

# JLT IRELAND

## TERMS OF BUSINESS

### INTRODUCTION

This document is intended to give you important information concerning our approach to arranging insurances for customers and how we will handle your insurance. Our intention in issuing this document is to establish clearly and concisely with you the basis and extent to which we will provide you with services in relation to general commercial and personal insurance (“the Services”) and to provide you with more general information on our services. If we make a material change to our terms of business, which affects you, we will provide you with details of the change as soon as possible. We are required by the Central Bank of Ireland to give you this document. We would therefore urge you to read this document carefully and use the information to decide if our services are right for you, particularly the sections entitled Managing your requirements and Client money. If you do not wish our relationship to be governed in such a manner you need to advise us in writing before we proceed to arrange the insurance.

This document takes effect from 25<sup>th</sup> May 2018 or whenever it is received (whichever is later) and supercedes any Terms of Business that may have been previously issued to you by us. In this document “we”, “us” and “our” means JLT Insurance Brokers Ireland Ltd.

#### JLT can be contacted at:

(1) Friends First House Cherrywood Business Park Loughlinstown Dublin 18	(2) Building 5200 Cork Airport Business Park Cork
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(1) Tel: (01) 202 6000 Email: <a href="mailto:jlt@jlt.ie">jlt@jlt.ie</a>	(2) Tel: (021) 454 9500 Email: <a href="mailto:jltcork@jlt.ie">jltcork@jlt.ie</a>
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### 1 Who we are and regulation

- 1.1 JLT Ireland, JLT Financial Services, GIS Ireland, Charity Insurance, Teacherwise, Child Care Insurance, JLT Online, JLT Trade Credit Insurance, JLT Sport are trading names of JLT Insurance Brokers Ireland Limited, whose principal place of business is Cherrywood Business Park, Loughlinstown, Dublin 18, and who is a wholly owned subsidiary of Jardine Lloyd Thompson Group plc. We also trade at Aviva House, Building 5200 Cork Airport Business Park, Cork.
- 1.2 We are regulated in Ireland by the Central Bank of Ireland as an Investment Intermediary and are a member of the Irish Brokers Association.
- 1.3 We are authorised by the Central Bank of Ireland under the Investment Intermediaries Act, 1995 and registered with the Central Bank of Ireland as an Insurance Intermediary under the EC (Insurance Mediation) Regulations, 2005. Copies of our various authorisations are available on request. We

are also registered with the Competition and Consumer Protection Commission to act as a Credit Intermediary.

- 1.4 We are authorised to provide investment advice, and to receive and transmit orders in relation to:
  - Units or shares in collective investment schemes including unit trusts and UCITS
  - Tracker bonds
  - Insurance policies, and
  - Personal Retirement Savings Accounts (PRSAs)

- 1.5 We are subject to and comply with the provisions of the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards as laid down by the Central Bank. See their website for further details ([www.centralbank.ie](http://www.centralbank.ie)).

### 2 Explaining our services

- 2.1 We will offer advice on a fair analysis basis in relation to all classes of insurance policies. This means we will research the market place and providers and recommend the best product to suit your own needs. Where we do not provide a product or service on the basis of a fair analysis of the market we will disclose to you the names of those product producers whose products or services we intend to consider as part of the analysis. We will provide you with a quotation, all relevant documentation and will administer your insurance. The provider of your product is outlined in the summary of cover.

#### 2.2 JLT Ireland Schemes

##### 2.2.1 Charity Insurance

Where qualifying criteria allow Charity Insurance can offer combined property/liability insurance with cover requirements specific to the charity sector. These covers are underwritten by Hiscox Underwriting Ltd.

##### 2.2.2 JLT Sport

Where qualifying criteria allow JLT Sport can offer combined property/liability insurance with cover requirements specific to the sports sector. These covers are underwritten by Irish Public Bodies Mutual Insurances Limited.

##### 2.2.3 Community Services Programme / Community Employment

We only offer one insurance product which is underwritten by Allianz Corporate Ireland plc.

##### 2.2.4 Irish Electrical Contractors Scheme

Where qualifying criteria allow we can offer combined property/liability insurance with cover requirements specific to the electrical contractors' industry. These covers are underwritten by Hiscox Underwriting Ltd.

**2.2.5 Insolvency Scheme**

Where qualifying criteria allow we can offer combined property/liability insurance with cover requirements specific to the insolvency practitioners industry. These covers are underwritten by Hiscox Underwriting Ltd.

Our involvement with JLT Scheme Insurers is pursuant to a contract with each insurer, a binding agreement that allows us to provide quotations, grant cover and administer your insurance, including the collection of premiums, and where applicable, the payment of valid claims on insurer’s behalf. We deal with these insurance undertakings although we are not contractually obliged to and we review the market periodically.

**2.3 Private Medical Insurance**

We only offer insurance products for private medical insurance which are underwritten by Irish Life Health DAC.

**2.4 Claims Handling**

Details of our claims handling and cancellation processes follow in this document.

**2.5 Risk Management Services**

In the event you avail of our Risk Management Services we would ask you to note that such services are not regulated by the Central Bank of Ireland.

**3 Managing your requirements**

**3.1** We will make a recommendation for you after we have assessed your needs for insurances by means of a series of questions appropriate to the nature and complexity of the product or service. Your requirements will be addressed in writing which explains the reason why the product or service is suitable. However, if we cannot match your requirements, we will explain the differences in the service or policy we offer so that you can make an informed choice. On receipt of your instructions we will transmit orders on your behalf to one or more product producers (a list of which is available on request). We would draw your attention to the section entitled Duty of disclosure.

**3.2** Information about products and services – We will provide you with a summary of the insurance(s) explaining all the main features of the insurance, important details of cover and benefits, any significant or unusual restrictions or exclusions, any significant conditions that you must meet and the period of cover. We strongly recommend that you read the information we send to you and contact us immediately if any aspect is unclear. When we arrange cover by telephone we will cover all aspects of the contract in detail at that time.

**4 Client money**

**4.1** We keep client money separate from our own money. We do this by paying it into a designated ‘Client Premium Account’.

**4.2** Information on costs – Premiums detailed in your invoice are normally quoted inclusive of the

Government Levy at the prevailing rate – any other costs or fees as allowed for, see Remuneration and Fees below, will be explicitly detailed in your quotation and clearly explained before we provide you with the service.

**4.3 Remuneration and Fees**

Our principal remuneration for arranging the insurance will be by way of commission, being a portion of the premium paid which is allowed to us by Product Producers for introducing the insurance to them. Details of commission arrangements are available on request (some product producers do not pay a commission). We are also remunerated by a fee in addition to retained commission for the initial placing of each policy, administering the insurance and/or providing claims and other insurance related services. A fee is also charged for the activity involved in the renewal of each policy and also any alterations that take place during and at termination of a policy. Fees may be described by us as administration, brokerage or service fees. A scale of our fees is under noted.

Class of Business	Initial Fee up to:	Renewal Fee up to:	Other Policy alterations / requests for duplicate documentation fees up to:
Commercial	20% of premium	20% of premium	20% of premium
Private Motor	€40	€40	€40
Household	€40	€40	€40
Travel	€20	€20	€20
Caravan	€20	€20	€20
Premium Finance	Nil	Nil	€20 (defaults and cancellations)

Bank charges incurred by us will be charged to you. We reserve the right to amend these fees should the complexity of the product or service require a higher fee. We will confirm and agree this fee with you prior to any increased charge being applied. You may also opt to pay in full for services by payment of a fee. If you choose this option we will advise you fully of the estimated fee in advance of providing our service.

If you require assistance from us with a claim which requires a significant amount of time or expertise or which is otherwise onerous on our part, we reserve the right to charge for such services, such charge to be agreed with you before we provide the services in question.

In addition to the above, you should be aware that we and/or other members of the Jardine Lloyd Thompson Group may receive additional income from the following sources:

- Interest earned on insurance monies passing through our client money bank accounts;
- Expense allowances, commissions from Insurers for managing and administering certain lineslips, covers, binding authorities and other similar facilities, including claims which may arise thereunder, all of which we believe enable access to expert Insurers, more efficient service and competitive terms to be provided across a portfolio of business (details of these facilities are available on request);
- Profit commissions or profit shares paid by Insurers on specific facilities and arrangements for a limited class of business;
- Income derived from arranging premium finance;
- Administrative or consultancy fees which may be paid or allowed by Insurers for:
  - a) arrangements under which we seek to improve and facilitate the cover provided by Insurers to Insured customers by benchmarking and enhancing the product offered by Insurers;
  - b) arrangements to maximise the risk appetite of insurers for particular classes of business in order to better meet the requirements of clients;
  - c) financial management, business processing and policy administration or other services (supplementary to services we furnish to you) provided direct to Insurers.

We will deal with you openly and, when requested, we will disclose the amount of any additional income (or where that is not feasible, a reasonable estimate of the additional income or its basis of calculation) from the above and any other sources that we may receive in relation to insurance we arrange.

We would also ask you to note that we may have arranged or be requested to arrange, facultative or treaty reinsurances for the insurer(s) with whom we effect the insurance. These reinsurances are separate and distinct contracts where we act as the agent (or sub-agent) of the insurer(s) concerned and for which remuneration may be paid separately by the insurer(s) or their reinsurer(s) and are outside the scope of our agreement with you.

#### 4.4 Return Premiums

In accordance with the Consumer Protection Code any rebate due to a Consumer will be paid in full and any charges owed or commission clawed-back, relative to this or any other policy, will not be deducted from the rebate unless you have previously consented in writing to the charge. Where a premium rebate is due to you and the value of the rebate is €10 or less we will offer you the choice of:

- a) Receiving the premium rebate
- b) Receiving a reduction from a renewal premium or other premium currently due to JLT Insurance Brokers Ireland Ltd
- c) JLT Insurance Brokers Ireland Ltd making a donation on your behalf to a registered charity.

We will seek your consent on each occasion should this arise.

#### 4.5 Premium Handling

We accept payments in cash, by cheque and by 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. Premiums are due on / or before renewal / inception date. Under Central Bank legislation very strict rules apply in the payment of premiums to insurance companies. We will not be able to pay premiums to Insurers which have not been received from clients. Therefore, to avoid policy cancellation, premiums must be paid strictly within the credit terms, if agreed, otherwise immediately prior to cover incepting.

### 5 Duty of disclosure

- 5.1 You must be aware of the duty of disclosure in relation to insurance and the severe consequences of its breach. The duty of disclosure which applies to your policy will depend upon the law(s) of which country is applicable to the Insurance. Please check your policy to determine the applicable law.
- 5.2 The duty of disclosure under Irish law is a duty to pass on to the Insurers all material information relating to the risk under consideration. 'Material' in this context refers to all information, which prudent Insurers (not necessarily the Insurers in question) would wish to take account of when considering whether or not to accept the risk and, if so, upon what terms and at what price. Material information does not necessarily have to actually increase the risk.
- 5.3 The duty of disclosure continues up until the insurance has been concluded and 'resurrects' in the event of any amendment to the risk during the policy period or extension/renewal. It may also be that the terms of the policy include specific ongoing disclosure conditions or warranties which effectively extend the duty of disclosure post inception of the policy. In completing a proposal or claim form or any other material document relating to an insurance policy and in providing information to or for Insurers, the accuracy and completeness of all answers, statements and/or information is the policyholder's own responsibility and it is of paramount importance that all relevant information is provided and that it is accurate. Should you so require, you may request that we assist you by providing examples of the sorts of matters which ought to be disclosed as being material or arguably material, in general terms, or specific to your risk from the knowledge we gain from working with you to understand your risk.
- 5.4 In the event that there is a breach of the duty of disclosure, the Insurers have the right to avoid the insurance from its commencement. Under such circumstances, the Insurers would be entitled to seek recovery of any claims already paid by them under the insurance, although at the same time the

Insurers would generally be obliged to return paid premium (in the absence of dishonest conduct). The duty of disclosure and the consequences of its breach may vary to a limited degree from the foregoing, dependent upon the law(s) of which country is applicable to the insurance. If you are in any doubt as to the ambit of the duty of disclosure or whether a piece of information ought to be disclosed, please do not hesitate to contact us.

- 5.5 We are required also to advise that failure to make full disclosure of material facts may also cause difficulties for you in trying to purchase insurance elsewhere. 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 that property.
- 5.6 If the Insurance is governed by the laws of England and Wales, Scotland, or Northern Ireland, the duty will vary depending on whether you enter into the Insurance in the course of your trade, business or profession.
- a) If the Insurance is wholly or mainly for purposes unrelated to your trade, business or profession (a "UK consumer insurance contract"), you are under a duty to take reasonable care to answer all the questions asked by the Insurers and us in connection with your Insurance, whether through a proposal form or otherwise, honestly, to the best of your knowledge, and to provide complete, accurate and relevant details. If you make a misrepresentation to the Insurers (whether innocently or otherwise), the Insurers may be entitled to impose additional policy terms, or to reduce a claim payment, or even to cancel the policy and refuse all claims. If you make a deliberate or reckless misrepresentation, the Insurers may cancel the policy and refuse all claims, and in these circumstances the Insurers will be entitled to retain any premium paid by you. You should note that failure to comply with a request at renewal to confirm or amend particulars you have previously given may amount to misrepresentation which could prejudice your Insurance cover in whole or in part.
- b) If the Insurance is not a UK consumer insurance contract, the duty is one of fair presentation of the risk. It is a duty to provide to the Insurers:
- i. disclosure of every material circumstance which the Insured knows or ought to know, or
  - ii. failing that, disclosure which gives the Insurers sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purposes of revealing those material circumstances, in a manner which would be reasonably clear and accessible to a prudent insurer. This means that careful thought must be given to the manner in which information is presented.
- c) A material circumstance is one which would influence the judgment of a prudent insurer (not necessarily the Insurers in question) in determining whether to take the risk and, if so, on what terms. Examples of such circumstances could be the detail of any previous claims, whether related to this business or any previous businesses you have owned or been responsible for; changes in the materials used in the construction of your premises; or any changes in the nature of the security measures you employ. Please note that these examples are for illustrative purposes only and are by no means exhaustive or conclusive.
- d) It is important to understand who in your business has "knowledge" for the purposes of this duty:
- i. If you are an individual, you will be presumed to know what you actually know and what is known by the individuals responsible for your Insurance (such as your broker);
  - ii. If you are a corporate entity, you will be presumed to know what is known by the business's "senior management" and the individuals responsible for its Insurance (such as your risk management team and your broker).
- e) Please note that you will be treated as knowing:
- i. material circumstances of which you (or the relevant persons identified above) have actual knowledge;
  - ii. material circumstances which you (or the relevant persons identified above) suspect but you have deliberately refrained from confirming or enquiring about; and
  - iii. material circumstances about which you (or the relevant persons identified above) ought to know (i.e. circumstances which should reasonably have been revealed by a reasonable search of information available to you).
- f) This means that in some circumstances the responsible individuals will be required to make enquiries, and the information (and therefore the scope of those enquiries) may not necessarily be limited to that held by the business. If you are uncertain as to your obligations in this respect, please liaise with your primary point of contact at JLT Insurance Brokers Ireland Ltd.
- g) The duty of fair presentation continues up until the Insurance has been concluded and 'resurrects' in the event of any amendment to the risk during the policy period or extension/renewal. It may also be that the terms of the policy include specific ongoing disclosure conditions or conditions which effectively extend

certain disclosure obligations post inception of the policy.

- h) In completing a proposal or claim form or any other material document relating to an Insurance policy and in providing information to or for Insurers, the accuracy and completeness of all answers, statements and/or information is the policyholder's own responsibility and it is of paramount importance that all relevant information is provided and that it is accurate. Should you so require, you may request that we assist you by providing examples of the sorts of matters which ought to be disclosed as being material or arguably material circumstances, in general terms, or specific to your risk from the knowledge we gain from working with you to understand your risk.
- i) In the event that there is a breach of the duty of fair presentation, the Insurers are generally limited to "proportionate remedies", linked to what they would have done if the risk had been fairly presented. This may result in the imposition of different terms, or the proportionate reduction of claims where a higher premium would have been charged. In circumstances where the Insurer would not have entered into the contract on any terms it can avoid the contract and refuse all claims, but must return the premium. If the breach is deliberate or reckless the Insurer can avoid the policy, refuse all claims and keep the premium.

5.7 The duty of disclosure and the consequences of its breach may vary from that stated above, dependent upon the law(s) of which country is applicable to the Insurance. If you have instructed us to place cover governed by the laws of a country other than Ireland, England, Wales, Scotland or Northern Ireland we recommend that you obtain advice as to your obligations under the relevant law. If you are not sure about which law applies to your chosen policy, please refer to your normal contact.

5.8 If you are in any doubt as to the ambit of the duty of disclosure or whether a piece of information ought to be disclosed, please do not hesitate to contact us.

## 6 Warranties & subjectivities relating to your Insurance

You should familiarise yourself with all terms of any Insurance that you purchase. All warranties should be treated seriously and strictly complied with. Failure to do so may entitle the Insurer to decline a claim under your Insurance. If you discover that you are in breach of a warranty, then you should keep a record of the breach and when it was remedied. You should endeavour to remedy a breach as quickly as possible. If it is not possible to remedy the breach, you should advise us promptly. If you have any concerns or doubts, please contact us.

Where cover is subject to fulfilment of a particular requirement (known as a subjectivity) and that

subjectivity is not fulfilled, then your Insurance may be invalidated. So, it is very important that you promptly satisfy all subjectivities so that they can be removed.

## 7 Your cancellation rights

7.1 A consumer (as defined by SI No. 853 of 2004) has the right to withdraw from an insurance policy (as defined under 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. If the contract concerned relates to life assurance or to a personal pension plan, the cancellation period for the contract ends 30 days after the beginning of the period.

7.2 The right of withdrawal may be exercised by notice in writing to JLT Insurance Brokers Ireland Ltd, quoting your policy number. Should this right be exercised the Insurance Company may charge a pro rata premium for the period you are on cover. If the cover is motor insurance the premium cannot be refunded until the Certificate of Insurance and Windscreen Disc have been received by us. You, the customer can cancel your policy by notice in writing at any time.

7.3 Provided that all reasonable charges pertaining to costs incurred by us have been paid and provided that no incident giving rise to a claim has occurred in the current period of insurance, you will be entitled to a proportionate return of the premium for the un-expired period of insurance unless the policy is on a minimum and deposit basis, and if this is the case, no return will be allowed on the policy and this will be noted on your policy schedule. If you cancel during the first year (outside of the Cooling Off period) short term rates apply, please see policy terms and conditions. In the case of cancellation of motor insurance you must return the Certificate of Insurance and Windscreen Disc to us. Insurance companies normally reserve the right to cancel policies at any time by giving appropriate notice to your last known address. Please refer to your policy terms and conditions.

## 8 Default and remedies

8.1 We reserve the right to instigate cancellation proceedings in the event of the following:

- your non-payment of the premium due at inception, renewal or following a mid-term adjustment
- your bank returns your cheque due to insufficient funds or any other reason
- non-disclosure of relevant information
- Insurer imposed cancellation

8.2 Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents so we would ask



you to read these conditions very carefully. When your policy ends or is cancelled we will send you any documentation and information that you are entitled to on request.

## 9 Claims Services

- 9.1 We recognise the importance of a claim and the information provided in the policy explains what you need to do. Our advisors are available to offer help and guidance on making claims under your policy, for example, how to complete the form, when receipts are required and, if applicable, provide full details on the Personal Injuries Assessment Board.
- 9.2 If we do receive notification of a claim directly from you, we will either:
- inform you that the insurer will deal directly with you; and
  - provide you with the appropriate telephone number; or, if applicable,
  - within 5 business days of receiving notice of a claim, provide a claim form for completion.
- 9.3 We or an appointed claims handling firm will provide you with the claims related services described in this section in relation to the insurance(s) we arrange for you only to the extent that you wish to receive any of them and until such time as:
- a) our appointment to act as agent or sub-agent in relation to the insurance or any subsequent renewal of the insurance is terminated or not maintained; or
  - b) you fail to pay any claims service fee or disbursement within fourteen (14) days of it becoming due, where you have agreed to remunerate us separately for claims related services.

Thereafter and without any obligation on our part to do so, if we are not willing to provide you with any (further) claims related services in connection with the insurance, you agree to promptly and diligently assume responsibility yourself for handling all claims matters relating to the insurance and, where necessary, to use your best endeavours to secure the services of another insurance intermediary to assist you in such matters. Please note that, unless we have agreed otherwise with you in writing, the remuneration we earn by way of brokerage commission or fee should be considered only for the provision of the services described in the section of this document entitled "Explaining our services". Normally, it would not include any consideration for us to provide claims related services, which you may require at a later date in connection with the insurance.

## 10 Conflict of interest

- 10.1 In performing our services, situations may arise where we have conflicting interests and we wish to highlight our normal procedures in relation thereto.
- 10.2 Where the conflict arises in providing the limited services to the Insurers as described elsewhere in this document, we will refrain from performing any further services of a like nature for the Insurers

unless you have agreed otherwise in writing. Where we act as agent for two or more clients involved in the same or a related loss situation, we will advise the clients involved of our conflicting interests (if any) and take immediate steps to segregate the claim servicing functions provided to each of the involved clients.

These steps will normally include the assignment of different Handlers/Account Executives to represent the claim interests of each involved client and the establishment of direct communication procedures. Should a situation arise where our own interests conflict with any duty we owe to you, we will not proceed until such time as you have been fully apprised of the position and you have provided your informed consent on the manner in which we will proceed.

- 10.3 We recognise for conflicting interest situations that you may wish to secure the services of another intermediary to assist you with matters.

## 11 Data Protection

- 11.1 In order to provide you with our services, we will collect and use information about you such as your name and contact details, which may also include special categories of personal data (e.g. about your health) and information relating to criminal convictions and offences.
- 11.2 The purposes for which we use your personal data may include arranging and providing insurance cover and handling claims. More information about our use of your personal data is set out in our Fair Processing Notice <https://www.jlt.ie/YourData.html>. Please ensure that you review the Fair Processing Notice carefully. It provides you with information in relation to the processing of your personal data and how you are able to exercise your rights as a data subject.
- 11.3 You shall not provide us with personal data or other information which may be used to identify any individual other than such personal data that is necessary for us to perform the services. The personal data that you provide to us shall be accurate. We may pass personal data (which may include special categories of data) to third parties such as other intermediaries, insurers, reinsurers, loss adjusters, professional advisers, agents, partners, sub-contractors, our affiliates and to certain regulatory bodies who may require your personal data for the purposes described in the Fair Processing Notice <https://www.jlt.ie/YourData.html>.
- 11.4 In certain circumstances, we may be required to collect, use and process special categories of your personal data. We shall, where required under law, obtain your written consent to collect, use and process your special categories of personal data. Although you may withdraw your consent at any time, if you do we may be unable to continue to provide you with the services, process your enquiry and your insurance cover may stop.

- 11.5 At times, the provision of our services may necessitate the transfer of personal data to outside of Ireland and the European Economic Area (EEA) to countries that have less robust data protection laws. Any such transfer, including transfers to you if you are located outside the EEA, will be made with appropriate safeguards stipulated by applicable data protection laws.

## 12 Communication by email

- 12.1 Integrity and Receipt: There is no certainty of the completeness, accuracy or even the receipt by the intended recipient of a message or data file sent by email. As an insurance intermediary, we are concerned that using email as part of a contractual process might still in certain jurisdictions create an exposure for our clients and ourselves as their agent or professional advisor (e.g. in such areas as misrepresentation or non-disclosure of information, where corruption of data during transmission or missing data file attachments may not be immediately obvious to the recipient, and may adversely affect the offer and acceptance process of insurance contract terms). We accept no responsibility if information sent by you to us by email is incomplete or corrupted. We will also be entitled to act upon any instruction from you received by email which reasonably appears to have been sent by you. For important messages, we may ask for a confirmation of receipt and we will acknowledge or respond to those messages that we receive. Hard copies of messages may also be requested or sent where considered appropriate.
- 12.2 Confidentiality: By unavoidably having to use third party service providers to 'deliver' emails, confidentiality may be outside of the sender's control.
- 12.3 Appropriateness: Where receipt of a message by a given time/date is critical or the subject matter is of an important nature, such message may be better communicated by courier to ensure that it is received and can then be acted upon. Many insurance policies have provisions which require notice in writing in order to ensure compliance, particularly in relation to claims advices. The use of email in such circumstances may be inappropriate, unless the policy in question specifically allows for email to be used.
- 12.4 Legality: In the absence of any formal contract setting out the terms of communicating by email, it may be questioned in certain jurisdictions as to whether such communications are or will be legally admissible as evidence in any dispute, without considerable supporting evidence as to checks having been made on receipt, security and integrity of the communication.
- 12.5 Viruses: Although we regularly carry out virus checks on our computer systems and on data and communications received electronically, we accept no responsibility for viruses which may enter your system or data by these or other means.

- 12.6 We have a standard form contract which deals with the above issues more formally than this document. If you would like any email exchanges between us to be governed in a more formal way and we have not already done so, we would be happy to send you a signed copy of the contract for counter-signature.

- 12.7 We are unable to communicate with you or accept instructions from you by means of text messages or messages received other than via our corporate email addresses and any information sent by these means will be ignored.

## 13 Limitation of Liability

- 13.1 For the purposes of this clause, "we" shall mean JLT Insurance Brokers Ireland Limited and any other company which is wholly owned or controlled by Jardine Lloyd Thompson Group plc.
- 13.2 To the extent permitted by applicable laws, regulations or rules:
- 13.2.1 Any liability we may incur to you arising out of or in connection with the Services, whether in contract, tort (including but not limited to negligence), under the law of trusts or otherwise shall be limited:
- to reflect only that part of any loss or damage to you which we caused, taking into account any contribution which other people may also have had in causing that loss or damage; and, in any event;
  - in the aggregate to a maximum of €6 million;
- 13.2.2 We will not be liable to you for any indirect or consequential loss (including but not limited to loss of goodwill, loss of business, loss of profit or loss of savings) arising out of or in connection with the Services;
- 13.2.3 Notwithstanding the above, no limit of liability shall apply in the case of death or personal injury caused by our negligence, or in respect of any loss caused by our fraud; and
- 13.2.4 You agree that, given the level of our remuneration for the Services we provide to you and the level of risk accepted by us, it is fair and reasonable for us to limit our liability in accordance with these provisions.
- 13.3 The above limitations 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, to the extent that such code prohibits the above limitations on liability.

## 14 E-Commerce

- 14.1 We will seek to place and service insurance business in the most efficient manner, which increasingly is by means of electronic trading. Indeed, some insurers now require information to be submitted to them in this manner. Therefore,

where we consider it appropriate, we will exchange data and text with you, the Insurer(s) and other parties connected with the insurance using e-mail, through private insurance market networks and through web-enabled systems accessed via the Internet. The exchange of data between intermediaries and Insurer(s) by electronic means has long been a feature of the London Insurance Market, principally in relation to accounting and insurance claim processes.

## 15 Dealing with customer complaints

- 15.1 We are committed to providing the highest level of customer service and support, both promptly and fairly. From time to time however, circumstances may arise where the service experienced by you does not meet the required standard. Should you have any cause for complaint or difficulty with our service at any time, we ask that we are the first to hear of it.
- 15.2 Any complaint which you are unable to resolve to your satisfaction with our Customer Service staff should be stated clearly and sent to The Compliance Officer, JLT Insurance Brokers Ireland Limited, Friends First House, Loughlinstown, Dublin 18 or for the attention of the Chief Executive Officer at the same address. Each complaint will be acknowledged by us within 5 working days of receipt, updates will be advised in intervals of not more than 20 working days, we will endeavour to resolve the complaint within 40 business days and findings will be furnished to you within 5 working days of completion of the investigation. In the event that you are not entirely satisfied with the firms handling of and response to your complaint you have the right to complain to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
- 15.3 We have a complaints procedure and we will forward details of the complaints process to you upon notification.

## 16 Investor Compensation Act 1998

- 16.1 We are a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. The legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. However, you should be aware that a right to compensation would only arise where client money or investment instruments held by this company on your behalf cannot be returned, either for the time being or for the foreseeable future, and where the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation, or €20,000.

## 17 Irish Brokers Association (IBA) Compensation Fund Ltd

- 17.1 As a member of the Irish Brokers Association (IBA), JLT Insurance Brokers Ireland Ltd is also a member of the IBA Compensation Fund Ltd. Subject to the rules of the scheme the liabilities of its member firms up to a maximum of €100,000 per client (€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 ICCL (established by law) has failed to adequately compensate any client of the member.

## 18 Solvency & Selection of Insurers

- 18.1 Our selection of Insurers is generally based on our knowledge and experience of the relevant market sector, its products, our preference to deal with a limited number of Insurers in each market sector with whom we can develop trading relationships to the advantage of our clients, and the financial standing of the Insurers.
- 18.2 We use all reasonable endeavours to monitor using publicly available information, the financial standing of Insurers and to use only Insurers who have a satisfactory financial status. The financial standing or condition of any Insurers can, of course, change after the insurance has inception. We accept no responsibility for the financial standing or financial performance of any Insurers or to advise you of any change in the same before or after inception and will not be responsible in any circumstances in the event that they are unable for whatever reason to meet their obligations to you.
- 18.3 If you are concerned about the security of Insurers subscribing to your policies we can try to negotiate the inclusion within the terms of your insurance a security default clause. These clauses generally allow cancellation rights by the Insured of an Insurer's participation in the Insured's insurance programme, should such Insurer become insolvent or their rating fall beneath an acceptable level. Should you wish us to try to obtain the inclusion of such a clause in your policy, please discuss with your assigned JLT contact, although of course there is no guarantee that any particular Insurer would agree to such a security default clause.

## 19 Terminating Our Appointment

- 19.1 Either you or we may terminate our appointment to act as your agent in relation to the insurance by giving at least 30 days' notice in writing. Termination of our appointment does not affect either your or our rights, obligations or liabilities in relation to the insurance, which have accrued prior to the termination date, but following termination we will owe you no further obligations to provide any services in relation to your insurance.
- 19.2 As our brokerage commission or fee for bringing about or arranging the insurance is considered fully earned when the insurance incepts, any unpaid brokerage commission or fee will become immediately due and payable to us upon termination of our appointment. We may also be entitled to some or all of our fee, as agreed with



you, if our appointment is terminated before the insurance incepts.

## 20 Assignment

20.1 Neither we nor you shall assign, novate or otherwise dispose of or transfer rights or obligations under these Terms of Business save that you agree that we may on 21 days' written notice to you, transfer our rights and obligations under these Terms of Business to any other company which is wholly owned or controlled by Jardine Lloyd Thomson Group plc and which is able to perform the Services in accordance with these Terms of Business.

## 21 Enforceability

21.1 In the event any portion of these Terms of Business is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 22 Bribery and Corruption

22.1 As an organisation, we have in place strict anti-bribery and corruption policies and procedures in accordance with applicable regulatory requirements, rules, laws and regulations (from time to time in force). We will only trade with other persons who similarly adhere to all applicable regulatory requirements, rules, laws and regulations ("Bribery Laws"). In this regard, please refer to the section entitled "Code of Ethical Conduct".

22.2 When you are doing business with us, it is imperative and integral to our relationship with you, that each party to the relationship (you and us) should not (and should ensure that its agents do not) engage in any acts of bribery or corruption contrary to Bribery Laws.

22.3 We require any commercial organisation with whom we deal to have appropriate policies and procedures in place to ensure that no such acts of bribery or corruption take place.

22.4 Any breach of Bribery Laws by any party with whom we transact business will entitle us to serve immediate notice of termination of our agreement (including these Terms of Business) with such party.

## 23 Sanctions and Embargoes

23.1 In today's trading climate, we are increasingly seeing governments imposing sanctions and/or embargoes, and/or banks electing not to handle insurance transaction monies ("Measures") in respect of various countries or persons in such countries in relation to the provision of goods and services, including insurance. These Measures may restrict the provision of insurance or reinsurance cover or movement of monies and services under such cover.

23.2 Such Measures may require us to:

- investigate not only the insured or reinsured or the goods, property and/or interests which they

insure or reinsure but also any indirect beneficial ownership of relevant parties or property;

- suspend any movement of funds until a relevant governmental body confirms that no Measures are being breached and/or a licence can be issued; and/or
- 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.

23.3 In addition, some insurers or reinsurers may seek to cancel cover if they believe that it has become illegal because of the imposition of a particular Measure.

23.4 We will of course use reasonable endeavours to warn you should we become aware that any Measures may impact upon any insurance we place on your behalf or restriction to the payment of any premiums or claims.

## 24 Code Of Ethical Conduct

24.1 JLT Insurance Brokers Ireland Limited is committed to ensuring the prevention of bribery in all parts of its business and to conducting all of its activities in an honest manner. We expect all of the business counterparties who we work with to share this commitment and to promote the same high standards with their own suppliers and partners. Our Code of Ethical Conduct (the "Code") sets out in detail how we expect to handle business and what to do if confronted with issues of bribery or corruption. The Code is based on statutory requirements. The Code covers commitments against corrupt practices and commitments to ethical standards. In conducting business we:

- work to the highest standards of professional competence and integrity;
- refuse to accept or give gifts, hospitality or entertainment which might affect, or which are intended to affect, business judgement;
- accept hospitality offered in a business context only, and only if offered on a reciprocal basis;
- commit to complying with all applicable anti-bribery and anti-corruption laws;
- ensure that staff do not offer or make any bribe, unorthodox or unauthorised payment or inducement of any kind to anyone;
- maintain a working environment where staff can make reports of breaches of the Code in confidence and without fear of reprisals;
- act with integrity and without thought or actions involving bribery and corruption and will, where appropriate, include clauses to this effect in contracts offered to any suppliers and partners;

## JLT IRELAND TERMS OF BUSINESS

- ensure that every employee may report allegations of bribery or corruption without fear of retaliation;
- do not make direct or indirect contributions to political parties, organisations or individuals engaged in politics, as a way of obtaining advantage in business transactions;
- ensure that charitable contributions and sponsorships are not used as a subterfuge for bribery;
- ensure that no employee will suffer demotion, penalty, or other adverse consequences for refusing to pay bribes, even if such refusal may result in loss of business;
- establish and maintain an effective system of internal controls to counter bribery, comprising financial and organisational checks and balances over accounting and record keeping practices and other business processes related to the Code; and
- establish feedback mechanisms and other internal processes supporting the continuous improvement of the Code.

JLT Insurance Brokers Ireland Limited trading as JLT Ireland, JLT Financial Services, GIS Ireland, Charity Insurance, Teacherwise, Childcare Insurance, JLT Online, JLT Trade Credit Insurance, JLT Sport is regulated by the Central Bank of Ireland.

Directors: Eamonn Bergin, Paul Doherty, Adrian Girling (British), Aidan Gordon, Amanda Harton, Patrick Howett, Michael Lacey, Dan McCarthy, Raymond O'Higgins.

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