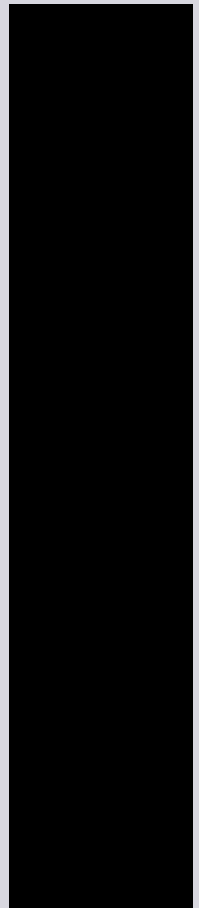
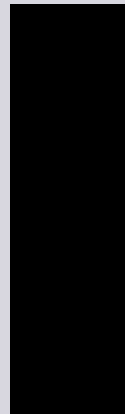
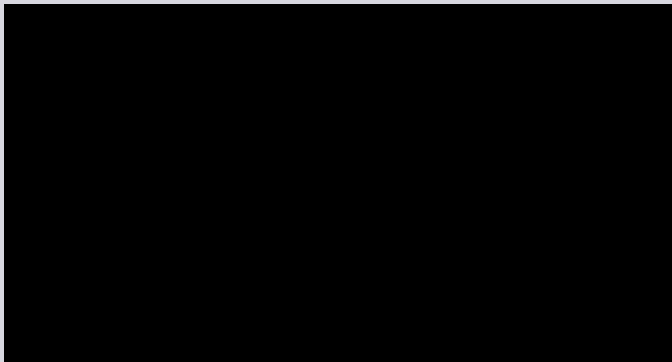


Willis Limited

# **General Terms of Business Agreement**

January 2016





## Scope and Application

The purpose of this document is to describe our professional relationship and the services we will provide to you (except for services, if any, which we are providing under the terms of a separate written agreement executed by you and Willis Limited).

Your direction to bind coverage and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of this document.

In this document “**Willis Towers Watson**”, “**we**”, “**us**” and “**our**” means Willis Limited. Also, insurance includes reinsurance and insurers includes reinsurers.

You should read this document carefully for as well as setting out the terms of our relationship it contains details of our regulatory and statutory responsibilities.

We particularly draw your attention to the following sections:

- Your Responsibilities;
- Our Remuneration;
- Client Money Disclosures;
- Conflicts of Interest; and
- Complaints.

This document takes effect from 5 January 2016 or whenever it is received (whichever is the later) and supersedes any terms of business agreement that may have been previously sent to you by us.

You should contact us if there is anything in this document which you do not understand or with which you disagree.

## Introduction and Status Disclosure

We are a leading insurance intermediary and risk management consultancy. We are also a Lloyd’s broker and are authorised and regulated by the Financial Conduct Authority (“**FCA**”). Our permitted business is arranging general insurance contracts.

Our authorisation (registration number 310186) can be verified by visiting the Financial Services Register which can be found on the website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768 (or +44 20 7066 1000 if you are calling from abroad).

Our ultimate parent is Willis Towers Watson PLC, a company incorporated in the Republic of Ireland and listed on NASDAQ. In this document, Willis Towers Watson PLC, its subsidiary and joint venture companies are each referred to as a “**Willis Towers Watson Company**” and collectively as “**Willis Towers Watson Companies**”.

We offer transactional and/or advisory services for your insurance requirements over a wide range of general insurance products.

We are committed to acting in your best interests at all times in providing services to you. As an insurance intermediary, we normally act for you, and we recommend and arrange insurance with one or more insurers selected from a limited range or a pre-determined panel of insurers, according to the nature of the product required. However, we sometimes act as agent of insurers in relation to the coverage proposed, or insurers may have outsourced to us certain work related to the administration of your contract. We will disclose to you where we act as agent of insurers or provide services to insurers when providing you with information on the coverage proposed.

Generally we act as agent of insurers when insurers have granted us a binding authority or managing general agency, which enables us to accept business on their behalf and immediately provide coverage for a risk. Further, we may arrange lineslips, which enable an insurer to bind business for itself and other insurers, and we may manage these lineslips for such insurers. We may place your insurance business under a binding authority, managing general agency, lineslip or similar facility where we reasonably consider these match your insurance requirements/ instructions. We shall inform you whenever we bind your insurance risk under a facility.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

## Core Services Provided

### Negotiation and Placing

We will discuss with you or your representatives your insurance requirements, including the scope of cover sought, limits to be sought and cost. Upon receipt of your instructions, whether written or oral, we will endeavour to satisfy your insurance requirements.

We will provide you with information about the insurance cover we recommend to you to enable you to decide whether to accept the insurance cover available. We will advise on market structures available to meet your demands and needs and, where appropriate, the relative merits of a single insurer or a multiple insurer placement. As your insurance intermediary we will answer any questions you may have on the proposed cover, its benefits, placement structure, restrictions, exclusions and conditions. You will be responsible for reviewing information on the insurance coverage recommended to

you. If the coverage and terms do not accord with your instructions you should advise us immediately. We shall automatically provide you with details of all the insurer quotations we recommend.

During the course of the placement of your insurance we will endeavour to keep you informed of the progress of our negotiations and identify any inability to obtain the coverage sought by you. We will use reasonable endeavours to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate).

You are responsible for reviewing the documentation we send you confirming that you have coverage with insurers to ensure that it is in accordance with your instructions. If you have any questions about the coverage, limits or other terms and conditions, or concerns that we have not implemented your instructions correctly, please contact us immediately.

Further, you should review the insurance premium payment terms we advise you. All premium payment terms must be met on time or your insurers may have the right to effect a notice of cancellation for non-payment of premium. We shall also advise of any charges additional to the insurance premium.

We will forward any contract documents, if applicable, and any amendments or endorsements to your contract as soon as reasonably practicable.

Where you have received a Client Engagement Guide, we will agree with you separately any additional services which you wish to elect to purchase from us.

Recipients of a Client Engagement Guide should note that the Client Service Plan only

contains marketing information and does not create contractually binding obligations for either party.

### Electronic Trading Facilities

For some markets and some types of risk, electronic trading facilities are available for both the placing and administration (including claims handling) of cover placed on your behalf. Generally speaking, for us to use such facilities, we are obliged to agree the terms and conditions required by the electronic facility provider, as are all users of the system. Agreement by us of such terms will also bind any client on whose behalf we are acting when using such a facility. It is sometimes the case that such terms and conditions alter the usual legal position as to ownership and permitted usage of information and documents submitted to or generated by the facility. Please speak to your Willis Towers Watson Account Executive for further information as to whether any such electronic facilities are used on your behalf in placing or administering your business.

### Insurers

We assess the financial soundness of the proposed insurers we recommend for your requirements using public information including that produced by recognised rating agencies. However, we will not in any circumstances act as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer. As a consequence the suitability of any insurer rests with you and we will discuss with you any concerns you may have.

If requested, we will make available to you factual analysis prepared by the Willis Towers Watson Market Security Department in respect of insurers proposed to be used for your requirements. Further, we can consider market security enquiries on an ad

hoc basis which may be subject to the agreement of additional remuneration.

We also produce the Willis Towers Watson Quality Index ("WQI"), an index through which we capture, analyse and score many insurers based on a wide range of service attributes. We will make available WQI scores relating to your placement to you on request.

### Claims

We will provide claims handling services for the period of our appointment. These services can be continued beyond that point by mutual agreement but will be subject to additional remuneration. Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to insurers, the communication of reports and correspondence in connection with the claim between appropriate parties, and arranging the collection and/or settlement of the claim in accordance with market practice and the terms and conditions of your contract. Our claim handling services will not be provided in the event that claims are to be dealt with by you with insurers directly and furthermore, unless agreed otherwise, our claims handling services do not include the services provided by our insurance claims advocates (see below). We may use third party claims handling services, however, where we intend to do so we shall inform you prior to the inception of the insurance contract.

Where claims are not straightforward or where the complexities of cover or the technical nature of the subject matter cause difficulty in progressing a claim, we have a team of insurance claims advocates who are experienced in negotiating difficult or complex claims, and managing the settlement process. If you wish to avail yourself of the services of our insurance claims advocates, please note that we

reserve the right to charge additional remuneration.

In line with long-standing practice of the marine insurance market and unless agreed otherwise with you, we may earn additional remuneration by way of claims collecting commission at a rate of up to 1% on all amounts collected from insurers by us for the additional claims services provided to you. Claims collecting commission will be earned by us as a reflection of the level of work undertaken and additional support provided in the negotiation and settlement of a loss. We will not charge claims collecting commission where you agree to pay for the services of our insurance claims advocate (see claims section above).

Where we collect claims payments these will be remitted to you as quickly as possible. However, we will not remit claims monies to you before we have received them from insurers. We advise that we may be granted authority by insurers, for example under a binding authority, managing general agency or a lineslip agreement, to settle claims on your insurance. We settle such claims made within the terms and conditions of the authority granted and your contract. It is our policy to refer claims to insurers for settlement decision where we are not able to settle the claim on a 100% basis. Further, if there is a conflict of interest we shall manage it in accordance with our conflicts policy – see Conflicts of Interest below.

## Additional Services

If requested, available and appropriate we may agree to provide you with a number of additional services which fall outside our core service provision. Such services, whether or not they are listed in any Client Service Plan, may be subject to the agreement of additional remuneration.

## Electronic Communications

We may communicate with each other, and with other parties with whom we need to communicate in order to provide services to you, by electronic mail, sometimes attaching further electronic data. By engaging in this method of communication we and you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices).

We will, where practicable, encrypt outgoing electronic mail through the use of opportunistic Transport Layer Security (TLS) and we are able to receive messages sent using TLS. However, if both our and your systems are not configured to support TLS then electronic mail will be sent unencrypted or may not be delivered.

Notwithstanding that we have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and the Willis Towers Watson system shall be deemed the definitive record of electronic communications and documentation.

You should also be aware that Willis Towers Watson's systems security devices block certain file extensions, including but not limited to: .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, and .mpg. Emails attaching such files will not get through to us and no message will be sent to tell you they have been blocked.

## Our Remuneration

Our remuneration for the services we provide you will be either brokerage, which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom your insurance contract is placed, or a fee as agreed with you. If appropriate, and with your consent, we may receive a fee and brokerage.

Brokerage and fees are ordinarily earned for the period of the contract at inception, and unless otherwise agreed with you, we will retain all fees and brokerage in respect of the full period of the contract in relation to contracts placed by us including in circumstances where your insurance contract has been terminated and your insurers have returned prorated net premium. Consistent with long-established market practice, we will deduct our brokerage and other commissions from the premium once received.

We shall disclose the form of compensation we will earn before insurance is purchased.

It may, at times, be appropriate (and for your benefit) for us to use other parties such as wholesale brokers, excess and surplus lines brokers, underwriting managers, managing general agents or reinsurance intermediaries. These parties may also earn and retain commissions for their role in providing products and services for you. If any such parties are Willis Towers Watson Companies, we will disclose the form of compensation they will earn before insurance is purchased.

You may also choose to use a premium finance company or other service provider in connection with the insurance we place for you or the services we provide. If we receive any remuneration from any such service provider by reason of your use of their service, we will disclose to you the amount of

that remuneration before you make a final decision to use that service provider.

In the ordinary course of business we may also receive interest on client and insurer monies from the date we receive the funds until we settle to those due to receive them. We confirm that we shall retain that interest rather than pay it to you or the insurer (as the case may be).

## Placement-Specific Market-Derived Income

We or other Willis Towers Watson Companies have contracts with various insurers under which we provide certain services, such as those under binding authorities, managing general agency and lineslip arrangements (for example, providing statements of the business accepted and the issuance of certificates of insurance cover).

We may also provide reinsurance broking services for insurers. We may also enter into service agreements with certain insurers in order to assist the development of insurance products for our clients.

Under these arrangements we may be paid by the insurers for the services we provide to them in addition to any fees or commissions we may receive from you for placing your insurance cover. These arrangements are detailed further in the attached "Market-Derived Income" addendum.

## Contingent Compensation

Willis Towers Watson may accept certain forms of contingent compensation in locations where they are legally permissible, and meet standards and controls to address conflicts of interest. Because insurers account for contingent payments when developing general pricing, the price our clients pay for their policies is not affected whether Willis Towers Watson accepts



contingent payments or not. If a Willis Towers Watson client prefers that we not accept contingent compensation related to their account, we will request that the client's insurer(s) exclude that client's business from their contingent payment calculations.

## FATCA

The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. FATCA only applies if you are a U.S. company or individual or a non-U.S. company paying premium through a U.S. insurance broker to a non-U.S. insurer. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S. - sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.

## Limit of Liability

Willis Towers Watson's and/or its affiliates' aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Agreement or the services provided hereunder shall be limited as follows:

- i. in respect of personal injury or death caused by Willis Towers Watson's negligence, no limit shall apply;
- ii. in respect of any fraudulent acts (including theft or conversion) or wilful default by Willis Towers Watson, no limit shall apply;
- iii. in respect of other claims, the total aggregate liability of Willis Towers Watson shall be limited to the sum of US\$10 million; and
- iv. subject to clauses (i) and (ii) above, in respect of the following losses: loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any other indirect or consequential loss, Willis Towers Watson will have no liability in any circumstances.

## Your Responsibilities

### Proposal Forms

For certain classes of insurance you may be required to complete a proposal form or similar document. We will provide guidance but we are not able to complete the document for you.

### Disclosure of Information

Our objective is to obtain the best product we can identify in order to meet your insurance needs. In order to make our business relationship work, you must provide complete



and accurate information and instructions in a timely manner, so that we can assist you fully. Please bear in mind that unless you purchase or propose to purchase insurance wholly or mainly for your own personal purposes (i.e. you purchase or propose to purchase a 'consumer insurance'), there is no duty on insurers to make enquiries of you. Where you ask us to arrange insurance wholly or mainly for your own business (i.e. any insurance other than a 'consumer insurance'), you are under a duty to make full disclosure of all material facts and fully and frankly respond to any requests for information made by insurers. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to provide cover for your business, finalising the terms to apply and/or the cost of cover must be disclosed. Failure to make full disclosure of material facts may allow insurers to avoid liability for a particular claim or to void the contract. Where applicable, this duty of disclosure applies equally at renewal of your contracts and on taking out new insurance contracts. Even where you purchase (or propose to purchase) a 'consumer insurance' and therefore this duty of disclosure does not apply, you are still legally obliged to take reasonable care not to make any misrepresentation to the insurer. We will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information, or any misrepresentation made by you.

Please discuss with us if you have any doubts about what is material or have any concerns that we may not have material information, or have any doubt about what the applicable duty of disclosure is.

## Choice of Insurers

If you have any concerns with any insurers chosen for your insurance requirements you must advise us as soon as possible.

## Your Insurance Contract

Although we will check the contract documents we send you, you are responsible for reviewing your contract to ensure that it accurately reflects the cover, conditions, limits and other terms that you require. Particular attention should be paid to any contract conditions, warranties and the claims notification provisions as failure to comply may invalidate your coverage. If there are any discrepancies you should consult us immediately.

## Claims

It is generally the case that claims may become unenforceable by way of legal proceedings (or in some jurisdictions, completely extinguished) if they are not pursued by legal proceedings commenced within the relevant limitation period applying to your claim in the jurisdiction in question. As we are not lawyers, we do not advise on the legal implications of failure to collect and we will not commence legal proceedings or enter into standstill/tolling agreements in order to suspend the application of relevant limitation periods on your behalf. On these issues we recommend you take your own legal advice. It therefore remains your responsibility to monitor the position on limitation periods applying to your claims and to commence legal proceedings in relation to your claims where this is necessary.

Therefore, please carefully consider any claims reporting instructions we provide to you because failure to report a claim in a proper and timely manner may jeopardise coverage of the claim. In addition, you should retain copies of all insurance

contracts and coverage documents as well as claims reporting instructions, as you may need to report claims after the termination of a contract, perhaps long after its expiry date. It is important, therefore, that you keep your contract documents in a safe place.

### Change in Circumstances

You must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance contract.

### Provision of Information

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect proprietary information.

### Payment of Premium

You will provide settlement with cleared funds of all monies due in accordance with the payment date(s) specified in our debit note or other relevant payment documentation ("Payment Date"). Failure to meet the Payment Date may lead to insurers cancelling your contract, particularly where payment is a condition or warranty of a contract. It is imperative that you meet all payment dates. We are under no obligation to pay premium to insurers on your behalf.

### Client Money Disclosures

"Client Money" is any money that we handle in connection with the provision of our services to you, including money that we

receive and hold on your behalf. We will treat all Client Money in accordance with the FCA's rules that seek to protect Client Money in the event of our failure ("Client Money Rules").

We do not pay premium to insurers on your behalf until we have received it from you, nor will we pay claims or other monies due to you before they have been received from insurers (or other relevant third parties). However, in the event that we make any payment on your behalf or make any payment to you prior to our being in receipt of relevant funds from either yourself, insurers or other third parties, we shall be entitled, without prejudice to any other remedy available, to recover that amount by way of deducting that sum from any amount due to you, whether on the insurance upon which we have made payment to you or on your behalf, or on any other insurance we handle for you.

**Cash Accounts.** We will treat any cash balances held by us for you in accordance with the Client Money Rules. This means that such monies are ring-fenced, held separately from our own money, and cannot be used for any purpose other than holding it on your behalf in the course of the provision of services to you. We will hold such cash in a client bank account with a bank approved by an appropriate regulatory authority (an "Approved Bank") which will be a non-statutory trust account as defined in the Client Money Rules. Where such an account is maintained outside the United Kingdom, the legal and regulatory regime applying to the Approved Bank maintaining the account may well be different from that of the United Kingdom and in the event of the failure of the Approved Bank, Client Money held by such an Approved Bank may be treated in a different manner from that which would apply as if it were held by an Approved Bank in the United Kingdom. You may notify us if you do not wish your money to be held in a particular jurisdiction.

Intermediaries. Client Money may be transferred to another person or entity in the United Kingdom (such as another insurance intermediary) for the purposes of carrying out a transaction for you.

Foreign Intermediaries. Client Money may be passed to another insurance intermediary located outside the United Kingdom, and the legal and regulatory regime applying to that Client Money so held may well be different from that of the United Kingdom. In the event of the failure of the insurance intermediary, Client Money may be treated differently than if the money were held by an insurance intermediary in the United Kingdom. You may notify us if you do not wish your money to be passed on to a person in a particular jurisdiction.

Interest. We will not pay you interest, nor account to you for profits earned on Client Money.

Investments. We may invest cash held in the client bank account in accordance with the Client Money Rules. If we do this we will be responsible for meeting any shortfall in the value of the investments held at the time of realising such investments.

Insurers' monies. On some occasions we will receive the premiums you pay to us as agent for the insurers. This will be the case where we place your insurance under a binding authority or where the insurer has agreed that payment of monies to us is payment to the insurer. This means that, in effect, premium has been paid to the insurer as soon as it is received by us. So, if (for any reason) we do not pay those monies to the insurer, you cannot be obliged to pay again. Such money will be held within the client bank account in accordance with the Client Money Rules.

Where we receive monies as agent for an insurer you should note that from the

moment monies are received we are only able to transfer the money to the order of the insurer. Therefore, upon receipt we are not able to return such monies to you or to transfer such monies on to another party without the express consent of the insurer on whose behalf we have received monies.

## Data Protection and Confidentiality

We will at all times treat all confidential information we hold about you as private and confidential and protect it in the same way we would protect our own confidential information. We will not disclose any confidential information we hold about you to others without your prior consent except: (i) to the extent we are required to do so by law or a regulator; (ii) to insurers, surveyors, loss adjustors, IT service providers, administrative support service providers, and other like persons to the extent necessary to provide our services to you in a timely manner; (iii) to loss assessors, lawyers, and other like persons to the extent necessary to enable such third parties to provide information or services you have requested; (iv) to premium finance companies to the extent necessary to enable them to provide you with greater choice in making premium payments; and (v) to other Willis Towers Watson Companies to the extent necessary to facilitate the effective management, administration, or operation of those businesses.

By way of exception to the foregoing, you agree that we may: (i) use any information you provide to create anonymised industry or sector-wide statistics which may be shared with third parties, on the condition that unless we have obtained your consent, information specific to you will not be revealed other than on an anonymised basis and as part of an industry or sector-wide comparison; and (ii) share information concerning your insurance arrangement with insurers where this is necessary to enable insurers to decide whether to participate in any arrangement

made by Willis Towers Watson whereby participating insurers agree to automatically insure (wholly or partly) a portfolio of risks without making underwriting decisions on a case by case basis for individual risks within such portfolio. Remuneration Willis Towers Watson receives for administering such arrangement (also known as “Facility”) is described in the Market-Derived Income addendum.

If you provide us with any information which constitutes ‘personal data’ (including any ‘sensitive personal data’), we will treat such information at all times in accordance with the Data Protection Act 1998 and in the manner described within our privacy notice, which can be found online at <http://www.willistowerswatson.com> and you agree that we and other Willis Towers Watson Companies may hold and process such information: (i) in order to provide our services to you; (ii) to facilitate the effective management, development or operation of the Willis Towers Watson Companies; and (iii) in any country – including countries outside the European Economic Area, which may not have comparable data protection laws.

You agree that you will not provide any information which constitutes personal data (including any sensitive personal data) to us unless you have ensured that you have obtained all necessary consents and provided any required notices, or that you are otherwise permitted to provide such information to us, so that such information you provide to us can be lawfully used or disclosed in the manner and for the purposes anticipated by this Agreement. You will also ensure that any such information you do provide to us is relevant for such purposes, and is reliable for its intended use, accurate, complete and current.

## Ethical Business Practice

We do not tolerate unethical behaviour either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, rules, regulations and accounting standards.

## Sanctions

The sanctions profile of different business(es) may differ on the basis of a number of complex factors, which may include, ownership, structure, control, location, the nationality of employees. We are unable in any circumstances to give advice on the applicability of sanctions regimes either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions regimes. As a consequence you are reminded that applicable sanctions remain a matter for you and you should take such legal advice as you deem appropriate in this regard. You should inform us of any insurance requirements you have which touch upon or are linked to sanctioned territories.

We will comply with all applicable sanctions regimes and legislation (whether currently existing or implemented in the future) and you are advised that where obliged by applicable sanctions legislation we may have to take certain actions which include but may not be limited to the freezing of funds held on behalf of parties and individuals caught under applicable sanctions. We cannot be held responsible for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanctions policy restrictions and constraints.

The applicability of Export Control legislation to certain transactions may differ on the basis of a number of complex factors and our obligations may be different from yours

depending on the nature of the insurance, structure of the product and place of incorporation of the insured or geographical cover provided. The nature of risks insured may also have a bearing on our position and the position of other parties within the market. We cannot provide you with legal advice however we advise that where we are required to make licence applications or notifications or undertake any other activity as a matter of law Willis Towers Watson will comply with applicable law.

## Conflicts of Interest

Circumstances may arise where we may find we have a conflict of interest or otherwise have a material interest in or related to a matter in respect of which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster, or, we may find that the interests of two of the clients for whom we act conflict.

We have conflict management procedures and we seek to avoid conflicts of interest but where a conflict is unavoidable we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests; and, if a conflict arises for which there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.

## Complaints

Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact our Compliance Officer at 51 Lime

Street, London EC3M 7DQ. We will advise you of the person dealing with your complaint and we will send you a copy of our complaints procedure. If you are not happy with the response to your complaint and are an eligible complainant you have the right to refer your complaint for adjudication to the Financial Ombudsman Services, Exchange Tower, Harbour Exchange Square, London E14 9SR, Telephone: 0800 023 4567 (from landlines), 0300 123 9123 (from mobiles), and +44 20 7964 1000 (when calling from abroad), website: <http://www.financial-ombudsman.org.uk>.

You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") should we be unable to meet our obligations. Details of the circumstances in which you can make a claim – and instructions on how to do so – can be found on the FSCS website: <http://www.fscs.org.uk>.

You are also able to call Willis Towers Watson to comment upon our service. The freephone number allowing you to do so can be found on our website <http://www.willistowerswatson.com>.

## Termination

Our services may be terminated either by us or you upon the giving of one month's notice in writing to the other or as otherwise agreed. In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage payable (whether or not the same have been received by us) in relation to contracts placed by us.

## Amendments

You agree that we have a right to amend this document by sending you either a notice of amendment in writing or a revised Terms of Business Agreement. Any amendment will apply in respect of any service transaction



entered into by us after notice of the amendment is given, and may take effect either immediately or at such later date as the notice may specify. We will however give you at least ten business days' notice of any change.

## Entire Agreement

This document and any amendment constitute the entire terms on which we will provide general insurance business with you and no alternative will have effect unless issued or agreed by us in writing.

## Money Laundering and Proceeds of Crime Act

To comply with United Kingdom money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other Willis Towers Watson Companies and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilise the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to United Kingdom regulatory agencies that may use this information.

## Third Party Rights

Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999, except by Willis Towers Watson Companies.

## Governing Law

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.

Date: 5 January 2016

### Willis Limited

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[www.willistowerswatson.com](http://www.willistowerswatson.com)

Willis Limited, Registered number: 181116 England and Wales

Registered address: 51 Lime Street, London, EC3M 7DQ.

A Lloyd's Broker. Authorised and regulated by the Financial Conduct Authority.

# Addendum – Market-Derived Income

We or other Willis Towers Watson Companies have contracts with various insurers under which we provide certain services, such as those under binding authorities, managing general agency and lineslip arrangements (for example, providing statements of the business accepted and the issuance of certificates of insurance cover).

We may also provide reinsurance broking services for insurers. We may also enter into service agreements with certain insurers in order to assist the development of insurance products for our clients.

Under these arrangements we may be paid by the insurers for the services we provide to them in addition to any fees or commissions we may receive from you for placing your insurance cover. These arrangements include:

## Contingent Compensation

Willis Towers Watson may accept certain forms of contingent compensation in locations where they are legally permissible, and meet standards and controls to address conflicts of interest. Because insurers account for contingent payments when developing general pricing, the price our clients pay for their policies is not affected whether Willis Towers Watson accepts contingent payments or not. If a Willis Towers Watson client prefers that we not accept contingent compensation related to their account, we will request that the client's insurer(s) exclude that client's business from their contingent payment calculations.

## WillPLACE

WillPLACE, a proprietary online tool, provides Willis Towers Watson brokers with access to global placement information so that we can seek to develop solutions for you with appropriate markets at competitive prices and terms. Some insurers pay Willis Towers Watson an Administration and Maintenance Fee for reporting on their book of business. Some of these insurers pay Willis Towers Watson an additional fee: (i) equal to 1% of the premium cost for placements matched through the WillPLACE system; or (ii) negotiated as a fixed fee, including where required by the law of a particular jurisdiction, or where such services are provided under a broader agreement covering a range of carrier services. Insurers have agreed that they will bear this fee as part of their operating costs and not to increase premiums directly payable by Willis Towers Watson's clients.

## Global360 Facility – Global Specialties Clients Only

Willis Towers Watson has developed a facility for business placed through our London Global Specialties businesses called Global360, which offers underwriting capacity for specialised risks and under which Willis Towers Watson provides a range of services to participating insurers. A separate fee is paid by such insurers for the delivery of these services to them. This fee is calculated within a range, depending on the scale of services provided, further details of which we will identify to you prior to placement. Insurers have agreed that they will bear this fee as part of their operating costs and not to increase premiums directly payable by Willis Towers Watson's clients.

## FINMAR – FINEX Global Clients Only

A separate Business Unit within Willis Towers Watson, FINMAR Market Services, provides a wide range of services direct to



certain insurers that place business for FINEX Global clients. A separate fee is paid to FINMAR Market Services by insurers for the delivery of these services to them. This fee is calculated within a range of 3.125% and 6.25% (plus VAT) of the overall premiums placed depending on the scale of services provided. Insurers have agreed that they will bear this fee as part of their operating costs and not to increase premiums directly payable by Willis Towers Watson's clients.

### Panels

Willis Towers Watson develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the panel process. Your Willis Towers Watson broker will provide you with additional information on Willis Towers Watson Panels upon request.

### Brokerage on Fee Business

In some territories outside of North America, Willis Towers Watson obtains brokerage on business where our client pays us a fee. Our intention is to seek remuneration for work that Willis Towers Watson carries out for all parties in the insurance transaction but for which Willis Towers Watson is not otherwise sufficiently compensated. Some examples of this are the vastly-increased cost of regulation, distribution and infrastructure costs. This brokerage that Willis Towers Watson receives is a set percentage and is not contingent on achieving any level of growth, retention or profit on the business concerned. You can choose to exclude your

placements from being included in any of these carrier agreements.

### Subscription Market Brokerage

Willis Towers Watson adds Subscription Market Brokerage in some of its core specialty businesses that place business into the subscription markets, predominantly in London. The principles underlying this Subscription Market Brokerage program include the following:

- Willis Towers Watson is required to handle increased infrastructure costs such as those arising from presentations to and negotiations with multiple entities in the subscription market;
- Willis Towers Watson performs additional administrative, regulatory, accounting and support functions in order to complete subscription market placements. These functions benefit our clients and insurers; and
- Working groups of insurers in the subscription market recognize these additional costs and agree that a negotiated percentage of the premium to account for these costs is appropriate and helps assure competitive access to that market.

Willis Towers Watson believes that the best way to defray the cost of these functions is through this brokerage. We will disclose the receipt of Subscription Market Brokerage to you.

### Facility Administration Charges and Profit Commissions

Willis Towers Watson operates a number of "facilities" (Binders, Lineslips, Programs, MGAs and Arrangements) under which we undertake a number of tasks. Some of those tasks are purely for the benefit of our clients,

others are services that an insurer would be expected to perform.

Willis Towers Watson's remuneration may reflect this multi-beneficiary approach with what is known as a facility administration charge that covers the cost of these activities. A facility administration charge is additional to the fee or brokerage that Willis Towers Watson receives for placement and other services to clients. We will disclose any such charges to you.

These facilities typically apply to straightforward, small business lines or specialist product areas, for example, commercial combined, motor, personal lines, personal accident and terrorism.

The type of business written in these facilities tends to be high-volume, low-premium business that would not be viable for insurers to write individually on the open market. By grouping this business together, clients enjoy the benefits of a broad product, suited to their needs and the cost savings of collective buying power.

In a very limited number of cases a portion of our remuneration may be driven by the underwriting profitability of the facility. There is a potential for us to earn such "profit commissions", but, because this business is grouped together, it is not possible to determine the extent to which the profitability of a book is affected by any single client.

### **Willis Limited**

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