



Terms of Business Agreement

These Terms of Business are effective from January 13th 2025, until further notice.

NFPCIS terms of business shall be governed by and construed in all respects according to the laws of the Republic of Ireland.

These terms of business set out the terms under which NFP Commercial Insurance Solutions (Ireland) Limited (NFPCIS) will provide insurance mediation services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure you read these thoroughly and if you have any queries, we will be happy to clarify them.

NFP Commercial Insurance Solutions (Ireland) Limited trading as NFP, NFP Commercial Solutions Ireland, NFP Wholesale Ireland & NFP Professional Liability Ireland C143018 is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018. Copies of our Authorisations are available on request. These Authorisations can be verified by contacting the Central Bank of Ireland at enquiries@centralbank.ie. We are also members of Brokers Ireland.

We are subject to the Central Bank's Consumer Protection Code 2012 and the Minimum Competency Code 2017 which offer protection to consumers. These Codes can be found on the Central Bank's website, www.centralbank.ie.

If you do not sign this Terms of Business but proceed with the proposed insurance or any related transaction, you will be deemed to have been given notice of and accepted our Terms of Business.

Our Services

The broking services which the firm provide on both a direct and/or wholesale basis are:

- Retail Insurance
- Commercial Insurance
- Financial Lines Insurance
- Personal Lines Insurance

In order to provide these services, we hold agency agreements with a substantial number of Insurance Undertakings/Product Producers, the number of which is available on request.

We provide our services on a fair analysis basis, which means we conduct research across a wide range of products and providers available in the market. In certain instances we may identify a preferred provider for a particular product and may select the firm as our preferred provider for the specific products – in this instance we will recommend this provider to you, provided the product is best suited to your needs. This firm does not have a shareholding in any insurer and likewise no insurer has a shareholding in this firm.

Our Remuneration

Our remuneration is typically through brokerage fees and/or commissions based on premiums paid. A list of our commission rates is published on our website at: <https://www.nfpireland.ie/commission-summaries/#summaries>

On occasion we may accept non-monetary benefit as payment. This will only be accepted if it enhances the quality of the services to our clients. Brokerage fees are based on a time spent, specialist skills, complexity risk and urgency and will be outlined in our quotation and/or invoice. A fee for a specific amount will be agreed on a case by case basis.

We may receive additional commissions from product producers by way of renewal commissions and profit related remuneration from a provider. All commissions received contribute to the overall costs of running our business and providing services to you, and these are not offset against any fees which we may charge you.

The Central Bank's regulations preclude from paying to Insurers premiums which have not been paid to us. Insurers and premium finance firms are entitled to cancel cover if premiums or loan repayment instalments are not paid to them. It is therefore critical to the guaranteed continuance of your insurance cover that your premium or loan repayment instalment is paid in full strictly in line with your credit terms.

We reserve the right to take legal action for any amounts which you owe to us.

NFP Commercial Insurance Solutions (Ireland) Ltd t/a NFP, NFP Wholesale Ireland, NFP Professional Liability Ireland | +353 (0)1 667 2644 | www.nfpireland.ie/insurance

NFP Commercial Insurance Solutions (Ireland) Ltd t/a NFP, NFP Wholesale Ireland, NFP Professional Liability Ireland is authorised and regulated by the Central Bank of Ireland. Registered office: 7B The Anchorage, Charlotte Quay, Dublin 4, D04 A6R9 and its directors are Andrew Quinn and John Paul Allcock (British). Registered in Ireland No: 551277



Regular Review

It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. You must advise of those changes in writing and request a review of the relevant policy so that we can ensure that you are provided with up to date advice and products best suited to your needs. Failure to contact us in writing in relation to changes to your circumstances, may result in you having insufficient insurance cover.

What is your Business?

The business description on all policies must be adequate to describe all the activities you wish to insure. If you have plans to expand or change your business we need to know, in writing, in order to ensure that your insurance arrangements are adapted to reflect such changes. It is essential that the business description on all policies is adequate to cater for all activities undertaken by you now, in the past or planned for the future.

Any failure to disclose material information in writing may invalidate your claim and render your policy void.

Conflict of Interest

It is company policy to avoid any conflict of interest when providing business services to our clients. However, where an unavoidable conflict may arise, we will advise you of this before proceeding to provide any business service. If you have not been advised of any such conflict you are entitled to assume that none arises.

In some cases, we may be a party to a profit-share arrangement with product producers where we provide extra services for the provider. An agreement to this effect is in place in relation to our Commercial Property Binder. Any business arranged with this provider on your behalf is placed with them as they are at the time of placement the most suitable to meet your requirements taking all relevant information, demands and needs into account.

Default Remedies

We invoice our Clients for the premium plus any levies/taxes/fees, which are related to the Contract of Insurance or service provided.

We reserve the right to instigate cancellation proceedings, with notice, to cancel a policy in the event of the following:

- your non-payment of the premium due at inception, renewal or following a mid-term adjustment.
- your bank returns your cheque due to insufficient funds or any other reason.
- we are advised by a premium finance firm that you have defaulted on a repayment schedule.
- non-disclosure of relevant information.

Complaints

NFPCIS has in place a written procedure for the effective consideration and handling of complaints. A copy of our complaints procedure can be found on our website here: <https://www.nfpireland.ie/complaints-process/> This procedure ensures that written complaints will be recorded and acknowledged in writing within five business days of receipt. All complaints will be fully investigated and the outcome of that investigation will be communicated to the complainant.

In the event that you remain dissatisfied with our handling of and response to your complaint, you may contact the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29 or Phone +353 (01)567 7000

Data Protection

NFPCIS complies with the requirements of the General Data Protection Regulation (GDPR) (EU) 2016/679 and the Irish Data Protection Act 2018.

The data which you provide to us will be held on a computer database and/or paper files for the purpose of arranging transactions on your behalf. The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice and Data Protection policy.

NFP Commercial Insurance Solutions (Ireland) Ltd t/a NFP, NFP Wholesale Ireland, NFP Professional Liability Ireland | +353 (0)1 667 2644 | www.nfpireland.ie/insurance

NFP Commercial Insurance Solutions (Ireland) Ltd t/a NFP, NFP Wholesale Ireland, NFP Professional Liability Ireland is authorised and regulated by the Central Bank of Ireland. Registered office: 7B The Anchorage, Charlotte Quay, Dublin 4, D04 A6R9 and its directors are Andrew Quinn and John Paul Allcock (British). Registered in Ireland No: 551277



We would also like to keep you informed of mortgage, insurance, pension, investment, and any other services provided by us or associated companies with which we have a formal business arrangement, which we think may be of interest to you. We would like to contact you by way of letter, email, or telephone call.

If you would like to receive such marketing information, please complete the permission statements contained in the Terms of Business acknowledgement below. We may receive referrals from such firms and may advise them of any transactions arranged for you.

You have the right at any time to request a copy of any 'personal data', within the meaning of the GDPR, that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at enquires@nfpireland.ie if you have any concerns about your personal data.

Data Sharing

To enhance the quality of services we provide to you, we may collaborate with various third-party entities. During these collaborations, we may need to share certain data with these third parties. Rest assured; any data sharing will be conducted in accordance with all relevant data protection laws. These regulations are designed to ensure that your personal information is handled securely and responsibly. We are committed to maintaining the highest standards of data privacy and security, and we will take all necessary steps to protect your information while it is being processed or utilized by any third-party service providers.

You have the right at any time to request a copy of any 'personal data', within the meaning of the GDPR, that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at dataprivacy@nfpireland.ie if you have any concerns about your personal data.

Consumer Compensation and Protection

NFPCIS is a member of the Investor Compensation Scheme which provides certain remedies to eligible clients on default by the firm. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the loss which is recognised as being eligible for compensation or compensation up to €20,000. Further information on this scheme is available on request.

NFPCIS are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). Subject to the rules of the scheme the liabilities of its member firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

Handling Clients Money

NFPCIS is authorised to handle client money and operates a regulated client premium account. This account is held in trust and complies with the Client Assets Regime. Client money is held separately from all other operating funds.

We will accept cash or negotiable instruments in respect of all classes of non- life insurance, in circumstances permitted under Section 25g of the Investment Intermediaries Act 1995.

NFPCIS will issue receipts for each payment received. These are issued with your protection in mind and should be stored safely.

Consumer Insurance Contract Act 2019

Following the commencement of the Consumer Insurance Contract Act 2019, which was implemented to protect consumers, there is important information that you should be aware of, and we are bringing to your attention for policies of Insurance effective after 1st September 2020. There are obligations on you as the consumer and duties that you must fulfil at the various stages of the process of arranging and renewing your insurance policy.

So please read the following information very carefully and if you have any questions, please ask a member of our staff.

Sums Insured and Limits of Indemnity

Sums insured and limits of indemnity must be adequate to cater fully for the losses to which you are exposed. Inadequate levels can result in you having to bear all or part of a loss. Sums insured and limits must be kept under constant review by you and should be adequate to reflect any changing business activities. Any changes must be notified to us in writing.

NFP Commercial Insurance Solutions (Ireland) Ltd t/a NFP, NFP Wholesale Ireland, NFP Professional Liability Ireland | +353 (0)1 667 2644 | www.nfpireland.ie/insurance

NFP Commercial Insurance Solutions (Ireland) Ltd t/a NFP, NFP Wholesale Ireland, NFP Professional Liability Ireland is authorised and regulated by the Central Bank of Ireland. Registered office: 7B The Anchorage, Charlotte Quay, Dublin 4, D04 A6R9 and its directors are Andrew Quinn and John Paul Allcock (British). Registered in Ireland No: 551277



Warranties, Conditions and Exclusions

All policies contain conditions and exclusions which restrict or exclude certain types of claims or activities. Some policies also contain warranties that must be complied with by you before a claim will be admitted. The full wordings of such warranties, conditions and exclusions are contained in your policies. All policies contain a condition requiring you to take reasonable care to avoid loss and/or damage that may give rise to a claim. Policies should be examined carefully to ensure that all warranties, conditions and exclusions are acceptable and being complied with by you. If they are not please let us know in writing.

Disclosure of Material Facts

Disclosure Obligation:

- Disclose all facts that could influence the insurer's judgment in setting the premium or determining risk acceptability.
- This duty extends beyond information specifically requested by the insurer.
- Provide material facts in writing at the time of arranging insurance, at each renewal, and whenever you become aware of them.
- Notify us immediately in writing of all material facts.

Consequences of Non-Disclosure:

- Failure to disclose could invalidate your insurance cover.

Accuracy of Information:

- Ensure all information on Proposal Forms, Statements of Fact, or other documents is accurate.
- Incorrect information may result in the insurer rejecting a claim.

Claims

All claims or circumstances which may give rise to a claim should be reported immediately to us in writing by email to CHA05-Claims@nfpireland.ie. Failure to do so may entitle insurers to refuse indemnity under your policies. If you are in any doubt as to whether or not a matter should be reported, please notify us and we will advise you.

We will assist you in submitting a notification under policies we have arranged for you without charging you separately for doing so providing you are still our client.

In the event that our relationship is terminated we reserve the right to require you to arrange for the handling of any claims outstanding at the date of termination to be transferred to a party nominated by you, or have agreed, between us, an appropriate method of remuneration for this service.

In the event that an insurer becomes insolvent or delays making settlement of a claim, we cannot accept liability for any outstanding claims.

Limitations of Liability

The Services are provided solely and exclusively by us, acting through our employees, and accordingly no employee shall owe you any non-professional duty of care. NFPCIS hold an active Professional Indemnity policy covering acts of dishonesty or omission of staff and Directors.

Where any act by NFPCIS employees has resulted in a proven loss to you we will support throughout the process to rectify the issue. The extent to which any loss or damage will be recoverable by you, from us, will be limited in proportion to our contribution to the overall fault for such loss or damage.

NFPCIS aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this TOBA or the services provided hereunder shall be limited as dictated in our Professional indemnity policy. Details of these limits can be provided on request and at all times are above the mandated requirements.

Money Laundering

We are obliged by Irish money laundering regulations to undertake customer due diligence measures to verify the identity of clients and to seek further information from you if you request us to make any payments to a third party.

Irish money laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. Unless we can identify you electronically we will usually require you to send us some or all of the following as

NFP Commercial Insurance Solutions (Ireland) Ltd t/a NFP, NFP Wholesale Ireland, NFP Professional Liability Ireland | +353 (0)1 667 2644 | www.nfpireland.ie/insurance

NFP Commercial Insurance Solutions (Ireland) Ltd t/a NFP, NFP Wholesale Ireland, NFP Professional Liability Ireland is authorised and regulated by the Central Bank of Ireland. Registered office: 7B The Anchorage, Charlotte Quay, Dublin 4, D04 A6R9 and its directors are Andrew Quinn and John Paul Allcock (British). Registered in Ireland No: 551277



evidence of your identity: a copy of your certificate of incorporation, a list of Directors, a list of shareholders, details of your registered address. We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited in law from disclosing any such report to you.

Obeying financial sanctions, embargoes and trade sanctions

We are not permitted to conduct business with any client that is subject to sanctions or embargoes. If sanctions or embargoes are in place, then we will not be able to proceed with the policyholders transaction and the insurers may terminate the policy and not pay any claims that have been notified. If you subsequently become subject to sanctions or embargoes your insurer may have to invoke their cancellation rights under your policy as well as being unable to proceed or honor any claims that have been notified without the express permission of Revenue commissioners.

Confidentiality and Data Protection

The Parties acknowledge and agree that each Party, when processing Personal Data under this Agreement, determines the purposes and means of such processing as a Controller, in accordance with GDPR 2016.

All sensitive or personal information about data subjects, business, or other information you supply to us, will be treated as private and confidential. We will use and disclose this information as necessary for arranging, placing, and administering insurance requirements.

This may involve sharing information with, but not limited to, insurers, intermediaries, risk management assessors, uninsured loss recovery agencies, service providers, industry regulators, our auditors and other third parties. We may also pass information to credit reference agencies and premium finance providers in connection with the assessment of financial standing generally.

If you have supplied us with personal information relating to a third party, you must make them aware of how we use it and of their rights under Data Protection Law.

Regarding the processing of Personal Data under this Agreement, the Parties shall:

- Comply at all times with their obligations under Data Protection Law.
- Notify the other Party without undue delay, and within 24 hours, upon becoming aware of a Personal Data Breach.
- Assist and cooperate fully with the other Party to enable compliance with Data Protection Law, including securing Personal Data, managing breaches, respecting Data Subject rights, and conducting data protection impact assessments.

The Parties will work together to ensure lawful, fair, and transparent processing of Personal Data as required by this Agreement and Data Protection Law. This may include entering into additional written agreements as necessary.

Definitions:

- **Controller:** The person or entity that determines the purposes and means of processing Personal Data.
- **Data Protection Law:** All applicable statutes and regulations related to the processing of Personal Data, including privacy and security.
- **Data Subject:** The identified or identifiable natural person to whom the Personal Data relates.
- **Personal Data:** Any information relating to the Data Subject.
- **Personal Data Breach:** A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

Our Privacy Policy can be found at www.nfpireland.ie/privacy-policy/

New Business and Renewal

A consumer may cancel a contract of insurance by giving notice in writing to the insurer, within 14 working days after the date the consumer was informed that the contract is concluded. The insurers cannot impose any costs on the consumer other than the cost of the premium for the period of cover. The consumer is under the duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.



Post - Contract Stage and Claims

An insurer may refuse a claim made by a consumer under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

Any clause in a contract of insurance that refers to a "material change" will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the contracting parties when the contract was concluded.

The consumer must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. The insurer is under the same duty.

If the consumer makes a false or misleading claim in any material respect and knows it to be false or misleading, or consciously disregards whether it is, the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they must notify the consumer advising that they are voiding the contract of insurance. It will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

Client Acknowledgment:

I/We acknowledge that I have been provided with a copy of the Terms of Business of NFPCIS and that I/We have read and understand these terms.

I/We consent to NFPCIS contacting me/us by letter, email, phone, SMS regarding any product/s that may be of interest to me/us.

If you consent to us contacting, you for this purpose, please tick to say how you would like us to contact you:

Post ☐ Email ☐ Telephone ☐ Text ☐

NFPCIS

Signature

Andrew Quinn, MD
Print

13th January 2025
Effective Date

Client

Signature

Print

Date

Client

Signature

Print

Date

