

## Willis Personal Lines, LLC

### Privacy Policy Notice

#### PURPOSE OF THIS NOTICE

We understand your privacy is important. You have received this notice in accordance with applicable state and federal laws because you are a current or potential customer of ours. This information will help you understand what types of nonpublic personal information – information about you that is not publicly available – we collect, how we use it and how we protect your privacy.

#### OUR PRIVACY POLICIES AND PRACTICES

**1. What information is collected:**

The types of information we collect vary according to the products or services provided and may include account balances, income, assets, insurance premiums, credit reports, marital status, payment history, claims histories, and risk characteristics and activities. We also may collect nonpublic personal health information, like medical reports, for certain types of insurance policies in order to underwrite the policy, administer claims or perform other insurance related functions.

**2. How we collect information:**

Our primary source of information is from applications for insurance and other related forms. In addition, we may receive information about you from our affiliates or from a consumer reporting agency.

**3. What information is disclosed:**

We only disclose nonpublic personal information about you as permitted by law. We disclose this information to assist us in providing you with the insurance and financial products and services you need, including claims services, if necessary. We may also disclose this information to our affiliates for marketing purposes as permitted by law.

**4. How we protect this information:**

We protect your non-public personal information. The only employees who have access to such information are those who must have it in order to provide products or services to you. In order to protect your non-public personal information we maintain physical, electronic, and procedural safeguards that comply with federal and state regulations.

**5. Our policy regarding dispute resolution:**

Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**6. Your right to access and correct information:**

You have the right to view and correct any personal information we may collect about you. If you believe any of the information we have obtained about you is incomplete or incorrect, you may request that we make corrections, additions or deletions to the disputed information. Please send any requests to the Group Compliance, Privacy Officer at the contact information listed below.

#### CONTACT INFORMATION

If you have a question about this Privacy Policy Notice, you may contact the Group Compliance, Privacy Officer by mail at Willis Towers Watson North America, Inc., One World Financial Center, 200 Liberty Street, 3rd Floor, New York, New York 10281, by phone at (212) 915-8888 or by e-mail at [group.compliance@willis.com](mailto:group.compliance@willis.com).

July 15, 2016

## Willis Personal Lines, LLC

### Standard Terms and Conditions for Personal Accounts

Thank you for choosing Willis Towers Watson as your professional insurance broker. We are committed to acting in your best interests at all times while providing services to you. The purpose of this document is to describe our mutual understanding regarding the personal insurance services we have agreed to provide to you. In addition, we have attached a copy of our Client Bill of Rights in order to underscore and better explain our commitment to you.

#### **Confidentiality**

We will treat information you provide us as confidential and use it only in performing services for you. We may share this information with insurers and others as required to perform our services and may disclose it to others to the extent required by law. Records you provide us will remain your property and will be returned to you upon request, although you agree that we may retain copies to the extent reasonably required in the ordinary course of our business or by law. We retain the sole rights to all files developed by us.

Willis Towers Watson represents and warrants that, with respect to the personal information of any Massachusetts resident, (1) it has and is capable of maintaining appropriate security measures to protect Personal Information consistent with 201 CMR 17.00 and any applicable federal regulations; and (2) as of the Agreement Effective Date, it has and will at all times during the term of this Agreement, maintain a comprehensive written information security program that complies with applicable privacy and data security laws. Willis Towers Watson's information security program shall contain at least the following:

- Reasonable restrictions upon physical access to records containing personal information and storage of such records and data in locked facilities, storage areas or counters.
- Regular monitoring to ensure that the comprehensive information security program is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of personal information; and upgrading information safeguards as necessary to limit risks.
- Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing personal information.
- Documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken,

if any, to make changes in business practices related to protection of personal information.

### **Services and Responsibilities**

We will prepare insurance underwriting submissions from data gathered from you and negotiate on your behalf with interested insurers. It is critical that you provide us with accurate and timely information and direction and advise us of any changes which may affect the insurance coverage we place for you. If you have any doubt about what information is material, please ask because failure to provide material information could adversely impact your insurance coverage.

We will assess the financial soundness of the insurers we recommend based on publicly available information, including that produced by well-recognized rating agencies. We cannot, however, guarantee the solvency of any insurer.

The final decisions with respect to underwriting submissions and all matters relating to your insurance coverage are yours. We will procure the insurance coverage chosen by you; review all binders, policies and endorsements delivered to us by insurers to confirm their accuracy (with the exception of placements handled by insurer service centers); inform you of the reporting requirements for claims; and promptly respond to your requests for coverage information. You agree that you will also review all binders, policies and endorsements and advise us immediately if you have questions or believe any provision may not be in accordance with your instructions.

It is important that you carefully review claims reporting information we provide you because failure to timely and properly report a claim may jeopardize coverage for the claim. It is also important for you to retain copies of all insurance binders, policies, endorsements and claims-reporting instructions after termination of the policies in case you need to report claims after termination of a policy.

In our capacity as insurance brokers, we do not provide legal or tax advice. We encourage you to seek any such advice you want or need from competent legal counsel or tax professionals.

### **Compensation and Conflicts of Interest**

Willis Towers Watson is an insurance producer licensed to do business worldwide, including in all 50 states and the District of Columbia. Insurance producers are authorized by their license to work with insurance purchasers and discuss the benefits and terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of an insurance producer in any particular transaction involves one or more of these activities.

The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of

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business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meet standards and controls to address conflicts of interest. Because insurers account for contingent payments when developing general pricing, the price you pay for your policies is not affected whether Willis Towers Watson accepts contingent payments or not. If you prefer that we not accept contingent compensation related to your policy, we will request that your insurer(s) exclude your business from their contingent payment calculations. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

Our compensation will be in the form of commissions paid to us by insurers. We will disclose the rate of the commissions we will earn before you purchase the coverage. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

In the ordinary course of business we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you after we receive such funds.

If wholesalers, excess and surplus lines broker, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate affiliates of ours, we will also disclose the rate of the commissions they will earn before you purchase the coverage. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may provide services to insurers for some insurance products. These services may include (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; or (c) managing lineslips for insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers.

We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we shall inform you and disclose

the compensation payable to Willis Towers Watson in connection with the placement of the insurance coverage.

We may also provide reinsurance brokerage services to insurers with which your coverage is placed pursuant to separate agreements with those insurers. We may be compensated by the insurers for these services in addition to any commissions we may receive for placement of your insurance coverages.

The insurance market is complex and we or our corporate affiliates could have relationships with insurers or other parties which might create conflicts of interest. Despite any conflict which might exist we will act in your best interests at all times in providing services to you. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you request in writing that we continue to provide our services.

Subsidiaries of Willis Towers Watson North America Inc are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. FATCA only applies if you are a U.S. company or individual or a non-U.S. company paying premium through a U.S. insurance broker to a non-U.S. insurer. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.

### **Premium Payment/Handling of Funds**

You agree to pay premiums promptly when due. Failure to pay premiums on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment to you in accordance with the requirements of all applicable laws and regulations.

### **Claims**

Please carefully review and follow the claims-reporting instructions provided by your insurer. Failure to timely and properly report a claim may jeopardize coverage for the claim.

### **Ethical Business Practice**

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

### **Sanctions**

We will comply with all applicable sanctions programs and you are advised that, where obliged by law, we may have to take certain actions, including freezing of funds held on behalf of parties and individuals as required by sanctions programs.

### **Anti-money Laundering**

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the **services of third parties in order to identify and verify clients**. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

### **Intellectual Property**

Willis Towers Watson shall own and retain all right, title, and interest in and to the following (collectively, "Willis Towers Watson Property"): (i) all software, hardware, technology, documentation, and information provided by Willis Towers Watson in connection with the Claim and Risk Control Services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Willis Towers Watson during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. Accordingly, all rights in the Willis Towers Watson Property are hereby expressly reserved.

### **Electronic Communication**

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent

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risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis Towers Watson system shall be deemed the definitive record of electronic communications and documentation.

Please note that our system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

### **Inquiries and Complaints**

Your satisfaction is important to us. If you have questions or complaints, please inform your Willis Towers Watson Personal Client Advocate or call the head of our office. You may also call 1-866-704-5115, the nationwide toll-free number which Willis Towers Watson has established for client feedback and complaints in the US, or 1-212-519-5599 if you are in Canada.