

## TERMS OF BUSINESS

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### Client Protection:

- McAuliffe Barry & Collins Ltd. T/A MBC Insurance & Techinsure.ie (“the Company”) is regulated by the Central Bank of Ireland as an Insurance Intermediary and is registered under the European Union (Insurance Distribution) Regulations 2018. In addition, MBC Insurance is authorised as a Credit Intermediary under the Consumer Credit Act, 1995 (as amended). The Company is subject to the Central Bank of Ireland’s Fitness & Probity Standards, Consumer Protection Code and Minimum Competency Code. These Codes are available for inspection on the Central Bank of Ireland’s web site ([www.centralbank.ie](http://www.centralbank.ie))
- The Company provides the following services;-
  - Advising on the selection of all non-life insurance products best suited to its clients needs,
  - Receiving and transmitting orders to Product Producers,
  - Offering advice to clients based on a fair analysis of the available market.
- The Company is free to place business with all leading Insurers. We are not tied to any institution that might compromise our ability to offer impartial advice or which might impinge upon our ability to place business at the best terms and conditions on offer. Advice is offered on a fair analysis of the available insurance market.
- MBC Insurance is a member of Brokers Ireland (BI).
- MBC Insurance is a member of the Investor Compensation Company Ltd. scheme (ICCL) which was established under the Investor Compensation Act of 1998. This Act allows for the payment in certain circumstances of monies or investments held by this company on your behalf that cannot be returned either for the time being or in the foreseeable future and where the client falls within the definition of an eligible investor within the meaning of the Act. In a case where a right to compensation is established under the Act the amount recoverable will be limited to €20,000 or 90% of the agreed loss whichever is the lesser amount. As a member of Brokers Ireland (BI), MBC Insurance is also a member of the BI Compensation Fund Ltd.. Subject to the rules of the scheme, the liabilities of member firms up to a maximum of €100,000 per client (€250,000 in the aggregate) may be discharged by the Fund on its behalf of a member, if the member is unable to do so, where the above detailed ICCL (established by law) has failed to adequately compensate any client of the member.
- MBC Insurance holds professional Indemnity Insurance up to a limit of €5,000,000 any on claim.

## Limitation of Liability:

MBC Insurance does not in any way whatsoever accept any responsibility or liability to you as a corporate client, business or as a consumer under any circumstances for any:

- (a) special, indirect or consequential loss or damage or any loss of profit, income, anticipated savings, production or accruals; or
- (b) loss following declinature of a claim, or reduction of any claim indemnity payment or avoidance of your policy by an insurer which results from your:
  - failure to provide complete and/or accurate information which we or your insurer have requested from you in quoting for any risk we place on your behalf; or
  - breach of any terms, conditions or warranties within your policy of insurance; or
  - failure to comply with any of the claims conditions in your policy of insurance.

Sub-clauses ii) and iii) above do not apply where such breach or failure was caused as a direct result of a breach of duty in the provision of our professional services.

Unless otherwise agreed in writing, our total aggregate liability to you in respect of any one claim or series of related claims shall not exceed €5,000,000 (Five Million Euros).

Our liability to you shall also be limited the extent of our responsibility for any loss, taking into account the responsibility of other parties, including you and any sub-broker or placing broker. You agree that our liability shall not be increased by your inability to recover from such other person or party, or your decision not to recover from any other person or party. We will only accept liability for wrongdoings which are due to breach of contract, negligence, breach of professional duty or breach of trust. We do not accept liability for losses which: are contributed to by your own negligence; or which are not a reasonably foreseeable consequence of our actions.

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for any fraud, fraudulent misrepresentation or breach of any regulatory obligation.

## Services:

MBC Insurance provides a full range of non-life Insurance advice to the corporate and personal sectors including the placing of insurance contracts and related claims handling and risk management services.

We will also arrange credit facilities for clients.

## Remuneration Policy:

- We will normally be remunerated by way of commission received from the Product Producer underwriting the policy of insurance. All commissions payable to us by Product Producers can be viewed on our website [www.mbcinsurance.com](http://www.mbcinsurance.com) We may in addition, charge a fee or brokerage and, should we do so, we will advise you of this in writing prior to you incurring liability for it. In the event of policy cancellation, this fee will be non-refundable. The scale of our brokerage charges are,

<u>Class of Business</u>	<u>Initial Fee</u>	<u>Renewal</u>	<u>Any policy alterations</u>
Commercial General Insurance Lines	Up to 40% of premium subject to a minimum of €25	Up to 40% of premium subject to a minimum of €25	Up to 40% of premium or a maximum of €250
Personal General Insurance Lines	Up to €250	Up to €250	Up to €250

- Payment of Services by fee only  
Clients may pay in full for the service provided by means of a fee which will be agreed with the client by the Company in advance of the provision or service. The amount of any commission otherwise receivable by the Company will be offset against any fee payable.
- MBC Insurance do not charge for handling any claim for which cover is provided by a policy of Insurance but may be in receipt of commission payments from loss assessors for business referred to them.

## Credit Intermediary:

MBC Insurance may be in receipt of commission from Premium Credit Ltd. & Close Premium Finance Ireland Ltd. for credit facilities in respect of insurance policies arranged for clients of the Company.

The Company can arrange suitable premium financing with an approved institution subject to terms and conditions.

## Receipts:

MBC Insurance will issue a receipt for all payments received in accordance with the Central Bank of Ireland's Consumer Protection Code. These receipts are issued for our clients protection and should be held safely by the client.

## Handling Clients Money:

- MBC Insurance accepts payments by cash, cheque and major credit cards in respect of all classes of insurance contracts.
- MBC Insurance cannot accept cash or negotiable Instruments in any other circumstances.

## Credit Terms:

MBC Insurance operates a policy of strict credit control and premiums must therefore be paid in full on or before the renewal/inception/alteration date of the cover.

## Credit/Default Policy:

- We regret that credit cannot be extended to clients in respect of premiums, initial renewal or any additional. Initial or First Premiums must be paid at inception of cover, and renewal premiums, before the policy renewal date. Otherwise, the company will advise the Insurance undertaking or product producer involved and cover will be cancelled. Your individual policy document will contain details of default remedies and actions of the particular insurance undertaking in the event of your non-payment. On receiving your policy document you should read the terms and conditions applicable in detail.
- In order to protect the interests of their clients MBC Insurance are prevented by financial regulation from paying any premiums to Insurers, which have not been paid to MBC Insurance.

## Conflict of Interest:

- It is the policy of MBC Insurance to avoid Conflict of Interest when providing services to clients. Where an unavoidable conflict arises then, we will advise you of this in writing before providing any business service. If you have not been advised of any such conflict then, you may assume that none arises.

## Premium Payments:

- Premiums may be paid by cash, cheque, bank draft, Credit or Debit card and by Electronic Bank Transfer (EFT).

## Data Protection:

- MBC Insurance complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.
- MBC Insurance is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data, but ensuring you understand your rights as a client.
- 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, which can be seen on our website [www.mbcinsurance.com](http://www.mbcinsurance.com)
- We will ensure that this Privacy Notice is easily accessible. If this medium is not suitable to you, we will ensure that you receive a soft copy via email or a hard copy on request.
- Please contact us at [dataprotection@mbcinsurance.com](mailto:dataprotection@mbcinsurance.com) if you have any concerns about your personal data.



## Documentation:

- MBC Insurance will issue all relevant Insurers documents to its clients. These should be read to ensure that they are in accordance with the insurance requirements.
- It is also of vital importance that these documents be retained in a safe place as these documents are the basis of the contract between the Insured and the Insurer.  
For the full details of the cover terms and conditions please refer to the policy documents.

## Written appointment from Product Producers:

MBC Insurance hold letters of appointment from all the main Insurers.

## Complaints Procedures:

- We will acknowledge each complaint received in writing within **5 business days** of the complaint being received.
- In the event of a complaint, please contact or address correspondence to The Managing Director, MBC Insurance, Building 5200, Cork Airport Business Park, Cork T12FDN3
- We will provide the complainant with a regular written update on the progress of the investigation of the complaint at intervals of not greater than **20 business days**.
- We will attempt to investigate and resolve the complaint within **40 business days** of having received the complaint. When the 40 days have lapsed, if the complaint is not resolved, we will inform the complainant of the anticipated timeframe within which we hope to resolve the complaint. At this point we will inform the complainant of their right to refer the matter to the Financial Services & Pensions Ombudsman of Ireland. [www.fspo.ie](http://www.fspo.ie)
- Where we resolve the complaint, we will advise the complainant in writing within **5 business days** of the completion of the investigation, the outcome of the investigation and where applicable, explain the terms of any offer or settlement being made. We will also inform the complainant of their right to refer the matter to the Financial Services & Pensions Ombudsman Bureau of Ireland

Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29.

Tel: (01) 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

- We will maintain an up to date record of all complaints including all relevant correspondence, records and any action taken.

## Consumer Insurance Contracts Act 2019

The following sections apply to consumer duties and rights arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers.

Non-Consumer Commercial clients have no duties and rights under this Act, and therefore the following sections do not apply to them.

**Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments**

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the ‘average consumer’.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

### 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 insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

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.

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.

### Cancellation of a Contract of Insurance

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 ( S.I. No. 485 of 2015 ) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 ( S.I. No. 853 of 2004 ) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies and only on sales that took place on a non-face to face basis (distance sales).

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.

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.

This right to cancel does not apply where, in respect of general insurance, the duration of the contract is less than one month.

### **Post-Contract Stage and 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 you 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 both you and the insurer when the contract was concluded.

You 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.

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).

If you make a false or misleading claim in any material respect (and know 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 may notify the consumer advising that they are voiding the contract of insurance, and 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.

### **Commercial Customers: Non-Consumers**

#### **Disclosure of Information**

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

#### **Terms of Business**

Attached are the Company's Terms of Business, which outline the basis on which we provide Services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further service to you.

#### **Consent to contact**

Here at MBC Insurance we take your data Protection seriously and will only use your data as discussed with you in our privacy statement.

However, from time to time we may wish to contact you in relation to other non-life products , updating you on offers, services that we provide that we feel may be of interest to you.

#### **Agreed methods of contact**

Email ☐

Phone ☐

SMS ☐

Post ☐





CORPORATE INSURANCE BROKERS

Building 5200,  
Cork Airport Business Park,  
Cork City.  
T12 FDN3

95 Church Street,  
Listowel,  
Kerry.  
V31 Y659

**Cork** +353 (0)21 427 5347  
**Kerry** +353 (0)68 599 83  
**E** info@mbcinsurance.com  
**W** www.mbcinsurance.com

Please do not contact me ☐

Customer Signature.....

Date .....

\* Even if you do subscribe consent to contact now you can always unsubscribe at any time.

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Directors: D. G. Murphy CIP (Managing), S. A. Sullivan CIP, B. McMahon CIP, BBS

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