



PART OF \ **pib Group**



**Insurance**

PART OF \ **pib Group**



*Oliver Murphy Insurance Brokers Ltd.*

PART OF \ **pib Group**



PART OF \ **pib Group**

Terms of Business effective from 18/04/25

## Introduction

This document sets out the basis on which regulated entities in Ireland who are part of the PIB Group will provide insurance services to you. PIB Group is a trading style of PIB Group Limited. PIB Group Limited is a holding company. PIB Group Limited is registered in England & Wales. Registered Office: Rossington's Business Park, West Carr Road, Relford, Nottinghamshire, DN22 7SW.

It also contains details of our regulatory and statutory obligations and the respective duties of both the firm and you the customer relating to the provision and acceptance of these services.

This is an important document so please read it carefully to enable you to decide if our services are right for you. If you have any questions, please contact any of our staff. If there are any material changes to the information in this document, you will be issued with a revised copy as soon as possible.

This document takes effect from 18 April 2025 or whenever it is received (whichever is later) and supersedes any terms of business agreement that may have been previously sent to you. We may choose to issue this document to you electronically, however, at all times you can request to receive a copy by post or at any of our offices.

Your direction to bind cover and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of this Terms of Business Agreement.

## Authorised and Regulatory Status

This section details the authorisations of the entities, including the relevant reference numbers, within the group. Copies of our authorisations are available on request and are displayed in the public areas of our offices. You may contact the Central Bank of Ireland on 0818 777 777 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie).

Regulated Entity	Authorisation Number
BHP Community Limited t/a BHP Insurance	C172311
Campion Insurances Limited t/a Campion Insurance, PIB Global, Bestquote.ie	C9913
Halligan Life & Pensions Limited t/a Halligan Insurances	C1444
John O' Donohue Insurances Limited	C1674
Oliver Murphy Insurance Brokers Limited t/a Coverme, Vancouver	C1853

Entity Type	Description	Entity Name
Insurance, Reinsurance or Ancillary Insurance Intermediary	Registered as an Insurance, reinsurance or ancillary insurance intermediary under the European Union (Insurance Distribution) Regulations, 2018.	BHP Insurance Campion Insurance Halligan Insurances Oliver Murphy Insurance Brokers Limited John O' Donohue Insurances Limited
Investment Business Firm	Authorised as an Investment Business Firm under Section 10 of the Investment Intermediaries Act, 1995 (as amended).	Campion Insurance Oliver Murphy Insurance Brokers Limited
Investment Product Intermediary	Service Providers holding appointments from IIA product producers, including intermediaries that may issue appointments, appearing in the register maintained under Section 31 of the Investment Intermediaries Act, 1995 (as amended).	Campion Insurance Oliver Murphy Insurance Brokers Limited
Mortgage Credit Intermediaries/ Mortgage Intermediaries	Authorised pursuant to Section 31(10) of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and Section 151A (1) of the Consumer Credit Act 1995.	Campion Insurances

## Competition and Consumer Protection Commission

The following firms are registered as Credit Intermediaries under the Consumer Credit Act 1995

Regulated Entity	Authorisation Number
Campion Insurances Limited t/a Campion Insurance, PIB Global, Bestquote.ie	A003302
Oliver Murphy Insurance Brokers Limited t/a Coverme, Vancouver	A004042

## Statutory Codes

We are subject to and must comply with the Central Bank of Ireland's Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These codes and standards can be found on the Central Bank of Ireland website [www.centralbank.ie](http://www.centralbank.ie).

## Governing Law and Language

The laws of Ireland form the basis for establishing relations between you and us. All contracts, terms, conditions, and communications relating to any policies you may enter into with us will be in English.

## Services Provided

We provide advice and placement facilities in relation to General Insurance, Life Assurance products and services, Mortgages and deposits. As a credit intermediary, we can also arrange premium finance with premium finance providers.

Based on the information that you provide we will identify and recommend a suitable product(s) from product providers or insurance undertakings with whom we hold agencies (a copy of this list is available on request). We endeavour to provide our customers with the most suitable product to suit their requirements.

The principal regulated activities of the firm are transacted on the basis of a fair and personal analysis of the market, i.e., we provide advice to our clients on the basis of a sufficiently large number of contracts and providers available which will enable us to make a recommendation in accordance with accepted professional criteria. In this regard we consider the following criteria:

- The needs of the customer.
- The size of the order.
- The number of providers in the market that deal with brokers.
- The market share of each of those providers.
- The number of relevant products available from each provider.
- The availability of the information about the products.
- The quality of the product and service provided by the provider.
- Cost and any other relevant consideration.

However, there are exceptions to this as follows:

- Vintage Motor: Champion Insurance only offer insurance products for vintage motor vehicles for members of the IVETA which are underwritten by FBD Insurance DAC.
- Classic Car: Champion Insurance offer cover for classic cars through Prestige Underwriting Services (Ireland) Limited, t/a AbbeyAutoline.
- Health Insurance: Champion Insurance and Oliver Murphy Insurance offer insurance products for private medical insurance, which are underwritten by Irish Life Health Designated Activity Company.
- Dental Insurance: Champion Insurances Limited offer a range of dental insurance products, which are provided by Decare Dental Insurance Ireland Limited only.
- Travel Insurance: Champion Insurances Limited offer access as introducer only to travel insurance arranged by KennCo Underwriting Ltd T/A KennCo Insurance with Arch Insurance. Oliver Murphy Insurance offer access to Cover-More Blue Insurance Services Limited.
- Mortgages: Champion Insurances Limited offer advice on a fair and personal analysis basis in respect of this product and in this regard, we hold agency appointments with AIB Mortgage Bank, KBC Bank Ireland plc., Haven Mortgages Limited, Permanent TSB plc, Brokers Ireland Network Services Limited trading as Brokers Ireland Mortgage Services and Dilosk DAC.
- Deposit broking: Champion Insurances Limited only have facilities to place deposits with Permanent TSB plc and Investec Bank Plc and Oliver Murphy Insurance only have facilities to place deposits with Permanent TSB plc.

We hold a significant number of appointments with insurers/product providers so that we can offer a range of products that best matches our customers' needs, subject to the information provided in the 'Services Provided' section above. We have developed a number of schemes which are particular to industry or voluntary sectors – in these cases a particular insurer is selected and we will recommend that insurer until the scheme is reviewed on an annual basis. However, we cannot take responsibility for or guarantee the financial stability of any of these entities with whom we place business on your behalf.

Special arrangements apply to Affinity schemes, which are negotiated in conjunction with certain bodies and are jointly reviewed periodically to ensure viability. We do not have any 'tied' relationships with any institution. The companies within the PIB Group in Ireland are all members of Brokers Ireland.

## Add-on Covers

We offer Family Legal Protection/Motor Legal Protection and cover in the event of lost, stolen or broken car keys on our home and motor policies (including light commercial vehicles up to 3.5 tons)– this is optional cover and if you decide to take this up it will be indicated separately on your invoice. We also offer Commercial Legal Protection cover and if you decide to take up this optional insurance, it will also be indicated on the quotation and invoice.

We recommend ARAG Legal Protection, MIS Breakdown and KeyCare cover to our customers. However, these are optional covers. Policy wording is available on request. In the event that the main policy covers are cancelled mid-term, the premiums paid for the ARAG, MIS and KeyCare cover is not refundable.

## Sustainability Disclosure Financial Regulations

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, we will identify and consider your sustainability preferences when making a recommendation. However, we do not automatically assess relevant sustainability risks as far as this information is available in relation to the products proposed/advised on. This means that we do not assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

When providing advice on insurance-based investment products ('IBIPs') or investment advice we do not automatically consider the impacts of our advice that result in negative effects on sustainability factors (namely environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters), because currently there is limited relevant products on the market which meet these criteria. However, we are guided at the fact-finding stage by your individual preferences and these preferences taken into account when we make a recommendation. The area of sustainability is relatively new and as the issue progresses, we will review our position.

## Regular Reviews

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 which may result in you having insufficient insurance cover and/or inappropriate investments. You must advise us of those changes 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. We review insurances periodically and may write to the insured suggesting a review meeting.

### **Quotations**

All quotations and cover are subject to acceptance by the insurer concerned. All quotations will state how long they are valid for. A full copy of the insurers' policy wording, terms and conditions is available upon request. Failure to meet your duty of disclosure could result in your policy being cancelled, claims not being paid, difficulty in getting insurance elsewhere and in the case of property insurance, failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property.

### **Completed proposal forms/statement of fact**

Completed proposal forms or Statements of Facts will be provided to you. These are important documents as they form the basis of contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

### **Policy Documents**

Following inception of cover, a policy document will be issued to you. This document will set out in detail the conditions applicable, operative endorsements, terms, conditions, exceptions and warranties of the policy. We strongly advise that you read this document carefully (including the policy schedule or other documentation enclosed with it), report any errors that you discover or query you may have to us immediately and retain all documentation in a safe place.

We may issue your policy documents electronically to you via email or by giving you a link to our website where you can access the relevant document. At all times, you can request a paper copy of the document to be sent to your home address and we will issue this to you within 5 working days of your request.

### **Conflicts of Interest**

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises we will advise you of this in writing before providing you with any service. If you have not been advised of any such conflict of interest you may assume that none arises. A full copy of our conflicts of interest policy is available on request. From time to time, we have agreements with insurers for the provision of goods or services in connection with specific product development, training and promotion. All such arrangements are reviewed to ensure that they do not conflict with our customers' best interests in accordance with our obligations under the Consumer Protection Code.

In some cases, we may be a party to a profit-share arrangement with product producers where we provide extra services for the provider. Any business arranged with these providers 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.

### **Cooling-Off Period**

The time period known as cooling-off period applies in the following ways:

- If you have taken out a general insurance contract, and we have not met face to face during the process, you may cancel the contract by giving notice in writing to us within 14 days after the date you were informed the contract is on cover.
- If you have taken out a general insurance contract, and we have met face to face during the process, you may cancel the contract by giving notice in writing to the insurer within 14 working days after the date you were informed the contract is on cover.
- If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days after the date you were informed the contract is on cover.

The right of withdrawal may be exercised by notice in writing to us quoting your policy number provided that no claim or adjustment has been made or is intended to be made or no incident has occurred which is likely to give rise to a claim or for travel policies. Should this right be exercised the insurance company may charge for the period you are on cover. For motor insurance, the insurance certificate and disc must be received by us before the policy can be cancelled.

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover. Please note that the policy administration charge/fee is non-refundable if you choose to withdraw from the policy within the cooling-off period. You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

This right to cancel does not apply where, in respect of general insurance, the duration of the contract is less than one month, or, in respect of life insurance, the contract is for a duration of six months or less.

A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.

### **Remuneration**

We are remunerated by both commission and/or fees. A summary of the details of all commission paid or provided to us which we have agreed with our product producers is available on the website of the relevant regulated company which is included above. A schedule of our fees is below. Please note that these fees are non-refundable.

Customers also have the option of paying solely by fee if so desired. In this instance, the amount of any commission received will be deducted from the fee. We will disclose the commission payable from the insurance company upon request. The actual fee amount charged will be shown separately on our quotation and invoice documentation or another durable medium. If charges cannot be ascertained in advance, we will notify you that these will be levied as part of the transaction.

In the event of advice being offered or services provided to clients for which we are not remunerated by commission in the normal way from insurance companies, we would agree a fee in advance of the provision of service.

### **Third Party Charges**

We may source your insurance requirements through a managing agent/wholesale broker who may charge for their services. Such charges will be disclosed on your invoice, policy document or renewal notice.

### **Default and/or Cancellation**

You, the customer, can cancel your policy at any time by giving notice in writing subject to the terms and conditions of the applicable policy. If you cancel your policy outside the cooling-off period short term rates or minimum and deposit premiums may apply. We also reserve the right to instigate cancellation in the event of the following:

- Your non-payment of the premium due at inception, renewal or following an alteration.
- Your bank returns your cheque due to insufficient funds or any other reason.
- Direct Debit default.
- Non-disclosure of relevant information.
- Provision of incorrect or inaccurate information;
- Non-return of necessary documentation within the required timeframe.

Please also note:

- In respect of policies financed through a credit agreement with premium finance companies please note that your insurance company may begin cancellation proceedings once the second default occurs, and your policy may be cancelled 10 days after the date of the second default. In some cases we may issue the 10 day cancellation letters on behalf of insurers and these will notify of cancellation within 10 days;
- Bank charges incurred by us will be charged to the customer. We have a policy of charging an administration fee of up to €15 to cover the expenses of returned payments.
- Product producers may withdraw benefits or cover too in the event of default on payments due under policies of insurance or other products arranged by you. We would refer you to policy documents or product terms for the details of such provisions;
- Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

Our firm reserves the right to exercise its legal rights to receive payments due to us from clients (fees and insurance premiums) for business services provided. In particular, without limitation to the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client.

### **Handling Client Money**

We accept payments in respect of all classes of insurances where an insurer/product provider has invited renewal of a policy or accepted a proposal for insurance. We cannot accept payment in any other circumstances. For certain products we may request that all payments are made payable to the provider of the product in question. Before your money is paid over to the relevant insurer/product provider it will be held in a designated Client Premium Account.

A receipt will be issued for all monies paid and you should keep these in a safe place. Customers must pay at the inception date of a contract or on or before renewal date, or as invoiced in the case of mid-term alterations. We cannot pay a premium where the customer has not paid us. Once a premium is paid to us and you have been provided with a receipt, these monies are deemed to have been paid to the insurer/product providers in question which gives comfort to our customers. Product providers may cancel cover where a customer has failed to meet their obligations in relation to payment terms and conditions.

For Life Insurance policies, pensions and investments payment is made by the customer directly to the Insurer via direct debit mandate, bank transfer, cheque or by transfer from another insurer / intermediary. No client money is held by us for these products.

### **Return Premiums**

We will refund any rebate that becomes due to you within 5 business days of receiving it or having been notified by the insurer that it is due to you. Any rebate due to you will be paid in full and any charges will not be deducted without your prior written agreement in each case. Where the premium rebate is €10 or less we will offer you the choice of:

- Receiving the premium rebate;
- Receiving a reduction from a renewal premium or other premium currently due to us;
- We can make a donation of the rebate amount to a registered charity.

### **Clawback**

If we receive commission from a product provider but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that equates to up to 100% of the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

### **Premium Finance**

We can also arrange premium finance for your personal or commercial insurance policies with Close Brothers Premium Finance Limited ("Close") or Premium Credit Limited. We may be in receipt of remuneration from the premium finance provider. Please note that these providers carry out a credit assessment before offering such credit facilities which may affect their decision. As with all credit agreements, terms and conditions will apply and our staff will be happy to clarify any questions that you may have with regard to these. We strongly advise that you read all documentation relating to such agreements before entering into it and there are a few important points to note concerning such agreements:

- Funds must be available in your bank account at least a day before the instalment date to avoid a default. We may apply an administration fee of €15 to cover bank charges. Please also note that third party charges may apply for each default.
- In respect of policies financed through Close please note that your insurance company may begin cancellation proceedings once the second default occurs, and your policy may be cancelled 10 days after the date of the second default.

## Schedule of Fees and Charges

Please note these are non-refundable – the specific amount will be advised in advance	
Commercial Business	Up to €300 or up to 50% of the applicable premium, whichever amount is the higher. On occasion, we may need to charge rates different to the above depending on the complexity of the case. However, we will advise you of these in advance. Such fees may be charged as follows: -Directors/senior advisors €250 per hour. - Managers/account executives €150 per hour. - Support Staff €100 per hour.
Private Motor, Commercial Vehicles up to 3.5 tons and tractors	Up to €300
Home	Up to €300
Caravan	Up to €100
Vintage and Classic cars	Up to €100
Pleasure Craft	Up to €100
Personal Accident	Up to €100
Travel	Up to €100
Health	Up to €100
Mid-term alterations to a policy	Up to €125
Duplicate documentation	Up to €45
Roll over Direct Debit	Some product providers may collect our fee on our behalf if your policy is paid to them by direct debit.
Returned Direct Debit Default or Cheque	We may charge up to €50 for each and every missed transaction. This charge is in addition to any charge that may be levied by the product provider and/or the premium finance company.
Premium Finance	Up to €20 for set up Up to €15 for cancellation Up to €15 to cover bank charges for missed payments
Mortgages	We may charge a fee of up to €500 for assisting and advising in the mortgage process (depending on the complexity of the case) and this fee is payable even if we have not been successful in obtaining a mortgage for you. If we subsequently secure a Letter of Offer for you and you do not proceed with the loan, there will be an additional charge of €250 for our services. We receive commission from lenders at a rate of up to 1% of the amount borrowed.
Life Assurances	We are remunerated by both commission and/or fees. The service can be provided on a fee only basis if desired. Clients may pay in full for the service provided by means of fee, which will be agreed in writing with you in advance of the provision of service. The amount of any commission received will be deducted from any fee payable. Our fees are charged as follows: - Director/senior consultant €250 per hour. - Consultant €150 per hour. - Administrator €100 per hour. - Annual review fee 0.5% of the fund.
Claims Handling	By agreement and which will be set out in writing to you.

### Instructions for Policy Amendments

It is important to note that where an instruction is transmitted to amend your policy via phone message, text, email or fax that you are aware that these changes in cover are only operative provided they have been confirmed by us. For the avoidance of doubt please note that leaving a voice message on our answering service is not a basis to assume that cover has been put in place. We will only take instruction to cancel or lapse a policy from you. In some cases, we may also deal with other people contacting us on your behalf as long as we have your permission. In those circumstances, we will only take instructions to change a policy from you, your husband, wife or civil partner or your parent. If you would prefer that we only deal with you, please let us know. In exceptional circumstances, it may be necessary for us to deal with other people, for example, if you are incapacitated and if next of kin contacts us in relation to your policy.

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.

### Claims

The Consumer must notify the insurer of a claim within a reasonable time. It is important to note that failure to notify a claim or potential claim without delay could result in a claim being refused. When you notify us, you must include all material facts concerning the claim. The policy wording will describe in detail the procedures and conditions in connection with making a claim. It should be noted that there is no cover for defense costs incurred without insurer's prior consent. Insurers may appoint a loss adjuster to assist them in the handling of a claim. You may also appoint a loss assessor to act in your interest but doing so will be at your own expense.

### Complaints Procedure

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. We will acknowledge your complaint in writing within 5 business days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and you will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). A full copy of our complaint's procedure is available on request.

## Data Protection

Entity	Contact email
BHP Community Limited t/a BHP Insurance	info@bhpinsurance.ie
Campion Insurances Limited t/a Campion Insurance, PIB Global, Bestquote.ie	dataprotection@campion.com
Halligan Life & Pensions Limited t/a Halligan Insurances	info@halligan.ie
John O'Donohue Insurances Limited	john@jodinsurance.com
Oliver Murphy Insurance Brokers Limited t/a Coverme, Vancouver	info@olivermurphy.ie

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. We are committed to protecting and respecting your privacy. We wish to be transparent on how we process your personal data and show you that we are accountable with the GDPR in relation to not only processing your personal data but ensuring you understand your rights as a client. Personal data can cover various types of information, such as name, date of birth, email address, phone number, address, physical characteristics, or location data – once it is clear to whom that information relates, or it is reasonably possible to find out. (source: Data Protection Commission)

The personal data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. We may also obtain personal data on you through agreements with third parties such as Financial Institutions/Lenders, Insurers, credit referencing agencies such as Irish Credit Bureau, Central Credit Register, joint applicants, external service providers or other people appointed to act on your behalf. We use this information to help us offer you suitable products and services.

The personal data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Privacy Notice, this will be given to all our clients at the time of data collection. We will ensure that this Privacy Notice is easily accessible. Please refer to the website of the relevant regulated company. If this medium is not suitable we will ensure you can easily receive a copy by hard copy. Please contact us at the relevant email address above if you have any concerns about your personal data.

In addition to the details outlined in the Privacy Notice, if you hold insurance to provide cover against any third-party liability that may be incurred by you, where for whatever reason you cannot be found or you become insolvent, or the court finds it just and equitable to so order, then your rights under the contract will be transferred to and vest in the third party even though they are not a party to the contract of insurance. The third party has a right to recover from the insurer the amount of any loss suffered by them. Where the third party reasonably believes that you as policyholder have incurred a liability the third party will be entitled to seek and obtain information from the insurer or from any other person who is able to provide it concerning:

- The existence of the insurance product;
- Who the insurer is;
- The terms of the contract, and
- Whether the insurer has informed the insured person that the insurer intends to refuse liability under the contract.

We offer you the choice of receiving communication (including documentation) either on paper or by another durable medium such as email, SMS or on the website of the relevant regulated company. Where you have chosen to provide us with your email address and/or mobile number for communication (including documentation), you agree that we can communicate and contact you using electronic means. Should you not wish us to communicate with you via electronic means, please email us at the relevant email address above.

We would also like to keep you informed of mortgage, insurance, 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 legitimate interest to you. We would like to contact you by way of letter, email or telephone call and text. If you no longer wish your information to be used for marketing purposes, please email us at the relevant email address above.

You have the right at any time to request a copy of any 'personal data' that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at the relevant email address above if you have any concerns about your personal data.

CCTV may be in place in our office to ensure the security of our premises, aiding in the prevention and detection of theft and other crimes, and supporting the maintenance of health and safety standards in the workplace. CCTV images are governed by legislation under the GDPR.

### Call Recording

Please note that telephone calls to and from our offices may be recorded for quality, training and verification purposes, to assist in the complaints procedure and/or to help detect fraud and also to ensure the accuracy of our consumer records. All personal data recorded in this way is managed in keeping with Data Protection Acts. A copy of your recorded telephone call can be provided to you on request where available.

### E-Mail Communication and the Internet

We may choose to correspond with you by means of electronic communication (as defined in the Electronic Commerce Act 2000). Electronic communication may be corrupted and may not be either private or secure and, as with other means of delivery, there is a risk of inadvertent misdirection or non-delivery.

We cannot guarantee the security and integrity of electronic communication sent by you. It is your responsibility to carry out a virus check on electronic communication and attachments. While we take reasonable steps to ensure the integrity of our data transmission systems, we cannot guarantee that our communication will be free from infection.

### Compensation Schemes/Client Protection

We are members of the Investor Compensation Company Limited (ICCL) established under the Investor Compensation Act 1998. This legislation provided for the establishment of a Compensation Scheme and for the payment, in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. In the event that a right to compensation

has been established, the amount payable is 90% of your loss or €20,000 (whichever is the lesser). For further information, contact the Investor Compensation Company Limited at (01) 2244955.

We 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 members' 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.

We also hold Professional Indemnity Insurance for your protection.

#### **Anti-Money Laundering and Counter Terrorist Financing**

The Firm reserves the right to request information which it reasonably believes it needs to know in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended. From time to time, we may ask customers to confirm (or reconfirm) their identity in order to comply with the Anti-Money Laundering requirements. Any suspicious transactions will be reported to the Gardai and Revenue Commissioners in line with our regulatory obligations.

#### **Sanctions and/or embargoes**

If sanctions and/or embargoes are imposed by Governments, and/or banks elect not to handle insurance transaction monies in respect of various countries or persons in such countries, this may restrict the provision of insurance cover, services that can be provided or the movement of monies under such cover.

It is the responsibility of all firms to comply with relevant sanctions legislation, and we expect all customers to comply with the requirements of any sanctions legislation that may apply to them. As part of this, we expect all customers to fully disclose any exposure they are aware of, or that they may become aware of from time to time relating to either sanctioned persons, locations or goods where it may have an impact on our business.

In performing our duties, following from the above, we may have to:

- advise you that our bank(s) have elected not to handle monies relating to your transaction which will prevent the provision of cover and related services;
- suspend any movement of funds until a relevant governmental body confirms that no sanctions/embargoes have been breached and/or a license can be issued by the relevant authority; and
- advise you that some insurers may seek to cancel cover if they believe there has been a sanctions/embargo breach.

We will use reasonable endeavors to warn you should we become aware that an issue may impact upon the insurance we place on your behalf or restrict the payment of any premiums or claims.

#### **Duty Of Disclosure by Non-Consumer Commercial Clients**

*(Turnover of €3m or more in the previous financial year)*

You have a duty to disclose all material facts to insurers when arranging an insurance policy, throughout the life of that policy and when you are renewing it. Material facts are information that would influence a decision by an insurer whether to accept a risk and if so, on what premium and terms (e.g. are all previous claims disclosed, accidents, incidents, convictions, license endorsements, un-occupancy of a property, medical history, lifestyle questions on assurance proposal forms, change in circumstances such as name, address, etc.). In the event of non-disclosure an insurer has the right to cancel your insurance from inception and claims under your policy may not be met. Failure to make full disclosure may also cause difficulty for you trying to purchase insurance elsewhere. In the case of property insurance, the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property. If you are in any doubt as to whether or not information is material, then it should be disclosed.

#### **Consumer Insurance Contracts Act 2019 Information**

*Who is a Consumer?*

Consumers are defined in the Act as natural persons and sole traders / partnerships / corporate entities with an annual turnover of €3m or less in the previous financial year. Non-Consumer Commercial Clients (as noted above) have no duties and rights under the Act and therefore the following sections do not apply to them.

#### **Duty Of Disclosure By Consumers**

*Section 14 (1) – (5) of the Act which is effective from 1st September 2021 alters consumer's duty of disclosure:*

You are under a duty to answer all questions that have been asked, honestly and with reasonable care and attention. You are not under any duty to volunteer any information over and above what is asked in these questions. The questions we ask are material to the risk to be undertaken by the relevant insurer, or the calculation of the premium by the relevant insurer, or both. If you do not answer these questions honestly and with reasonable care and attention, the relevant insurer may use the remedies available to them, including any remedies under the Act (and any subsequent amending legislation) which may include the remedy to cancel the contract, reject a claim or to limit the amount they pay in the event of a claim.

Specific questions will be asked. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

#### **Post-Contract Stage & Claims**

If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed:

- 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or
- 10% of the claim settlement amount where the claim settlement amount is more than €40,000.

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 avoiding 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.

#### Contact Details

Regulated Entity	Address
BHP Community Limited t/a BHP Insurance	Unit B5, Airside Enterprise Centre, Swords, Co Dublin
Campion Insurances Limited t/a Campion Insurance, PIB Global, Bestquote.ie	<p><b>Cashel:</b> 100 Main Street, Cashel, Co Tipperary.  <b>Cork:</b> C133, Unit H, Eastgate Village, Little Island, Co. Cork.  <b>Co Dublin:</b> Unit B5, Airside Enterprise Centre, Swords, Co Dublin  <b>Dublin 18:</b> Unit 7 Sandyford Business Centre, Burton Hall Road, Sandyford Business Park, Sandyford, Dublin 18  <b>Dublin 22:</b> 2nd Floor Otter House, Modern Plant Building, Naas Road, Dublin 22  <b>Ennis:</b> Flr 3, Aras Smith O'Brien, Bank Place, Ennis  <b>Ennis:</b> Bank House, Bindon Street, Ennis Co Clare  <b>Enniscorthy:</b> 24 Main Street, Enniscorthy, Co. Wexford  <b>Galway:</b> 5 Merchants Road, Galway, Co. Galway  <b>Kilkenny:</b> Unit 15, Danville Business Park, Ring Road, Kilkenny  <b>Limerick:</b> 4 Upper Hartstonge Street, Limerick  <b>Mullingar:</b> 7 Dominick Street, Mullingar, Co Westmeath  <b>Nenagh:</b> Unit 2 Cudville, Ashe Road, Nenagh, Co. Tipperary  <b>Portlaoise:</b> Lismard House, Lismard Business Park, Portlaoise, Co. Laois  <b>Roscommon:</b> Goff Street, Roscommon, Co. Roscommon  <b>Thurles:</b> 6 Liberty Square, Thurles, Co. Tipperary  <b>Urlingford:</b> Main Street, Urlingford, Co. Kilkenny  <b>Wicklow:</b> Rialto House, Fitzwilliam Square, Wicklow Town, Co. Wicklow</p>
Halligan Life & Pensions Ltd t/a Halligan Insurances	William Norton House, 575 North Circular Road, Dublin 1
John O'Donohue Insurances Limited	Unit B5, Airside Enterprise Centre, Swords, Co Dublin
Oliver Murphy Insurance Brokers Limited t/a Coverme, Vancouver	50 The Quay, Gladstone House, Waterford