



TERMS OF BUSINESS Valid from 21 September 2020

Gleeson Curtin Limited t/a Gleeson Insurance

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries we will be happy to clarify them. If any material changes are made to these terms we will notify you.

Contact Details

Legal Name: Gleeson Curtin Limited
Trading Name: Gleeson Insurance
Address: 1 Upper Market Street, Ennis, Co. Clare
Tel No. & Fax No.: 065 6849666, 065 6849660
Email address: info@gleeson.ie

Authorisation with the Central Bank of Ireland

Gleeson Curtin Limited t/a Gleeson Insurance is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Communities (Insurance Distribution) Regulations, 2018 and as an Investment Product Intermediary under the Investment Intermediaries Act, 1995. Copies of our regulatory authorization are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

This firm is also authorised as a Credit Intermediary by the National Consumer Agency in respect of arranging premium finance on insurance related products, reference A003639/13. This can be verified on www.nca.ie.

Codes of Conduct

The firm is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website www.centralbank.ie

Our Services

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to all classes of non-life insurance – motor and household insurance, commercial insurance, entertainment and construction insurance, placement of high risk liability and high-risk material damage insurance, professional indemnity insurance, medical malpractice, libel and slander, product recall, latent defects, equestrian

liability, health insurance. We also provide advice on life, pensions and investments via insurance policies.

We do not have any 'tied' relationships with any institution that would compromise our ability to offer you impartial advice and choice. A list of the insurers with which we hold an agency is available on request. The firm does not have a shareholding in any insurer and likewise no insurer has a shareholding in our firm.

We will conduct our business with integrity, skill and care, always acting in our client's best interests.

The firm is a member of the Brokers Ireland (BI), and the Brokers Federation of Ireland (BFI).

Personal Lines Insurance and Commercial Lines Insurance

The firm provides advice on personal & commercial lines insurance on a fair analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs).

Life, Pensions and Investment Policies

The firm offers advice in relation to life assurance products (term cover, whole of life cover, income replacement, serious illness, pensions, savings, and investments) and to transmit orders on clients' behalf to any of the insurance undertakings or product producers from whom the Company hold letters of appointment. In all cases the company offers a fair analysis of the market and does not favour one provider over another.

Non Insurance Based Investments

In relation to non-insurance based investment products we provide advice on a non-independent basis, as we may receive remuneration from the product providers of such products. These products include structured products which may typically be listed bonds and shares, collective instruments, unit trusts, and tracker bonds. The product providers with which we currently hold agencies are BCP Asset Management and Wealth Options, Davy.

Ongoing Suitability of Investments

We do not conduct periodic suitability assessments of financial instruments on an ongoing basis, unless instigated at your request.

Remuneration Policy

Gleeson Curtin Ltd. is remunerated by commission and may, in certain circumstances, charge an arrangement, management, review or service fee. Such fees/charges will be shown separately on our invoices. Commission is deemed fully earned when a product is placed with a Product Producer and any return of premium will be credited to client's net of charges where agreed with clients. We may receive renewal or trail commission from

providers on an ongoing basis in order to provide you with service on an ongoing basis as required. Where applicable fees are charged on a time spent/disbursement basis and will be agreed at point of sale at a rate of €150 per hour. In determining the hourly rate any additional factors such as urgency, complexity and specialist skills will be taken into account and the standard rate will be amended accordingly. It is possible to pay for advice in full by way of fee and business will be affected without commission being charged. Where an override commission is received, this will be disclosed to you in general terms.

Arrangement fees in respect of private motor, commercial motor and all home insurance products are charged up to a maximum arrangement fee of €200.

Commercial business and employers/public liability up to a maximum of 15% of the premium, subject to a minimum of €200.

Fees for Mid Term Alterations/Duplicate Documents are up to €100/€50.

3rd Party charges

The following providers may levy a charge as part of a transaction. Whilst we cannot confirm the amount of the charge at this point, we will notify you as soon as we have ascertained it and prior to the completion of any contract of insurance:

Willis Risk Services (Ireland) Limited, O'Brien Finlay Insurance Associated Limited, Frost Insurances Limited, Hooper Dolan Insurances Limited, Thomond Underwriting Limited, Alan B Kidd & Co Limited. O Driscoll O Neill

General Insurance Business:

The firm is remunerated by commission from insurers on completion of business. Details of this remuneration are available on request.

Default or Remedies

Gleeson Curtin Limited will, if necessary, exercise its legal right to receive any payments due to it from clients for business services provided by it and to be reimbursed for any value obtained by this firm for clients arising from payments by this firm on behalf of clients who subsequently default in any payment due to this firm. Product producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your product terms and conditions.

Conflict of Interest

It is our stated policy to avoid any conflict of interest when providing a service to our clients. Where an unavoidable conflict of interest arises Gleeson Curtin Limited will make you immediately aware of the situation and seek your written confirmation to proceed. At all times Gleeson Curtin Limited endeavours to act to the best advantage of its customers in recommending the most suitable solution to each individual need.

Complaints Policy

It is the stated policy of the company to deal with complaints in an expedient and professional manner. Any complaint should be addressed to Michael Gleeson, Gleeson Curtin Limited, 1 Upper Market Street, Ennis, Co. Clare.

Any complaint made is recorded and acknowledged to you within 5 working days of the complaint being received. The outcome of any complaint will be communicated also in writing, within 5 days of completed investigations. Should the complaint take time to resolve, Gleeson Curtin Limited will keep you informed on a regular basis, at intervals of not greater than 20 working days. If we have not resolved the complaint within 40 working days, we will inform you of the anticipated timeframe within which we hope to have it resolved and we will also advise you of your right to refer the matter to the Financial Services and Pensions Ombudsman.

A copy of the company's comprehensive Complaints Policy is available on request.

Contact details of [Financial Services and Pensions Ombudsman](#) are as follows:

Lincoln House, Lincoln Place, Dublin 2.

Telephone 01 567 7000

Email: info@fspoi.ie

Duty to Disclose Information

It is important that you ensure that all information provided on proposal forms, claims forms, statement of facts and any other documentation relevant to your contract of insurance is complete and accurate. Convictions, physical disabilities and medical ailments (which may impair your driving) must be disclosed in relation to Motor Insurance. Property insurance, non-standard construction e.g. flat roof must be disclosed, as failure to do so could invalidate your insurance cover and also mean that your claim may not be paid. If you are in doubt as to whether information is relevant or not, please disclose it to us or the insurer.

Failure to disclose any material information to your insurers could invalidate your insurance cover and could mean that all or part of a claim will not be paid.

Optional Insurance Products or Additional Insurance Products

At the inception of a new policy or on a subsequent renewal we may offer you various optional insurance products or services such as legal protection or personal accident. Such optional covers or benefits will be clearly indicated to you as separate product(s) and the cost will be shown separately on our documentation. If you wish to avail of these optional extras covers or benefits please inform us.

Claims

It is essential that we are notified immediately of any claims or circumstances which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. The policy wordings

will describe in detail the procedures and conditions in connection with making a claim.

Call recording

It is our practice to record electronically our telephone calls with clients for verification, quality and training purposes. In relation to non-investment products under MiFID a copy of such conversations will be available on request for up to six years.

Data Protection and Confidentiality

The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. The data will be processed only in ways compatible with the purposes for which it was given. It will be necessary for us to disclose confidential information to insurers or other parties, our support service providers, and regulatory bodies where we reasonably consider such information to be material to the risk being covered, advice provided or transaction arranged. We would also like to keep you informed of insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call. If you do not wish to receive such marketing information please tick the box in the Terms of Business acknowledgement below. We may receive referrals from such firms and may advise them of any transactions arranged for you.

Client Monies/Receipts

Gleeson Curtin Limited accept payments in cash, by cheque or debit/credit card in respect of the classes of insurance which we transact and in circumstances permitted under the Consumer Protection Code. We are not authorised to accept cash or negotiable instruments in any other circumstances. A receipt will be issued in all instances.

Investor Compensation Company Limited (ICCL)

We are members 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. In the event that a right to compensation is established, the amount payable is the lesser of 90% of your loss which is recognised as being eligible for compensation or Euro 20,000. For further information, contact Investor Compensation Company Ltd at (01) 224 9955

Brokers Ireland Compensation Fund Limited

Gleeson Curtin Limited is 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

Consumer Insurance Contracts Act 2019

Certain provisions of the Consumer Insurance Contracts Act, aimed at enhancing consumer protection, are effective from 1 September 2020. Set out below are some specific points arising from the new legislation:

Subject to certain conditions, a consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 days after the date the consumer was informed that the contract is concluded. In the case of general insurance, the insurer cannot impose any financial costs on the consumer other than the cost of the premium for the period of cover.

The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

Post-Contract Stage and Claims

If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed

- 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or
- 10% of the claim settlement amount where the claim settlement amount is more than €40,000.

An insurer may refuse a claim made by a consumer under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

Any clause in a contract of insurance that refers to a "material change" will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the contracting parties when the contract was concluded.

The consumer must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

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

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

If, when making a claim, a consumer provides information that is false or misleading in any material respect (and knows it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they must notify the consumer on paper or on another durable means advising that they are avoiding the contract of insurance. It will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

Acknowledgement

I/We confirm that I/We have received a copy of Gleeson Curtin Limited Terms of Business document.

Direct Marketing

I/We confirm I/We have read the paragraphs in relation to Data Protection in the Terms of Business and above and consent to Gleeson Curtin Limited making contact with me by telephone, email, SMS text or letter in relation to product/service and market updates provided by Gleeson Curtin Limited.

To avail of these services, please tick here

Signed: _____

Print Name: _____

Date: _____

