

CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ALAN S. DANIEL, et al.
Plaintiffs,
v.
AON CORPORATION, et al.
Defendants.

No. 99 CH 11893

Class Action

Judge Julia M. Nowicki

NOTICE OF RIGHT TO OPT OUT OF CLASS ACTION SETTLEMENT

You were previously notified by publication in late 2004 that the above-captioned case (the “Daniel Case”) was certified as a class action. This publication notice advised you of the nature of the claims being pursued in the class action, that you might be a class member and that you had a right to be excluded from the class. Later, during June, 2005, you were notified by mail and/or by publication that Aon Corporation had settled the Daniel case and that the Circuit Court of Cook County would hold a hearing to determine if the settlement was fair, reasonable and adequate. Another copy of the June 2005 notice, which describes in more detail the settlement including the release that will apply to class members, is included with this mailing.

The June 2005 notice advised you of important information regarding the settlement, but it did not offer you an additional opportunity to exclude yourself from the Daniel case in the event that you do not wish to participate in the settlement. You are now being offered that additional opportunity. In making your decision, you may want to consider the following: The Class is defined in the Daniel Settlement Agreement as follows: “All U.S. Policyholder Clients [of Aon Corporation and its subsidiaries and affiliates] who directly or indirectly employed the services of a direct or indirect subsidiary of Aon to place, renew, consult on or service insurance or other similar risk solutions products between January 1, 1994 and December 31, 2004, wherein Aon received or was eligible to receive Contingent Commissions, including consideration in the form of a bonus, commission, or profit sharing (other than fixed consideration based solely on the actual amount charged by the insurer for the insurance and earned upon the commencement of the insurance).” “U.S. Policyholder Clients” are U.S.-domiciled policyholder clients and policyholder clients who retained Aon’s U.S. offices to place, renew, consult on or service insurance or other similar risk solutions products. “Contingent Commissions” means compensation (other than a specific fee to be paid by the client, or a specific percentage commission on a premium to be paid by the insurer set at the time of purchase, renewal, placement or servicing of the insurance policy, or both) that is contingent upon Aon’s: (i) placing a particular number of policies or dollar value of premium with the insurer, (ii) achieving a particular level of growth in the number of policies placed or dollar value of premium with the insurer, (iii) meeting a particular rate of retention or renewal of policies in force with the insurer, (iv) placing or keeping sufficient insurance business with the insurer to achieve a particular loss ratio or any other measure of profitability, (v) providing preferential treatment in the placement process, including but not limited to the giving of last looks, first looks, rights of first refusal, or limiting the number of quotes sought from the insurers for insurance placements, or (vi) obtaining anything else of material value from the insurer.

Currently, it is expected that there will be approximately \$87 million available for distribution from the Daniel Fund, less any attorneys’ fees awarded by the Court and \$5 million of administrative expenses. Not all class members will be eligible to receive a cash distribution under the Settlement.

During the course of the hearing conducted to determine whether the settlement was fair, reasonable and adequate, certain persons argued that an additional opportunity to opt out of the class should be afforded to all class members.

Counsel for the class and counsel for Aon disagree with the Court that another opt out opportunity is necessary. However, the Court has ordered that another opt out opportunity be provided to you.

Before deciding whether to opt out of the Daniel case and exclude yourself from the settlement, you should consult with your own private attorney to seek advice about how opting out will affect you. In that regard, if you participated in the settlement between 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 dated March 4, 2005 (the Regulatory Settlement), you gave Aon Corporation a broad general release. This broad release does not prevent a member of the class certified in the Daniel case from participating in any recovery made available in the Daniel settlement. You should ask your personal attorney whether the Regulatory Settlement release would bar your claims if you now opt out of the Daniel Case. You should also ask your personal attorney how the passage of time will impact on your ability to bring a claim against Aon Corporation. If you opt out of the Daniel case now, claims that you may wish to bring against Aon may be barred by the statute of limitations of the state’s law that would control that claim.

Attorneys in the Daniel case are not able to advise you regarding these issues because to do so would require them to know your individual circumstances.

If you do not wish to opt out of the Daniel case and the Daniel settlement, you need take no further action.

If you wish to opt out of the Daniel case and the Daniel Settlement you must do so by completing and sending the enclosed opt out form to: Daniel Settlement Administrator, 2807 Allen Street, PMD No. 801, Dallas, Texas 75204-4094, so that it is postmarked or received on or before February 17, 2006. An opt out form is provided at the end of this Notice for your convenience. Please note that if you received the notice mailed in October, 2005 to class members eligible for a distribution under the Regulatory Settlement, and you exercised the opportunity provided by that notice to opt out of the Daniel settlement, you may still exercise this opt out opportunity, which does not place any restrictions on the type of lawsuit you may pursue beyond that otherwise applicable under law.

If, after receiving this notice, you wish to object to the Daniel Settlement you may do so by submitting a written letter explaining why you do not like all or part of the settlement. The Court will consider your views. Any objection you wish to submit must be sent to Daniel Class Counsel, c/o Kirby, McInerney & Squire LLP, 830 Third Avenue, 10th Floor, New York, New York 10022 and Aon Counsel, c/o Kirkland & Ellis LLP, 200 East Randolph Drive, Chicago, Illinois 60601, so that it is received by them on or before February 17, 2006. The Court has previously received extensive filings and held two full days of hearings to consider the fairness, reasonableness and adequacy of the proposed Daniel Settlement. On March 7, 2006 at 11:00 a.m. in Courtroom 2510 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois, the Court will hold a supplemental hearing to address such matters, if any, as the Court deems appropriate in light of any objections that may be submitted.

If you would like information regarding eligibility for a cash distribution, or if you have other questions regarding the Daniel Settlement or this Notice, please call the Aon Settlement Administrator toll free at 1-800-714-9815. The Aon Settlement Administrator will **NOT give you legal advice, but it will respond to your general questions.**

This Notice and the June 2005 Notice that is included with this Notice necessarily are only summaries of the Daniel Settlement. The Settlement Agreement and the Amendment to it are available for review by visiting the website at www.aon-daniel-settlement.com. The papers filed with the Court in the Daniel Case are available for inspection at the Office of the Clerk of the Circuit Court of Cook County, Illinois for the Chancery Division during normal business hours in Room 802 of the Daley Center in Chicago, Illinois.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

DATED: December 23, 2005

By Order of the Court
/s/ Julia M. Nowicki
Judge, Circuit Court of Cook County

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Richard L. Stone (admitted *pro hac vice*)
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Attorneys for Plaintiffs

**If You Used an Aon Company, Affiliate or Subsidiary for Insurance Services
from January 1, 1994 through December 31, 2004
You Could Get a Payment from a Class Action Settlement.**

Please Read This Legal Notice Carefully, Your Legal Rights are Affected Whether you Act or Don't Act.

- This proposed Class Action Settlement (“Daniel Settlement”) concerns alleged conduct by subsidiaries and affiliates of Aon Corporation (“Aon”). It involves Aon’s receiving or eligibility to receive “Contingent Commissions.” These Contingent Commissions were paid by insurers to Aon in connection with the placement of insurance and other risk solutions products.
- Specifically, Plaintiffs allege that the Contingent Commissions represent wrongful retention and/or misappropriation of money paid as premiums by Class Members. Defendants deny these allegations and any wrongdoing. The Defendant companies include Aon Corporation, Aon Group, Inc., Aon Services Group, Inc., Affinity Insurance Services, Inc., K&K Insurance Specialties, Inc., and K&K Insurance Group, Inc. The relief provided in this settlement applies to all subsidiaries and affiliates of Aon.
- On the date that the Parties initially agreed to settle this Class Action, Aon also entered into an agreement to settle claims concerning Contingent Commissions with certain State Attorneys General and State Insurance Departments (the “Attorney General Settlement Agreement”). Both this Class Action Settlement and the Attorney General Settlement Agreement were a result of the litigation of this case by Class Plaintiffs and their Counsel.
- Both monetary and non-monetary benefits are to be provided to eligible Class Members. The monetary benefits depend on when Class Members obtained insurance.
 - U.S. Policyholder Clients who obtained insurance through Aon between January 1, 1994 and December 31, 2004 may obtain a distribution from a Settlement Fund established for their benefit (the “Daniel Fund”). The initial amount of the Daniel Fund is \$38 million. The Daniel Fund also will include certain additional monies from the Attorney General Settlement Fund, as described in this Notice.
 - U.S. Policyholder Clients who obtained insurance through Aon between January 1, 2001 and December 31, 2004 also may obtain a distribution from the \$190 million Fund established as part of the Attorney General Settlement Agreement.
- The Settlement requires Aon to make certain business changes as described in section 9(d).

	<u>Your Legal Rights and Options</u>	<u>Due Date</u>
Do Nothing	You will be bound by any decision of the Court in this case. You will give up your rights to bring claims against Aon related to the procurement of insurance and Contingent Commissions. You may be entitled to receive a payment	
Withdraw Your Prior Request to be Excluded	If you previously asked to be excluded from the Class, and you wish to change your mind, you can submit a written request to be included in the Settlement	August 19, 2005
Object	You can write to the Court to explain why you don't like the Settlement	August 19, 2005
Go to the Fairness Hearing	You may speak at the Hearing when the Court considers the fairness of the Settlement. See paragraphs 21-22 of this Notice	October 11, 2005

- These rights and options—and the deadline for each—are explained in this Notice.
- Although the Court has preliminarily approved the Settlement, the Court still has to decide whether to give final approval to the Settlement. Payments will be made only if the Court grants final approval and after any appeals are ruled on.

WHAT IS THIS NOTICE ABOUT?

1. *Why has this notice been issued?*

Before the Court decides whether to give final approval to the Settlement, you have a right to know about:

- A proposed Settlement of this Class Action, and
- All of your options.

If you purchased insurance through an affiliate or subsidiary of Aon Corporation from January 1, 1994 through December 31, 2004, you may be a Daniel Class Member. A more detailed description of the persons benefited by the Daniel Settlement is contained in paragraph 5 below, “How do I know if I am a Class Member?”

This Notice explains:

- The lawsuit
- The Settlement
- Your legal rights
- What benefits are available
- Who is eligible, and
- How to get the payments to be distributed to Class Members.

2. *What is the lawsuit about?*

A Settlement has been proposed in this Class Action. The lawsuit claims that Aon Defendants engaged in improper conduct. The alleged conduct involved the placement of and receipt of undisclosed commissions for insurance and other risk solutions products. This conduct includes the receipt of Contingent Commissions paid by insurers. Policies that were “eligible” to receive Contingent Commissions, but did not actually receive those commissions, also are part of this Settlement.

Contingent Commissions are defined fully in paragraph 20 of the Settlement Agreement available on the Web site at www.Aon-Daniel-Settlement.com. Contingent Commissions are not specific fees paid by the client, or specific percentage commissions on a premium paid by the insurer, set at the time of purchase, renewal, placement or servicing of the insurance policy.

To verify your insurance was through an Aon company, please contact your insurance broker. You also may contact the attorneys the Court appointed to represent you (“Class Counsel”). The lead Class Counsel is Kirby McInerney & Squire LLP, 830 Third Avenue, 10th Floor, New York, NY 10022.

The Settlement does not mean that the Defendants admit that they have done anything wrong or illegal. Nor has the Court found that Defendants violated the law. Defendants deny any wrongdoing or illegal conduct.

The Court in charge of the case is the Circuit Court of Cook County, Illinois. The case is known as *Daniel v. Aon Corporation*, Case No. 99 CH 11893. The Court previously certified a nationwide class in this case on July 28, 2004.

If you have questions about this Notice, please visit: www.Aon-Daniel-Settlement.com or call: 1-800-714-9815.

3. *What is a class action?*

In a class action, one or more person(s), called the Class Representative(s), sue on behalf of a group of people who have similar claims and are known as the Class Members. A Court then resolves the issues for all Class Members, except for those who have excluded themselves from the Class. Cook County, Illinois, Circuit Court Judge Julia M. Nowicki is in charge of this Class Action.

The people who brought the case are called Plaintiffs and the companies they sued are called Defendants.

4. *Why is there a Settlement?*

Although this case has been active for six years, the Court has not finally decided the validity of the Plaintiffs' claims. Both sides have agreed to a Settlement to avoid the risks and costs of further litigation. The Parties have been in the process of negotiating a Settlement of this action for approximately 18 months and settlement now avoids further litigation.

Because the Attorney General Settlement affects the aggregate amount of money payable to Class Members, Plaintiffs' Counsel believed it appropriate to attempt to settle the Class Action at or about the same time as the Attorney General Settlement Agreement. By doing so, Plaintiffs' Counsel have afforded Class Members the opportunity to participate in both the Daniel Fund and the Attorney General Settlement. This will allow for a coordinated distribution of monies to the entire Class in a manner consistent with the distribution anticipated in the Attorney General Settlement Agreement.

5. *How do I know if I am a Class Member?*

You may be a member of the Class if:

- You were a resident of the United States, **and**
- You directly or indirectly used an Aon Defendant to place, renew, consult on or service insurance or other similar risk solutions products wherein Aon received or was eligible to receive Contingent Commissions, **and**
- You purchased your insurance policies during the period January 1, 1994 through December 31, 2004.

Aon currently is using its best efforts to identify Class Members from its records. You are not a member of the Class if you previously filed a request for exclusion prior to January 31, 2005.

6. *If I previously excluded myself from the Class can I get back in?*

If you previously excluded yourself from the Class and wish to accept the benefits of the Settlement, you must submit a written request to Daniel Settlement Class Counsel, c/o Kirby McInerney & Squire LLP, 830 Third Avenue, 10th Floor, New York, NY 10022. The request must include your name, address, and telephone number. This request must be postmarked by August 19, 2005.

THE BACKGROUND OF THE LITIGATION AND SETTLEMENT

7. *How did the litigation begin?*

Plaintiff Alan S. Daniel filed this Class Action in August 1999. He claimed the Defendants had received and continued to receive undisclosed Contingent Commissions from insurance companies based upon:

- Placing a particular number of policies or dollar value of premium placed with an insurer;
- Achieving a particular level of growth in the number of policies placed or dollar value of premium with an insurer; and
- Achieving a particular loss ratio or other measure of profitability with an insurer.

If you have questions about this Notice, please visit: www.Aon-Daniel-Settlement.com or call: 1-800-714-9815.

Plaintiff claimed that Defendants' receipt of the Contingent Commissions was unlawful and that it was a breach of fiduciary duty or breach of the confidential relationship between Aon and its insureds. Plaintiff requested that the Contingent Commissions Aon received during the Class Period be placed in a constructive trust for all Class Members.

8. How did the litigation proceed?

Prior to entering into the Settlement Agreement, Class Counsel conducted a six-year investigation. This investigation related to Aon entities' receipt of Contingent Commissions. Class Counsel conducted exhaustive and extensive pre-trial discovery. This included analysis of over 500,000 pages of documents received from Defendants and third parties, as well as deposition testimony. Defendants also employed independent experts who assisted in analyzing these documents and evaluating Aon's alleged practice of receiving undisclosed Contingent Commissions.

Both Defendants and the Court acknowledge that Plaintiffs' efforts were a substantial factor resulting in the Attorney General Settlement Agreement, as well as the Daniel Settlement.

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

Aon has agreed to:

- (a) Create a fund of at least \$38 million, the Daniel Fund, to compensate Class Members who purchased insurance through Aon between January 1, 1994 and December 31, 2004. The total amount available in the Daniel Fund will be determined as soon as is reasonably practicable after November 2005. At that time, any unclaimed portion of the Attorney General Fund will be added to the Daniel Fund. Class Members who purchased insurance through Aon between January 1, 2001 and December 31, 2004 are entitled to receive payments from the "Attorney General Fund." This is the \$190 million fund established in connection with Aon's settlement of claims by certain State Attorneys General and State Insurance Departments. If you are eligible to recover under the Attorney General Fund you will be notified in writing after July 1, 2005. The notification will outline your distribution and when you will receive it.
- (b) Class Members who receive a payment from the Attorney General Fund may still participate in the Daniel Fund. The amount they receive from the Attorney General Fund will be compared to what they are entitled to under the Daniel Fund for the same years. If a Class Member would get more from the Daniel Fund than they received from the Attorney General Fund for those years, the Class Member will receive that difference from the Daniel Fund.
- (c) Class Members who do not receive a payment from the Attorney General Settlement will receive their allocated Daniel Fund distribution, subject to one limitation. Class Members who do not participate in the Attorney General Settlement will have any distributions on account of insurance purchased during 2001-2004 limited to 80% of what they would have received from the Attorney General Fund.
- (d) Implement business reforms in connection with its insurance services in placing, renewing, consulting on or servicing any insurance policy. Aon will:
 - Accept only specific fees or a specific percentage commission on the premium as compensation;
 - Disclose commissions in writing and obtain the consent of the client;
 - Not accept or request any Contingent Commissions;
 - Not accept from or request of any insurer any compensation in connection with Aon's selection of insurers from which to solicit bids from its clients;

If you have questions about this Notice, please visit: www.Aon-Daniel-Settlement.com or call: 1-800-714-9815.

- Solicit only bona fide quotes from insurers;
- Not accept or request any promise from an insurer to use Aon's reinsurance brokerage or other services;
- Use a wholesale broker only after disclosing compensation to be received by Aon, Aon's interest in or agreements with the wholesaler, and any alternatives to using a wholesaler;
- Disclose to clients all quotes received from insurers, Aon's contracts or other relationships to those insurers, and the compensation to be received by Aon for each quote;
- Disclose to each client at the end of the year all compensation Aon received or contemplates receiving in connection with the client's policy or policies; and
- Implement company-wide written standards of conduct regarding compensation from insurers.

10. *How much will I be paid?*

Your distribution will depend on, among other things:

- When you used Aon for insurance services;
- The amount of premiums you paid;
- An estimate of the Contingent Commissions attributable to your policies; and
- The number of claims that are submitted.

Class Members who purchased insurance through Aon between January 1, 2001 and December 31, 2004 likely will learn of the amount to which they are entitled under the Attorney General Fund after July 1, 2005. **Class Members likely will learn of the amounts of any payments to which they are entitled from the Daniel Fund sometime after November 2005. Aon will only make distributions from the Daniel Fund to Class Members eligible to receive \$25 or more from the Daniel Fund.**

11. *How will I be paid?*

Class Members who purchased insurance through Aon between January 1, 2001 and December 31, 2004 will be sent a statement of the amount they will be eligible to receive from the Attorney General Fund. They also will be sent an accompanying release of claims. Those Class Members will be required to sign the release of claims against Aon to receive a payment from the Attorney General Fund.

All Class Members eligible to receive distributions from the Daniel Fund will receive a check for the amount to which they are entitled. **Not everyone who receives this Notice will be eligible for a distribution from the Daniel Fund. If you received this Notice in the mail, and do not receive a check by May 2006, you may call 1-800-714-9815 to inquire whether you are eligible for a distribution.** All Class Members who did not validly exclude themselves from the Class previously will have released all claims against Aon as described below. Under the release, you will not be able to sue Aon or the other Defendants for the claims that are covered by the release. See paragraph 16 to read the release.

12. *When will I get paid?*

The total amount of the Daniel Fund will be determined after November 2005.

Within 120 days of that date, the total amount owed to each eligible Daniel Class Member will be calculated. The amount owed will be based on Aon's current records using a process agreed to by the Settling Parties and approved by the Court. If Aon's records do not permit individual calculations, an alternative distribution formula will be agreed to by the Settling Parties and approved by the Court. If you have information about your policy or policies and did not get a mailed Notice from Aon by July 20, 2005, please see paragraph 23.

If you have questions about this Notice, please visit: www.Aon-Daniel-Settlement.com or call: 1-800-714-9815.

Payments to eligible Daniel Class Members will be made over time. The first payment to Class Members in the Daniel Fund will be mailed after February 1, 2006. This payment will be based on the original \$38 million fund. Attorney's fees and \$5 million in administration costs will be deducted before distribution.

The second payment will be made on or after September 30, 2007, unless agreement is reached to make the payment earlier.

13. *Who will pay for the cost of administering the Settlement?*

The amount of \$5 million from the Daniel Fund has been designated to pay for administering the Settlement. This includes determining who is in the Daniel Class, the amount of payments, and the cost of this Notice and other notices. Aon is responsible for any administration costs in excess of \$5 million.

14. *Am I giving anything up in the Settlement?*

As a Class Member, all decisions made by the Court in this lawsuit or about the Settlement will apply to you. If the Court approves the Settlement at the Fairness Hearing, you will have released Aon from any claims as set forth in the release described below.

15. *What happens if the Court does not approve the Settlement?*

If the Settlement is not approved at the Fairness Hearing, then the Settlement will be terminated and not proceed. All Class Members and Parties will be restored to the position they were in before the Settlement Agreement was signed.

16. *What is the Release?*

When you release your claims you are giving up your right to sue Aon and other Defendants for the claims in this case.

Class Members who purchased insurance through Aon between January 1, 2001 and December 31, 2004 will be sent a statement of the amount they will be eligible to receive from the Attorney General Fund. They also will be sent an accompanying release of claims. To get payment from the Attorney General Fund, Class Members will be required to sign the release of claims.

Class Members eligible to get payment from the Daniel Fund will get a check for the initial amount to which they are entitled after February 1, 2006 and a second check on or after September 30, 2007, unless agreement is reached to provide payment earlier. Daniel Class Members who have not already excluded themselves from the Class will be deemed to have released their claims against Aon and the other Defendants.

Please Note: If you are a Class Member, your claim(s) will be released even if you don't make a claim or actually sign the release. The release is described in greater detail below.

The release states: "Plaintiffs agree and the Class and each Class Member agree, to the following release: Plaintiffs promise, covenant and agree, and each Class Member and the Class shall be deemed to have promised, covenanted and agreed, that, upon the Effective Date of Settlement, Plaintiffs and the Class Members, including their affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and/or shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers, and anyone acting on their behalf, by operation of the Final Order and Judgment, shall have hereby released, waived and discharged Defendants, including their subsidiaries, affiliates, associates, general or limited partners or partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors,

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successors, assigns or insurers and anyone acting on their behalf, individually and collectively, from the liability for any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, arising under state statutory or common law federal statutory or common law, or foreign statutory or common law, including, but not limited to, federal or state antitrust claims, RICO claims, claims arising under state consumer protection, consumer fraud, deceptive trade practices statutes, common law breach of contract claims, statutory or common law fraud or misrepresentation claims, breach of fiduciary duty claims or unjust enrichment claims and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity, and whether or not such claims were or could have been raised or asserted before the Court in this action (collectively, "claims"), to the extent any such claims are based upon, arise out of or relate to, in whole or in part, any of the allegations, acts, omissions, transactions, events, conduct, or matters that are the subject of the Litigation including but not limited to conduct regarding the procurement of and/or commissions for insurance or other risk solutions products, except for claims which are based upon or arise out of the purchase or sale of Aon securities. The Parties recognize and agree that this is a general release."

THE LAWYERS REPRESENTING YOU

17. *Do I have a lawyer in this case?*

The Court has approved several law firms called Class Counsel to collectively represent you. Kirby McInerney & Squire is lead counsel to the Class. You will not be charged for the services of these attorneys in litigating this case for six years and negotiating this Settlement.

18. *How will the lawyers be paid?*

Class Counsel will apply for an attorneys' fee of \$19 million for prosecuting this action. They also will apply for reimbursement of expenses. The requested attorneys' fee is about 8.3% of the total monetary benefits available to the Class from the combined Daniel and Attorney General Settlement Funds.

Class Counsel spent considerable time and effort prosecuting this litigation. They undertook the litigation without cost to Class Members, advancing all expenses. They did so with the understanding they would be paid only if they were successful in recovering benefits for the Class. Defendants have agreed not to directly or indirectly oppose such fee application. The amount of attorneys' fee was negotiated at arms length after the Settlement was reached.

APPROVING THE SETTLEMENT

19. *When and where will the Court decide whether to approve the Settlement and attorneys' fees?*

The Court will hold a Fairness Hearing at 10:00 a.m. on October 11, 2005 in Room 2510 of the Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602 in Judge Nowicki's Courtroom. At this Hearing, Judge Nowicki will consider whether the Settlement is fair, reasonable and adequate and the amount of attorneys' fees and costs to be awarded. If there are any objections, the Court will consider them. After the Hearing, the Court will issue its ruling. It is not known how long the Court will take to issue its ruling.

OBJECTING TO THE SETTLEMENT

20. *How do I tell the Court if I don't like the Settlement?*

If you are a Class Member, you can tell the Court you don't like the Settlement or some part of it. This is called objecting to the Settlement. For example, you can say you don't think the Settlement is fair or adequate, or that you object to the amount of the attorneys' fees, costs or expenses. The Court will consider your views but may approve the Settlement anyway.

If you have questions about this Notice, please visit: www.Aon-Daniel-Settlement.com or call: 1-800-714-9815.

To object, you or your lawyer must send a letter that includes all of the following:

- The name and title of the lawsuit, *Daniel v. Aon Corporation*, Case No. 99 CH 11893;
- A statement of each objection you have and a summary of the basis for the objections;
- A description of any law or case supporting the objections;
- A statement of whether or not you or your lawyer will ask to appear at the Fairness Hearing to talk about your objections, and, if so, how long you will need to present your objections;
- The names of any witnesses you or your lawyer intend to call at the Fairness Hearing to testify. If you or your lawyer intend to have a witness testify as an expert, your letter must disclose (i) the subject matter on which the witness will testify; (ii) the conclusions and opinions of the witness and the basis therefore; (iii) the qualifications of the witness; and (iv) any reports prepared by the witness about the Settlement; and
- Copies of any documents you or your lawyer will present at the Fairness Hearing.
- The name of the Aon entity that placed your insurance policies and the years in which you purchased insurance placed by that Aon entity.

Your objection letter and other materials must be mailed and postmarked by August 19, 2005, to Daniel Settlement Class Counsel, c/o Kirby McInerney & Squire LLP, 830 Third Avenue, 10th Floor, New York, NY 10022.

21. *Do I have to come to the Fairness Hearing?*

No. Class Counsel will answer any questions the Court may have. However, you may come, at your own expense. If you sent a written objection, you do not have to come to Court to talk about it. As long as you properly and timely submitted your written objection, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. *May I speak at the Fairness Hearing?*

You will not be heard unless you have submitted your comments or objections as provided in paragraph 20. You must state in your submission that you wish to be heard.

PROVIDING INFORMATION ON YOUR AON POLICIES

23. *How do I provide information on my policy?*

Aon is using its own records to identify Class Members and determine their eligibility under the Daniel Settlement. If you received a Notice by mail, you do not need to file a claim. However, if you were not mailed a Notice by Aon and learned of the Daniel Settlement by Publication Notice or other means, you still may be entitled to a payment. In that case, you must provide information on your policy or policies purchased through the Aon Defendants. Please go to the Web site at www.Aon-Daniel-Settlement.com to download a claim form or call the toll-free number to request one.

GETTING MORE INFORMATION

24. *Are there more details about the Settlement?*

This Notice summarizes the proposed Settlement. There are many more details in the Settlement Agreement.

25. *How do I get more information about the Settlement?*

You can get a copy of the Settlement Agreement and additional information by visiting the Web site at www.Aon-Daniel-Settlement.com or calling toll-free 1-800-714-9815.

If you have questions about this Notice, please visit: www.Aon-Daniel-Settlement.com or call: 1-800-714-9815.

CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ALAN S. DANIEL, et al.
Plaintiffs,
v.
AON CORPORATION, et al.
Defendants.

No. 99 CH 11893
Class Action
Judge Julia M. Nowicki

OPT OUT FORM

I do not wish to be included in the Daniel Class Action and do not wish to participate in the Daniel Settlement.

In order to make this opt out election effective, you must send this completed Opt Out form to:

Daniel Settlement Administrator
2807 Allen Street, PMB No. 801
Dallas, TX 75204-4094

on or before February 17, 2006.

Name: _____

Company: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Date: _____

Signature: _____

Name: _____

(Please Print)

Title: _____

If you have questions about this Notice, visit www.aon-daniel-settlement.com or call 1-800-714-9815.