

# **California e-Recording Transaction Network** Authority (CeRTNA) Renewal Proposal

August 5, 2021



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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 the Commercial Risk Solutions U.S. Business Terms.

### **Executive Summary**

- The Market continues to harden, the brokerage side of Scottsdale is offering renewal terms.
  - o They have quoted their Minimum Premium which is \$25,000 plus Terrorism Option.
  - There is a Policy Fee this year \$350.
  - Deductible is now only \$5,000 per Occurrence (previous years was \$10,000 per claim). As they are at their MP, an increase in deductible would not give any savings.
- Due to the current marketplace, most premiums continue to go up.
- Below is the list of endorsements/exclusions included in the coverage:
  - o Communicable Disease
  - Consolidated (Wrap up) Insurance Program Exclusion
  - o EIFS Exclusion
  - Employment Related Practices Exclusion
  - Unmanned Aircraft Exclusion
  - Marijuana/Cannabis Exclusion
  - Med Pay Exclusion
  - Minimum and Advance Premium Endt 100% Minimum
  - o Multi-Unit Habitational Conversion Exclusion
  - Total Absolute Pollution Exclusion
  - Animal Exclusion
  - Assault /Battery Exclusion
  - Cross Liability Exclusion
  - Specified Project Exclusion
  - o Total Liquor Exclusion
  - o Additional Insured Managers/Lessors of Premises (Bakersfield location)
  - Amendment of Conditions
  - Classification Limitation
  - Limitation of Coverage to Designated Premises (Bakersfield location)
- Below is a list of endorsements/exclusion no longer on the policy:
  - o Eminent Domain Exclusion
  - o Athletic or Sports Participant Exclusion
  - Hydraulic Fracturing Exclusion
  - o Earth or Land Movement Exclusion
  - Contractors Special Conditions
  - Governmental Subdivisions

# Insured's Acknowledgement and Instruction to Bind

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated August 5, 2021 for General Liability and provided in the attached Commission Disclosure Statement (CDS) dated August 5<sup>th</sup>, 2021. We hereby instruct Aon Risk Insurance Services West, Inc. 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, including the ARS U.S. Business Terms.

Line of Coverage / Exposure Basis	Carrier	21-22 Premium	Option to Bind
General Liability w/TRIA	Scottsdale Ins. Co. (through CRCSwett) (Nationwide Group), A. M. Best rated A+ XV	\$ 27,464.50	
General Liability w/o TRIA	Scottsdale Ins. Co. (through CRCSwett) (Nationwide Group), A. M. Best rated A+ XV	\$ 26,173.88	X

08/06/21	
Date	
On Behalf of CeRTNA	
Richard Sherman	

### **Aon Service Team**

#### Operational

#### Billy Deeb

Director – Public Entities Practice Group P 213.630.2059 M 213.200.0080 E billy.deeb@aon.com

#### Brokerage

John Rhodes
Account Executive
P 832.581.9893
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#### **Aon Client Services**

Brandon Baez Account Specialist P 847.442.1440

E brandon.baez@aon.com

# **Premium Comparison**

	Pre	emium Comparison	
Line of Coverage / Exposure Basis	20-21 Premium	21-22 Premium	% Premium Change
General Liability	\$ 26,003.51	\$ 26,173.88	Flat
TOTAL	\$ 26,003.51	\$ 26,173.88	Flat

# General Liability

Details		2020-2021	2021-2022
Premium (excluding TRIA)	\$	25,000.00	\$25,000.00
State Taxes & Fees	\$	818.51	\$823.88
Inspection or Policy Fee	\$	185.00	\$350.00
Total Premium (excluding TRIA)	\$	26,003.51	\$26,173.88
Each Occurrence	\$	1,000,000	\$1,000,000
General Aggregate	\$	2,000,000	\$2,000,000
Products-Completed Operations Aggregate		Included	\$2,000,000
Personal/Advertising Injury	\$	1,000,000	\$1,000,000
Damage to Premises Rented To You - Any One Premises		100,000	\$100,000
Medical Payments		Excluded	Excluded
Deductible		5,000	\$5,000

## **Details of Payment Terms**

Your insurance premium can be paid as invoiced and premium is due upon receipt. Alternatively, the premium can be financed and paid in monthly instalments, which can vary from 6 instalments to 12. Please let us know if you are interested in receiving a premium finance quote.

### **Market Security**

Carrier Best Rating

Scottsdale Insurance Co. A XV

#### Rating

A++, A+ Superior
A and A- Excellent
B++, B+ Very Good
B and B- Good
C++, C+ Fair
C and C- Marginal

D Below Minimum Standards
E Under State Supervision

F In Liquidation

#### A.M. Best Rating System

A.M. Best's Insurance Reports provides financial solvency ratings for insurance companies. The following chart explains Best's rating system. For the latest rating, access www.ambest.com.

Financial Size Category	Adjusted Policyholder's Surplus (\$000's)
Class I	Up to 1,000
Class II	1,000 to 2,000
Class III	2,000 to 5,000
Class IV	5,000 to 10,000
Class V	10,000 to 25,000
Class VI	25,000 to 50,000
Class VII	50,000 to 100,000
Class VIII	100,000 to 250,000
Class IX	250,000 to 500,000
Class X	500,000 to 750,000
Class XI	750,000 to 1,000,000
Class XII	1,000,000 to 1,250,000
Class XIII	1,250,000 to 1,500,000
Class XIV	1,500,000 to 2,000,000
Class XV	2,000,000 to More

### 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 "You") will be subject to these 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 responsibility 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.

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 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.

#### **Collection and Use of Client Information**

Aon gathers data containing information about the Client and Your insurance placements, as Well as information about the insurance companies that provide coverage to the Client or compete for the Client's insurance placements. In addition to the information provided by the Client, Aon may collect information from commercially available sources. Such information may include name, address, email address and demographic data.

This information may be shared among Aon affiliated businesses, as Well as with third-party service providers acting on Our behalf. In addition to being Used to provide services to Aon's customers, the information may be Used for

business administration, business reporting, statistical analysis, marketing of Aon products or services and providing consulting or other services to insurance companies for which Aon or its affiliates may receive remuneration. Aon takes appropriate measures to protect the privacy and confidentiality of Our customers as Well as to comply with applicable laws and regulations. Aon may Use or disclose information about Our customers if We are required to do so by law, Aon policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

Due to the global nature of services provided by Aon, the personal information the Client provides may be transmitted, Used, stored and otherwise processed outside of the country where the Client submitted that information.

#### **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.

#### **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 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.

#### **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.

#### **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.

#### Foreign Account Tax Compliance Act (FATCA)

FATCA applies to any insurance placements containing U.S.-sourced risk. The Client acknowledges that Aon is required to act as a withholding agent on any FATCA eligible premium payments when Commercial Risk or its licensed affiliates are responsible for the remittance of premium payments to insurers, and in such instances, Aon will be responsible for gathering and validating appropriate FATCA form(s) from carriers and intermediaries involved in FATCA eligible premium payments. Aon will not act as withholding agent on premium remitted by You to any other party, including premiums paid directly to insurers or intermediaries.

If the Client directs Use of a carrier or intermediary that is unable or unwilling to provide FATCA forms to Aon in instances where Aon is to remit premium to that carrier or intermediary, the Client will be responsible for paying any additional sums so that the mandated FATCA withholdings can be made while concurrently fulfilling the Client's obligation to remit the full premium amounts necessary to effect coverage. Aon will not be responsible for issues arising from Aon withholding 30% of premium payments in connection with its FATCA obligations.

The Client will be responsible for all aspects of FATCA compliance for premium payments made to entities other than Aon including payments made directly to (re)insurance carriers or intermediaries.

Aon provides Aon's US W-9 form(s) to the Client via Aon.com as directed to the Client on invoices. The Client agrees with and accepts delivery of such form(s) via Aon.com. The Client agrees to work with Aon to provide information required to meet FATCA obligations.

#### **Pricing**

Aon does not and cannot guarantee the availability or price of insurance for Your risks and will not be responsible for fluctuation in the premiums charged by insurers. We will rely on You to review and approve calculation or estimation of premium and Aon is not responsible for any loss occasioned as a result of Our calculation or estimation of premium and statutory charges that may apply to Your 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 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

#### **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 Group Member" and together, "Client Group") 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 Group Member" and together, "Aon Group"). Nothing in this Liability Limitation section implies that any Aon Group Member owes or accepts any duty or responsibility to any Client Group Member.

If the Client or any Client Group Member asserts any claims or makes any demands against Commercial Risk Solutions or any Aon Group Member 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 Commercial Risk Solutions or any Aon Group Member that exceeds this Liability Limitation.

### General Data Protection Regulation (GDPR)

#### 1. Data Protection

For the purpose of this Section:

- a) "Agreement Personal Data" means any personal data (including sensitive or special categories of personal data including but not limited to data revealing medical conditions, criminal convictions or offences) that is processed under or in connection with the Services performed under this Agreement;
- b) "Business Day" means a day except Saturdays and Sundays and public holidays in United States;
- c) "DP Laws" means any applicable data protection laws relating to the protection of individuals with regards to the processing of personal data including (i) EU Data Protection Directive 95/46/EC ("DP Directive") as implemented by EU member states; (ii) the General Data Protection Regulation (EU) 2016/679 ("GDPR") from 25 May 2018; (iii) laws implemented by EU member states which contain derogations from, or exemptions or authorisations for the purposes of, the GDPR, or which are otherwise intended to supplement the GDPR, (iv) Directive 2002/58/EC ("ePrivacy Directive") as implemented by EU member states (including Switzerland) or in the UK (as may be applicable), (v) any legislation that, replaces or converts into domestic law the GDPR and/or the ePrivacy Directive (as may be updated or replaced) or any other law relating to data protection, and/or (vi) any corresponding or equivalent national laws or regulations including any amendment, update, modification or re-enactment of such laws;
- d) "EEA" means the European Economic Area;
- e) "Personal Data Breach" means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Agreement Personal Data;
- f) "Supervisory Authority" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws; and
- g) the terms "controller", "processor", "data subject", "personal data", "processing" and "special categories of personal data" shall all have the meanings given to those terms in under either the DP Directive, or the GDPR as applicable (and related terms such as "process" shall have corresponding meanings).

Each of the parties is and will remain a separate and independent controller in respect of the Agreement Personal Data and shall independently determine the purposes and means of such processing. Each party warrants that it will observe all applicable requirements of DP Laws and these terms in relation to its processing of the Agreement Personal Data.

You acknowledge and understand that Aon gathers personal data from You for (i) the delivery of the Services; (ii) the management of Our relationship with You, including the marketing of products or services to You which may be of interest to You, invoicing, the settlement of disputes and associated business administration; and (iii) the development of Aon Group Members' products and services (for example conducting benchmarking, market research, data analysis), for the purposes of which Aon shall process aggregated, de-identified data, and shall not publish externally or otherwise disclose any information which derives from data originating from You which would identify an underlying data subject or You without Your prior consent. You acknowledge and understand that Aon shall act as a controller of any personal data which is processed pursuant to this Section and shall comply with DP Laws in respect of such processing.

#### General Data Protection Regulation (GDPR) (continued)

You agree that the Agreement Personal Data provided or made available to Aon by You or on Your behalf can be Used by the Aon Group Members (and Our and their service providers) for the purposes of the Services and in accordance with the terms of this Agreement and You confirm that You have (i) provided or shall provide a notice to all relevant data subjects (for example Your employees or insureds) which describes the disclosure of Agreement Personal Data to Aon for the purposes envisaged by the Agreement (further details of which are available on Aon's Website at http://www.aon.com/about-aon/privacy.jsp; (ii) obtained or shall obtain all consents from data subjects necessary for Aon to process the Agreement Personal Data for the purposes of performing the Services; (iii) complied and shall comply with the DP Laws and with guidance from all relevant Supervisory Authorities; and (iv) otherwise complied with and shall comply with all the relevant regulations and legislation.

Each of the parties will, on request, provide the other with reasonable assistance, information and cooperation, at its own expense, to ensure the other party's compliance with the respective obligations under DP Laws in relation to the Agreement Personal Data. If a data subject makes a written request to a party to exercise their rights in relation to the Agreement Personal Data that concerns processing in respect of which the other party is the controller, such party shall (i) forward the request to the other party promptly and in any event within five (5) Business Days from the date on which it received the request and (ii) upon the other party's reasonable written request, provide that other party with reasonable co-operation and assistance in relation to that request to enable the other to respond to such request and meet applicable deadlines under DP Laws.

If either party (the "Data Receiving Party") receives any complaint, notice or communication from a Supervisory Authority which relates directly or indirectly to the other party's (i) processing of the Agreement Personal Data; or (ii) a potential failure to comply with DP Laws, the Data Receiving Party shall, to the extent permitted by law, promptly forward the complaint, notice or communication to the other Party and provide the other Party with reasonable cooperation and assistance in relation to the same.

Each party shall implement appropriate technical and organisational security measures in relation to the processing of the Agreement Personal Data by or on behalf of such party in the performance of this Agreement, which shall ensure a level of security appropriate to the risk including, as appropriate, (a) pseudonymisation and encryption; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) 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 (d) a process for regularly testing, assessing and evaluating the effectiveness of those measures.

If either party becomes aware of a Personal Data Breach involving Agreement Personal Data, it shall notify the 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 or to data subjects which either party is required to make under DP Laws.

Due to the global nature of services provided by Aon and the Aon Group Members, Agreement Personal Data may be transmitted, Used, stored and otherwise processed outside of the country in which it was submitted. The parties acknowledge that Aon may transfer and otherwise process or have transferred or otherwise processed Agreement Personal Data outside the EEA provided that such transfer is made in compliance with applicable DP Laws.

If We provide any additional services to You that require Us to process Agreement Personal Data as a processor on Your behalf, any additional terms relating to that processing and ensuring its compliance with DP Laws may be set out in a separate agreement.

# **Appendix**

Copies of insurer quotes

### Copy of Insurance Quotes

See attached file.



Renewal Quote.pdf

#### **About Aon**

Aon plc (NYSE: AON) is a leading global professional services firm providing a broad range of risk, retirement and health solutions. Our 50,000 colleagues in 120 countries empower results for clients by using proprietary data and analytics to deliver insights that reduce volatility and improve performance.

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