

## TERMS OF BUSINESS - AIDAN MURPHY INSURANCES LTD. –UPDATED SEPTEMBER 1<sup>ST</sup> 2021

TERMS OF BUSINESS: Provided, as required by the Financial Regulator in accordance with Section 37 of the Investment Intermediaries Act 1995 and the Consumer Protection Code, 2012. These Terms of Business set out the basis on which Aidan Murphy Insurances Ltd will provide business services to you as an individual private client of the firm. They also contain details of our regulatory and statutory obligations and the respective duties of both the firm and you, in relation to such services. contain details of our regulatory and statutory obligations and respective duties of both the firm and you in relation to such services. Aidan Murphy Insurances Ltd is regulated by the Central Bank of Ireland and is an Independent Insurance Brokerage, members of the Irish Brokers Association and the Brokerline Direct network, and are authorised by the Consumer Credit Act 1985 to act as Credit Intermediary. Aidan Murphy Insurances is subject to the code of conduct of the Central Bank of Ireland. (This code of conduct can be found at [www.centralbank.ie](http://www.centralbank.ie))

THE SERVICES WHICH OUR FIRM IS AUTHORISED TO PROVIDE ARE ON THE BASIS OF FAIR ANALYSIS OF THE MARKET: a) Advising you in relation to the nature of each insurance product and advising you as to which product is suitable for your needs. Identifying and selecting a suitable product producer. Receiving and transmitting orders on your behalf for a product(s) to one or more product producers for whom we have appointments

OUR DEALINGS WITH YOU: We prefer our clients to give us instructions in writing to avoid possible disputes. We will, however, accept oral instructions, provided they are subsequently confirmed in a letter. Any advice we give you will normally be in writing, but if given orally, will be recorded on your file. Once we have acted upon your instructions, we will not normally give you any further advice. However, we may review our record or your insurances and policies periodically and write to you to suggest that we arrange a review meeting. You, or we, may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing.

INVESTOR COMPENSATION COMPANY LTD (ICCL): This firm is a member of the investor compensation scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and to the payment, in certain circumstances, of compensation to clients of firms covered by the Act. However, you should be aware that a right to compensation will only arise where money or investment instruments held by this firm on your behalf cannot be returned either for the time being or for the foreseeable future and when the client falls within the definition of eligible investor as contained in that Act. In the event that a right to compensation is established, the amount payable is the lesser of 90 per cent of your loss, which is recognised as being eligible for compensation of €20,000. In addition to the legal compensation available under the Investor Compensation Act, 1998, Aidan Murphy Insurances Ltd is bonded on a voluntary basis, through its membership of IBA, for €250,000 in aggregate, with a limit for €100,000 per client, where ICCL fails to adequately compensate a client.

REMUNERATION POLICY: Aidan Murphy Ins. Ltd is remunerated by commission and/or a brokerage fee for arranging, or the provision of advice regarding, non-life Insurance business. This fee is charged to cover the sourcing of the product, the renewal administration & re-broking, advice and ongoing service of your business. Fees are charged on a time spent and disbursements basis. Our normal fee structure for the management of your business is as set out here: Initial Fee Renewal Fee Policy Alteration / Cancellations Motor Up to €100 maximum for Personal Lines .and €20.00 . Commercial Up to a max of 30% of premium, and a minimum of €20.00. However, where so required, if any risk or product falls outside our standard fee terms we will advise you accordingly in advance and an hourly rate will be charged instead. You are entitled to opt to deal with us on a 'fees only' basis. Our current basic hourly rate is €250 for Directors, Managers, Team Leaders and Consultants and, €100 for support staff. In determining the rate and any additional charges, factors such as specialist skills, complexity, value, risk and urgency will be taken into account. (Details of our commission remuneration are available on request). A compliance charge of 1% may be applied. This amount is retained by us to offset the costs of complying with Central Bank Regulations, for your protection. CONFLICT OF INTEREST: If, at any time, there is a conflict of interest, we will always ensure that the interest of the customer takes priority over our own interest. Where we are in receipt of additional commission from any insurer, based on growth or volume of business placed, we will never allow this to influence our advice to you. All commissions received under such agreements will be used exclusively to assist in the provision of services to our customers.

YOUR PROTECTION: We maintain Professional Indemnity Insurance.

YOUR MONEY: Aidan Murphy Insurances Ltd will accept payments in cash, cheque & credit/debit card, in respect of all classes of Insurance in the circumstances permitted under section 25G of the Investment Intermediaries Act, 1995. We are not authorised to accept cash or negotiable instruments in any other circumstances.

FAILURE TO PAY OR DEFAULT: We reserve the right to instigate cancellation of policy cover in the event of the following: 1. Failure by you to pay the premium at inception, renewal or following a mid-term alteration in cover. 2. Your bank returns your cheque due to insufficient funds or any other reason. 3. Non disclosure of relevant information 4. Insurer imposes cancellation Your insurer may cancel cover in certain circumstances. These conditions are clearly outlined in the policy documentation. When your policy ceases or is cancelled, we will send you any documentation and information that you are entitled to, on request. In the event of non payment by a client, in respect of monies due to Aidan Murphy Insurances, we reserve the right to pursue our legal rights and remedies. All insurances are effected on the express condition that pending receipt of the premium from the insured, the company reserve the right, notwithstanding delivery of the policy or certificate or receipt to the insured, to cancel the policy, obtain a refund from the Insurers and apply same in the reduction of the amount due to the insured CANCELLATION / 'COOLING OFF' PERIOD: A consumer, (as defined by SI No 854 of 2004 Act) has the right to withdraw from an insurance policy (as defined by SI No 853 of 2004) within 14 days of the start date of the policy, without penalty and without giving any reason. This is known as the 'cooling off period'. Each insurer's cancellation process is contained in the policy document and you must comply with these requirements. REFUNDS OF PREMIUM Where a client is entitled to a refund of premium, for whatever reason, Aidan Murphy Insurances Ltd will deduct the commission already earned, from that refund, in each and every case. Brokerage fees, already paid, will not be refunded. (A handling fee of up to €30 may be charged on refunds, in each and every case.) RECEIPTS Aidan Murphy Insurances Ltd shall issue a receipt for each non-negotiable or negotiable instrument or payment received. This is required pursuant to Section 30 of the "Investment Intermediaries Act, 1995". Receipts are issued with your protection in mind and should be stored safely. Under financial regulator bank guidelines very strict rules apply in relation to the payment of premiums to Insurance Companies.

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

Aidan Murphy Insurances Ltd are not allowed to pay premiums to Insurers, which have not been received from clients. Therefore, to avoid cancellation, premiums must be paid strictly within credit terms if agreed, otherwise on the day of inception of the cover or before renewal date.

### OUR RECORD KEEPING

We will account to you for transactions effected on your behalf either by means of a contract note, or by providing documents of title or certificates evidencing title. We will supply, on request, to you or your appointed agent, contract notes, vouchers and copies of entries in our records, relating to your transactions. We undertake to maintain such records for six years from the date of each transaction. We treat all client records as confidential. We will register all transactions in your name unless otherwise agreed in writing. All documents of title in respect of all transactions will be forwarded to you by post as soon as possible after we receive them. Where a number of

documents relating to a series of transactions are involved, the documents will normally be retained until the series is complete.

#### COMPLAINTS

Aidan Murphy Insurances Ltd has a written procedure in place for the effective consideration and proper handling of complaints.

This procedure ensures that complaints will be recorded and acknowledged in writing by Aidan Murphy Insurances Ltd. All claims will be investigated by the Company and the outcome of the investigation will be communicated to the person who raised the complaint. Any complaint regarding the service you have received from any member of staff should be addressed to Aidan Murphy Managing Director. If satisfaction is not reached thereafter regarding the complaint, contact may be made with any of the following:

Irish Brokers Association, 87 Merrion Square, Dublin 2.

2. The Financial Regulator, Central Bank, Dame, Street, Dublin 2.

Ultimately, you have the right to complain to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2

**Data Protection : We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018**

#### **YOUR DUTY OF DISCLOSURE WHEN COMPLETING DOCUMENTATION FOR NEW BUSINESS RENEWALS AND AND MIDTERM ADJUSTMENTS.**

Section 14(1)- (5) of the Consumers Insurance Contracts Act which is effective from 1<sup>st</sup> September 2021 alters customers duty of disclosure:

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'. Average consumer as per Directive No.2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors. 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 .An Insurer may repudiate liability or limit the amount paid on foot of the contract of insurance only if it establishes that non disclosure of material information was an effective cause of the Insurer entering into the relevant contract of insurance and on the terms which it did.

**Completed proposal form /statement of fact :** Completed proposal forms Or Statement of Facts will be provide to you. These are important documents as they form the basis of the Insurance Contract between the Insurer and you the Consumer. You should review and confirm that the answers contained within are true and accurate.

**Commercial Customers : Non Consumer Duty of Disclosure :** Its 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.

**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 cover . We would therefore advise that you contact us to ensure that you are provided with up to date advice and products best suited to your needs.

#### GOVERNING LAW & LANGUAGE:

The laws of Ireland form the basis for establishing relations between you and Aidan Murphy Insurances Ltd.

Please sign ,date and return this document to Aidan Murphy Insurances Ltd, You may retain a copy for your own information, if you so require.

*I acknowledge and confirm that I have been provided with a copy of the Terms of Business of Aidan Murphy Insurances Ltd, and that I have read through ,understood and agree to these terms and authorise you to contact me in the future by letter ,phone , email /text ,regarding insurance /financial matters.*

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_