Aon Risk Insurance Services Southwest, Inc. Environmental Services Group

# City of Alameda Alameda Point/Alameda NAS Alameda, CA

Environmental Site Liability Insurance Renewal Proposal

Presented by:

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Presentation Date: February 16, 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**

Aon Environmental Services Group (ESG) is pleased to present the results of our marketing efforts for renewal of the pollution legal liability insurance for the Alameda Point/Alameda Naval Air Station Property. Aon prepared specification on your behalf and approached the following markets for quotes:

- Beazley
- Ironshore
- AXA XL (incumbent)
- Allied World
- Ascot
- Great American
- Philadelphia/Tokio Marine

The above markets were chosen based upon their ability to provide the requested limit options and requested site coverage. Quotes were received/declined as per the below:

Insurance Carrier	Response
Beazley	Quoted
Ironshore	Declined to quote – site type outside of risk appetite
AXA XL (incumbent)	Quoted
Great American	Indication Provided. Final Quote pending legal review of
	endorsements and contracts
Ascot	Quoted
Allied World	Can only offer 3 <sup>rd</sup> party bodily injury/property damage
	coverage, so no quote provided
Philadelphia/Tokio Marine	Declined to quote – site type outside of risk appetite

The following tables summarize the premium and coverage terms offered.



# **Premium Summary**

Limits of Liability	Self-Insured Retention	Policy Term	XL Expiring Policy	AXA XL* Renewal Quote	Beazley	Ascot	Great American**
\$25M each incident/\$50M policy aggregate	\$250,000	10 Years	\$697,445 (Optional TRIA was declined)	NA	NA	NA	NA
\$10M each incident/\$10M policy aggregate	\$100,000	10 Years		\$812,000 (10 yrs historical with 3 years new)	\$307,394 (5 Year Term \$169,275)	\$415,200	Not Offered
\$10M each incident/\$10M policy aggregate	\$250,000	10 Years		\$746,000 (10 yrs historical with 3 years new)	\$275,704 (5 Year Term \$151,825)	-	\$330,658 (5 Year Term for \$200,000)
\$15M per incident/\$15M policy aggregate	\$100,000	10 Years		\$947,000 (10 yrs historical with 3 years new)	\$378,439 (5 Year Term \$208,399)	\$463,500	Not Offered



Limits of Liability	Self-Insured Retention	Policy Term	XL Expiring Policy	AXA XL* Renewal Quote	Beazley	Ascot	Great American**
\$15M per incident/\$15M policy aggregate	\$250,000	10 Years		\$883,000 (10 yrs historical with 3 years new)	\$339,425 (5 Year Term \$186,914)	-	\$394,247 (5 year term for \$216,836)
\$25M per incident/\$25M policy aggregate	\$100,000	10 Years		NA	Not Offered	\$513,100	Not Offered
\$25M per incident/\$25M policy aggregate	\$250,000	10 Years		\$1,097,500 (10 yrs historical with 3 years new)	Not Offered	-	\$489,629 (5 year term for \$269,296)

#### Notes:

- 1. The premiums indicated above do not include surplus lines taxes or stamping fees.
- 2. The additional premium for coverage for terrorism risk as defined by TRIA is in addition to the premiums quoted above. See table below for the TRIA charge for each insurer.
- 3. Aggregate limit on multi-year policy terms are for the entire policy term and do not annually reinstate.
- 4. Full premium payment is due within 30 days of binding.
- 5. \*XL can offer a 3 year term policy with historical and new conditions coverage on the same policy for lower premium. If 10 years of historical conditions coverage is required, XL will price as in above table and provide only 3 years of coverage for new pollution conditions.
- 6. \*\* Great American is offering a 5 year term for consideration. A \$50,000 deductible will apply for the non-owned disposal site and transportation coverage sections for all options.
- 7. Commission is included in the above premiums: AXA XL 15%, Beazley 17.5%, Ascot 15%, Great American 16%;

AXA XL TRIA Premium	Beazley TRIA Premium	Ascot TRIA Premium	Great American TRIA Premium
Additional 2%	Additional 1%	Additional 3%	Additional 1%



# **Coverage Terms and Comparison**

ltem	XL Expiring Policy AM Best Rating A+XIV	AXA XL Renewal Quote AM Best Rating A+XIV	Beazley AM Best Rating A XV	Ascot AM Best Rating A XIV	Great American AM Best Rating A+ XV
Policy Form Claims-Made	PARL6CP 0909	EVPRLCP 0820	ECLIPSE F0078 102019 ed.	Prime EN PR 00 01 04 20	PRE 30 01 (Ed. 05 13)
Admitted / Surplus Lines	Surplus Lines	Surplus Lines	Surplus Lines	Surplus Lines	Surplus Lines
Surplus Lines Tax (estimated)	California	California 3.25%	California 3.25%	California 3.25%	California 3.25%
First Named Insured	Alameda Re-Use and Redevelopment Authority (ARRA)	City of Alameda	City of Alameda	City of Alameda	City of Alameda

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ltem	XL Expiring Policy AM Best Rating A+XIV	AXA XL Renewal Quote AM Best Rating A+XIV	Beazley AM Best Rating A XV	Ascot AM Best Rating A XIV	Great American AM Best Rating A+ XV
Additional Named Insureds	City of Alameda Alameda Municipal Power Housing Authority of the City of Alameda	City of Alameda Alameda Municipal Power Housing Authority of the City of Alameda Alameda Re-Use and Redevelopment Authority (ARRA) East Bay Municipal Utility Authority	Alameda Reuse and Redevelopment Authority (ARRA) Alameda Municipal Power Housing Authority of the City of Alameda	Alameda Reuse and Redevelopment Authority (ARRA) Alameda Municipal Power Housing Authority of the City of Alameda	Alameda Reuse and Redevelopment Authority (ARRA) Alameda Municipal Power Housing Authority of the City of Alameda
Additional Insureds	East Bay Municipal Utility District, its Directors, officers and employees (per contract requirement). Sublimit of \$15M	See above	East Bay Municipal Utility District, its Directors, Officers and Employees	East Bay Municipal Utility District, its Directors, Officers and Employees	None currently listed



ltem	XL Expiring Policy AM Best Rating A+XIV	AXA XL Renewal Quote AM Best Rating A+XIV	Beazley AM Best Rating A XV	Ascot AM Best Rating A XIV	Great American AM Best Rating A+ XV
Insured Locations	EDC-1 through EDC-3; EDC-5 through EDC-19; PBC-1A, PBC-1B and the parcel designated as Term1 per Figure 3-2 Disposal Parcels, Alameda Point, Alameda, CA, February 15, 2002- Tetra Tech EM, Inc.	Land Transferred to the City of Alameda, Figure 2, by Terraphase Engineering, Alameda Point, Former NAS Alameda, Alameda, CA Project No. 0284.001.007	Land Transferred to the City of Alameda, Figure 2, by Terraphase Engineering, Alameda Point, Former NAS Alameda, Alameda, CA Project No. 0284.001.007 Covered location DOES NOT include Site A Phase 1, 2, or 3	Land Transferred to the City of Alameda, Figure 2, by Terraphase Engineering, Alameda Point, Former NAS Alameda, Alameda, CA Project No. 0284.001.007	Land Transferred to the City of Alameda, Figure 2, by Terraphase Engineering, Alameda Point, Former NAS Alameda, Alameda, CA Project No. 0284.001.007
Minimum Earned Premium	100% earned at inception	100% earned at inception	25% at inception, 61% at end of year 1, 85% at end of year 2, and 100% at end of year 3	100% earned at inception	25% earned at inception
Retroactive Date	None, pre-existing and new conditions coverage	Pre-existing conditions coverage for 10 year term. New Conditions Coverage for 3 year term only.	None, pre-existing and new conditions coverage for full policy term	None, pre-existing and new conditions coverage for full policy term	None, pre-existing and new conditions coverage for full policy term



Item	XL Expiring Policy AM Best Rating A+XIV	AXA XL Renewal Quote AM Best Rating A+XIV	Beazley AM Best Rating A XV	Ascot AM Best Rating A XIV	Great American AM Best Rating A+ XV
Onsite Clean-Up Costs Coverage	Included with restrictions, see below	Included with restrictions, see below	Included with restrictions, see below	Included	Included with restrictions, see below Government claims only (this is under legal review and this limitation may only apply to the Marsh Crust)
Offsite Clean-Up Costs Coverage	Included with restrictions, see below	Included with restrictions, see below	Included with restrictions, see below	Included	Included with restrictions, see below Government claims only (this is under legal review and this limitation may only apply to the Marsh Crust)
Onsite 3 <sup>rd</sup> Party Bodily Injury/ Property Damage	Included	Included	Included	Included	Included
Offsite 3 <sup>rd</sup> Party Bodily Injury/ Property Damage	Included	Included	Included	Included	Included



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Non-Owned Disposal Sites (NODS)	Included for scheduled locations: Altamont Landfill and Kettleman Hills	Included for scheduled locations: Altamont Landfill and Kettleman Hills	Included for scheduled locations: Altamont Landfill and Kettleman Hills Retroactive date 3/21/2011	Included for scheduled locations: Altamont Landfill and Kettleman Hills Also includes other Non-Owned Locations that are performing operations or services on your behalf but not/never owned, occupied or loaned to the insured.	Included, blanket coverage
Transportation Pollution	Included, 3 <sup>rd</sup> party contingent only	Included, 3 <sup>rd</sup> party contingent only	Included, 1 <sup>st</sup> and 3 <sup>rd</sup> party	Included, 1 <sup>st</sup> and 3 <sup>rd</sup> party	Included, 3 <sup>rd</sup> party contingent only
Business Interruption / Extra Expense	Included, 7 day deductible, sublimit of \$5M	Included, 7 day deductible, sublimit of \$10M	Included, 5-day deductible 365 day limit	Included, 3-day deductible, policy limit	Included, 3-day deductible, policy limit.
Aggregated Retention	Retention aggregated at \$1,250,000 with a \$50,000 retention after aggregate is reached	Retention aggregated at \$1,250,000 with a \$50,000 retention after aggregate is reached	Retention aggregated at 5X chosen retention with a \$50,000 maintenance retention thereafter	Not Offered	Retention aggregated at \$1M with a \$50,000 maintenance retention thereafter.



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Insured Contract Schedule	LIFOC, June 6, 2000 Any future lease of premises agreement where First Named Insured assumes Tort Liability of another party (some qualifications apply, see endorsement)	TBD – XL has requested update to list	TBD pending updated contract list and review of contracts	Insured contracts can be listed upon review. See also what contracts are insured on a blanket basis in the policy form, page 20 of 24.	TBD – Great American has requested an updated list and review
Fungi/Mold	Mold Matter is part of the Pollution Condition Definition.	Mold Matter is part of the Pollution Condition Definition.	Mold Matter is part of the Pollution Condition Definition.	Mold matter coverage is included where the building/structure has a valid certificate of occupancy	Mold Matter is part of the Pollutant and Pollution Condition definitions.
Defense Outside Limits	Not Included	Not Included	Not included	100% outside of policy limits	\$2,500,000 outside of policy limits



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Material Change In Use Exclusion	Loss excluded for any change in operations, zoning or use that materially increases a risk via imposition of a more stringent remediation standard.	Loss excluded for any change in the use of, or operations at Your Location from the use or operations identified by you in the application.	Current use listed as commercial, office, warehouse and residential	Clean-up costs required by environmental law due to a change in zoning or permitted use are excluded.	Any change in operations, zoning or use that results in more stringent remediation standards than those that would have been imposed upon any Covered location as of the transfer of such Covered Location to the insured constitutes a material increase in risk.
Underground Storage Tanks (USTs)	Operating known underground storage tanks are excluded unless scheduled	Operating known underground storage tanks are excluded unless scheduled	Operating known underground storage tanks are excluded unless scheduled	Operating known underground storage tanks are excluded unless scheduled	Operating known underground storage tanks are excluded unless scheduled
Civil fines & penalties	Included where allowable by law, \$5M sublimit	Included where allowable by law	Included where allowable by law	Included where allowable by law	Included where allowable by law



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Primary Coverage	Primary unless another policy is primary then sharing of limits/shares.	Primary unless another policy is primary then sharing of limits/shares. This policy is excess over any valid and collectible insurance policy for mold.	This policy is primary and non-contributory.	Primary unless another policy is primary then sharing of limits/shares. This policy is excess over any valid and collectible insurance policy for mold, business interruption, transportation, or another project specific policy that covers your work.	This policy is excess any other valid and collectable insurance.
Asbestos/Lead-Based Paint Exclusion	<ul> <li>Exclusion does not apply to:</li> <li>3<sup>rd</sup> party bodily injury and associated legal defense</li> </ul>	<ul> <li>Exclusion does not apply to:</li> <li>3<sup>rd</sup> party bodily injury/property damage</li> <li>Clean up in soil or groundwater</li> <li>Inadvertent disturbance</li> </ul>	<ul> <li>Exclusion does not apply to:</li> <li>3<sup>rd</sup> party bodily injury/property damage</li> <li>Clean up in soil or groundwater</li> <li>Inadvertent disturbance</li> </ul>	<ul> <li>Exclusion does not apply to:</li> <li>3<sup>rd</sup> party bodily injury/property damage</li> <li>Clean up in soil or groundwater</li> </ul>	<ul> <li>Exclusion does not apply to:</li> <li>3<sup>rd</sup> party bodily injury/property damage</li> <li>Clean up in soil or groundwater</li> <li>Transportation</li> </ul>



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Independent Counsel	Included if required by law. Attorney's fees and litigation expenses will be the prevailing rates the Company pays counsel retained by Company (panel counsel rates)	Included if required by law. Attorney's fees and litigation expenses will be the prevailing rates the Company pays counsel retained by Company (panel counsel rates)	The Underwriters shall have the right and duty to defend. No specific policy provision for selection of independent counsel.	Included if required by law. Attorney's fees and litigation expenses will be the prevailing rates the Company pays counsel retained by Company (panel counsel rates)	The Company shall have the right to designate legal counsel for the investigation, adjustment, and defense of any Claim. The Company shall consult with the First Named Insured in conjunction with selection of counsel.
Site Specific Contaminant Exclusion	None, but see Marsh Crust restriction and FOSET restrictions below.	Coverage is excluded for petroleum products, total petroleum hydrocarbons, benzene, toluene, ethylbenzene, xylenes, or diesel associated with or related to any tank system, piping, pipelines, sewer lines, storm drains or other piping. PFAS Exclusion	None, but see FOSET restrictions below.	None	Coverage is excluded for any Per-and Polyfluoroalkyl Substances (PFAS exclusion)



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FOSET Exclusion	Coverage for all Pollution Conditions is excluded on, at, under, or migrating from any portion of the Covered Location that the Insured obtains through early transfer prior to the issuance of the warranty required by 42 U.S.C. 9620	Coverage for all Pollution Conditions is excluded on, at, under, or migrating from any portion of the Covered Location that the Insured obtains through early transfer prior to the issuance of the warranty required by 42 U.S.C. 9620	Coverage for all Pollution Conditions is excluded on, at, under, or migrating from any portion of the Covered Location that the Insured obtains through early transfer prior to the issuance of the warranty required by 42 U.S.C. 9620	None	Coverage for all Pollution Conditions is excluded on, at, under, or migrating from any portion of the Covered Location that the Insured obtains through early transfer prior to the issuance of the warranty required by 42 U.S.C. 9620
FOSET Exclusion Continued	This exclusion also applies to any Pollution Condition that is the responsibility of the United States Department of the Navy that the Insured agrees to take responsibility for through a Cooperative Agreement.Exclusion does not apply to 3rd party bodily injury/property damage and associated legal defense for a pollution condition not subject to a Response Action	This exclusion also applies to any Pollution Condition that is the responsibility of the United States Department of the Navy that the Insured agrees to take responsibility for through a Cooperative Agreement. Exclusion does not apply to 3 <sup>rd</sup> party bodily injury/property damage and associated legal defense for a pollution condition not subject to a Response Action	This exclusion also applies to any Pollution Condition that is the responsibility of the United States Department of the Navy that the Insured agrees to take responsibility for through a Cooperative Agreement. Exclusion does not apply to 3 <sup>rd</sup> party bodily injury/property damage and associated legal defense for a pollution condition not subject to a Response Action	None	In the event the insured obtains any portion through FOSET during the policy period, this exclusion may be modified or deleted for these FOSET parcels pending review and approval by the underwriter. Exclusion does not apply to 3 <sup>rd</sup> party bodily injury/property damage and associated legal defense for a pollution condition not subject to a Response Action.



Item Development Costs	XL Expiring Policy AM Best Rating A+XIV No Specific Exclusion	AXA XL Renewal Quote AM Best Rating A+XIV Any costs associated	Beazley AM Best Rating A XV No exclusion	Ascot AM Best Rating A XIV Construction Activities	Great American AM Best Rating A+ XV Any pollution condition
Exclusion	No Specific Exclusion	with groundwater dewatering or soil disposal expenses related to site development or construction activities are excluded.		Exclusion in the Policy Form is deleted in its entirety. Note that the prior pollutants, landfill or impoundment, and transaction investigation exclusions have also been deleted.	Any polition condition that first commences during, is exacerbated during or is discovered or encountered during site development performed by the Insured is excluded. This exclusion may be modified or deleted by the underwriter upon review of site development plans.
Vapor Barrier and/or Sub-Slab Vapor Ventilation System Exclusion	No Exclusion	Expenses incurred to investigate soil vapor/indoor air; and costs to install, operate, maintain and monitor vapor barriers are excluded. The insured must comply with any regulatory requirements to install, operate, maintain or monitor vapor barriers.	No specific exclusion, but captured within the institutional/engineering controls exclusion, below.	No specific exclusion, but there is a noncompliance exclusion as part of the policy form.	No specific exclusion, but captured within the institutional/engineering controls exclusion, below.



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Monitoring and Testing Costs Exclusion	No Exclusions	Any monitoring or testing costs related to groundwater or soil vapor/indoor air quality are excluded	No specific exclusion.	No specific exclusion.	No specific exclusion.
Marsh Crust Exclusion	No coverage for any Pollution Condition that is a violation of the City of Alameda Marsh Crust Ordinance or an intentional disturbance of the Marsh Crust by or on behalf of the Insured	No coverage for any Pollution Condition that is a violation of the City of Alameda Marsh Crust Ordinance or an intentional disturbance of the Marsh Crust by or on behalf of the Insured. Costs associated with or related to excavation, handling, loading/unloading, testing, transportation or disposal of Historic Fill Material are Excluded.	No coverage for any Pollution Condition that is a violation of the City of Alameda Marsh Crust Ordinance or an intentional disturbance of the Marsh Crust by or on behalf of the Insured.	No specific exclusion, but there is a noncompliance exclusion as part of the policy form.	No specific exclusion, but Government Claims only for pre-existing conditions and institutional controls/engineering controls exclusion.



Item	XL Expiring Policy AM Best Rating A+XIV	AXA XL Renewal Quote AM Best Rating A+XIV	Beazley AM Best Rating A XV	Ascot AM Best Rating A XIV	Great American AM Best Rating A+ XV
Land Use/ Institutional Controls Exclusion	No coverage for costs required to implement or operate any environmental land use or engineering control. Insured must comply with all required controls.	No coverage for costs required to implement or operate any environmental land use or engineering control. Insured must comply with all required controls.	No coverage for costs required to implement or operate any environmental land use or engineering control. Insured must comply with all required controls.	No specific exclusion, but there is a noncompliance exclusion as part of the policy form.	No coverage for costs required to implement or operate any environmental land use or engineering control. Insured must comply with all required controls.
Communicable Disease Exclusion	Included in the policy form	Included in the policy form	The Pollution Condition definition specifically excludes any exposure to infected humans or animals or contact with bodily fluids of infected humans or animals.	No specific exclusion, but pollutant definition does not include virus or bacteria (unless Legionella)	Included in the policy form
Certified Acts of Terrorism	Optional coverage was declined	Available if purchased	Available if purchased	Available if purchased	Available if purchased
Choice of Law	Deleted from form	Deleted from form	CA	CA	Deleted from form



### Common Policy Exclusions Include:

- Known but not disclosed pollution conditions
- Criminal fines and penalties
- Intentional Non-Compliance
- Insured vs. Insured
- Costs for abatement of asbestos or lead based paint from building materials
- Contractual liability, unless scheduled contract
- Employers liability and workers comp
- Product liability
- Insured's internal expenses
- Nuclear material
- War



# Program Subjectivities and Notations (due prior to binding)

#### AXA/XL

Completed and signed AXA XL Application Notice of acceptance/rejection of TRIA Surplus lines license information (Aon responsibility) Copies of all contracts to be listed as insured contracts

#### Ascot

Confirmation of EDC parcel numbers to schedule as covered locations Notice of acceptance/rejection of TRIA Surplus lines license information (Aon responsibility) Written request to bind Signed TRIA form Signed surplus lines form (Aon responsibility) Development Plans

#### Beazley

Completed and signed Beazley Application

Signed TRIA form

#### **Great American**

Completed and signed Great American Application

Signed and dated Terrorism Disclosure

Surplus lines license information (Aon responsibility)

Currently valued pollution loss runs

Confirm if East Bay Municipal Utility District needs Additional Insured coverage.



Copies of all contracts to be listed as insured contracts

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# **Details of Payment Terms**

Your insurance premium is due upon receipt of our invoice.



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# Services

Services provided for the placement of this policy for the noted policy term include:

#### **Insurance Placement**

- Risk identification Aon will assist the client to identify material environmental risks associated with its locations, operations, transactions, etc.
- Risk Analysis Aon will assist the client in quantifying the potential financial consequences of environmental incidents that could arise out of the risks that have been jointly identified.
- Environmental Insurance Program Design Utilizing the ESG specialist's knowledge of the insurance products available. Aon will assist the client to develop a program of environmental insurance that address the identified risks with limits appropriate limits to address expected severity of risks.
- Review of Existing Environmental Insurance If the client already purchases environmental insurance, Aon will review the policies in light of the risk analysis to determine whether the coverage is appropriate for the client's environmental risk profile.
- Preparation of Market Submission Materials Aon will assist the client in preparing materials to submit to markets for environmental insurance proposals. This will include an application (generic), specifications for environmental coverage, and associated environmental information that will allow an underwriter to develop a proposal for the insurance coverages required that conform to the specifications.
- Submissions Aon will submit the marketing information to markets jointly selected as appropriate underwriters for the coverages required by the client.
- Review of Proposals & Negotiation of Coverage Aon will review proposals for environmental coverage and negotiate for the best terms and pricing for conforming insurance proposals.
- Recommendation for Coverage Aon will provide a summary of its marketing activities along with recommendations for coverage that best meet the client's environmental risk management needs.
- Renewal Planning and Preparation Aon will supply a renewal request package 90 120 days prior to renewal of environmental policies to assist the client in the gathering and preparation of the underwriting information. This will include appropriate renewal applications for the incumbent insurer(s). This may be conducted in conjunction with a client stewardship report or planning meeting for the renewal of other lines of coverage.
- Communication Aon will inform Client of insurance renewal developments and the possible value of underwriter meetings or site visits where appropriate.
- Implementation Aon will place orders for insurance coverages in accordance with client's instructions.



#### Documentation

- Evidence of Coverage Binders, cover notes and/or other evidence of coverage will be delivered electronically to the client not later than 72 hours after coverage is bound with insurers. Written confirmation of the coverage placed will be provided in advance of the effective date of coverage if cover notes or binders cannot be delivered on or before that date.
- Policy Delivery Aon will use its best efforts to deliver complete policies to the client not later than 30 days after coverage is bound with insurers. Delivery of policies is typically done through electronic rather than physical transmission of the documents. All policies will be checked for compliance with the client's requirements and conformity with the binders prior to delivery to the client
- Certificates of Insurance Unless otherwise requested, certificates of insurance will typically be completed and issued within two (2) business days of being requested by the client. For carrier issued certificates, Aon will request certificates from carriers as soon as possible after receiving a request from the client, and will follow up with insurers until the appropriate certificates are issued.

#### Post Implementation Services

- Program Structure Improvements Aon will keep the client apprised of environmental insurance market conditions and recommend changes to policies when improvements become available.
- Contract Reviews Aon will assist the client in reviewing insurance and indemnity provisions of contracts and advise the client of appropriate environmental insurance coverages to meet contractual obligations for such coverages.
- Ad Hoc Inquiry Aon will respond to reasonable ad hoc requests and inquiries from the client regarding the environmental insurance policies.
- Risk Control Risk control services are provided by the insurance carrier.

#### Aon Environmental Claims Advocacy Services

- Aon will provide claims advocacy strategies and services up to 40 hours in connection with your environmental policies that Aon will place on your behalf in this Proposal, at no additional cost to you, including:
  - Working with you to help develop a more thorough understanding of the claim/pollution condition details;
  - We will assist you with your direct reporting of claim(s) to the insurance company in accordance with each policy's (claim reporting obligations. Note that, at a minimum, the environmental policy expressly requires:
    - That **you** report claims, potential claims, loss or pollution conditions to the insurance company directly. It is **your** 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. Reporting instructions are included in the policy.



- Timely and complete reporting of claims, potential claims, loss or pollution conditions in order to trigger coverage. Careful attention should be paid to the reporting obligations set forth in the policy. In addition, your policy may contain specific time reporting requirements for, among other things, emergency response and business interruption,
- That you must obtain the carrier's prior written consent prior to incurring any liabilities, engaging any professionals (legal or otherwise) or incurring any costs. Failure to do so may reduce or eliminate coverage.
- That you notice to the insurer of any changes in risk during the policy term such as acquisitions or divestitures of locations, adding or removal of underground storage tanks, changes in insured names or changes in use of or operations at any of the scheduled locations. Please advise us immediately of any such changes so we can work with you and the carrier so that the policy continues to protect your risks appropriately.
- Reviewing any reservation of rights, declination of coverage or acceptance of coverage or any other correspondence from carriers and, where applicable, working with you to provide a suggested response to any such correspondence;
- Assisting in communicating and coordinating with the claim adjuster to understand and implement the go-forward strategy making certain there is clear understanding on both sides as to the mutual obligations of each party;
- Making recommendations regarding any such proposed claim resolution strategy;
- Monitoring claims and/or providing advocacy on your behalf concerning any coverage issues, strategy concerns, payments difficulties or any other issues that might arise in the context of resolving these existing claims, including, where necessary escalation in accordance with Aon's claim escalation protocols.

We will advise you when you have exceeded 30 hours of claims advocacy services and the likelihood that continued work on your claim matters will exceed 40 hours. At that time we will also execute a separate claims advocacy agreement under which, starting with hour 41, we will bill you at a rate of \$400 per hour plus any expenses for travel to and from claims meetings.

Additional information about ESG is available on our website at \*\*\*\*\*\*\*\*\*.aon.com/risk-services/environmental.jsp



As Your broker of record, Commercial Risk Solutions U.S. ("Aon", "We" or "Us" or "Our") commits to the timely and thorough disclosure of placement strategies, marketing options and broking results. The services We provide to You, Our client ("Client" or "You" or "Your") will be subject to these 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 <u>Aon.com</u> 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: <u>Aon.US.Broking@aon.com</u>

#### 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 th whether based on contract, tort (including neglig (including a failure to provide a service) or any other was a service) or any other was a service of the limitation and the limitation only in accordance with an escalation approved by the US Risk Committee.

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)**

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 <u>\*\*\*\*\*\*\*\*\*\*.aon.com/about-aon/privacy.jsp</u>; (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 cooperation 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.





Copies of insurer quotes

