

## Terms of Business – Effective from 5<sup>th</sup> November 2018

We are pleased that you have selected Martin Insurance Ltd t/a Martin Insurance Brokers, Martevo (“MIB”) to act as your insurance broker. These terms of business set out the general terms under which we will provide insurance services to you and the respective duties of us and you in relation to such services. Please ensure that you read through this document carefully and contact us if you require further clarification regarding any matter. By proceeding with your insurance policy through MIB you agree to the terms of business set out herein.

### About Us

Our registered company address is Kilmore Business Park, Dublin Road, Cavan, Tel: 049 4332944 / 01 9022984 / 0818 282930 Fax: 049 4332871 E-mail: [info@martininsurance.ie](mailto:info@martininsurance.ie) Website: [www.martininsurance.ie](http://www.martininsurance.ie). Martin Insurance Ltd t/a Martin Insurance Brokers, Martevo is regulated by the Central Bank of Ireland (C5089) as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018 & is subject to limited regulation by the UK Financial Conduct Authority. Details of registration are available on request or by contacting the Central Bank of Ireland on 1890 777 777. MIB is also authorised by the Competition and Consumer Protection Commission as a credit intermediary, and is a member of Brokers Ireland & Brokers Federation of Ireland.

### Statutory Codes

MIB is subject to the following Codes of Conduct issued by the Central Bank of Ireland: the Consumer Protection Code 2012, the Minimum Competency Code 2017 and the Fitness and Probity Standards 2014. These Codes offer protection to consumers and can be found on the Central Bank’s website [www.centralbank.ie](http://www.centralbank.ie).

### Our Services

We provide advice and arrange cover in relation to all classes of non-life insurance (motor, property, liability, etc.) Our advice to consumers is based on a fair and personal analysis of the available market. This means that we will analyse a sufficiently large number of contracts and product producers available on the market to enable us to identify and select a contract most suitable to meet your needs. Business insurance where the premium value is €2000 or less, is provided on a limited analysis of the market by Optis Insurance. On receipt of your instructions, we will transmit orders on your behalf to one or more of the product producers, a list of which is available on request. If you require credit terms, we may be able to arrange premium finance on your behalf, in which case you will be entering into a separate credit agreement with a premium financing provider. Alternatively, a monthly direct debit facility (if available) may be operated by insurers.

### Duty of Disclosure to Insurers and Duty of “Utmost Good Faith”

Insurance is deemed to be a special type of contract which imposes onerous duties upon prospective insureds (clients) and their agents (MIB), who are obliged to act with “utmost good faith” towards insurers at all times. You are obliged to disclose to insurers, prior to formation of a contract, all material information which could be relevant to the insurer in accepting the risk or calculating the premium. The obligation of disclosure is not limited to material information of which you are aware and extends to those matters of which you ought to be aware in the ordinary course of your business.

The duties of utmost good faith and disclosure apply when you take out your insurance policy, throughout the life of that policy, when you amend or renew your insurance and also to the claims process. In completing a proposal or claim form, or other documents relating to an insurance policy, the accuracy of all answers, statements and/or information will be your sole responsibility. If you are unsure whether something is a material fact or not, then it should be declared. Any breach of the duty to act with “utmost good faith” or failure to disclose any material information, could result in claims not being paid and/or your policy being cancelled, which could lead to difficulty in purchasing insurance elsewhere and a breach of the terms and conditions attaching to any loan secured on your property.

### Cancellation

You can cancel your policy at any time by giving a notice in writing to us. Provided that all reasonable charges pertaining to costs incurred by us have been paid and provided that no incident likely to give rise to a claim has occurred during the period of insurance, you will normally be entitled to a pro-rata return of the premium for the unexpired period of insurance. No return premium will be allowed where the policy is on a minimum and deposit basis. Should you cancel your policy in the first year of insurance outside the cooling off period (as defined in the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004), insurers may apply short period rates and/or an administration charge. Please note that our policy set up charge is non refundable.

Insurers reserve the right to cancel your policy at any time by issuing a prior written notification to your last known address. The termination will be without prejudice to the completion of any transactions already initiated and you remain responsible for the payment of any fees and expenses incurred up to the date of termination, or to the date of completion of any transaction in progress, whichever is the later.

### Conflict of Interest

It is the policy of MIB to avoid conflicts of interest when providing business services to you. Where an unavoidable conflict may arise, we will notify you as soon as is practicable after we become aware of the conflict of interest and we will ensure that you will be treated fairly.

### Complaints

We have written procedures in place for the effective handling of complaints (full copy is available on request.) Any complaint regarding the service you have received should be addressed to Compliance Officer, Martin Insurance Brokers, Kilmore Business Park, Dublin Road, Cavan, Tel: 049 4332944 E-mail: [info@martininsurance.ie](mailto:info@martininsurance.ie). We will acknowledge your complaint in writing within 5 business days and we will fully investigate it. We will attempt to resolve your complaint within 40 business days. You will receive a regular written update on the progress of our investigation. On completion of our investigation we will provide you with a written report of the outcome. In the event that you are dissatisfied with our handling or response to your complaint, you are entitled to refer the matter to the Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Tel: 01 5677000 E-mail: [info@fspo.ie](mailto:info@fspo.ie).



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### Failure to Pay or Defaults

We will exercise our legal rights to recover payments due to us from you for the services provided, including the instigation of legal proceedings, the appointment of a receiver and all such steps as may be necessary. Unless otherwise agreed with the company, failure to pay the premium in full on or before the inception/renewal/alteration date will result in us advising the product producer who may cancel or restrict cover under any products arranged for your benefit. We would refer you to policy documents or product terms for the details of such provisions. It is your responsibility to ensure that your payment has reached us and that your policy has been inception/renewed/amended.

### Handling Clients' Money and Receipts

MIB will accept payments in cash, cheque, credit card, bank draft/transfer or premium payment plan where available. Please note that any charges due to us as outlined in the Remuneration and Charges section below may be deducted from any rebate due to you prior to being issued to you. This will be agreed with you in writing in each instance. A receipt will be issued for each payment received.

### Remuneration and Charges

MIB is remunerated by commission paid by insurers and/or brokerage fees paid by you. Details of commission received from insurers are available on request. MIB will charge you a fixed fee or a percentage of the insurance premium and Government levies as follows:

- Personal Insurance Arrangement/Renewal: up to a max of 30% subject to a minimum of €50.
- Commercial Insurance: up to a max of 50% subject to a minimum of €250.
- In the event of cancellation or rebate a brokerage fee may be levied subject to a maximum of 15%.
- Mid-Term Alterations: up to a max of 50% subject to a minimum of €30 on personal insurance and €100 on commercial insurance.

The amount of any commission received by MIB from insurers will not be deducted from any brokerage fee payable by you.

Advice without placement of a contract is chargeable on a time disbursements basis:

- Directors & Senior Personnel - €200 per hour.
- Account Executives/Consultants - €150 per hour.

A processing fee of €25 will apply to any policy that is taken out with us and subsequently cancelled or not taken up because the information given to us was incorrect. It is important that correct information is supplied at all times as it forms the basis of the contract with the insurance company. Where we arrange insurance premium finance on your behalf, a handling charge of €45 will apply.

### Data Protection

MIB is committed to respecting and protecting your privacy. To provide you with relevant information and respond to your requests, we sometimes request that you provide us with information about yourself or about someone else, such as an additional insured – in which case you must have obtained this person's consent and have made them aware of the terms of the insurance policy. We process your personal data in order to provide insurance quotation and placement service, i.e. processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract.

Please read our Privacy Notice carefully as it will inform you of how we collect, use and disclose personal data we gather from you. Our activities are compliant with the provisions of the Data Protection Acts 1988 & 2003, the EU General Data Protection regulation ('GDPR') and any other Data Protection legislation/Acts passed as a result of the GDPR. If you have any questions or comments about our practices, or would like to exercise your rights, please contact Compliance Officer at [info@martininsurance.ie](mailto:info@martininsurance.ie), who will review your request. You have the right to lodge a complaint with the Data Protection Commissioner at [info@dataprotection.ie](mailto:info@dataprotection.ie) if you are unhappy with any aspects of how your personal data is processed. Phone calls, both inbound and outbound, may be recorded and monitored for regulatory, training and quality purposes, to verify information and instructions given and help prevent and detect fraud.

### Money Laundering

MIB is required by anti-money laundering legislation to comply with client identification procedures and as such reserves the right to request certain documentation from a client which it reasonably believes is needed in order to comply.

### Investor Compensation Scheme

MIB are members of the Investor Compensation Scheme (ICCL) established under Section 38 of the Investor Compensation Act 1998. The Act provides that compensation shall be paid to eligible investors (as defined in the Act) to the extent of 90% of an investor's net loss, up to a maximum of €20,000. In addition, Brokers Ireland Compensation Fund offers protection of up to €100,000 per client (or €250,000 in aggregate), where the ICCL has failed to adequately compensate any client of the member. Further details are available on request.

### Insurer Security

As an insurance broker, we use both local and international insurers to obtain the best products available to meet your needs and requirements. In selecting an insurer, a wide variety of factors are taken into account including the financial status of the insurer in question. We do not and cannot guarantee the financial security of any insurer. If you have any concerns about the security offered, please contact us immediately. A list of all relevant insurers from whom we hold a letter of appointment is available on request and displayed in our offices.

### Liability

Under no circumstances shall our maximum aggregate liability to a client, whether direct or indirect or consequential in respect of negligence, breach of contract or otherwise howsoever arising, exceed the sum of €1.85 million. This limitation on liability shall not apply in circumstances where our client is a consumer within the meaning of the Central Bank of Ireland's Consumer Protection Code 2012.

### Governing Law

Our terms of business shall be governed by and construed in all respects according to the laws of the Republic of Ireland, and the Courts of the Republic of Ireland will have exclusive jurisdiction over any dispute.



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## Privacy Notice – Effective from 25<sup>th</sup> May 2018

Martin Insurance Brokers ('MIB') is committed to respecting and protecting your privacy and would like you to feel safe when giving your details. To provide you with relevant information and respond to your requests, we sometimes request that you provide us with information about yourself.

Please read this Privacy Notice carefully as it will inform you of how we collect, use and disclose personal data we gather from you. Our activities are compliant with the provisions of the Data Protection Acts 1988 & 2003, the EU General Data Protection regulation ('GDPR') and any other Data Protection legislation/Acts passed as a result of the GDPR.

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### How We Process Your Data

MIB follow these principles relating to processing of personal data:

- a) We process personal data lawfully, fairly and in a transparent manner.
- b) We collect personal data for specified, explicit and legitimate purposes only.
- c) We only process personal data that is adequate, relevant and limited to what is necessary for the purposes of processing personal data.
- d) We keep personal data accurate and, where necessary, up to date. MIB take every reasonable step to ensure that inaccurate personal data is erased or rectified without delay.
- e) We do not keep personal data for longer than is necessary for the purposes of processing personal data.
- f) We process personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

If you provide information about someone else, such as an additional insured, you must have obtained this person's consent and have made them aware of the terms of this insurance. For motor insurance, you must also have obtained the additional insured's consent to allow us to verify their information via the Integrated Insurance Data System ('IIDS').

### What information we gather and why

We process your personal data in order to provide insurance quotation and placement service, i.e. processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract. We process your personal data to:

- introduce, propose or carry out other work preparatory to the conclusion of contracts of insurance
- carry out administration of contracts of insurance at inception, mid-term, renewal and throughout the term of the policy
- assist in the event of a claim
- comply with regulatory, industry and tax legislation
- carry out internal reporting.

### Who we share or seek information from

We may share your personal data with or seek information from a number of external parties, such as:

- insurers and third party underwriters that we obtain quotations from
- insurance software providers
- premium financing companies for the purposes of arranging a premium credit facility for you
- re-insurers
- parties acting on your behalf, e.g. insurance intermediary, insurer, loss assessor, solicitor, executor, garage, repairer, etc.
- parties acting on the insurer's behalf, e.g. loss adjusters, external investigators, medical practitioners, solicitors, repairers, etc.
- surveyors, advisors and consultants for the purposes of surveying or assessing a risk
- the Central Bank of Ireland, the Financial Services & Pensions Ombudsman or any equivalent supervisory or regulatory body
- the Gardaí, Revenue Commissioners or any other persons authorised by law to access records
- computer network maintenance companies.

### What information we keep

- Name
- Address
- Phone number
- E-mail address
- Date of birth
- Occupation
- CV's
- Convictions, claims, penalty points, etc.
- Risk details, e.g. driving licence, NCT, vehicle information, property, turnover/fee income, etc.
- Banking details for premium credit facility



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- Medical history.

It may sometimes be necessary to transfer personal information overseas. When this is needed, information is only shared within the European Economic Area (EEA) in full compliance with all aspects of data protection.

#### Retention periods

Type of data	Legal basis	Retention period
Personal customer data: all liability and Directors & Officers insurance policies	Consumer Protection Code 2012 The Statute of Limitations 1957 The Safety, Health & Welfare at Work (General Applications) Regulations 1993	Indefinitely
Personal customer data: all other insurance policies	Consumer Protection Code 2012	7 years from the date of the transaction or the date MIB ceased to provide product/service to the consumer
Credit card information	General Data Protection Regulation	For duration of the transaction

#### Your rights

- Right to be informed
- Right of access
- Right to rectification
- Right to erasure ('right to be forgotten')
- Right to restrict processing
- Right to data portability
- Right to object
- Right in relation to automated decision making and profiling.

Where you obtain an insurance quotation solely through our automated online quotation engine, you have the right to have such quotation reviewed by MIB staff member.

You have the right to withdraw your consent to us processing your personal data at any time by contacting us as per the section below.

#### Contacting us

If you have any questions or comments about our Privacy Notice or practices, or would like to exercise any of the above rights, please contact Compliance Officer at [info@martininsurance.ie](mailto:info@martininsurance.ie), who will review your request. You have the right to lodge a complaint with the Data Protection Commissioner at [info@dataprotection.ie](mailto:info@dataprotection.ie) if you are unhappy with any aspects of how your personal data is processed.

MIB may modify or update this Privacy Notice at any time without prior notice. You can check the effective date at the top of this document to see when the notice was last changed.



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