

## Terms of Business – Effective from 10<sup>th</sup> September 2021

We are pleased that you have selected Martin Insurance Ltd (“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. 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, H12 TY01 Tel: 049 4332944 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, Martevó, Professionalinsurance, Martin Construction Bonds, Fleetinsurance is regulated by the Central Bank of Ireland (C5089) as an insurance intermediary registered under the EU (Insurance Distribution) Regulations 2018. Details of registration are available on request or by contacting the Central Bank of Ireland on 1890 777 777. MIB is deemed authorised and regulated by the Financial Conduct Authority in the UK: the nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website. 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. MIB is part of Crotty Insurance Brokers Ltd and the Global Risk Partners Ltd (GRP) Group of Companies.

### 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 [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, i.e. we will analyse a sufficiently large number of contracts and product producers available to enable us to identify a contract most suitable to meet your needs. 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.

### Material Facts, Duty of Disclosure, Post-Contractual Stage and Claims - Consumers

You are required to answer all questions posed by us or the insurer honestly and with reasonable care. Where completed proposal forms or Statement of Facts are provided to you, these are important documents which 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 to the best of your knowledge and belief and that you did not make any misrepresentations. A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. 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, if it establishes that non-disclosure of material information was an effective cause of them entering into the relevant contract of insurance with you and on the terms on which they did.

Failure to disclose any material information and/or to answer all the questions honestly and with reasonable care, may 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.

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 reference in a contract of insurance to a “material change” means a change that takes the risk outside what was in the reasonable contemplation of both you and the insurer when the contract was concluded. If you are in any doubt as to whether there has been a change in the subject matter of the contract, then please contact us.

You must notify the insurer of a claim or any event that may give rise to a claim as soon as you become aware of it and within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and careful manner. If, after a claim is made, you become aware of information that would either support or prejudice the claim, you are under a duty to disclose it. If you make a false or misleading claim in any material respect, the insurer is entitled to refuse all liability and terminate the contract. The insurer is under no obligation to return any premiums paid under the contract.

### Failure to comply with the Consumer Insurance Contracts Act 2019

A court of competent jurisdiction can reduce the payout to you where you are in breach of your duties under the Act, in proportion to the breach involved. Full details of the amendments brought by this Act can be found on the dedicated section on our website [www.martininsurance.ie](http://www.martininsurance.ie).

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

If you are a business with an annual turnover of €3million or more, you 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 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 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 breach of the terms and conditions of any loan secured on your property.

### Right of Withdrawal and Cancellation

You have the right to withdraw from a contract of insurance sold on a face-to-face basis by giving a notice in writing to us or to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice period already provided under the EC (Distance Marketing of Consumer Financial Services) Regulations 2004 which is 14 calendar days in respect of policies sold on a non-face-to-face basis. The giving of such notice will have the effect of releasing you from any further obligation arising from the contract of insurance, and the insurer cannot impose any costs on you other than the cost of the premium for the period of cover. Should you cancel your policy outside the cooling-off periods above, insurers may apply short period rates and/or an administration charge.



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You can cancel your policy at any time by giving a notice in writing to us. Provided that all reasonable charges incurred by us have been paid and 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. 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 and providing the reason for cancellation. 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, H12 TY01 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).

#### **Failure to Pay or Defaults**

Unless otherwise agreed with us, failure to pay the premium in full on or before the inception/renewal/alteration date will result in the insurer cancelling or restricting 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 incepted/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. A Summary of Commissions document which details all arrangements for any fee, commission, other reward or remuneration paid to us by insurers is available on our website and in our office. The amount of any commission received by MIB from insurers will not be deducted from any brokerage fee payable by you.

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.

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 €50 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. 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. We are also members of Brokers Ireland Compensation Fund which offers up to 5 times more cover than the ICCL, where the latter has failed to adequately compensate any client of the member. The nature and extent of consumer protections may differ for our UK-based clients.



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### 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 €1,924,560. 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.

## Privacy Notice – Effective from 10<sup>th</sup> September 2021

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 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 this Privacy Notice.

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.

### About Us

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MIB is part of Crotty Insurance Brokers Ltd and the Global Risk Partners Ltd (GRP) Group of Companies, collectively referred to as 'we', 'us' and 'our' in this Privacy Notice.

### How We Process Your Data

We 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. We 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.

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### 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
- 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 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.

We 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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