

诺德（中国）保险经纪有限公司

Lockton Companies (China)
Insurance Brokers Limited

服务条款与客户告知书

Terms of Services & Information to Client



LOCKTON®

服务条款与客户告知书

1. 客户告知事项

诺德（中国）保险经纪有限公司是一家受中国保险监督管理委员会（“保监会”）授权及监管，为投保人与保险公司订立保险合同提供中介服务的保险经纪机构。我们的登记地址为中国（上海）自由贸易试验区世纪大道1600号陆家嘴商务广场主楼3楼01-02室，业务范围包括：为投保人拟订投保方案、选择保险公司以及办理投保手续；协助被保险人进行索赔；为委托人提供防灾、防损或者风险评估、风险管理咨询服务；再保险经纪业务；以及保监会批准的其他业务。按照保监会的要求，我们制定本服务条款以明确双方的权利义务并提供投保前后贵司作为投保人需要知道的重要事项。

我们会不时修改此服务条款，修改后的版本将取代我们之间之前所有的服务条款。若你要获取最新版本的服务条款请浏览我们的网站 www.lockton-asia.com/China。

2. 定义与解释

为避免在本文件中重复所用字眼，「该保险」是指我们代表您安排或促成的每一份保险合同，「保险」一词包括再保险、保证保险或担保契约及其他风险转移产品，「(再)保险公司」包括任何保险公司、再保险公司或其他类别的风险承担者，「理赔请求」包括适用于该保险而可能导致理赔请求的事故。

如本协议的中、英文两个版本有差异之处，应以中文版本为准。

3. 投保服务

3.1 了解您的要求及需要

与(再)保险公司开始商议之前，在适当的时间内我们希望充分了解您的保险要求。我们在需要时会协助搜集和整理投保信息，和协助为提交至我们认为合适的(再)保险公司而作准备。

3.2 询价及投保

我们会代表您就我们认为合适的保险，包括价钱和保障范围两方面，向(再)保险公司要求具竞争力的报价。我们会就(再)保险公司报价的条款向您提出建议，以使您能作出知情决定，选购保险(如有)。

视乎保险市场供应，我们会尽责和适时地采取行动执行您的指示，在预期保险生效、续期或延期前投保所有所需保险，并在该等日期前与您确认已有的保障。如我们未能执行您的指示，我们将尽早通知您。

3.3 文件

在完成保险安排后，您将收到通知，然后我们会安排将有关文件送交给您，此等文件为该保险及其所涉及的保单费用应缴金额的正式确认文件或证据。当收到文件时，我们建议您查阅下列文件：

- ❖ 一份受保证明（可以是以承保确认书或出单指示），提供该保险所有条款的详细资料，以及指出您所投保的(再)保险公司。您应查阅这份受保证明是否完全如您理解并依从您的指示，如有差异应立刻通知我们。
- ❖ 一份保单或保险凭证，详细列明该保险的条款，此将取代以前任何受保证明。我们会在合理可行的情

况下尽快取得并向您发出所需的与该保险有关的任何保单或凭证等文件。

- ❖ 如我们就我们的服务向您收取费用，或我们代收您支付(再)保险公司的款项，我们将发出一份付款通知书，显示我们的费用或(再)保险公司收取该份保险的总保费，加上适用税项、您所享有的任何折扣，以及应向我们支付的保费。

3.4 中途更改保单

在保单有效期内如果您需要对保障范围作任何更改，请立刻与我们联系，以便我们能通知您的(再)保险公司，并取得他们同意。我们也可能需要向您要求进一步资料。在收到您的指示及(再)保险公司确认后，我们会知会您已更改的条款。

3.5 续保

在您目前的保单过期前约1-3个月，我们会接触您要求续保指示/资料，或向您提供从(再)保险公司取得的续保条款。如不被邀请续保或有任何替代条款，我们将会通知您，或向您索取指示。

请谨记您的告知义务适用于您的保险合同的任何变更、延期或续保。

4. 告知义务（又称披露责任）

您必须清楚了解有关您的保险的告知义务和违反该义务的严重后果。根据《保险法》规定，在投保、续保、修订保险合同条款或延长保险期间时，如保险公司就保险标的或者被保险人/企业的有关情况提出询问，投保人应当如实作答并披露真实、完整和准确的信息。在填写投保书、理赔申请表或与保单有关的其他重要文件时，所有答案、声明及/或所提供信息的真实、准确和完整性皆为您的责任。若已提供的答案/信息或所告知的保险标的的情况发生变更和/或变化，投保人和/或被保险人应立即通知保险公司有关的变更和/或变化。投保人和/或被保险人须履行如实告知的义务，保单方可维持有效；否则，可能导致保险公司解除保险合同，并且在解除之前已发生的保险事故不承担赔偿或给付保险金的责任。在此情况下，(再)保险公司有权追讨在该保险合同中任何其已支付的赔偿或保险金。

视乎您的保险所受管辖国家的法律，告知义务的内容和违反义务的后果可能和前述的有一定程度的差异。

如您对告知义务的范围，或应否披露某一信息有任何疑问，请尽快与我们联系。

5. (再)保险公司的选择及偿付能力

我们选择(再)保险公司一般基于我们对有关市场的知识和经验、该市场的产品、我们在每一个市场已选用的有限数量的(再)保险公司(选用准则为我们能与其建立生意关系以裨益我们的客户)，以及(再)保险公司的财务状况等考虑因素。

我们采用许多不同的中国(再)保险公司，(和在中国法律法规定容许下采用国际(再)保险公司)，以为您取得最佳的保险条款。请注意非中国(再)保险公司可能受不同司法制度管辖，因而在实现法律权利或索偿方面您的能力可能不同。您可要求我们为您提供您所投保的(再)保险公司的详细资料。

我们不能对任何(再)保险公司的财务状况负责,以及在任何情况任何原因下,(再)保险公司若不能履行他们对您的责任,我们也不能负责。(再)保险公司是否合适的最终决定权在您。如您对我们聘用为您提供保险的(再)保险公司有任何疑问,请立刻联系您的惯常联系人。

6. 保密及资料保护

我们会将所有您提供的个人资料或其他资料保密。除了为保险进行洽谈、维护或续保、或处理任何理赔请求的正常过程中,我们在诺德集团以外不会使用或故意披露您所提供的任何资料,以下情况除外:

- (甲) 我们已向您取得所需的授权;
- (乙) 我们被有管辖权的法院或有权监管我们的政府或监管机构要求披露资料;
- (丙) 该资料已公开可得,或我们已从不受保密责任约束的第三方取得该资料。

我们会采取适当措施维护我们持有您的保密文件和资料的安全。

我们可能会将您的资料与诺德集团内其他部门或公司共用,以协助我们为您安排保险。我们或他们可能会通知您一些您会感兴趣的其他服务或产品;如您不欲收到我们的服务或产品资料,请书面通知您的惯常联系人。

7. 理赔服务

7.1 保险事故通知

您应尽快并无延误将保险事故通知我们(或者如保单有相关要求,直接通知(再)保险公司或指定的其他方)。如您的情况是第三方索偿,我们建议您不要就该索偿妥协或承认责任,直至您得到(再)保险公司的批准为止。您应该熟悉您的保单中所述的通知条件,以及遵守有关报告和处埋理赔请求和保险事故的所有条件,否则可导致您的理赔请求不获赔偿。在收到您的保险事故(出险)通知后,我们会评估该理赔请求个案。如我们认为您的个案无需发出保险事故通知或如该保险事故通知有任何不足,我们会迅速向您解释情况,并向您要求进一步指示。

我们会将该保险事故通知适时提交参与承保的(再)保险公司。其后我们会迅速向您知会我们从(再)保险公司所得任何有关该保险事故通知的信息、评语或建议。

7.2 赔偿谈判及赔付

我们会尽责追索赔付,并在(再)保险公司同意下,收取任何该保险的赔偿金,以及在该保险的条款、条件及范围内尽力争取可能取得的最大赔偿。在未得您同意前,我们不会就任何赔偿的金额作出妥协。在适用时,我们会向您提供(再)保险公司就同意接纳理赔请求以及所同意的赔偿金额的书面确认。

8. 保存档案

在受委托期间,我们会制作、保存和保留有关我们安排和/或管理该保险的所有重要细节,包括:在该保险下我们提供有关理赔服务的任何保险事故通知、处理和最终解决。此等纪录可以用我们认为合适的纸质、电子或任何其他媒介形式保留,只要此等形式可被阅读或能以可阅读形式复制。

作为我们的客户,我们可为您(或您要求的任何一方)复制及送递您可合法取得的文件和档案副本,惟我们保留权利就复制和送递和内部保留所需副本,向您收取合理费用。

9. 利益冲突

在履行我们的服务时,利益冲突的情况可能出现。当我们代理两个或多个涉及同一或有关损失的客户时,我们会知会所涉及的客户我们(如有)的利益冲突,并会立刻采取措施分开对每一个涉及客户的理赔服务职责。这些措施通常包括在理赔部门中委任不同员工代表每一个涉及客户的理赔利益和建立直接沟通过程。

如我们本身的利益与我们对您承担的任何职责出现冲突时,我们将不会继续安排保险直至您能全面评估情况。您的指示或确认我们代表您安排保险的指令会被视为您在知情下同意依照建议的方式继续进行。

10. 报酬

我们会为我们的服务向您收取服务费用或佣金。每当收取服务费用时,我们会事先与您就金额达成协议,并与保费分开向您披露该数额。

除了收取服务费用以外,我们可以从向其投保的保险公司收取佣金,我们的佣金将在从您所得的保费缴款中扣除,并且通常以保费的百分比计算。这百分比是我们与保险公司之间经合同形式达成。我们就不同的商业类别和从不同的保险公司赚取不同的百分比。接纳报价或指示投保会被视为您同意我们为我们提供的服务收取此等佣金。

我们保留权利与您商议收取适当的额外费用,以抵偿行政、文件、造访或其他成本。这可能包括处理特殊或重大理赔请求或重大损失的较高成本。但在您需负责支付这些款项前,我们会向您解释和分别披露此等收费。

如您的保险在保险期满前(因任何理由)被取消,如果是您已付或须支付的服务费用,我们将保留整个保险期间的服务费用金额,除非我们已书面同意另有安排。

您有权在任何时间要求索取我们因代表您投保而赚取的任何收入的资料。

11. 责任限制及不可抗力

11.1 责任限制

如因我们的过错给贵司造成直接经济损失的,我们将依法承担赔偿责任。除因故意或者重大过失造成的损失,我们在本 11.1 条下的赔偿责任限额不超过五百万美元。

11.2 不可抗力

双方任何一方不会被视为不履行协议或延误或未有履行本协议内的任何责任,若此延误或失误是由在他们合理控制范围以外的事件、情况或原因而导致,这些包括但不限于下列原因:不可抗力、民众骚乱、第三方供货商不能履行、破坏、劳工纠纷及工业行动、(再)保险公司延误、爆炸、或火灾,以及因已延迟或不能履行责任而须因应延伸履行责任时间的情况,假若连续 12 星期延迟或不能履行责任,双方任何一方可以提前 14 天以书面形式通知终止此协议。

12. 投诉

我们非常重视对我们的投诉,并备有程序保证投诉获得迅速和公正处理。

如您希望提出投诉,请以书面或电话知会您的惯常联系人、部门主管或首席营运官。如我们不能立刻解决您的投诉,我们会迅速确认收到投诉,并安排高级管理人员就事件展开调查和向您反馈。如您对投诉处理有不满,您可将事件转介至保监会。

13. 洗钱、贿赂及制裁

我们有责任采取合理措施保障我们公司和客户免受金融犯罪风险。为此我们要求您提供额外资料，以助确认身份，或确认您要求我们代表您进行任何保险交易的合法性。我们不会同意缴费予我们从无直接交往或并不知其涉及您账户的不知名第三方。

作为一家机构，我们按照适用法律法规和最佳守则设有严谨的防止贿赂和防止贪污守则。

任何保险交易，或将缴费交至受任何形式制裁的国家或接受此等国家的缴费，均可能受禁止或受限制。

14. 终止委托

您或我们任何一方可提前 30 天以书面形式通知终止委托我们作为您的代理。

如您在您续保前少于 3 个月内终止委托我们，您将须缴付额外费用，以假若我们为您的所有续保所得的佣金或收费的 25% 计算。

终止委托我们并不影响您或我们在终止日期前就有关保险已产生的权利、义务或责任，但在终止日期后，我们将无义务就您的保险提供任何服务。在终止委托时，就所有与保险有关的档案和未结束的理赔的档案将依照您的指示转移至您新委托的经纪。如您希望我们代表您处理未结束的理赔请求，而我们也同意提供相关服务，我们保留权利就这些服务收取合理费用。

我们为促成或安排保险所得的佣金或服务费用在我们成功为您安排保险时已全数确定赚取。因此任何未付的佣金或服务费用在终止委托时须立刻向我们缴交。

15. 争议解决

我们双方同意若就此服务条款或我们提供的服务出现任何争议或分歧时，应首先由各方通过友好协商解决。若在一方书面要求协商之日起 30 日内争议依然未能解决，任何一方可以将争议提交中国国际经济贸易仲裁委员会上海分会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

16. 适用法律

本协议受中华人民共和国法律管辖及解释。

如您对此服务条款有任何不清楚或不同意之处，请立刻与我们联系。或如您有任何疑问，请首先联系您的惯常联系人，他 / 她会乐意为您提供协助。

在向贵司发送此服务条款的 30 天内，如我们收到贵司提供的有效保险经纪委托书、指示或确认我们代表贵司办理投保，将被视为贵司同意接受本服务条款。

诺德（中国）保险经纪有限公司

中国（上海）自由贸易试验区世纪大道 1600 号
陆家嘴商务广场主楼 3 楼 01-02 室 邮编：200122
电话：+86 21 5081 2338 传真：+86 21 5820 8131

北京分公司

中国北京市东城区东长安街 1 号
东方广场西三办公楼 1012B 室 邮编：100738
电话：+86 10 5811 6166 传真：+86 10 8518 0695

广东分公司

中国广州市天河区天河北路 233 号
中信广场 1705 室 邮编：510613
电话：+86 20 3883 6066 传真：+86 20 3891 1500

Terms of Services & Information to Client

1. INFORMATION TO CLIENT

Lockton Companies (China) Insurance Brokers Ltd is authorised and supervised by the China Insurance Regulatory Commission ("CIRC") to provide insurance intermediary services to policyholders and insurers. Our registered address is at Unit 01-02, 3rd Floor, LJZ Plaza, 1600 Century Avenue, China (Shanghai) Pilot Free Trade Zone, China and our scope of services include on behalf of policyholder design insurance proposal, select suitable insurers, arrangement of insurance, risk management, risk assessment and loss prevention consultancy services, reinsurance broking services and other businesses which is allowed by the CIRC. These Terms of Services are made in accordance with the requirements of the CIRC so to set out clearly the rights and obligations between us and to provide important information regarding the arrangement of your insurance. These Terms of Services may be amended by us from time to time and supersede any previously version of Terms of Services between us. If you wish to obtain the latest version of our Terms of Services please visit our website or click www.lockton-asia.com/China.

2. DEFINITION & INTERPRETATION

In order to avoid repetition of words used in this document, "the insurance" means each contract of insurance which we arrange or bring about on your behalf, "insurance" includes reinsurance, contract of surety or guarantee and other risk transfer products, "(Re)Insurer(s)" include any insurer, reinsurer or other category of risk bearer and "claim" includes an incident which may give rise to a claim, as appropriate to the insurance.

If there is any discrepancy between the Chinese and English version of this Agreement, the Chinese version shall prevail.

3. PLACING SERVICES

3.1 Understanding Your Demands and Needs

In good time before negotiations with the (Re)Insurer(s) commence, we wish to establish a proper understanding of your insurance requirements. We will assist where necessary in the gathering and collation of material information and in its preparation for submission to the (Re)Insurer(s) who we consider to be appropriate.

3.2 Quoting and Placing

We will seek from (Re)Insurer(s) on your behalf, competitive indications for insurance and coverage which are, in our opinion, suitable in terms of both price and coverage offered and we will advise you of the terms indicated by the (Re)Insurer(s) in such a manner as to enable you to make an informed decision on which insurance, if any, to purchase.

We will take diligent and timely steps to implement your instruction and, subject to available insurance market, place all the required insurance before its intended date of inception, renewal or extension, confirming to you prior to such date the coverage that is in place. If we are unable to fulfil your instruction we will bring this promptly to your attention.

3.3 Documentation

We will advise you of the completion of the insurance arrangement(s). We will then arrange for appropriate documentation to be forwarded to you, which will provide you with formal confirmation or evidence of the insurance and the amount of premiums payable in respect thereof. We advise you to check this documentation when you receive it:

- ❖ An Evidence of Cover (which may be a confirmation of cover or a closing slip) will provide details of the full terms of the insurance and identifies the (Re)Insurer(s) with whom your insurance has been placed. You should check the Evidence of Cover and satisfy yourself that it is entirely in accordance with your understanding and instruction. Any variance should be advised to us immediately.

- ❖ A Policy/Insurance Certificate will set out comprehensively the terms of the insurance and replaces any earlier evidence of cover. We will seek to obtain and issue to you as soon as reasonably practicable any insurance policy or certificate documents which may be required in relation to the insurance, or in certain circumstances advise you that a policy is available upon request.
- ❖ Where we charge you a fee for our services or where we collect premium from you for payment to (Re)insurer(s), we will issue a debit note indicating our fee or gross premium charged by the (Re)Insurer(s) for the insurance plus applicable taxes, any deductions allowed for you and the amount of premium payable to us.

3.4 Mid-Term Changes to Your Policy

If you need to make any changes to your insurance cover during the period of your policy, please contact us immediately so that we can advise your (Re)Insurers(s) and obtain their agreement. We may also need to seek further information from you. We will inform you of the revised terms following receipt of your instruction and (Re)Insurer's confirmation.

3.5 Renewal of Your Insurance

We will approach you for renewal instruction/information, or provide you with renewal terms when received from (Re)Insurer(s), approximately 1 to 3 months before the expiry of your existing policy. We will also advise you if renewal is not being invited and of any alternate terms, or to obtain your instruction.

Please remember that your duty of disclose applies for any alteration, extension or renewal of your insurance contract.

4. DUTY OF DISCLOSURE

You must be aware of the duty of disclosure in relation to your insurance and the severe consequences of its breach. Under the PRC Insurance Law, at time of application for or renewal of an insurance policy, amendment to the terms of an insurance policy or extension of the policy period, the policyholder has a duty to answer truthfully and provide true, complete and accurate information when a (Re)Insurer makes enquiries about the circumstances of the insured object or insured party. In completing a proposal or claim form or any other material document relating to an insurance policy for (Re)Insurer(s), the truthfulness, accuracy and completeness of all answers, statements and/or information is your responsibility. If there are any changes to the answers/information submitted or to the circumstances of the insured object, the policyholder and/or insured party should inform the (Re)Insurer of such changes in a timely manner. To ensure an insurance policy remains effective, the policyholder and/or insured party must fulfill its duty of disclosure; otherwise, this may lead to the (Re)Insurer terminating the insurance policy and not be liable to provide indemnity or make payment of insurance money in respect of insured incidents which occur before the termination. Under such circumstances, the (Re)Insurer would be entitled to seek recovery of any claims already paid by them under the insurance.

The duty of disclosure and the consequences of its breach may vary to a limited degree from the foregoing, dependent upon the law(s) of which country is applicable to your insurance.

If you are in any doubt as to the ambit of the duty of disclosure or whether a piece of information ought to be disclosed, please do not hesitate to contact us.

5. SELECTION AND SOLVENCY OF (RE)INSURERS

Our selection of (Re)Insurer(s) is generally based on our knowledge and experience of the relevant market sector, its products, our preference to deal with a limited number of (Re)Insurer(s) in each market sector with whom we can develop

trading relationships to the advantage of our clients, and the financial standing of the (Re)Insurer(s).

We use a wide range of Chinese (Re)Insurer(s) (and overseas (Re)Insurer(s) where permitted under Chinese laws and regulations) to obtain the best cover terms available for you. You should note that a different legal and regulatory regime may apply to non-Chinese (Re)Insurer(s) and as such your ability to enforce your legal rights or seek compensation may vary. We will provide you with details of (Re)Insurer(s) we use to place your insurance upon your request.

We accept no responsibility for the financial performance of any (Re)Insurer(s) and will not be responsible in any circumstances in the event that they are unable, for whatever reason, to meet their obligations to you. The final decision on the suitability of a (Re)Insurer will rest with you. If you have any concerns about the (Re)Insurer(s) we are using to provide cover, please approach your usual point of contact immediately.

6. CONFIDENTIALITY AND DATA PROTECTION

We will treat any personal data or other information we receive from you as confidential. Any information that you provide to us will not be used or intentionally disclosed outside the Lockton Group by us except in the normal course of negotiating, maintaining or renewing the insurance, or for handling any claims, unless:

- (a) we have obtained the necessary consent from you;
- (b) we are required to disclose the information by a court of competent jurisdiction or governmental or regulatory body having the requisite authority over us; or
- (c) the information is already in the public domain or has been received by us from a third party not under any duty of confidentiality.

We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

We may share your information with other divisions or companies within the Lockton Group to assist us with your insurance arrangements. We, or they, may wish to inform you of other services or products which could be of interest to you. If you prefer not to receive information on our products or services, please write to your usual contact.

7. CLAIMS SERVICES

7.1 Claim Notification

Claims should be notified to us (or to (Re)Insurer(s) or named other party if the policy provides for direct notification to them) promptly and without delay. If you have a third party claim we would advise you not to compromise that claim or admit liability until you have (Re)Insurers' approval to do so. You should familiarize yourself with the notification conditions in your insurance policy and observe all conditions relating to the reporting and handling of claims and circumstances – failure to do so may well lead to your claim not being paid. Upon our receipt of a claim notification from you, we will undertake an assessment of that claim. If we consider that notice of that claim is not required or if the notification appears deficient in any way, we will promptly explain to you the position and seek your further instruction.

We will notify the participating (Re)Insurer(s) of the claim in a timely fashion. We will then promptly communicate to you any information, comments or advices, received from the (Re)Insurer(s), in relation to the claim notice(s).

7.2 Claim Negotiation and Settlement

We will diligently pursue settlement and, where agreed with the (Re)Insurer(s), the collection of any claim under the insurance and seek to secure the fullest recovery possible within the terms, conditions and limitations of the insurance. We will not compromise the amount of any claims settlement without your prior approval. Where applicable, we will provide you with written confirmation of the acceptance of the claim and the amount of settlement agreed by the (Re)Insurer(s).

8. MAINTENANCE OF RECORDS

During the period of our appointment, we will make, maintain and keep a record of all material particulars relating to our arrangement and/or administration of the insurance, including the notification, processing and resolution of any claims under the insurance for which we provide claims related services. Such records may be kept in paper based, electronic or any other medium we consider appropriate provided that they are either in a legible form or capable of being reproduced in a legible form.

We will reproduce and forward to you (or to any party you request), copies of the documents and records to which you as our client are legally entitled, but we reserve the right to charge you for the reasonable costs of reproduction and forwarding and to retain copies for our internal requirements.

9. CONFLICTS OF INTERESTS

In performing our services, situations may arise where we have conflicting interests. Where we act as agent for two or more clients involved in the same or a related loss situation, we will advise the client involved of our conflicting interests (if any) and take immediate steps to segregate the claim servicing functions provided to each of the involved clients. These steps will normally include the assignment of different Associates within our Claims Teams to represent the claim interests of each involved client and the establishment of direct communication procedures.

Should a situation arise where our own interests conflict with any duty we owe to you, we will not proceed until such time as you have been fully apprised of the position. Your instruction or confirmation of an order to arrange the insurance on your behalf will be taken as your informed consent to proceed in the manner proposed.

10. REMUNERATION

We will charge you a fee or commission for our services. Whenever we charge a fee, that amount will be agreed with you in advance and will be disclosed to you separately to the insurance premium.

Instead of a fee, we can earn a commission payment from the insurance company with whom the insurance is placed and our commission is taken from your premium payment upon receipt and usually calculated as a percentage of the insurance premium. This percentage will have been contractually agreed between us and the insurance company. We earn different percentages for different classes of business and from different insurance companies. By your acceptance of quotation and instruction to place the insurance you are deemed to give your consent to us accepting such commission for the services we provide.

We reserve the right to negotiate with you appropriate additional fee charges to cover administration, documentation, visits or other costs. This may include higher costs of claims handling for exceptional or significant claims activity or major losses, but will explain and disclose any such charges to you separately before you become liable to make any such payments.

In the event your policy is cancelled before the end of the policy period (for whatever reasons), if a fee is paid/payable by you, the amount of fee on the full period of insurance will be retained by us, unless another arrangement has been agreed in writing by us.

You are entitled at any time to request information regarding any income which we earn as a result of placing your insurance business.

11. LIMITATION OF LIABILITY & FORCE MAJEURE

11.1 Limitation of Liability

In the case where our negligence caused direct economic loss to you, we shall compensate you in accordance with the laws. Except where the loss was the caused by an intentional act or an act of gross negligence on our act, our total liability to compensate you under this clause 11.1 shall not exceed USD5 million.

11.2 Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from the events, circumstances or causes beyond its reasonable control, which shall be deemed to include, but not be limited to the following: act of God; civil commotion; failure of third party suppliers; sabotage; labour dispute and industrial action; delay of (Re)Insurer(s); explosion; or fire; and in such circumstances the time for performance shall be extended for a period equivalent to the period during which performance of the obligation has been delayed or failed to have performed, provided that if the period of delay or non performance continues for 12 weeks, either party may terminate this Agreement by giving 14 days written notice to the other party.

12. COMPLAINTS

We take complaints made against us very seriously and maintain a procedure to ensure that complaints are dealt with promptly and fairly.

If you wish to register a complaint, please notify your usual contact, Division Head or the Chief Operating Officer, either in writing or by telephone. If we cannot resolve your complaint straight away, we will acknowledge its receipt promptly and arrange for a senior manager to investigate the matter and provide you with a response. If you are not happy with the way your complaint has been handled, you may refer the matter to the CIRC.

13. MONEY LAUNDERING, BRIBERY AND SANCTIONS

We are obliged to take reasonable steps to safeguard our company and our clients against the risk of financial crime. To achieve this we may need to ask you to provide us with additional information to help establish proof of identity or legitimacy of any insurance transactions you ask us to undertake on your behalf. We will not agree to make payments to unknown third parties where we have had no direct dealings or knowledge of an involvement on your account.

As an organisation we have in place strict anti-bribery and anti-corruption practices in accordance with applicable laws, regulations and best practice.

Any insurance transaction or payment to or from a country subject to any form of sanction may be prohibited or subject to restrictions.

14. TERMINATING OUR APPOINTMENT

Either you or we may terminate our appointment to act as your agent in relation to the insurance by giving at least 30 days notice in writing.

If you terminate our appointment less than 3 months prior to the renewal of your insurance, an additional fee shall be charged to be calculated based on 25% of the commission or fee that would otherwise have been payable to us for renewing all your insurance.

Termination of our appointment does not affect the rights, obligations or liabilities of either you or us in relation to the insurance, which have accrued prior to the termination date, but following the termination we will owe you no further obligations to provide any services in relation to your insurance. Upon

termination of appointment all relevant files and claims files for the run-off will be transferred to the new broker appointed by you according to your instruction. In the event you wish us to handle run-off claims on your behalf and we agree to do so, we reserve the right to charge a reasonable fee for these services.

As our commission or fee for bringing about or arranging the insurance is fully earned when your insurance is successfully placed, any unpaid commission or fee will become immediately due and payable to us upon termination of our appointment.

15. DISPUTE RESOLUTION

Both of us agree that any dispute or difference between us arising out of or in connection with this Terms of Services or the services provided by us shall first be resolved by the parties through friendly consultations. If the dispute cannot be resolved through friendly consultations between the parties within 30 days following the first written request from a party for consultations, then either party may submit the dispute to the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission for arbitration which shall be conducted in accordance with the rules of CIETAC in effect at the time of applying for arbitration. The arbitration award shall be final and binding on both parties.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of China.

Please contact us immediately if there is anything in this Terms of Services that you do not understand or with which you disagree, or if you have any questions, please contact your usual contact in the first instance who will be pleased to assist you.

If we do not hear from you within 30 days of us sending you this Terms of Services or if we receive a duly signed broker on record, an instruction or confirmation of an order to arrange insurance on your behalf, whether or not within the 30 day period, this will in any event be deemed acceptance by you of this Terms of Services.

Lockton Companies (China) Insurance Brokers Ltd
Unit 01-02, 3rd Floor, LJZ Plaza, 1600 Century Avenue
China (Shanghai) Pilot Free Trade Zone, China 200122
Tel: +86 21 5081 2338 Fax: +86 21 5820 8131

Beijing Branch

Room 1012B, Tower W3, Oriental Plaza
1 East Chang An Avenue, Dong Cheng District
Beijing, China 100738
Tel: +86 10 5811 6114 Fax: +86 10 8518 0695

Guangdong Branch

Room 1705, CITIC Plaza, 233 Tianhe N. Road
Guangzhou, China 510613
Tel: +86 20 3883 6066 Fax: +86 20 3891 1500

Our Mission

To be the worldwide value and service leader in insurance brokerage, employee benefits, and risk management

Our Goal

To be the best place to do business and to work

