy-policy.jsp>

You can choose not to receive product and service offerings from us (including product or service offerings from us on behalf of our affiliates and business partners) or related bodies, by contacting our Privacy Officer at privacyofficer@aon.com or your Aon representative.

Our contact details

The contact details for our Australian head office are as follows:

Address:

Level 33, 201 Kent Street, Sydney NSW 2000

Switchboard:

+61 2 9253 7000

About AIB

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