



# City of Hollywood, FL

## Renewal Proposal Marina Storage Tank Liability

*Policy Period: December 7, 2024  
to December 7, 2025*

Presented: November 13, 2024

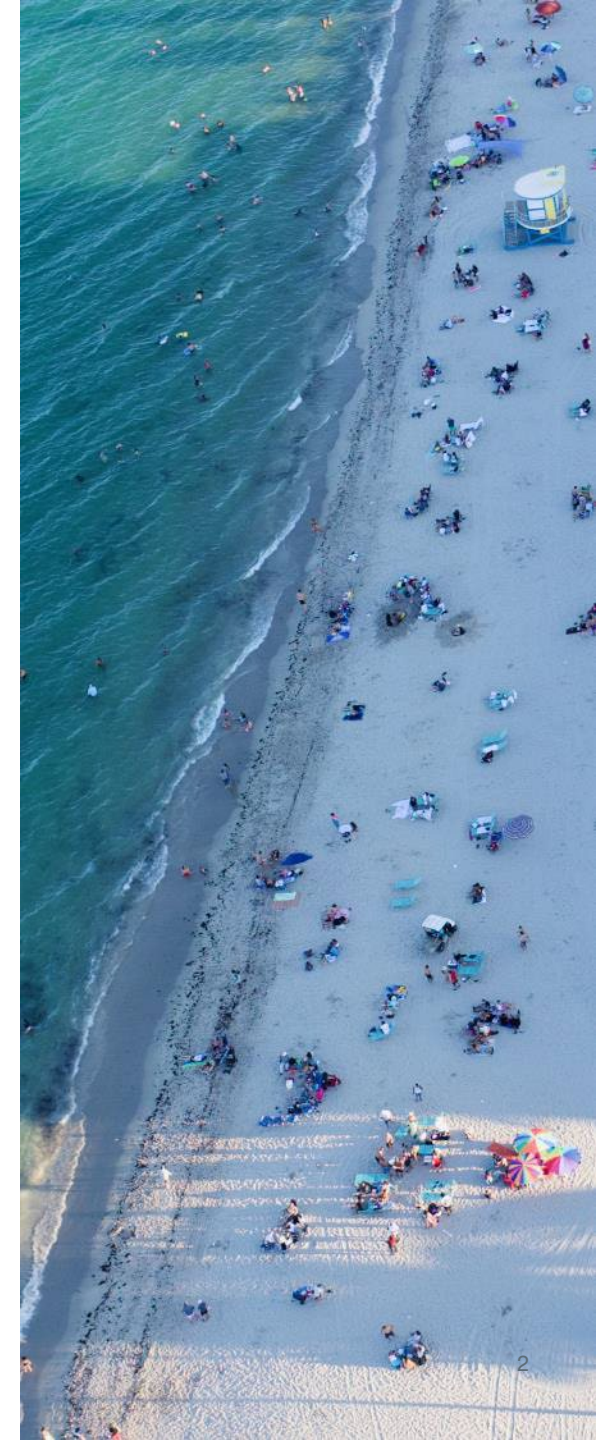


# Contents

Executive Summary.....	3
Insured's Acknowledgement and Instruction to Bind.....	4
Premium Comparison.....	5
Details of Coverage / Policy Term / Premium.....	6
Schedule of Covered Storage Tanks.....	7
Aon Service Team.....	8
Details of Payment Terms.....	9
Services.....	10
Commercial Risk Solutions U.S. Business Terms.....	11
General Data Protection Regulation (GDPR).....	16
Appendix.....	21
• Compensation for the Value We Deliver.....	22
• Copy of Insurance Quote.....	23

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

The services and placements outlined in this proposal will be provided in accordance with the terms of the notices and policies set forth in our Compensation Agreement or Engagement Letter.



# Executive Summary

As always, our goal is to renew your insurance program with the lowest possible premium increase while, at the same time, provide coverage improvements wherever possible.

We are pleased to present our Insurance Proposal for coverage slated to renew on December 7, 2024 to December 7, 2025. Overall, the insurance-related cost for your Marina Storage tank Liability policy slightly went up about \$173 due to the age of the tanks.

## **Marina Storage Tank Liability**

- Coverage will continue to be provided by ACE American Insurance Company (Chubb) with expiring terms and conditions.
- The tank testing results dated 8/13/2024 listed that it found electrical conduit severely rusted in STP Sumps and it needs to be replaced. Please provide confirmation that this has been completed.

We appreciate the opportunity of serving the insurance and risk management needs of the City of Hollywood, FL. You are a very important client to Aon and we look forward to providing you with the expertise, tools, service and sophisticated solutions to help achieve your vision and success in today's challenging business environment.

# Insured's Acknowledgement and Instruction to Bind

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated November 30, 2024 for Marina Storage Tank Liability and provided in the Compensation for the Value We Deliver disclosure. We hereby instruct Aon Risk Services ("Aon"; "Commercial Risk Solutions") to bind the insurance program(s) selected by Us and understand that Our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal.

We request the following options as indicated below for the December 7, 2024 to December 7, 2025 policy term:

Coverage	Carrier	Premium
Marina Storage Tank Liability	ACE American Ins Co (Chubb)	\$2,186.00 \$ 21.86 FL Ins Guaranty Fund Assessment <b>\$2,207.86</b>

\$1,000,000 Per Storage Tank Incident Limit of Liability (Claims & Remediation Costs)  
\$2,000,000 Aggregate Limit of Liability (Claims & Remediation Costs) for all Storage Tank Incidents  
\$2,000,000 Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents  
\$4,000,000 Total Policy Aggregate Limit of Liability for all Storage Tank Incidents

**DEDUCTIBLE:** \$5,000 Per Storage Tank Incident

**Expiring Premium: \$2,035.02**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**On behalf of the City of Hollywood, FL**

# Premium Comparison

2023 - 2024 Expiring Program				
Policy Description	Carrier	Premium	FL Insurance Guaranty Fund Assessment	Total
Marina Storage Tank Liability	ACE American Ins Co (Chubb)	\$2,001.00	\$34.02	\$2,035.02
<b>TOTAL</b>				<b>\$2,035.02</b>

2024 – 2025 Renewal Program						
Policy Description	Carrier	Premium	FL Insurance Guaranty Fund Assessment	Total	% Change	\$ Change
Marina Storage Tank Liability	ACE American Ins Co (Chubb)	\$2,186.00	\$21.86	\$2,207.86	8.49%	\$172.84
<b>TOTAL</b>				<b>\$2,207.86</b>	<b>8.49%</b>	<b>\$172.84</b>

# Details of Coverage / Policy Term / Premium

## Marina Storage Tank Liability

Policy Term	EXPIRING PROGRAM	RENEWAL PROGRAM	
Carrier	12/7/2023 – 12/7/2024	12/7/2024 – 12/7/2025	Difference
A.M. Best Rating	ACE American Ins Co (Chubb)	Ace American Ins Co (Chubb)	
	A++ XV	A++ XV	
Premium	\$2,001.00	\$2,186.00	
Certified Acts of Terrorism	\$0.00	\$0.00	
FL Surplus Lines Taxes & Fees	Exempt	Exempt	
FL Ins Guaranty Fund Assessment	\$ 34.02	\$ 21.86	
<b>TOTAL PREMIUM</b>	<b>\$2,035.02</b>	<b>\$2,207.86</b>	<b>\$172.84</b>
<b>LIMITS OF LIABILITY</b>			
Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs) for USTs	\$1,000,000	\$1,000,000	
Aggregate Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents	\$2,000,000	\$2,000,000	
Aggregate Limit of Liability for all Legal Defense Expense for all Storage Tank Incidents	\$2,000,000	\$2,000,000	
Total Policy Aggregate Limit of Liability for all Storage Tank Incidents	\$4,000,000	\$4,000,000	
<b>DEDUCTIBLE</b>			
Per Storage Tank Incident	\$5,000	\$5,000	
<b>VALUE-ADDED SERVICES</b>			
<p>Chubb Environmental is committed to developing long-term relationships with our valued insureds. It is our philosophy to partner with our insureds and become an extension of their risk management team, in an effort to enhance the environmental risk management culture within their organization. Working with our insured's risk management team, Chubb Environmental will utilize Environment Incident Alert, in addition to ESIS Health, Safety and Environmental Services, a Chubb loss control subsidiary, to customize and deliver quality environmental engineering risk control services focused on helping them minimize potential loss exposures. Environment Incident Alert is a complimentary program developed to assist Chubb Environmental clients find and dispatch qualified incident response contractors, monitor cleanup costs (in real time) and mitigate potential liabilities associated with environmental releases.</p>			
<b>SUBJECTIVITY</b>			
None			

# Schedule of Covered Storage Tanks

Insured Facility Name and Address	Tank ID No.	Tank Size (Gallons)	Tank Type (UST or AST)	Retroactive Date
Hollywood City Marina 700 Polk Street Hollywood, Florida 33019	1	10,000	UST	12/07/2008
Hollywood City Marina 700 Polk Street Hollywood, Florida 33019	2	10,000	UST	12/07/2008



# Aon Service Team



## EXECUTIVE CLIENT CONTACT

**Dr. William S. Deeb**  
Director of Public Entities  
+1 213 630 3210  
billy.deeb@aon.com

## STRATEGIC ACCOUNT MANAGER

**Brian Kuhlman**  
Senior Vice President  
+1 813 636 3522  
brian.kuhlman@aon.com

## ACCOUNT ADMINISTRATION

**Bing Buenafe**  
Account Executive  
+1 213 996 1763  
bing.buenafe@aon.com



## STORAGE TANK

**Damon Jones II**  
Associate Broker  
+1 314 814 6861  
damon.jones.ii@aon.com



# Details of Payment Terms

Premium is due upon receipt of the invoice, but no later than 30 days from inception.

# Services

- To be discussed together with the City of Hollywood, FL during the policy year.
- Please let us know of any additional risk management training that might be desired. We can work with your insurance carriers or develop training ourselves.

# Commercial Risk Solutions U.S. Business Terms

As Your broker of record, Commercial Risk Solutions U.S. (“Aon,” “We” or “Us” or “Our”) commits to the timely and thorough disclosure of placement strategies, marketing options and broking results. The services We provide to You, Our client (“Client” or “You” or “Your”) will be subject to these Commercial Risk Solutions U.S. Business Terms which, unless You and We agree in writing otherwise, are applicable to Our services to You.

## **Our Services**

We deliver Our services based on the information You give Us or which is given to Us expressly on Your behalf. In preparation for placing or renewing Your insurance coverage, We will consult with You regarding insurance market conditions, the insurers We suggest be approached, Our recommended program options to pursue, and Our marketing strategy on Your behalf. By the conclusion of the marketing process, We will provide You with written information regarding the coverage details, policy terms and conditions provided by the markets.

We will assist You in gathering and preparing the underwriting information and completing insurance applications. We rely on You for the accuracy and completeness of any information You or anyone else provides to Us on Your behalf. We will also rely on You to provide Us promptly with the information needed to deliver the services and to update any information provided where there has been a material change to that information that may affect the scope of delivery of the services, such as the nature of the risk, the insured entities, property values and descriptions of persons to be covered. Applications requiring signature will be signed by You.

We will obtain Your instructions to Us to bind specific programs based on the program proposal We provide. We expect You to carefully review all documents We give You, including binders, policies and endorsements, and to advise Us immediately if You detect any mistakes or believe the contents do not address Your needs or instructions.

Aon will administer Your relationship with insurance companies including, where applicable, issues such as billings in connection with selected programs, data reporting, and compliance with negotiated requirements.

We will provide services unless and until either of us notifies the other that Aon is no longer acting as Your broker of record. Subject to applicable state law and contractual arrangements with insurers, any commissions to which We were entitled are fully earned.

## **Surplus Lines and Other Government Taxes**

Insurance may not be available in the admitted marketplace for the terms and conditions specified by the Client. In such event, Aon’s insurance proposal may include one or more insurers not licensed to transact insurance in the states of exposure and such coverage may be placed as surplus lines coverage pursuant to applicable insurance laws governing the placement of insurance with non-admitted insurers. Persons and entities insured by surplus lines insurers cannot avail themselves of the protection and recovery afforded by the state insurance guaranty funds in the event the surplus lines insurer should become insolvent. The states do not audit the finances or review the solvency of surplus lines insurers.

In some instances, these insurance placements made by Aon or its affiliates on the Client’s behalf may require the payment of state surplus lines, excise or other taxes and/or fees in addition to the premium itself. Aon will endeavor to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of the Client. Aon will invoice the Client for the payment of such taxes and fees where it is Aon’s responsibility to do so.

## **Client Responsibilities**

Aon will deliver the Included Services based upon the information that the Client and its representatives provide. The Client is responsible for the accuracy and completeness of the information and Aon accepts no liability

# Commercial Risk Solutions U.S. Business Terms

*Continued*

under any circumstances, including all costs and expenses, howsoever arising from the Client's failure to provide such information to Aon. Aon must receive promptly the information to deliver the Included Services as well as the Client's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Included Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered. An inflationary environment and supply chain delays, among other factors, increase losses and therefore the Client is encouraged to engage professional appraisers to conduct current property valuations to help avoid underinsured losses or delays in loss adjustments.

To the extent that any portion of Aon's compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to the Client, it is the Client's responsibility to disclose the actual net cost of the brokerage and insurance costs You have incurred to third party(ies) having an interest in such amounts.

## **Claims Notification to Insurers**

Unless Aon has a specific signed agreement with the Client to the contrary, it is the Client's responsibility to take such steps as are necessary to notify directly those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of Your policies. Aon assumes no duty or responsibility with respect to such notifications or monitoring the Client's obligation to place insurers on notice unless undertaken in a separate written agreement. The Client may send copies of such notices to members of Aon staff for informational purposes only, but the receipt of such notice by Aon shall not create additional duties or obligations owed by Aon to the Client nor constitute notice to Your insurers.

## **Contract and Lease Review; General Advice**

In instances where Aon provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the Client's request, such language must be reviewed by the Client's legal advisor before You take action based upon Aon's statements. Aon does not and cannot provide legal advice as to whether the Client's insurance program covers legal obligations contained in the Client's contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by Aon are of a legal nature and Aon shall not give legal opinions or provide legal advice or representations.

## **Confidentiality**

Aon takes client confidentiality seriously. We have established controls to protect Your information. We are willing to enter an agreement as You may require for the protection of Your confidential data. The Client acknowledges and agrees that the work products provided by Aon are not to be distributed, used or relied upon by third parties without the written consent of both Aon and the Client, except as may be required by Your legal, accounting and non-insurance financial advisors who agree to be bound by this confidentiality agreement.

## **Intermediaries**

Aon encourages its retail brokers to approach markets directly (without an intermediary) wherever possible. However, where Aon believes it is in the Client's best interest, We may recommend the use of intermediaries, including but not limited to co-brokers, sub-brokers, managing general

# Commercial Risk Solutions U.S. Business Terms

*Continued*

agents/managing general underwriters, wholesale brokers, or reinsurance brokers (collectively, “Intermediary”) to assist in the procurement and servicing of the Client’s insurance. Aon prefers, wherever possible, to use the services of an Aon-affiliated Intermediary and Aon shall not be responsible for a non-Aon affiliated Intermediary’s actual or alleged acts, errors, or omissions or those of its officers, directors or employees. Any and all compensation earned by an Intermediary in connection with the programs shall be in addition to the compensation paid to Aon and shall not be credited against the Fee, if any.

## **Use of Non-personal Data and Information**

Client acknowledges that the Aon Group (as defined below) gathers non-personal data about its clients and their related parties in respect of services provided and, where applicable, clients’ (re)insurance placements, including but not limited to names, industry codes, policy types, premium and policy expiration dates, claims and other loss related services, as well as information about the insurance companies that provide coverage to Aon’s clients to compete for such clients’ (re)insurance placements. This information may be shared, subject to local law restrictions, among Aon affiliated businesses, as well as with third-party service providers acting on Aon’s behalf, on a global basis to help carriers strengthen their value proposition to clients with a focus on creating distinctive value for clients. In addition to being used to provide customized services and recommendations to Aon’s clients, the information may be used for (i) identifying client opportunities; (ii) optimizing and improving Aon products, services and operations; (iii) creating industry reports, conducting benchmarking and undertaking market research; (iv) providing and developing analytical solutions; and (v) 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.

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 of the country where the Client submitted the information.

For purposes of this section, ‘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.

## **Use of Logos**

Unless otherwise instructed by the Client, Aon will use the Client’s logo, pictures, and other publicly available information to effectively market the Client’s Programs or for use in Aon’s business records.

## **Premium Remittance**

Premiums paid by the Client to Aon for remittance to insurers and Client premium refunds paid to Aon by insurance companies for remittance to the Client are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the Client. Subject to such laws and the applicable insurance company’s consent, where required, Aon will retain the interest or investment income earned while such funds are on deposit in such accounts.

## **Jury Waiver**

Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to these Commercial Risk Solutions U.S. Business Terms or any services provided

# Commercial Risk Solutions U.S. Business Terms

*Continued*

to the Client by Aon or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

## **Insurance Proposals and Summaries**

Aon's insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished to clients as a matter of information for Our clients' convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

## **Insurer Solvency**

While Aon only engages insurers who meet certain requirements as established by Us from time to time, We make no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

## **Pricing**

Aon does not and cannot guarantee the availability or price of insurance for the Client's risks and is not responsible for fluctuation in the premiums charged by insurers. Aon will rely on the Client to review and approve any calculation or estimation of premium and Aon is not responsible for any

loss occasioned as a result of Aon's calculation or estimation of premium and statutory charges that may apply to the Client's insurance.

## **Mutual Limited Waiver of Liability**

Neither party to these Commercial Risk Solutions U.S. Business Terms shall be liable to the other for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise) arising out of services provided by Aon or its affiliates.

## **Standard Terms and Conditions**

Aon assumes no responsibility for the adequacy or effectiveness of programs or coverages that We did not implement or place.

Any loss control services, summaries and/or surveys performed by Aon are advisory in nature and are for the sole purpose of assisting the Client in Your development of Your risk control and safety procedures. Such services and/ or surveys are limited in scope and do not constitute a safety inspection nor verify that the Client is in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

## **Insurance Producer's Role and Compensation**

The role of the insurance producer such as Aon in any particular transaction involves review with insurance purchasers about the benefits and terms and conditions of insurance contracts and selling insurance. Compensation is paid to the producer based on the insurance contract the

# Commercial Risk Solutions U.S. Business Terms

*Continued*

producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, as well as the arrangement between the producer and the purchaser, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects.

Unless applicable state law and regulation or contractual agreement between Aon and insurers states otherwise, any commission that Aon is entitled to receive for any placements is fully earned at inception of the insurance programs described in Our insurance proposals and Aon is entitled to retain such commissions in the event of a midterm cancellation of coverage or a reduction in coverage resulting in a premium adjustment.

To the extent that any portion of Aon's compensation as reflected on its invoices becomes adjusted or credited to Our client, it is the client's responsibility to disclose the actual net cost to the client of the brokerage and insurance costs incurred to third party(ies) having an interest in such amounts.

In placing, renewing, consulting on or servicing Your insurance coverages, Aon and its affiliates ("Aon") may participate in contingent commission arrangements with insurance companies that provide for additional compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Aon with the insurance company or the overall performance of the policies placed with that insurance company rather than on an individual policy basis. As a result, Aon may be considered to have an incentive to place Your insurance coverages with a particular insurance company.

You may obtain information about compensation expected to be received by Aon based in whole or in part on the sale of insurance to You, and (if

applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to You by Aon by contacting Your Account Executive or emailing: [aon.us.broking@aon.com](mailto:aon.us.broking@aon.com).

## **Limitation of Liability**

Aon's liability to the Client, in total, for the duration of our business relationship for any and all damages, not otherwise waived under these Commercial Risk Solutions U.S. Business Terms, including costs, expenses and attorneys' fees incurred in any underlying action by the Client that may be or are characterized as "compensatory or other damages", whether based on contract, tort (including negligence), or otherwise, in connection with or related to Our services (including a failure to provide a service) or any other service that We provide shall be limited to a total aggregate amount of US \$2.5 million ("Liability Limitation"), to the fullest extent permitted by law.

This Liability Limitation shall apply to the Client and extend to the Client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (hereinafter, each a "Client Related Entity") wherever located that seek to assert claims against Aon, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Related Entity"). Nothing in this Liability Limitation section implies that Aon or any Aon Related Entity owes or accepts any duty or responsibility to Client or any Client Related Entity.

If the Client or any Client Related Entity asserts any claims or makes any demands against Commercial Risk Solutions or any Aon Related Entity for a total amount in excess of this Liability Limitation, then the Client agrees to indemnify Aon for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by Aon or any Aon Related Entity that exceeds this Liability Limitation.

# General Data Protection Regulation (GDPR)

This GDPR schedule ("**GDPR Schedule**") forms part of the Engagement Letter ("**Agreement**") between Aon and Client (each a "**Party**" and together the "**Parties**") and any applicable Statement of Work (as defined below).

To the extent that the provisions of this GDPR Schedule conflict with, or are inconsistent with, any provisions in the Agreement, the GDPR Schedule shall prevail.

## 1. DEFINITIONS AND INTERPRETATION

- a. In this GDPR Schedule the following terms shall have the following meanings:

"Affiliate" means, with respect to a Party, an entity that is Controlled by, Controlling or in common Control with that Party, where "Control" means the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract or otherwise;

"Agreement Personal Data" means any personal data (including any sensitive or special categories of data) that is transmitted, stored or otherwise processed under or in connection with the Agreement;

"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;

"DP Laws" means any applicable data protection and privacy laws relating to the protection of individuals with regards to the processing of personal data including but not limited to (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR"); (ii) the GDPR as transposed into the national laws of the United Kingdom ("UK GDPR"); (iii) Directive 2002/58/EC ("ePrivacy Directive"); (iv) the California Consumer Protection Act of 2018 ("CCPA") and any corresponding or equivalent United States state

or federal laws or regulations including any amendment, update, modification to or re-enactment of such laws (together "US Privacy Laws"); and (v) any corresponding or equivalent national laws or regulations including any amendment, supplement, update, modification to or re-enactment of such laws;

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Agreement Personal Data;

"Restricted Transfer" means a transfer of the Agreement Personal Data between Client and Aon which, in the absence of the SCCs, would be unlawful under DP Laws;

"SCCs" means (i) the standard contractual clauses set out in Commission Implementing Decision (EU) 2021/914 for the transfer of personal data to third countries pursuant to the GDPR, as updated, amended, replaced and superseded from time to time ("EU SCCs"); and/or (ii) the UK IDTA;

"Statement of Work" means a statement of work, work order or other document ancillary to the Agreement, under which Aon or its Affiliates agree or have agreed to provide services to Client or its Affiliates; and

"UK IDTA" means either the International Data Transfer Agreement (the "IDTA") or the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (the "UK Addendum")



# General Data Protection Regulation (GDPR)

Continued

issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018.

The terms "controller", "data subject", "personal data", "processing", "processor", "sensitive personal data", "special categories of data", "supervisory authority" and "transfer" shall have the same meanings ascribed to them under the DP Laws.

- b. Capitalised terms not defined in Clause 1.1 shall have the meaning ascribed to them elsewhere in the Agreement.
- c. Except as modified below, the terms of the Agreement shall remain in full force and effect.

## 2. PROVISIONS APPLICABLE TO CONTROLLER SERVICES

- a. The Parties envisage that under this GDPR Schedule, each Party is a separate controller of the Agreement Personal Data processed for the provision of the services applicable to the Agreement listed in Appendix 1 ("Controller Services").
- b. If the Parties or their Affiliates (as applicable) enter into a Statement of Work, under which Aon agrees to provide services to Client which:
  - i. are listed in Appendix 1 then the relevant services shall be deemed applicable for the purposes of Appendix 1 from the date of that Statement of Work; or
  - ii. are not covered by Appendix 1, then the Parties or their Affiliates (as applicable) may agree in writing to update Appendix 1 to insert details of the relevant services.
- c. Each Party agrees for its own part that, to the extent that it processes Agreement Personal Data as a separate controller:

- i. it will observe all applicable requirements of DP Laws and this GDPR Schedule in relation to its processing of Agreement Personal Data; and
  - ii. all Agreement Personal Data collected or sourced by it or on its behalf for processing in connection with the Agreement or which is otherwise provided or made available to the other Party shall have been collected or otherwise obtained in compliance with DP Laws, and may be processed, disclosed and transferred as described in or in connection with the Agreement.
- d. Aon and Aon Affiliates may process, transfer and disclose personal data as described in Aon's privacy notice in particular for (i) the delivery of the Controller Services; (ii) administration of engagement and general correspondence with Client; (iii) screening of individuals associated with Client against international sanctioned parties lists; and (iv) aggregation, de-identification and, where feasible, full anonymisation of personal data for benchmarking, market research and data analysis purposes associated with the development of Aon Group's products and services.
  - e. The Parties will work together in good faith to ensure information prescribed by DP Laws is made available to relevant data subjects, including where necessary the Client's provision of such information to data subjects on Aon's behalf.
  - f. Each Party shall implement appropriate technical and organisational security measures in relation to the processing of the Agreement Personal Data under or in connection with the Agreement, which shall ensure a level of security appropriate to the risk including, as appropriate, (i) pseudonymisation and encryption; (ii) the ability to

# General Data Protection Regulation (GDPR)

*Continued*

- ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to the Agreement Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of those measures.
- g. Aon shall maintain a global data governance framework which mandates strict technical and organisational security measures applicable to the processing of Agreement Personal Data including those relating to, without limitation, access control, data handling, malware protection, security organisation, system configuration and hardening, personnel security, physical security, business continuity plans and disaster recovery and third party security.
  - h. Aon shall retain the Agreement Personal Data pursuant to its corporate record retention schedules for the purposes of meeting Aon's legal and regulatory obligations, and enabling Aon to establish, exercise or defend legal claims.
  - i. If either Party receives any complaint, notice or communication from a supervisory authority which relates to the other Party's: (i) processing of the Agreement Personal Data; or (ii) potential failure to comply with DP Laws in respect of the Agreement Personal Data, that Party shall direct the supervisory authority to the other Party.
  - j. If a data subject makes a written request to a Party to exercise any of their rights in relation to the Agreement Personal Data that concerns processing of the other Party, that Party shall direct the data subject to that other Party.
  - k. If either Party becomes aware of a Personal Data Breach that requires notification to a supervisory authority, it shall notify the
    - l. other Party without undue delay, and each Party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to supervisory authorities and/or to affected data subjects.
    - l. The Parties acknowledge that Agreement Personal Data may be transferred or otherwise processed or transferred outside the United Kingdom and the European Economic Area ("International Transfers") provided that such International Transfer is made in compliance with DP Laws, including, if applicable, by adoption of SCCs, or such other international transfer mechanism that effectively complies with DP Laws.
    - m. With respect to Restricted Transfers, the SCCs are hereby incorporated into this Agreement by reference and will come into effect upon the commencement of any such Restricted Transfer, and the following terms shall apply. In each case, the data exporter is the Party or its Affiliates (as applicable) disclosing the personal data and the data importer is the Party or its Affiliates (as applicable) receiving the personal data:
      - i. where a Restricted Transfer is subject solely to the GDPR the following terms shall apply:
        1. Annex IA of the EU SCCs will be populated with the details of the Parties set out in the Agreement, Annex IB of the EU SCCs will be populated with the description of processing of personal data set out in Appendix 1 to this GDPR Schedule; and
        2. For the purposes of Module 1 of the EU SCCs: clause 7 and the optional language in clause 11(a) shall not apply, the supervisory authority for the purposes of clause 13(a) shall be

# General Data Protection Regulation (GDPR)

*Continued*

- determined by the place of establishment of the data exporter, the governing law and choice of forum and jurisdiction stipulated in the Agreement shall apply to the extent that it is the law and the courts of an EU member state otherwise it shall be those of the Republic of Ireland, and the technical and organizational security measures set out in Clauses 2.6 and 2.7 shall apply. The frequency of the transfer shall be continuous, as necessary to deliver the Controller Services, and retention shall be determined by Aon's corporate record retention schedules and policies.
- ii. where a Restricted Transfer is subject to both GDPR and UK GDPR the following terms with respect to the UK Addendum shall, in addition to Clause 2.13(a) above, also apply:
    - 1. the EU SCCs shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK Addendum; and
    - 2. the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK Addendum is set out in the Agreement.
  - iii. where a Restricted Transfer is subject solely to the UK GDPR the Parties confirm that the information required for the purposes of Part 1 (Tables), Part 2 (Extra Protection Clauses) and Part 3 (Commercial Clauses) of the IDTA is set out in the Agreement and Appendix 1 to this GDPR Schedule and the technical and organizational security measures set out in Clauses 2.6 and 2.7 shall apply.
  - n. For the avoidance of doubt (and without prejudice to third party rights for data subjects under the SCCs) the Parties hereby submit to the limitations stipulated in the Agreement with respect to their respective liability towards one another under the SCCs.
  - o. To the extent that there is any conflict or inconsistency between the terms of the SCCs and the terms of the Agreement, the terms of the SCCs shall take precedence.
  - p. If, and to the extent that, the European Commission or the United Kingdom issues any amendment to, or replacement of, the EU SCCs or the UK IDTA pursuant to Article 46(5) or Article 46 of the GDPR or UK GDPR, the Parties agree in good faith to take such additional steps as necessary to ensure that such replacement terms are implemented across all transfers.
  - q. If, at any time, a supervisory authority or a court with competent jurisdiction over a Party mandates that transfers from controllers in the EEA or the United Kingdom to controllers established outside the EEA or the United Kingdom must be subject to specific additional safeguards (including but not limited to specific technical and organisational measures), the Parties shall work together in good faith to implement such safeguards and ensure that any transfer of personal data is conducted with the benefit of such additional safeguards.

# General Data Protection Regulation (GDPR)

Continued

## Appendix 1. Controller Services

### Description of processing

Where applicable, for the purposes of the SCCs, Agreement Personal Data is processed for the purposes of providing the Controller Services listed below and is processed for the duration of the Agreement. Processing operations may be set out more specifically in the Agreement and/or any applicable Statement of Work

Solution Line	Service	Type of Personal Data	Categories of Data Subject
Commercial Risk Solutions and Reinsurance Solutions	<p><b>(I) Insurance and reinsurance broking and consultancy services and (II) Aon M&amp;A and Transaction Solutions (AMATS):</b></p> <p>(I) Advising on insurance and/or reinsurance contracts ("Contracts"), arranging deals in Contracts, making arrangements with a view to transactions in Contracts, dealing as agent in Contracts, and assisting in the administration and performance of Contracts and consulting on risks and insurance and re-insurance claims;</p> <p>(ii) Advising on risk and insurance, risk and insurance due diligence, cyber security consultancy and cyber due diligence, human capital due diligence (pensions, health and benefits, compensation), IP consultancy.</p>	<ul style="list-style-type: none"> <li>• Basic personal details (name, address, date of birth, age, gender, nationality)</li> <li>• Family, lifestyle and social circumstances</li> <li>• Employment and professional qualifications</li> <li>• Information on account opening forms</li> <li>• Identification and verification data (including images of ID card or passport)</li> <li>• Financial details</li> <li>• Information about shareholdings where relevant to the insurance</li> <li>• Insurance details (type and amount of insurance, details of claim)</li> <li>• Medical history where relevant to the services</li> </ul>	<ul style="list-style-type: none"> <li>• Insured individuals</li> <li>• Claimants</li> <li>• Beneficiaries</li> </ul>

# Appendix

Compensation for the Value We Deliver  
Copy of Insurer Quote



# Compensation for the Value We Deliver

Aon is an insurance broker and, when serving as your retail insurance broker, in addition to or in lieu of compensation you may pay, Aon may earn compensation which relates in whole or in part to your insurance placement.

For policy level commissions, Aon endeavors to receive compensation using standard commission rates by line of business that we seek to achieve with insurers in advance of individual policy placements. We believe this creates a fairer marketplace among insurers and allows our insurers to focus on the client's needs and risk history, not on commission rate negotiation. In turn, because insurers will be evaluated on their capabilities, clients will be able to more easily compare quotes.

Aon's standard commission rates differ by line of business and, when placed in the U.S. market, are up to the following commission rates: Aviation, 17.5%; Casualty, 18.5%; Cyber, 17.5%; Energy, 20%; Entertainment, 20%; Environmental, 18%; Marine 20%; Med Mal/Healthcare, 17.5%; Professional/ E&O, 17.5%; Property, 18%; Product Recall, 20%; Financial Lines, 18%; Healthcare, 20%; Surety, 35%; Terrorism, 25%; Trade Credit, 17.5%; and Workers Compensation, 15%. Where an Aon broker is placing a policy in the London or Bermuda market, Aon endeavors to earn 20% on those lines of business. Where Aon has created a facility with proprietary terms and conditions negotiated, the Aon standard commission rates range from 20% – 22.5%. Some lines of business are not conducive to standardization because they are subject to state filing regulations, state-specific rates and/or industry-specific rates. The standard commission rates we achieve do not include program business (e.g., franchises, sponsored groups) or large deductible programs.

In addition, Aon provides certain administrative and other related placement services to markets. Compensation of up to 7.5% for these services may take the form of a national additional commission (NAC) or a subscription market brokerage (SMB). Collecting these commissions will not change the premium quoted.

Compensation paid to Aon may vary based upon a number of factors, including the insurance contract and the insurer you select, the volume of business and/or profitability of business we place with each insurer. Therefore, Aon may be considered to have an incentive to place insurance coverages with a particular insurance company. We strive for transparency with each Client and the final decision regarding coverage and market options is the Client's decision.

If you are interested in receiving Aon's standard commission grid and/or a Commission Disclosure Report identifying the individual commission rates on your placements or compensation expected to be received based in whole or in part on any alternative quotes, ask your Account Executive or write us at [aon.us.broking@aon.com](mailto:aon.us.broking@aon.com).

# Copy of Insurance Quote

## About Aon

Aon plc (NYSE: AON) exists to shape decisions for the better — to protect and enrich the lives of people around the world. Our colleagues provide our clients in over 120 countries and sovereignties with advice and solutions that give them the clarity and confidence to make better decisions to protect and grow their business.

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