

General Terms and Conditions of Aon Nederland cv

Article 1. General

In these General Terms and Conditions, the following definitions shall apply:

Aon: Aon Nederland C.V., having its offices at Admiraliteitskade 62, 3063 ED Rotterdam, the Netherlands, listed in the Commercial Register under number 24061634 and with the Dutch Authority for the Financial Markets under number 12009529, and/or a company affiliated with Aon.

You: the natural or legal person with whom Aon enters into a contract to perform services.

Article 2. Applicability

1. These General Terms and Conditions apply to all legal relationships between You and Aon, with the exception of reinsurance brokerage services provided by Aon.
2. These General Terms and Conditions may also be relied upon by natural persons and legal entities that are directly or indirectly affiliated with Aon and that are in any way involved in the provision of the services by or on behalf of Aon.
3. Your general terms and conditions shall not apply, unless expressly agreed otherwise in writing.
4. If a provision of these General Terms and Conditions is invalid, the other provisions of these General Terms and Conditions shall remain in full force.

Article 3. Performance of the contract

1. Aon performs the contract as a competent service provider, acting reasonable and in accordance with the applicable laws and regulations.
2. The term indicated by Aon for the performance of the contract is not a strict deadline, unless agreed otherwise in writing.
3. Aon is dependent on the information provided by You for the performance of the contract. Therefore You warrant that the information provided by You is correct, accurate and complete. You will provide all information indicated by Aon as being necessary and furthermore all information You reasonably ought to understand is relevant.
4. Under the law or contract, Aon may be obliged to ascertain Your identity, to verify if there is question of a (performed or intended) unusual transaction and, where applicable, to notify the relevant authorities thereof without informing You. You confirm that You are aware of this and agree to this.

Article 4. Confidentiality

1. Aon shall at least observe the applicable statutory provisions when processing personal data.
2. Aon processes data from You and your insurance programmes, including name, address and telephone details, policy details and personal details needed to effect insurance and all other

services provided by Aon. This information is stored in one or more databases. These databases are used for Your benefit and may also be consulted by other Aon companies, among other things for the provision of services to insurers, for which Aon may receive a remuneration.

3. If Aon processes personal data of third parties in the context of the performance of the contract, for example personal data of your employees, Aon assumes that You have informed these third parties of the provision of personal data to Aon and that You have referred these third parties to the Privacy Statement of Aon. The Aon Privacy Statement can be found on our website, for example: www.aon.nl.
4. In view of the global structure of the group of companies of which Aon is part, personal data provided by You may be sent to, used, stored or otherwise processed in a country other than that in which the information was obtained. In such cases, Aon shall provide for an appropriate level of protection.

Article 6. Remuneration and premium payment

1. Aon makes agreements with You regarding its remuneration. The remuneration consists of a fee or commission or brokerage paid to Aon by the insurer, a fixed fee or other manner of remuneration. Other remuneration components may be the claim settlement commission, recourse payments, interest income on funds and additional payments from insurers for services provided to insurers. Aon also charges You policy and administration costs, which depend on the amount of the premium and/or commission. The remuneration is increased with turnover tax and/or insurance tax due.
2. Aon may adjust the agreed remuneration annually on the basis of the applicable CBS index or as agreed in the contract concluded with You.
3. You must pay the premium and/or remuneration within 30 days of the invoice date, without any deduction, set-off or suspension. If You fail to pay the invoice in time and after You have received a notice of default, Aon may charge You statutory interest and extrajudicial costs from the date of default. The extrajudicial collection costs shall amount to 15% of the overdue amount, with a minimum of EUR 250. Payments made shall first serve to settle any outstanding interest, then to settle the collection costs due and then to settle the principal sum.
4. Aon may set off payments owed by Aon to You against payments owed by You to Aon, regardless of the legal relationship they arise from.

Article 7. Liability

1. The provisions of this article 7 concerning liability apply to Aon, its employees and the natural persons and legal entities referred to in

article 2, paragraph 2. The provisions of this article also apply to claims filed against Aon by You, a company affiliated to You or an employee of Yours or a company affiliated with You.

2. To the extent permitted by law and with the exception of damage or losses arising solely and directly as a result of intent or gross negligence on the part of Aon or its management, Aon's liability towards You for all damage, losses, costs and expenditure (including but not limited to legal fees) concerning or relating to the services provided by Aon is limited to EUR 2,500,000.
3. If the services provided by Aon consist of advisory and/or intermediary services for pension insurance and/or premium pension claims and/or investment advice, business advice or actuarial advice, Aon's liability for compensation, in deviation from the amount stated in paragraph 2 of this article, is limited to once the annual fee, with a maximum of EUR 2,500,000.
4. Aon is in no event liable for indirect losses, trading losses or consequential losses, including lost profit and reputational damage.
5. All claims against Aon concerning or relating to the services provided by Aon shall lapse no later than one year from the date on which You became aware or reasonably should have become aware of the grounds for the claims, without prejudice to the provisions of Article 6:89 of the Dutch Civil Code and by way of departure from any lengthier statutory forfeiture and limitation terms.
6. Aon is not responsible for errors or omissions by third parties such as non-affiliated co-brokers and sub-agents. Vicarious liability is therefore entirely excluded.
7. Aon is not liable for the consequences of the provision of incomplete, untimely or inaccurate information by You.
8. If Aon takes over insurance from another intermediary, Aon is not liable (in compliance with this article 7) in respect of these insurance policies before such time as Aon has had a reasonable time to assess the status thereof and issue an advisory report.
9. You shall indemnify us against any and all claims filed by Your employees against us in connection with the performance of this contract.
10. Aon checks the solvency of insurers when placing and renewing insurance, but it is not liable if an insurer proves to be insolvent afterwards.

Article 8. Force majeure

1. Aon shall not be liable to perform the contract if this is not reasonably possible due to circumstances arisen through no fault of Aon and arisen after the conclusion of the contract.
2. A failure in the performance on the part of Aon shall in any event be considered a non-attributable failure if it results from fire, acts of war, government measures or any other circumstances of such nature that performance cannot reasonably be expected from Aon.

Article 9. Contract takeover

1. Aon may transfer all or part of its business to another party. The legal relationship between You and Aon on the basis of a

contract shall be included in the transfer. You agree now for then to cooperate in this contract takeover. Of course You will be informed by Aon of any contract takeover.

Artikel 9. Contractoverneming

1. Aon kan haar onderneming (deels) overdragen aan een andere partij. De rechtsverhouding die U heeft met Aon op basis van een overeenkomst, gaat daarbij mee over. U geeft nu alvast uw medewerking aan deze contractoverneming. Uiteraard krijgt U hiervan van Aon bericht.

Article 10. Applicable law and dispute settlement

1. The legal relationship between You and Aon is governed by Dutch law.
2. The District Court of Rotterdam shall be exclusively competent to settle disputes between You and Aon.
3. If You are party to the legal relationship with Aon as a consumer, at your choice You can submit disputes relating to services provided by Aon either to the civil court or to the Dutch Financial Services Complaints Tribunal (Kifid).

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