

# Website Terms of Use

About

this

website

Thank you for visiting this site. This website is owned and operated by Aon Hong Kong Limited a company incorporated in Hong Kong (Company Registration Number:25982) and having its registered office at 28/F, Tower 1, Times Square, 1 Matheson Street, Causeway Bay ('Aon', 'us', 'our' or 'we'). By accessing or using this site you will be bound by the terms and conditions set out below ('the **Terms & Conditions**'). We may change these Terms & Conditions at any time without notice. Any amendment will be effective immediately. Your use of this website after any amendment constitutes an Agreement by you to comply with and be bound by the amended Terms & Conditions. Accordingly, you should read these Terms of Use from time to time for changes.

These Terms & Conditions apply to your Related Parties. You warrant that you have authority to agree and enter into these Terms & Conditions on behalf of your Related Parties. "Related Parties" means all parties for whom or on whose behalf you give us instructions. "Aon Group" means the Aon Group of entities worldwide, being Aon PLC, our ultimate parent company, and all its subsidiaries, related/associated companies, affiliates as well as joint ventures of such subsidiaries, related/associated companies and affiliates.

**General Information Warning:** The information provided on this website is made available on an "as is" basis, without warranty of any kind (and do not constitute any form of Legal , accounting, tax, regulatory or actuarial advice) and should not be used or relied upon as a substitute for detailed advice specific to you. It is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use will be contrary to local law or regulation. The contents of this website do not have regard to the the particular needs of any person. Where we provide (upon your request) you with more information concerning any product listed in this website, this in itself shall not be taken to be a representation or warranty by us that the product is suitable for you.

Aon and its affiliates, directors, associates, connected parties, employees and/or representatives may own or have an interest in the product.

Nothing in this website shall be construed as an offer or solicitation by us to buy, sell or subscribe for any product or the giving of advice on any product. Accordingly, no liability whatsoever will be accepted by us for any loss arising whether directly or indirectly as a result from you acting on information contained in this website. You are advised to read very carefully the disclosure document associated with the product and carefully consider if the product is suitable for you.

Insurance products listed in this website are underwritten by the respective insurer identified in the insurance cover and not by us. This website is not a contract of insurance nor an offer or solicitation by us to enter into any contract of insurance.

## Consider whether the product is suitable for you

Please seek advice from us or another professional adviser if you are uncertain as to whether the product you are considering is suitable for you. A professional adviser will be able to take into account your particular needs (where relevant), before advising you on the suitability of the product. If you choose not to seek advice from a professional adviser, you must consider for yourself if the product is suitable for your specific risks and needs. Your decision to proceed to obtain the products appearing on this website constitutes your consent and confirmation that you have determined that the product is suitable for your specific risks and needs and that we will not be required to identify alternative products for your consideration.

## About promotions

Any promotions on this site are non-transferrable, non-refundable and cannot be resold, exchanged for cash, cannot be used in combination with other promotions, or exchanged for credit or benefit in kind. For details of the terms and conditions applicable to each promotion, please refer to the promotion terms and conditions and associated policy, cover or financial product documentation, terms, conditions and exclusions. Where Aon is not the source supplier of the promotions, any disputes arising from the use or enjoyment of any of the promotions shall be resolved between you and the relevant source supplier. Promotion redemption is subject to the operating terms and conditions of the relevant source suppliers, for which Aon accepts no responsibility or liability whatsoever. The terms and conditions of promotions are subject to change without prior notice and any changes will be made publically available on this webpage or on the relevant insurer's website as applicable.

## About obtaining travel cancellation protection

<b>Who can obtain the travel cancellation protection?</b>	Only Hong Kong residents with a valid PayPal Hong Kong user account are able to obtain the travel cancellation protection by using the activation process provided on this website..
<b>How can I obtain travel cancellation protection?</b>	You can obtain <u>travel cancellation protection</u> by using the activation process provided on this website ( <b>Cover Activation</b> ).  Any Cover Activation is subject to disclosure obligations and relevant policy terms, conditions and exclusions.
<b>How can I make a</b>	All claims must be directed to Chubb. Aon will not assist you with processing

<b>claim?</b>	your claim.
<b>Who provides the cover?</b>	PayPal's Travel Cancellation Cover is underwritten by Chubb Insurance Hong Kong Limited

### About Using this Website

<p><b>1.</b></p>	<p><b>Restrictions:</b> You agree that when using the website, you <u>will not</u>:</p> <ul style="list-style-type: none"> <li>• do anything which will or might damage, disrupt access to, or interfere with the proper operation of this website, or any transaction being conducted on it;</li> <li>• do anything which will or might place an unreasonable load on the website infrastructure;</li> <li>• post, distribute or send any 'spamming material' or any other form of bulk communication;</li> <li>• impersonate any person or entity;</li> <li>• publish, or disseminate any material which is unlawful, defamatory, indecent, offensive or inappropriate;</li> <li>• transmit any material which contains viruses, or other computer codes designed to interrupt, limit or destroy the efficient operation of the website, or its software or hardware; or</li> <li>• do anything which breaches or infringes our property rights in any way, including copyright.</li> </ul>
<p><b>2.</b></p>	<p><b>Disclaimers:</b></p> <ul style="list-style-type: none"> <li>• <b>(Accuracy)</b> Whilst we will use our best endeavours to ensure that the information on the website is up-to-date, we don't warrant the accuracy, adequacy of, or completeness of, any information contained on this website and expressly disclaims and liability for errors or omissions. Please feel free to write to us at the address below if you spot an error.</li> <li>• <b>(Availability and access)</b> We will take reasonable steps to provide a safe and reliable</li> </ul>

service but there are some risks with using the internet. We do not guarantee that the website will be free from viruses and accept no responsibility for any harmful computer code that might be introduced to your system by using this website. We do not guarantee that access to this website will be uninterrupted and accept no responsibility for any interruption. Your access to this website or any product may be terminated at any time, without notice. You may not be authorised to access the website after termination but the limitation of liability and indemnity provisions in these terms will survive the termination. Any licenses or other rights you granted to us will also survive termination.

- **(Website Links)** Our website may be linked to other websites. They are provided for your convenience only. Links to an external site should not be construed as an endorsement. We make no representation about the accuracy of any information contained on any other websites. We are not responsible for any loss, damage, cost or expense you incur in accessing or attempting to access such a site. You must obtain our prior written permission to link to this website.
- **(Disclaims all warranties)** Aon disclaims all warranties or representations of any kind whatsoever, whether express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement and fitness for a particular purpose with respect to the contents of this website.

**3. Intellectual Property:** We own certain registered trademarks which may appear on this website. Unauthorised use is prohibited. We also own the copyright in the information and material on this website or we have the right to use it under a license or agreement. You may print out or download a copy for your personal, non-commercial use. Except as provided by any applicable law, all other use, copying or reproduction of all or part of this website is prohibited.

We retain current and future rights and title in all copyright, trade marks or rights in databases, inventions or trade secrets, know-how, trade and business names, domain names, marks and devices (whether or not registered) and other proprietary rights relating to intellectual property and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world including without limitation intellectual property rights in our knowledge, ideas, concepts, materials, programmes, documentation, models, studies and methodologies and technology used, acquired or developed in the course of providing services to you (“Intellectual Property Rights”).

You acknowledge that we are in the business of providing similar services to other clients and that we may be utilising these Intellectual Property Rights in servicing other clients. Notwithstanding the foregoing, we will keep your confidential information confidential in accordance with the Terms & Conditions.

4.

**Liability & Indemnity:** All representations (whether express or implied) and all other implied conditions, warranties and terms related to or in connection with the use of the website are excluded to the extent permitted by law. To the extent permitted by law, we and the other entities within the Aon Group will not be responsible or liable for:

- any unauthorised access or breach of security to this site, for whatever reason;
- any delay in effecting any transaction attempted to be processed through this site, for whatever reason;
- any failure to effect any transaction attempted to be processed through this site, for whatever reason;
- any error, omission or misrepresentation in relation to this site or arising from the transmission of any computer virus;
- any consequential, incidental, indirect or special damage or loss of any kind;
- the supply, by you or others, of incorrect or incomplete information;
- the failure by you or others to supply appropriate, relevant or timely information, including Relevant Information and Claims Information;
- a failure by you or others to act on our advice or to respond promptly to any communications from us or any insurer; or
- the default, negligence, or lack of care on the part of any person other than ourselves.

Our liability (including interest and costs) and the liability of all other entities within the Aon Group in respect of any claim howsoever arising, under or in connection with these Terms & Conditions, your access to or use of the website or our business relationship, shall be limited (to the extent permitted by law) to US\$100,000 in the total aggregate or such other amount as may be expressly agreed between us in writing. For the avoidance of doubt, the single total aggregate liability limit of US\$100,000 also applies to (a) claims and liabilities asserted by your Related Parties against Aon; and (b) claims and liabilities asserted by your Related Parties against the Aon Group; and (c) claims and liabilities asserted by you against the Aon Group, so that the total of all such claims combined cannot exceed US\$100,000. We do not limit our liability in respect of fraud or intentional misconduct by us. To the fullest extent permitted by law, where any claim or loss arises partly due to an error or omission by us and partly due to an error or omission by you (including one of your related companies, employees and/or agents) or as a result of your breach of these terms or your legal obligations, you will indemnify us for all damage and loss arising from the error or omission by you (including your related companies, employees, agents and/or beneficiaries) or as a result of your breach of these terms or your legal obligations.

5.

**General Information:** The contents of this site are for general informational purposes only (and do not constitute any form of legal, accounting, tax, regulatory or actuarial advice) and should not be used or relied upon as a substitute for detailed advice specific to you. Where this site includes a recommendation or an assessment of risk, such recommendation or assessment of risk is an expression of Aon's opinion only and not a statement of fact. Any decision to rely upon any such recommendation or assessment will be solely at your own risk, for which Aon accepts no liability. The contents of this site do not replace the need for you to make your own assessment. Before taking any action based upon any of the contents of this site, you should consult an Aon professional or other appropriate advisor.

Aon is not the insurer of any risk and does not guarantee the acceptance of any application for insurance or cover by any insurer or the availability or price of any form of insurance for your particular risks. Aon also makes no assurance as to the reasonableness of any insurance terms, or the terms of cover, nor the financial security or solvency of any insurer. The final choice of whether to activate any cover promoted or offered on this website remains with you.

You must provide accurate, complete and timely information to enable us to make a fair presentation of the risk to your insurer. You must comply with your legal duty to disclose all material facts when entering into a contract of insurance. You accept full responsibility for the accuracy of the information provided and appreciate that we will rely on the accuracy and completeness of the information you provide in arranging your cover. Failure to provide all relevant information as described herein (collectively, "Relevant Information") may prejudice your rights under a contract of insurance. The services may not be appropriate for you in the event of a partial or inaccurate provision of Relevant Information. We accept no liability for any services provided on the basis of inaccurate or incomplete Relevant Information.

We recommend that you seek our services regularly or when your circumstances have changed to ensure our services remain appropriate for your needs. We also encourage you to contact us at any time to answer any questions you may have.

You must carefully review all documents we give you and advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

Should a circumstance, event or loss occur which could result in you making a claim, you should advise the insurer of the details ("Claims Information") as soon as possible and within the time required under your contract of insurance. Failure to advise an insurer of such a circumstance, event or loss could prejudice your rights under your contract of insurance.

If, at your request, an intermediary that is not affiliated with Aon is also used in any way in arranging any insurance or cover you agree as follows:

- Aon has no liability for any failure or refusal by that intermediary to disclose any

remuneration;

- Aon has no liability for any act, error or omission by that intermediary or its directors or officers; and
- remuneration earned by that intermediary is separate from and in addition to remuneration earned by any Aon Group entity.

## **7. Conflicts of interest and confidentiality:**

### *Honesty and fairness*

We treat our clients honestly and fairly. In circumstances where conflicts of interest arise, we manage such conflicts so that they do not materially affect the quality of the services we provide to you. We do this in a variety of ways including the following:

- We maintain clear separation between different parts of our business where association could lead to conflicts arising;
- We strongly promote our values, which includes openness, trust and integrity; and
- We have staff dedicated to monitoring compliance.

### *Confidential information*

We will keep all information received from you confidential, and use it solely for the purpose of providing services to you. However, our confidentiality obligation does not apply:

- where you have given permission for us to disclose the information;
- where disclosure is required to satisfy legal obligations or regulatory requirements;
- where disclosure is reasonably required to carry out the services we provide to you (for example providing information to current or prospective insurers);
- where such information is in the public domain; or
- where the information is lawfully in our possession at the time it is communicated to us.

We will put in place such arrangements as we see fit in order to ensure that the confidentiality of the information is maintained.

### *Other clients*

Provided we keep your information confidential in accordance with these Terms & Conditions, you agree that we (and any other company in the Aon Group) may act for your

competitors and for other clients whose interests are or may be opposed to yours. In addition, you agree that we will not be under any obligation to disclose to you any information in respect of which we owe a duty of confidentiality to another client.

*Clients involved in competitive situations*

We have an extensive client base which means that there are often situations where two or more clients may be competing for the same project or acquisition or one client may be a seller and another client a buyer or bidder.

Where this is or could become the case, we deal with each client in a way that ensures that our service is not in any way impaired and that each client's confidential information is kept strictly confidential. We will put in place such arrangements as we see fit in order to ensure that the confidentiality of your information is maintained.

- 8. Remuneration:** You acknowledge and understand that Aon (and other entities within the Aon Group) may earn and retain remuneration in connection with insurance which we place and the financial advisory services we offer. Also, Aon may receive additional remuneration from third parties, including insurers. Examples of such remuneration include commissions paid by insurers based upon factors such as underwriting profitability and administrative expense reimbursements.
- 9. Export controls:** Some software from this website may be subject to export controls imposed by the United States of America and may not be downloaded or otherwise exported or re-exported: (a) into (or to a national resident of) any country to which the U. S. has placed an embargo; (b) to everyone on the U. S. Treasury Department's Specially Designated Nationals list; or (c) the U. S. Commerce Department's Table of Denial Orders. If you download or use the software, you represent and warrant that you are not located in, or under the control of, or a national of any such country or on such list.
- 10. Client data, collection and use:** You warrant and represent that you are duly authorised to upload, submit, transmit or otherwise deal with all content, information and data provided by you and that all such content, information and data provided is true, accurate, current and complete. Without limiting the generality of these foregoing, Aon shall have the continued right to collect, compile, analyse and license data transmitted on this website. Aon gathers data containing information about its corporate clients and their insurance placements, including, but not limited to, names, industry codes, policy types, cover types, premium, cover and policy expiration dates, as well as information about the insurance companies that provide coverage to its clients or compete for its clients' insurance placements. This data is maintained in one or more databases, including Aon's Global Risk Insight Platform (GRIP) databases, developed by Aon to help insurance companies strengthen their value proposition to clients, and with a focus on creating distinctive value

for their clients. In addition to being used to process the affairs of clients in the execution of this Terms and Conditions, these databases may be accessed by Aon's affiliates for other purposes. This data may also be provided, for example, as part of Aon's GRIP services, to insurance companies as part of consulting and other services.

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

Please be reminded that you should not be providing or disclosing any information or documentation in contravention of the Personal Data (Privacy) Ordinance (Cap. 486) and/or any other confidentiality obligations which you may be subject to pursuant to any relevant statutes applicable to you (collectively, "Confidentiality Legislation"). You may only communicate or transmit any information or document which is subject to any Confidentiality Legislation to us upon informing us in writing prior to your communication or transmission of such information or document to us and if you are duly authorised to do so. You warrant, represent and undertake that any such communication or transmission is made in compliance with all relevant legal and regulatory requirements. We will not be held responsible for any collection, use or disclosure of any information or documentation deemed to be secret or confidential under any Confidentiality Legislation in the event that any such information or documentation is provided by you to us. If you have any questions about Aon Group's data processing, please contact us.

**11. Severability:** The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

**12. Jurisdiction:** The information on this website is provided for Hong Kong residents only. The law applicable in Hong Kong will apply to the use of this website. The parties irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

**13. Privacy:** Aon has always valued the privacy of personal information and maintains appropriate procedural, physical and technical controls to safeguard your information confidentiality and system security.

We collect personal information to offer, provide, manage and administer our services and products. These include insurance broking, claims management, risk management consulting, other forms of insurance services, employee benefits program administration and investment advisory services.

We may transfer certain personal information across geographical borders to Aon entities or service providers in other countries working on our behalf in accordance with applicable law. When we use external service providers to provide services for us, we require them to

protect the confidentiality of personal information they receive in accordance with applicable law, and to maintain a standard of security that is in-line with the standards of applicable law.

Where it is necessary for us to collect your personal information, you agree and consent to us collecting, using and disclosing your personal information pursuant to our Privacy Statement.

Please contact your local Aon office or Aon Relationship Manager or alternatively visit our website at <http://www.aon.com/hongkong/privacy.jsp> if you would like a copy of our Privacy Statement or wish to seek access to, or to correct, the personal information we collect, use or disclose about you.

- 14. Aon's file retention policy:** We hold paperwork and correspondence regarding your risk, financial advisory and insurance matters for at least seven years, or longer if you instruct us to do so in writing. After this period we will arrange for the file to be destroyed. Please note that we will not consult you before destroying this information. Please tell us in writing before the end of the seven-year period if you want us to keep our files for a longer period. We will extend the time as requested but may charge you a reasonable storage and administration fee.
- 15. Third parties:** Any advice, report or information that we (including any other member(s) of the Aon Group) provide is given solely for your benefit and cannot be given to or relied upon by any third party (including your related companies, employees and/or agents in their own capacities and any beneficiaries thereof) without our prior written consent. The services provided are solely for your benefit and nothing herein shall be construed as conferring any rights upon or duties toward any other person or entity (including your related companies, employees and/or agents in their own capacities and any beneficiaries thereof). If you are obliged to procure insurance or get financial advice to meet a contractual obligation, you must take your own legal advice on whether the insurance or financial product that we recommend satisfies that obligation. Aon cannot give such legal advice and you irrevocably warrant that you will not seek or rely upon any advice from Aon on such matters for any purpose at any time. These Terms & Conditions do not create or confer any rights or benefits enforceable by any person not a party to it within the meaning of the Contracts (Rights of Third Parties) Act (Cap. 53B) except entities of the Aon Group and persons who are permitted successors or assignees of the rights or benefits of these Terms & Conditions may enforce such rights or benefits.
- 16. Assignment:** We reserve the right to assign or transfer these Terms & Conditions and our rights and obligations (including the performance of the services or any part thereof) hereunder to any other entities of the Aon Group.

<b>17.</b>	<b>Entire agreement:</b> The Terms & Conditions constitute the complete agreement between us with respect to your use of the website and supersede all prior agreements made between us in relation to your use of the website and no other duties or obligations will be implied.
<b>18.</b>	<b>Contact Us:</b> If you have any technical issues when using this website or any suggestions on how we can improve our service to you, please contact the Web Administrator at <a href="mailto:aonhk.einsure@aon.com">[aonhk.einsure@aon.com]</a>
<b>19.</b>	<b>System Requirements:</b> To get the best from this website we recommend using Chrome, Internet Explorer 10 or 11. <a href="#"><u>Download Internet Explorer.</u></a>