STATE OF MISSOURI

DEPARTMENT OF INSURANCE

P.O. Box 690, Jefferson City, Mo. 65102-0690

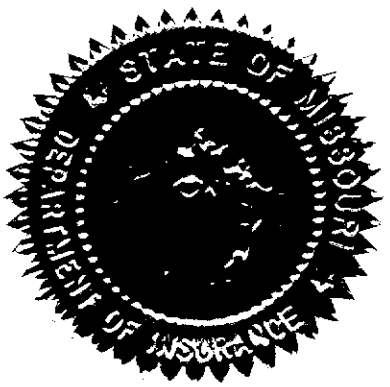
In Re:	)	
	)	Case No. 05 1223443C
AON CORPORATION,	)	
	)	
Respondent.	)	

SIGNATORY INSURANCE REGULATOR ADOPTION AND CONSENT ORDER

The Director of Insurance, State of Missouri, after considering the Regulatory Settlement Agreement, and pursuant to the authority of the insurance laws of Missouri and Chapter 374, RSMo, does hereby adopt, agree, approve the NAIC Regulatory Settlement Agreement and further, orders Aon Corporation to fully comply with each provision of the NAIC Regulatory Settlement Agreement filed in this case.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office in Jefferson City, Missouri, this 1st day of August, 2006.

SO ORDERED.



W. Dale Finke

W. DALE FINKE, Director
Department of Insurance

IN THE MATTER OF
AON CORPORATION

NAIC REGULATORY SETTLEMENT AGREEMENT RESPECTING THE AON CORPORATION

THIS NAIC REGULATORY SETTLEMENT AGREEMENT (the "Regulatory Settlement Agreement") is entered into May 3, 2006 (the "Effective Date"), by and between Aon Corporation its subsidiaries and affiliates (sometimes collectively referred to herein as "Aon" or the "Company"), and the chief insurance regulators of each state, or their authorized representatives, who adopt, approve and agree to this Regulatory Settlement Agreement by virtue of the provisions of Article II hereof (the "Signatory Insurance Regulator" or collectively "Signatory Insurance Regulators").

ARTICLE I
RECITALS

WHEREAS, the Attorneys General of the States of New York, Illinois and Connecticut, the Superintendent of Insurance of the State of New York and the Director of the Division of Insurance, Illinois Department of Financial and Professional Regulation (sometimes collectively referred to as "Settling Agencies" alleged that Aon unlawfully steered clients' insurance business to favored insurance companies; and

WHEREAS, the Company has agreed to a settlement affecting a nationwide class of policyholders by virtue of the execution of an Agreement entitled "Agreement Among the Attorney General of the State of New York, the Superintendent of Insurance of the State of New York, the Attorney General of the State of Connecticut, the Illinois Attorney General, the Director of the Division of Insurance, Illinois Department of Financial and Professional Regulation, and Aon Corporation and its subsidiaries and affiliates (collectively "Aon") dated March 4, 2005" (the "New York, Illinois and Connecticut Agreement") (copy attached as Exhibit A); and

WHEREAS, certain Signatory Insurance Regulators have conducted investigations regarding the Company practices in connection with compensation practices, including contingent commission agreements, in their respective states; and

WHEREAS, the Company is cooperating with the investigations of the Signatory Insurance Regulators; and

WHEREAS, the Signatory Insurance Regulators allege that, by engaging in the conduct alleged by the Settling Agencies Aon engaged in untrustworthy or irresponsible conduct as set forth in the Signatory States laws in the conduct of business in their respective states; and

WHEREAS, the Company neither admits nor denies the allegations noted above; and

WHEREAS, finding the New York, Illinois and Connecticut Agreement to adequately address the principal collective concerns of the Signatory Insurance Regulators and by virtue of the terms and conditions set forth in this Regulatory Settlement Agreement, the Signatory Insurance Regulators and the Company desire to resolve all regulatory issues arising from the subject matter described in the New York, Illinois and Connecticut Agreement as the facts related to that subject matter are currently known to each Signatory Insurance Regulator (hereinafter referred to as the "Known Regulatory Issues"[1]), except as specifically referenced in any applicable consent, cease and desist or other order issued by a Signatory Insurance Regulator on the terms and conditions set forth herein.

ARTICLE II
REGULATORY SETTLEMENT AGREEMENT TERMS

A. ACCEPTANCE

1. By their signatures and delivery of this Regulatory Settlement Agreement, as described below, and by virtue of the execution of this Regulatory Settlement Agreement by the Signatory Insurance Regulators, the Signatory Insurance Regulators each acknowledge and agree that: (i) they have read and understand the terms and conditions of the New York, Illinois and Connecticut Agreement; and (2) they have been actively involved in the evaluation and discussion of each form of relief which is included within the New York, Illinois and Connecticut Agreement. By the signature and delivery of this Regulatory Settlement Agreement, each Signatory Insurance Regulator further acknowledges the general sufficiency and fairness of this Regulatory Settlement Agreement and of the New York, Illinois and Connecticut Agreement, and agrees that the execution of this document fairly, reasonably and adequately addresses the collective insurance regulatory concerns of the Signatory Insurance Regulators.

B. ADMINISTRATIVE AGREEMENTS

The Company agrees to do the following:

1. MONETARY RELIEF

a. As provided by the New York, Connecticut and Illinois Agreement, Aon shall pay One Hundred and Ninety Million Dollars ($190,000,000) into a Fund (the "Fund") to be paid to Aon policyholder clients who retained Aon to place, renew, consult on or service insurance where such placement resulted in

[1] The term specifically excludes any knowledge of the facts or merits of a claim or potential claim that any particular policyholder may have against Aon. This term further specifically excludes any claims which are based upon, arise out of or relate to the purchase of Aon securities.

contingent commissions or overrides. All of the money paid into the Fund and any interest earned thereon shall be paid to such policyholder clients pursuant to the New York, Illinois and Connecticut Agreement. No portion of the Fund shall be considered a fine or a penalty. This sum is in full satisfaction of Aon's obligations hereunder, and no Signatory Insurance Regulator shall seek to impose on Aon any other financial obligation or liability with respect to the Known Regulatory Issues, except as related to matters specifically referenced in any applicable consent, cease and desist or other order issued by a Signatory Insurance Regulator.

b. Aon has done or shall do the following, as provided by the New York, Illinois and Connecticut Agreement:

   i. Calculate in accordance with a formula approved by the Settling Agencies, the amount of money each of the U.S. policyholder clients who retained Aon to place, renew, consult on or service insurance with inception or renewal dates between January 1, 2001 through December 31, 2004 where such placement, renewal, consultation or servicing resulted in contingent commissions or overrides recorded by Aon between January 1, 2001 through December 31, 2004 (the "Relevant Period") is eligible to receive; and

   ii. Send a notice to each client eligible to be paid from the Fund, setting forth the following items (i) through (v), (i) each client's name and address; (ii) the client's insurer(s), product line(s) and policy(ies) purchased and policy number(s); (iii) the amount the client paid in premiums or consulting fees for each such policy; (iv) for each such policy, the amount of contingent commission or override revenue recorded by Aon during the Relevant Period attributable to that policy, in accordance with a calculation approved in accordance with the New York, Illinois and Connecticut Agreement; (v) the amount of contingent commission override revenue each client is eligible to receive for each such policy and in the aggregate for all such policies pursuant to this Agreement; and stating that the amount paid may increase if there is less than full participation by eligible clients in the Fund. For the purposes of this paragraph, "U.S. policyholder clients" means U.S.-domiciled policyholder clients and policyholder clients who retained Aon's U.S. offices to place, renew, consult on or service insurance.

c. Clients eligible to receive a distribution from the Fund had until November 30, 2005 to request a distribution. Eligible clients who voluntarily elect to receive a cash distribution (the "Participating Policyholders") shall tender a release in the form attached to the New York, Illinois and Connecticut Agreement as Exhibit 2. In the event that any eligible client elects not to participate or otherwise does not respond (the "Non-Participating Policyholders"), that client's allocated share may be used by Aon to satisfy any pending or other

claims asserted by policyholders relating to these matters. In no event shall a distribution be made from the Fund to any Non-Participating Policyholder until all Participating Policyholders have been paid the full aggregate amount due them; nor shall the total payments from the Fund to any Non-Participating Policyholder exceed 80% of that Non-Participating Policyholder's original allocated share. If any funds remain in the Fund as of October 1, 2007, any such funds shall be distributed on a pro rata basis to the Participating Policyholders.

d. In no event shall any of the funds in the Fund be used to pay attorney fees.

e. Aon paid $76,000,000 into the Fund on September 1, 2005.
Aon shall pay $76,000,000 into the Fund on or before September 1, 2006.
Aon shall pay $38,000,000 into the Fund on or before September 1, 2007.

f. On or before December 3, 2005, September 30, 2006, and September 30, 2007, Aon shall pay proportionally to each Participating Policyholder as much of that Participating Policyholder's aggregate share of the Fund as possible with the monies then available in the Fund pursuant to a calculation approved in accordance with the New York, Illinois and Connecticut Agreement. Within forty-five (45) days of each payment from the Fund, Aon shall file a report with each Signatory Insurance Regulator, certified by an officer of Aon, listing the total amounts by state paid from the Fund to residents of the state represented by the Signatory Insurance Regulator.

2. BUSINESS REFORMS

a. As provided on pages six through eleven of the New York, Illinois and Connecticut Agreement, Aon shall undertake a number of business reforms related to the Known Regulatory Issues ("Business Reforms").

b. The Business Reforms are hereby incorporated as if set forth fully herein and, except where prohibited by law, Aon agrees to implement the same in accordance with the applicable laws, regulations and judicial rulings of each state represented by a Signatory Insurance Regulator.

c. Aon shall file a certification with each Signatory Insurance Regulator, no later than May 31, 2006, executed by an officer of Aon, confirming the Business Reforms have been undertaken by Aon in each state represented by a Signatory Insurance Regulator as may be applicable pursuant to Paragraph B2b above (the immediately preceding paragraph).

d. Each Signatory Insurance Regulator shall have the ability to enforce the Business Reforms pursuant to the applicable state laws, regulations and judicial rulings of his/her individual state.

3. CEASE AND DESIST

Aon shall immediately cease and desist from all activities described herein, whether in this Regulatory Settlement Agreement or any exhibit hereto, which constitute untrustworthy and irresponsible conduct as set forth in the signatory states' laws; and from otherwise engaging in conduct which violates applicable statutes and/or regulations.

4. MONITORING, COMPLIANCE AND REPORTING

a. As provided in the New York, Illinois and Connecticut Agreement, Aon shall establish a Compliance Committee of the Board of Directors of Aon which shall monitor Aon's compliance with the standards of conduct regarding compensation from insurers and shall report on a quarterly basis to the Board of Directors the results of its monitoring activities for a period of five (5) years from March 5, 2005, the date of the New York, Illinois and Connecticut Agreement.

b. As provided in the New York, Illinois and Connecticut Agreement, Aon shall maintain a record of all complaints received concerning any compensation from an insurer, which shall be provided to the Compliance Committee of the Board of Directors with the Compliance Committee's quarterly report. Such record shall further be promptly provided to any Signatory Insurance Regulator upon written request.

c. As provided in the New York, Illinois and Connecticut Agreement, the Board of Directors of Aon shall prepare annual reports on compliance with the standards of conduct regarding compensation arrangements for five (5) years commencing in December 2005, which shall also include the amount of each form of compensation received by Aon from each insurer with which it placed insurance during the preceding year. Such reports shall be submitted to New York, Illinois and Connecticut by March 1 of the succeeding year, and shall further be promptly provided to any Signatory Insurance Regulator upon written request.

d. The Illinois Attorney General and the Director of the Illinois Division of Insurance shall examine and audit Aon's performance of its obligations under the New York, Illinois and Connecticut Agreement, results of which shall be available to the Signatory States upon request.

ARTICLE III
OTHER PROVISIONS

1. A Signatory Insurance Regulator may take regulatory action to enforce this Agreement. A Signatory Insurance Regulator may investigate or take regulatory

action against any current or former Aon employee, broker or agent who is licensed or who is otherwise subject to the regulatory jurisdiction of that Signatory Insurance Regulator, may assist insurers, Participating Policyholders, Non-Participating Policyholders, licensed producers and consumers with respect to the matters addressed in this Regulatory Settlement Agreement, and may take regulatory action with respect to specific transactions affecting residents of their respective states as specifically referenced in any applicable consent, cease and desist or other order issued by a Signatory Insurance Regulator.

2. Nothing herein shall prevent or otherwise restrict a Signatory Insurance Regulator from pursuing regulatory action against the Company for regulatory issues other than Known Regulatory Issues.

3. Nothing herein shall confer any rights upon any persons or entities other than the Signatory Insurance Regulators and Aon.

4. Aon shall not seek or accept, directly or indirectly, indemnification pursuant to any insurance policy, with regard to any or all of the amounts payable pursuant to this Agreement.

5. This Regulatory Settlement Agreement shall be binding on the Companies and on the Signatory Insurance Regulators executing this Regulatory Settlement Agreement. Any chief insurance regulator that wishes to become a party to this Regulatory Settlement Agreement shall execute a signature page within 90 days from the Effective Date.

6. Each Signatory Insurance Regulator hereby gives express assurance that under the applicable laws, regulations and judicial rulings, the Signatory Insurance Regulator has the authority to enter into this Regulatory Settlement Agreement and bind the Signatory Insurance Regulator now and in the future. By execution of this Regulatory Settlement Agreement with the Company, each Signatory Insurance Regulator acknowledges that he/she has reviewed and agrees with the terms and conditions as set forth herein.

7. This Regulatory Settlement Agreement was negotiated in an effort to address Known Regulatory Issues. With respect to matters addressed by this Regulatory Settlement Agreement, but subject to Paragraphs 1 and 16 of this Article III and except as otherwise provided herein, the Signatory Insurance Regulators executing this Regulatory Settlement Agreement release and forever discharge the Companies from all regulatory or administrative actions, claims, damages, fines, sanctions, losses, or other liability that insurance departments could pursue or seek based upon the Known Regulatory Issues, except as specifically referenced in any applicable consent, cease and desist or other order issued by a Signatory Insurance Regulator. However, this Regulatory Settlement Agreement and the release language set forth in this paragraph shall in no way be interpreted or construed as releasing, prohibiting or otherwise limiting in any way, any cause of action that may

be pursued by Attorneys General or other governmental authorities from the same states as the Signatory Insurance Regulators.

8. In the event that any portion of this Regulatory Settlement Agreement is held invalid under any particular state's law as it is relevant to a Signatory Insurance Regulator, such invalid portion shall be deemed to be severed only in that state and all remaining provisions of this Regulatory Settlement Agreement shall be given full force and effect and shall not in any way be affected thereby.

9. The Signatory Insurance Regulators and the Company may mutually agree to any reasonable extensions of time that might become necessary to carry out the provisions of this Regulatory Settlement Agreement.

10. This Regulatory Settlement Agreement and/or any applicable consent, cease and desist or other order issued by a Signatory Insurance Regulator set forth the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, arrangements or understandings (whether in written or oral form) between the Company and the Signatory Insurance Regulators. This Regulatory Settlement Agreement may not be altered or modified without the express written approval of the Company and the respective Signatory Insurance Regulator.

11. In no event shall the terms of this Regulatory Settlement Agreement or its existence or any provision or any negotiations relating to its provisions in any way be construed as, offered as, received as, used or deemed to be evidence of any kind: (i) in any civil, criminal, judicial, administrative, regulatory or other proceeding, except any proceeding to enforce this Regulatory Settlement Agreement brought by any Signatory Insurance Regulator or to demonstrate the extent of this Agreement; or (ii) of a judgment by any Signatory Insurance Regulator as to the facts, evidence, merits, or value of any claim or claims that any specific policyholder(s) may have against Aon or any other entity. Policyholders instead are encouraged to fully and carefully examine and consider such claims prior to executing the release required to become a Participating Policyholder under the terms of this Regulatory Settlement Agreement and the New York, Illinois and Connecticut Agreement.

12. Nothing in this Regulatory Settlement Agreement or any of its terms and conditions shall be interpreted to alter in any way the contractual terms of any insurance policy sold or assumed or acquired either by the Company or by the parties to such insurance contract.

13. This Regulatory Settlement Agreement may be signed in multiple counterparts, each of which shall constitute a duplicate original, but which taken together shall constitute but one and the same instrument.

14. In agreeing to the terms of this Regulatory Settlement Agreement, the Company waives its rights to an administrative hearing appeal respecting this Agreement

under the applicable laws of the states represented by the Signatory Insurance Regulators.

15. It is agreed that time is of the essence in this Regulatory Settlement Agreement.

16. Aon agrees to fully cooperate with each Signatory Insurance Regulator respecting Aon's obligations under this Regulatory Settlement Agreement and to fully cooperate with continuing investigations, if any, by a Signatory Insurance Regulator.

17. This Regulatory Settlement Agreement is not intended and shall not be used to disqualify Aon, or any current employees of Aon, from engaging in business in any state represented by the State Insurance Regulators.

18. If compliance with any aspect of this Regulatory Settlement Agreement proves impracticable, Aon reserves the right to request that the parties modify the Regulatory Settlement Agreement accordingly.

19. Written requests made pursuant to this Agreement shall be directed to:

    Aon Compliance Department
    200 East Randolph Street
    Chicago, Illinois 60601

20. At the election of each Signatory Insurance Regulator, this Regulatory Settlement Agreement may be considered an order of the Signatory Insurance Regulator and any failure by Aon to comply with its terms constitutes a separate violation, which may result in subsequent legal action.

Agreed to this 3rd day of May, 2006

STATE OF CONNECTICUT INSURANCE DEPARTMENT

Jayne E. McLaughlin
Acting Insurance Commissioner

AON CORPORATION

GREGORY C. CASE
President and Chief Executive Officer