



Lockton Companies (Hong Kong) Limited Macau Branch Important Information and Our Terms of Business

Lockton Companies (Hong Kong) Limited Macau Branch whose registered office is at Avenida Comercial de Macau, n.70, FIT Centre, 5 Andar A, Macau, is a licensed insurance broker company approved by the Monetary Authority of Macau (AMCM), you may check our details on the website of the AMCM at amcm.gov.mo (Registration No. 26/CRE).

Our Role Lockton gives advice on insurance policies to its clients and act as agents of its clients in dealing with insurers and other matters relating to insurance policies being procured by its clients.

Why are we giving you this document? This document is the contract between you and us, in respect of provision of our services to you as your insurance broker. It also contains information we are required by regulation to provide to you and the services we will provide you. It is important that you read this document carefully, particularly the sections entitled:

Placing Services which sets out the process upon which we arrange insurance on your behalf;

Remuneration and Other Income which sets out details of our earnings;

Limitation of Liability which sets out how we limit our liability.

Data Protection which sets out our obligations to each other in respect of data protection and the Processing of Personal Data in relation to our engagement and any services we provide to you.

If there are anything in this document that you do not understand or which you disagree, or if you have any questions, please contact us before we proceed to arrange your insurance and we will be happy to explain.

If we do not hear from you within 30 days of sending you these terms of business, or if receive a broker of record, an instruction or confirmation of an order to arrange insurance policy for you within this 30-day period, we will assume that you agree to these terms.

Remuneration Statement Unless we have specifically agreed with you on the manner in which we will be remunerated for our services, the following statement shall apply to every insurance transaction we handle on your behalf:- "Lockton Companies (Hong Kong) Limited Macau Branch (the "Company") is remunerated for its services by the receipt of remuneration paid by insurers. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of such remuneration by the Company."

Updated on Mar 2022

1. MANAGEMENT AND SERVICE STANDARDS

1.1 Quality and Standard of Service

In providing you with the services described in this document, we will advise you in accordance with your instruction in a professional and expeditious manner.

1.2 Managing Your Requirements

We will assign one or more Associates to take responsibility for the provision of the services which are described in this document. Such person(s) will be your primary point(s) of contact and we will ensure in so far as reasonably possible, continuity of and accountability for the services which we provide. The assigned Associate(s) will be supported by other employees to assist in the provision of the services and to provide service cover when required. Our aim is to deliver insurance solutions that satisfy your requirements effectively and efficiently.

1.3 Recommendation of Third Party Intermediaries

You may request us to or we may recommend to you a third party intermediary to deal with various insurance policies on your behalf where we do not have the capability or local presence to do so. Where we provide such recommendation it is on the understanding that we accept

no responsibility for the activities, errors or omissions of such intermediary and we will not be responsible in any circumstances in the event that they are unable, for whatever reason, to meet their obligations to you.

2. TERMINOLOGY & LANGUAGE

In order to avoid repetition of words used in this document, unless inconsistent with the context, "the insurance" means each contract of insurance which we arrange or bring about on your behalf, "insurance" includes reinsurance, contract of surety or guarantee and other risk transfer products, "(Re)Insurer(s)" include any insurer, reinsurer or other category of risk bearer and "claim" includes an incident which may give rise to a claim, as appropriate to the insurance.

All documentation, correspondence and communication we provide to you will be in English unless we separately reach agreement with you to use another language.

3. PLACING SERVICES

3.1 Understanding Your Circumstances

In good time before negotiations with the (Re)Insurer(s) commence, we will seek to understand your objectives, needs and priorities of and other information from or about

you which we need in order to enable us to make an assessment as to what insurance cover you would need. We will assist where necessary in the gathering and collation of material information and in its preparation for submission to the (Re)Insurer(s) who we consider to be suitable. In that regard, we would draw your attention to the sections of this document entitled **Duty of Disclosure** and **Selection and Solvency of (Re)Insurers**.

3.2 Quoting and Placing

We will seek from (Re)Insurer(s) on your behalf, competitive indications for insurance and coverage which are, in our opinion, suitable in terms of both price and coverage offered and we will advise you of the terms indicated by the (Re)Insurer(s) in such a manner as to enable you to make an informed decision on which insurance, if any, to purchase.

We will take diligent and timely steps to implement your instruction and, subject to available insurance market, place all the required insurance before its intended date of inception, renewal or extension, confirming to you prior to such date the coverage that is in place. If we are unable to fulfil your instruction we will bring this promptly to your attention.

3.3 Documentation

We will advise you of the completion of the insurance arrangement(s). We will then arrange for appropriate documentation to be forwarded to you, which will provide you with formal confirmation or evidence of the insurance and the amount of premiums payable in respect thereof. We advise you to check this documentation when you receive it:

- An Evidence of Cover (which may be in one of four forms: a full copy of the slip, a cover note, a policy or a certificate) will provide details of the full terms of the insurance and identifies the (Re)Insurer(s) with whom your insurance has been placed. You should check the Evidence of Cover and satisfy yourself that it is entirely in accordance with your understanding and instruction. Any variance should be advised to us immediately.
- A debit note will indicate the premium charged by the (Re)Insurer(s) for the insurance plus applicable levies, taxes, any deductions allowed for you and the net amount payable to us. Where an (Re)Insurer requires premiums to be paid directly to them, this will normally be indicated on the premium debit note.
- A policy/ certificate/ reinsurance contract document will set out comprehensively the terms of the insurance and replaces any earlier Evidence of Cover. We will seek to obtain and issue to you as soon as reasonably practicable any insurance policy, certificate or reinsurance contract document which may be required in relation to the insurance, or in certain circumstances advise you that a policy is available upon request.

3.4 Mid-Term Changes to Your Policy

If you need to make any changes to your insurance during the policy period, please contact us immediately so that we can advise your (Re)Insurer(s) and obtain their agreement. We may also need to seek further information from you. We will inform you of the revised terms following receipt of your instruction and (Re)Insurer's confirmation.

3.5 Renewal of Your Insurance

We will approach you for renewal instruction/information, or provide you with renewal terms when received from (Re)Insurer(s), approximately 1 to 3 months before the expiry of your existing policy or contract. We will also advise you if renewal is not being invited and of any alternate terms, or to obtain your instruction. Please remember that your duty of disclosure applies for any alteration, extension or renewal of your insurance contract.

3.6 Levies, Taxes & Other Charges

Any insurance levies, insurance premium tax, valued added tax or other charge which is payable in addition to the premium (for which the policyholder / reinsured is responsible) and which need to be remitted to the appropriate authority by the (Re)Insurer(s) will be indicated on the debit note.

4. DUTY OF DISCLOSURE

You Must Be Aware Of The Duty of Disclosure In Relation To Your Insurance And The Severe Consequences Of A Breach

The duty of disclosure requires you to provide (Re)Insurer(s) all material information relating to the insurance under consideration and all information you provide should be both complete and accurate. "Material" in this context refers to all information, which a prudent (Re)Insurer (not necessarily the (Re)Insurer in question) would wish to take into account when considering whether or not to accept the insurance and, if so, upon what terms and at what price. Material information does not necessarily have to actually increase the risk of the insurance under consideration.

The duty of disclosure continues up until the insurance has been concluded and "resurrects" in the event of any amendment to the insurance during the policy period or any extension or renewal. It may also be that the terms of the insurance contract include specific ongoing disclosure conditions or warranties which effectively extend the duty of disclosure post inception of the policy or contract.

In completing a proposal or claim form or any other material document relating to an insurance contract and in providing information to or for (Re)Insurer(s), the accuracy and completeness of all answers, statements and/or information is your responsibility and it is of paramount importance that all relevant information is provided and that it is accurate.

In the event that there is a breach of the duty of disclosure, the (Re)Insurer has the right to avoid the insurance from its commencement. Under such circumstances, the (Re)Insurer would be entitled to seek recovery of any claims already paid by them under the insurance. Although

at the same time the (Re)Insurer would generally be obliged to return paid premium (in the absence of dishonest conduct).

The duty of disclosure and the consequences of its breach may vary to a limited degree from the foregoing, dependent upon the law(s) of which country is applicable to your insurance.

If you are in any doubt as to the scope of the duty of disclosure or whether a piece of information ought to be disclosed, please do not hesitate to contact us.

SELECTION AND SOLVENCY OF (RE)INSURERS

Our selection of (Re)Insurers is generally based on our knowledge and experience of the relevant market sector, its products, and the financial standing of the (Re)Insurer(s).

We use both local and overseas (where use of overseas (re)insurers are permitted by local laws) (Re)Insurers to obtain the best cover terms available for you. If you choose to use an (Re)Insurer authorised in other jurisdiction you should note that:

- (a) a different legal and regulatory regime may apply to (Re)Insurers not authorised in Macau and as such your ability to enforce your legal rights or seek compensation may vary; and
- (b) (Re)Insurers not authorised in Macau are not subject to the provisions of the Macau Insurance Ordinance (MIO), which establishes a system of prudential supervision of authorised (Re)Insurers in Macau.

We accept no responsibility for the financial performance of any (Re)Insurer(s) and will not be responsible in any circumstances in the event that they are unable, for whatever reason, to meet their obligations to you. If you have any concerns about the (Re)Insurer we are using to provide cover, please contact us immediately.

6. CONFIDENTIALITY AND PERSONAL DATA PRIVACY

We will treat any information we receive from you as confidential. Any information that you provide to us will not be used or intentionally disclosed outside the Lockton Group by us except in the normal course of negotiating, maintaining or renewing the insurance, or for handling any claims, unless:

- (a) we have obtained the necessary consent from you;
- (b) we are required to disclose the information by a court of competent jurisdiction or governmental or regulatory body having the requisite authority over us; or
- (c) the information is already in the public domain or has been received by us from a third party not under any duty of confidentiality.

We will take appropriate steps to maintain the security of

your confidential documents and information which are in our possession. We may share your information with other divisions or companies within the Lockton Group to assist us with your insurance arrangements. We, or they, may wish to inform you of other services or products which could be of interest to you.

We undertake to comply with the Personal Data Protection Act in all our dealings with any personal data you provide to us. A copy of our Privacy Policy Statement setting out the kind of personal information we hold, main purposes for which it is held or is to be used and our policies and practices in relation to personal information can be obtained from our website.

7. CLAIMS SERVICES

7.1 Claim Notification

Claims should be notified to us (or to (Re)Insurer or named other party if the insurance policy or reinsurance contract provides for direct notification to them) promptly and without delay. If you have a third party claim we would advise you not to compromise that claim or admit liability until you have (Re)Insurer's approval to do so. You should familiarize yourself with the notification conditions in your policy or contract and observe all conditions relating to the reporting and handling of claims and circumstances – failure to do so may well lead to your claim not being paid. Upon our receipt of a claim notification from you, we will undertake an assessment of that claim. If we consider that notice of that claim is not required or if the notification appears deficient in any way, we will promptly explain to you the position and seek your further instruction.

We will notify the participating (Re)Insurer(s) of the claim in a timely fashion. We will then promptly communicate to you any information, comments or advices, received from the (Re)Insurer(s), in relation to the claim notice(s).

7.2 Claim Negotiation and Settlement

Where instructed we will diligently pursue settlement and, where agreed with the (Re)Insurer(s), the collections of any claim under the insurance and seek to secure the fullest recovery possible within the terms, conditions and limitations of the insurance. We will not compromise the amount of any claims settlement without your prior approval. Where applicable, we will provide you with written confirmation of the acceptance of the claim and the amount of settlement agreed by the (Re)Insurer(s).

8. MAINTENANCE OF RECORDS

During the period of our appointment, we will make, maintain and keep a record of all material particulars relating to our arrangement and/or administration of the insurance, including the notification, processing and resolution of any claims under the insurance for which we provide claims related services. Such records may be kept in paper based, electronic or any other medium we consider appropriate provided that they are either in a legible form or capable of being reproduced in a legible form.

Subject to any lien which we may be legally entitled to exercise, we will reproduce and forward to you (or to any party you request), copies of the documents and records to which you as our client are legally entitled, but we reserve the right to charge you for the reasonable costs of reproduction and forwarding and to retain copies for our internal requirements.

9. CONFLICTS OF INTERESTS

In performing our services, situations may arise where a conflict of interest arises. Examples of conflicts can include where we earn a fee from you for performing our services and also earn a commission from an insurer; or where we act as agent of the insurer in settling claims or arranging insurance; or where one client we represent makes a claim against another client we represent. Should such a situation arise we will advise you so that you can make an informed decision about the conflict (and if applicable, the specific action we will take to manage that conflict). If you object to the particular conflict, then you will need to advise us. Your instruction or confirmation of an order to arrange the insurance on your behalf will be taken as your informed consent to proceed in the manner proposed. If we feel that it is not possible to manage the conflict fairly, we will withdraw from the arrangement and advise you accordingly.

10. REMUNERATION AND OTHER EARNINGS

(a) Commission:

Unless we have specifically agreed with you on the manner in which we will be remunerated for our services, we will be remunerated by receipt of commission paid by (re)insurers we use out of the premium paid by you. Our commission is usually calculated as a percentage of the insurance premium. This percentage will have been contractually agreed between us and the (Re)Insurer. We earn different percentages for different classes of business and from different (Re)Insurer(s).

(b) Fee and Other Earnings:

- Interest earned on client money held by us in accordance with the section on The receiving and Holding of Client Money.
- ii. Arrangements with (Re)Insurers whether or not identifiable to any specific client or account to provide other services to (Re)Insurers that may include:
- We may be requested to arrange facultative or treaty reinsurances for the insurer(s) with whom we effect insurance. These reinsurances are separate and distinct contracts where we act as agent of the insurer(s) concerned, and for which remuneration may be paid separately by the insurer(s) or their reinsurer(s) and are outside the scope of our agreement with you;
- Electronic platform access / software licence fee

- which we may charge (Re)Insurers for access or use of platform / software developed and/or maintained by us; and
- Risk consulting, marketing or other service fees for any specific services which we may provide to the (Re)Insurers.
- Commission from pension scheme providers for provision of services relating to pension products to you.
- iv. Fee from health care/life style service providers for sourcing and/or administering employees benefit add on services for you.

The additional income described above may give rise to a conflict of interest between you, us and/or the (Re)Insurer(s)/pension scheme providers/other service providers concerned. We will take care to ensure that such conflicts are properly managed so we continue to act in your best interests.

You are entitled at any time to request information regarding any income which we earn as a result of placing your insurance. We will respond to your request in writing.

11. THE RECEIVING AND HOLDING OF CLIENT MONEY

Client money is any money that we receive and hold in the course of arranging or administering insurance on your behalf. We will provide protection for client money by holding all client money in a Client Account which is completely segregated from our own money.

12. LIMITATION OF LIABILITY & FORCE MAJEURE

12.1Limitation of Liability

- (a) The following provisions of this section set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you in respect of all losses, claims or liabilities arising under or in connection with this Agreement (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.
- (b) All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.
- (c) Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
- (d) Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory system.
- (e) Subject to clauses (b), (c) and (d) above, our total liability to you, and any other parties that we agree a limit of liability with at your request (for example where we issue a letter to a third party) shall in aggregate be

limited to USD5 million; and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses, the cost of procuring replacement goods or service, or any indirect or consequential loss or damage.

12.2Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from the events, circumstances or causes beyond its reasonable control, which shall be deemed to include, but not be limited to the following: act of God; epidemic/ pandemic; civil commotion; any law or any action taken by a governing or public authority, including without limitation imposing an export or import restriction, quota or prohibition; failure of third party suppliers; sabotage; labour dispute and industrial action; delay of (re)insurer(s); explosion; or fire; and in such circumstances the time for performance shall be extended for a period equivalent to the period during which performance of the obligation has been delayed or failed to have performed, provided that if the period of delay or non performance continues for 12 weeks, either party may terminate this Agreement by giving 14 days written notice to the other party.

13. COMPLAINTS

We take complaints made against us very seriously and maintain a procedure to ensure that complaints are dealt with promptly and fairly.

If you wish to make a complaint, please notify your usual contact or to the Responsible Officer, either in writing to our registered office set out at the beginning of this document or by telephone at 2850 9151. If we cannot resolve your complaint straight away, we will acknowledge its receipt promptly and arrange for a senior manager to investigate the matter and provide you with a response. If you are not happy with the way your complaint has been handled, you may refer the matter to the AMCM.

14. MONEY LAUNDERING, BRIBERY AND SANCTIONS

We are obliged to take reasonable steps to safeguard our company and our clients against the risk of financial crime. To achieve this we may need to ask you to provide us with additional information to help establish proof of identity or legitimacy of any insurance transactions you ask us to undertake on your behalf. We are obliged to report to the Financial Intelligence Office any suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report. We will not agree to make payments to unknown third parties where we have had no direct dealings or knowledge of an involvement on your account.

As an organisation we have in place strict anti-bribery and corruption procedures in accordance with applicable laws,

regulations and best practice.

Insurance transactions or payments may be prohibited or subject to prohibition or restrictions under International Trade Sanctions ("ITS") covering (without limitation) trade in certain goods, territories or individuals. Where we discover or have reasonable belief that the arrangements we make or may put in place may be in breach of any form of ITS then we may immediately cease any part or all of that arrangement. This may result in us continuing to make arrangements on your behalf for some elements of your insurance program and not others. We will make you aware if this applies.

15. TERMINATING OUR APPOINTMENT

Either you or we may terminate our appointment to act as your agent in relation to the insurance by giving at least 30 days' notice in writing.

If you terminate our appointment less than one month prior to the renewal of your insurance and where we have commenced working on renewing your insurance, an additional fee shall be charged to be calculated based on 25% of the commission or fee that would otherwise have been payable to us for renewing all your insurance.

Termination of our appointment does not affect the rights, obligations or liabilities of either you or us in relation to the insurance, which have accrued prior to the termination date, but following the termination we will owe you no further obligations to provide any services in relation to your insurance. Upon termination of appointment all relevant files and claims files held by Lockton will be transferred to the new broker appointed by you according to your instruction. In the event you wish us to continue handle these claims on your behalf and we agree to do so, we reserve the right to charge a reasonable fee for these services.

As our commission or fee for bringing about or arranging the insurance is fully earned when your insurance is successfully placed, any unpaid commission or fee will become immediately due and payable to us upon termination of our appointment.

16. MEDIATION

Both of us agree that any dispute or difference between us arising out of or in connection with this Agreement or the services provided by us shall first be referred to mediation by a mediation service provider selected by mutual agreement (hereafter referred to as the mediation service provider). Unless otherwise agreed, we shall share equally the costs charged by the mediation service provider.

If the dispute cannot be resolved through mediation between the parties within 60 days following the first written request from a party for mediation, the dispute shall be determined in accordance with Clause 18.

17. RIGHTS OF THIRD PARTIES

No term of this Agreement is enforceable by a person who

is not a party to this Agreement.

18. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this contract, shall be settled by arbitration in Macau SAR at World Trade Center Macau Arbitration Center and in accordance with its Internal Regulations as at present in force. Unless the parties agree otherwise, the arbitration procedure will be carried out by collective Tribunal. The arbitrator shall be appointed by both parties or, in the absence of an agreement for that purpose, by the World Trade Center Macau Arbitration Center. The language to be used in the arbitral proceedings shall be English.

19. JURISDICTON

Any disputes between us will be governed by and construed in accordance with the laws of Macau SAR.

20. DATA PROTECTION

20.1 For purpose of this clause:

- Processing personal information or Processing refers to personal information collection, storage, use, processing, transmission, provision, disclosure and deletion, among others.
- Personal Information Processor (or Processor) refers to an organisation or individual that autonomously determines the purposes and means of personal information processing.
- Relevant Individual means any individual whose personal data is disclosed to us for Processing by us or on our behalf in connection with our engagement or any services we provide to you, including (by way of example) any individual who is an insured person or a third party claimant, under or in respect of an insurance policy.
- 20.2We shall comply at all times with our obligations under the Personal Data Protection Act. A Privacy Notice setting detailing how your personal data will be used by us could be found on our website. If you use our services, visit our websites or contact us to

- provide us with your personal data it is assumed that you have read and consent to us to collect and process your personal data in accordance with our Privacy Notice (and its updated versions). If you do not wish for us to collect, process your personal data in accordance with our Privacy Notice, please do not visit our website or provide your personal data to us.
- 20.3You and we acknowledge and agree that, in relation to our engagement and any services we provide to you:
- i. we and you are not joint Controllers; and
- ii. neither you nor we Process any personal data on behalf of the other as Processor.
- **20.4**In respect of the personal data that you or we Process in relation to our engagement and any services we provide to you:
- you and we shall comply at all times with our respective obligations under the Data Protection Laws; and
- ii. you and we shall notify each other without undue delay after becoming aware of any breach of security or other circumstance leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the personal data.
- 20.5 You shall ensure that the Personal Information Protection Notice set out in Appendix 1 of these Terms of Business is provided to each Relevant Individual. You shall ensure that the Personal Information Protection Notice is provided to the Relevant Individual at the time when his or her personal data is first collected by you. You shall ensure that such steps are taken to obtain the consent of each Relevant Individual to the Processing of his or her personal data in connection with our engagement and any services we provide as may be required from time to time by us and the provision of personal data by you shall be deemed as that you have obtained necessary consent from the Relevant Individual.

Appendix 1 – Personal Information Protection Notice

Lockton Companies (Hong Kong) Limited Macau Branch (Lockton) is committed to protecting the privacy and security of your personal data. We comply with all application laws and regulations in the processing of any personal data by us.

Who we are

We are an insurance broker company, in accordance with the definition in the Personal Data Protection Act, we are a "Personal Information Processor", meaning we would process personal data for purpose and in such a manner as we find necessary for our operation.

The basics

We collect and use relevant information about you to provide our insurance broking services to you, including (as applicable) risk consulting, arranging the insurance cover from which you benefit or handling your claims, and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance broking services we provide to you. This information may include more sensitive details such as information about your health, finance and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide our insurance broking services to you, including (as applicable) arranging the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance broking services that we provide and to the extent required or permitted by law.

We may collect and use information about you in the course of the provision of our services, the above personal information may include your identity document, address, telephone number or other contact details, age, health, income, bank account, criminal conviction etc.

Other people's details you provide to us

Where you provide us with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full Privacy Notice, which is available online on our <u>website</u>.

Contacting us and your rights

If you have any queries about this notice, or if you wish to exercise your rights, please contact our Data Protection Manager in writing at:

Legal and Compliance Department - Data Protection Manager

Avenida Comercial de Macau, n. 70, FIT Centre, 5 Andar A, Macau

I/We have read and understand content of this notice, and have obtained authorisation and/or consent of the relevant individual (if applicable) to provide personal data to Lockton. Once this notice is signed, I/We agree Lockton may use, collect, store or process personal information provided by me/us in accordance with this notice.	
Signature: Date:	Name: Title:



Lockton Companies (Hong Kong) Limited Macau Branch

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Licensed Insurance Broker Company (Registration No. 26/CRE)