

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[®]

客户告知书

尊敬的客户：您好！

本公司是一家由中国银行保险监督管理委员会（银保监会）批准成立、提供保险经纪服务的公司。根据《保险经纪人监管规定》，我们将下列信息告知贵司：

一、公司基本信息

公司名称：诺德（中国）保险经纪有限公司
住所/经营场所：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
中国北京市朝阳区工人体育场北路甲 2 号盈科中心 A 栋大厦 608&609 单元（北京分公司）
中国广州市天河区天河北路 233 号中信广场 1705 室（广东分公司）
业务范围：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；银保监会规定的与保险经纪业务有关的其他业务。
联系方式：+86-21-50812338
+86-10-85141088（北京分公司）
+86-20-38836066（广东分公司）

二、获取报酬方式

我们一般向您投保的保险公司收取佣金（或称“经纪费”）作为报酬，佣金通常以保费的百分比计算。我们亦可以另行协商约定向您收取服务费作为报酬。

三、关联关系

除了在香港特区设立的诺德集团内的保险中介公司，我公司在中国不与任何保险公司、保险中介机构存在关联关系。

四、投诉渠道及纠纷解决方式

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，请以书面或电话告知您的日常联系人、部门主管或分公司负责人或发送邮件至 cschina@asia.lockton.com。如我们不能立刻解决您的投诉，我们会向您确认收到投诉，并安排高级管理人员就事件展开调查和向您反馈。

如就我们提供的服务出现任何争议或纠纷时，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 60 日内争议或纠纷未能解决，任何一方可以按双方约定将争议提交法院或仲裁机构处理。

尊敬的客户，如果您对上述内容有任何疑问，欢迎致电本公司，我们将有专门人员为您解答。

特此告知

诺德（中国）保险经纪有限公司

服务条款

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银行保险监督管理委员会批准设立并受其监管，为投保人与保险公司订立保险和再保险合同提供中介服务的保险经纪机构。本服务条款系我们向贵司提供服务的合同，约定了双方的权利义务并明确说明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」的含义（在适用的保险合同中）包括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)保险公司开始洽谈之前，我们希望能充分了解您的要求。我们在需要时会协助搜集和整理投保信息，为提交至我们认为合适或您希望我们联系的(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，我们会向您报告，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。您应查阅该份受保证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

在保单有效期间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，我们会联系您要求续保指示/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

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，并且在保险合同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，(和在中国法律法容许下采用海外(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，请立刻联系您的日常联系人。

6. 保密及资料安全保护

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，请书面通知您的日常联系人。

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赔，我们建议您不要就该索赔妥协或承认责任，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理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 赔案跟踪及支付

我们会尽责跟踪索赔案件的情况，并在(再)保险公司同意下或您的要求下，代为收取保险赔偿金，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。在末得您同意前，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)复制及递送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递送和内部保留所需副本，向您收取合理费用。

9. 利益冲突

在履行服务的过程中，利益冲突的情况可能出现。利益冲突情况的例子包括：我们的一个客户向另一个客户要求索赔、两个我们代表的客户在有限的保险市场里争夺保障。如果发生以上情况，我们会告知所涉及的客户以让客户能在充分知悉的情况下对所出现的利益冲突情况作出决定(以及我们为管理该利益冲突情况采取的措施)，如果您就某一冲突提出反对请通知我们。您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。如果我们认为我们无法公平地管理冲突，我们会退出处理有关的服务并向您汇报。

10. 报酬

我们会为我们的服务向您收取服务费或佣金。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。

一般我们会向您投保的(再)保险公司收取佣金，我们的佣金将在保费中扣除，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通过双方约定达成。我们就不同的险种和从不同的保险公司赚取不同的百分比。我们保留权利与您协商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。

我们为促成或安排保险所得的佣金或服务费在我们成功为您安排保险时已全数确定赚取，不管保费在何时需要向保险公司支付，因此如您的保险在保险期满前(因任何理由)被取消或提前解除，我们将保留整个保险期间的佣金或服务费，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，我们会书面作出回复。

11. 责任限制及不可抗力

11.1 责任限制

所有在法律上默示的保证、条件及其他条款，在法律容许的最大范围内被排除于此合同内。

如因我们的过错给贵司造成损失的，我们将依法承担赔偿责任直接经济损失的责任。**除因故意或欺诈所造成的损失，我们在本合同下的总赔偿责任限额不超过五百万美元。**

就下列事项我们并不会对您承担责任：资料损失或损坏、利润损失、或任何间接或相应而生的损失或损害。

11.2 不可抗力

双方任何一方不会被视为不履行合同或延误或未有履行本合同内的任何责任，若此不履行或延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、保险或再保险公司延误、爆炸、或火灾，在该种情况下履行责任的时间将因应延迟或不能履行责任的期间而作相应长度的延伸，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合同。

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，请以书面或电话告知您的日常联系人、部门主管或分公司负责人。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。

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。

作为一家企业，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。

保险交易或付款可能受国际贸易制裁 International Trade Sanction (“ITS”) 禁止或限制，ITS 涵盖的范围包括(但不限于)就某类货物、在某个区域或与某人的交易。如果我们发现或相信我们作出或可能实施的安排可能违反任何形式的 ITS，那么我们可能会立即停止部分或全部的安排。这可能导致我们能继续为您安排保险计划的某些部分但不能安排另外某些部分。我们会通知您如出现相关的情况。

14. 终止委托

如非我们另有协议，您或我们均可提前 30 天以书面形式通知终止委托我们作为您的保险经纪。

如您在您续保前少于 3 个月内终止委托我们并且我们已经开始续保工作，我们保留权利要求您支付我们在终止日前已经开展续保工作的合理费用。

终止委托我们并不影响您或我们在终止日期前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，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保险经纪。如您希望我们代表您处理未结束的理赔案，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，请首先联系您的日常联系人，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安排投保，将被视为贵司同意接受本服务条款内的约定。

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
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北京分公司

北京市朝阳区工人体育场北路甲 2 号
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广东分公司

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INFORMATION TO CLIENT

We, Lockton Companies (China) Insurance Brokers Limited, are a company approved by China Banking and Insurance Regulatory Commission (“CBIRC”) to provide insurance broking services. Pursuant to *Provisions on the Supervision and Administration of Insurance Broker*, we hereby provide you with our information as follows:

1. Basic Information

Name of Company:	Lockton Companies (China) Insurance Brokers Limited
Address/Business Location:	Unit 01-02, 3 Floor, LJZ Plaza, No.1600 Century Avenue, China (Shanghai) Pilot Free Trade Zone, Shanghai, China Unit 608&609, Tower A, Pacific Century Place, 2A Gong Ti Bei Lu, Chaoyang District, Beijing, China (Beijing Branch) Unit 1705, 17 Floor, CITIC Plaza, No.233 Tian He N. Road, Guangzhou, China (Guangdong Branch)
Scope of Services:	On behalf of policyholder design insurance proposal, select suitable insurers, arrangement of insurance, assist insured making insurance claims, risk management, risk assessment and loss prevention consultancy services, reinsurance broking services and other businesses authorised by CBIRC which relates to insurance broking.
Contacts:	+86-21-5081 2338 +86-10-8514 1088 (Beijing Branch) +86-21-3883 6066 (Guangdong Branch)

2. Our Remuneration

Typically, we are remunerated by commission (or “brokerage”) from the insurer whom your insurance is placed and our commission is usually calculated as a percentage of the insurance premium. We may also negotiate and agree to receive service fee from you as remuneration for our services.

3. Affiliation

Except for insurance intermediaries that are within the Lockton Group operating in Hong Kong SAR, we do not have affiliation with any other insurers and insurance intermediaries in China.

4. Complaints and Dispute Resolution

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 make a complaint, please notify your usual contact, Division Head or the Branch Office Head, either in writing or by telephone, or you may send an email to cschina@asia.lockton.com. 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.

Any dispute or difference between us arising out of our services shall first be resolved through friendly negotiation. If the dispute or difference cannot be resolved within 60 days after one of us had sent a notice to the other demanding a negotiation, then either party may submit the dispute to the Court or Arbitration Centre in accordance with the agreement between the parties for determination.

If you have any queries regarding the content of this notice, please do not hesitate to contact us.

Lockton Companies (China) Insurance Brokers Limited

Terms of Services

1. INFORMATION TO CLIENT

Lockton Companies (China) Insurance Brokers Ltd is approved and supervised by the China Banking and Insurance Regulatory Commission to provide insurance and reinsurance intermediary services to applicants for insurance and reinsurance. These Terms of Services is an Agreement governing the rights and obligations of each of 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, “insurance” means each contract of insurance which we arrange or bring about on your behalf, “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

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 or you wish for us to approach.

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 disclosure 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 SECURITY OF INFORMATION

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 follow up on status of any claims and, where agreed with the (Re)Insurer(s) or upon your request, collect any claim payments under the insurance on your behalf 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 a conflict of interest arises. Examples of conflicts can include where one client we represent makes a claim against another client we represent; or 2 clients we represent are competing for limited capacity.

Should such a situation arise we will advise you so that you can make an informed decision about the conflict (and if applicable, the specific action we will take to manage that conflict). If you object to the particular conflict, then you will need to advise us. Your instructions 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. If we feel that it is not possible to manage the conflict fairly, we will withdraw from the arrangement and advise you accordingly.

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 (re)insurance premium.

Typically, we receive a commission payment from the (Re)Insurer with whom the (re)insurance is placed and our commission is taken from your premium payment upon receipt and usually calculated as a percentage of the (re)insurance premium. This percentage will have been contractually agreed between us and the (Re)Insurer. We earn different percentages for different classes of business and from different (Re)Insurers.

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.

Unless otherwise agreed commissions and fees for bringing about or arranging (re)insurance are considered fully earned when the (re)insurance incepts, irrespective of when the premium for the (re)insurance is payable to the (Re)Insurer(s) and are not refundable in the event of cancellation or early termination of the (re)insurance contract.

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

11. LIMITATION OF LIABILITY & FORCE MAJEURE

11.1 Limitation of Liability

All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.

In the case where our negligence caused loss to you, we shall compensate your direct economic loss in accordance with the laws. **Except where the loss was the caused by our intentional act or fraud, our total liability to compensate you under this Agreement shall not exceed USD5 million** and we shall not be liable to you for loss of or corruption of data, loss of profit, or any indirect or consequential loss or damage.

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 Branch Office Head, 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.

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.

Insurance transactions or payments may be prohibited or subject to prohibition or restrictions under International Trade Sanctions ("ITS") covering (without limitation) trade in certain goods, territories or individuals. Where we discover or have reasonable belief that the arrangements we make or may put in place may be in breach of any form of ITS then we may immediately cease any part or all of that arrangement. This may result in us continuing to make arrangements on your behalf for some elements of your insurance program and not others. We will make you aware if this applies.

14. TERMINATING OUR APPOINTMENT

Unless otherwise agreed, either you or we may terminate our appointment to act as your broker 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 and we have commenced to work on your renewal, we reserve the right to ask for a reasonable fee for the renewal work we carried out up to the date of termination.

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

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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



www.lockton-asia.com