



Terms of Business

Clear Insurance Ireland Ltd. T/A Clear Insurance Ireland & Techinsure.ie

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.

Authorisation with the Central Bank of Ireland

Clear Insurance Ireland Ltd. T/A Clear Insurance Ireland & Techinsure.ie ("the Company") is regulated by the Central Bank of Ireland as an Insurance Intermediary and is registered under the European Union (Insurance Distribution) Regulations 2018. In addition, Clear Insurance Ireland is authorised as a Credit Intermediary under the Consumer Credit Act, 1995 (as amended).

Clear Insurance Ireland Ltd is part of the Clear Group.

Clear Insurance Ireland is a member of Brokers Ireland (BI).

Codes of Conduct

The Company is subject to the Central Bank of Ireland's Fitness & Probity Standards, Consumer Protection Code and Minimum Competency Code. These Codes are available for inspection on the Central Bank of Ireland's web site (www.centralbank.ie).

Our Services

Services:

Clear Insurance Ireland provides a full range of non-life Insurance advice to the corporate and personal sectors including the placing of insurance contracts and related claims handling and risk management services.

We will also arrange credit facilities for clients.

The Company provides the following services:-

- Advising on the selection of all non-life insurance products best suited to its clients needs,
- Receiving and transmitting orders to Product Producers,
- Offering advice to clients based on a fair & personal analysis of the available market.

Remuneration Policy:

We will normally be remunerated by way of commission received from the Product Producer underwriting the policy of insurance. Pursuant to Regulation 68 of the Consumer Protection Code ,all commissions payable to us by Product Producers can be viewed on our website www.clearinsuranceireland.com We may in addition, charge a fee or brokerage and, should we do so, we will advise you of this in writing prior to you incurring liability for it. In the event of policy cancellation, this fee will be non-refundable.

The scale of our brokerage charges are, Class of Business	Initial Fee	Renewal	Any policy alterations
Commercial General Insurance Lines	Up to 40% of premium subject to a minimum of €25	Up to 40% of premium subject to a minimum of €25	Up to 40% of premium
Personal General Insurance Lines	Up to €250	Up to €250	Up to €250

De Minimis Amounts

Where, following the completion of a transaction on your behalf, a balance exists on your account which does not exceed €10, we may write this amount off in our accounts as an additional administration fee.

Credit Intermediary:

Clear Insurance Ireland may be in receipt of commission from Premium Credit Ltd. & Close Premium Finance Ireland Ltd. for credit facilities in respect of insurance policies arranged for clients of the Company.

The Company can arrange suitable premium financing with an approved institution subject to terms and conditions.

Premium Payments:

Premiums may be paid by cash, cheque, bank draft, Credit or Debit card and by Electronic Bank Transfer (EFT).

Receipts:

Clear Insurance Ireland will issue a receipt for all payments received in accordance with the Central Bank of Ireland’s Consumer Protection Code. These receipts are issued for our clients protection and should be held safely by the client.

**Handling Clients Money:**

Clear Insurance Ireland accepts payments by cash, cheque and major credit cards in respect of all classes of insurance contracts.

Clear Insurance Ireland cannot accept cash or negotiable Instruments in any other circumstances.

Credit Terms:

Clear Insurance Ireland operates a policy of strict credit control and premiums must therefore be paid in full on or before the renewal/inception/alteration date of the cover.

Credit/Default Policy:

We regret that credit cannot be extended to clients in respect of premiums, initial renewal or any additional. Initial or First Premiums must be paid at inception of cover, and renewal premiums, before the policy renewal date. Otherwise, the company will advise the Insurance undertaking or product producer involved and cover will be cancelled. Your individual policy document will contain details of default remedies and actions of the particular insurance undertaking in the event of your non-payment. On receiving your policy document you should read the terms and conditions applicable in detail.

In order to protect the interests of their clients Clear Insurance Ireland are prevented by financial regulation from paying any premiums to Insurers, which have not been paid to Clear Insurance Ireland. We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for services provided.

Conflict of Interest:

It is the policy of Clear Insurance Ireland to avoid Conflict of Interest when providing services to clients. Where an unavoidable conflict arises then, we will advise you of this in writing before providing any business service. If you have not been advised of any such conflict then, you may assume that none arises. A full copy of our conflicts of interest policy is available on request.

Data Protection:

Clear Insurance Ireland complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Clear Insurance Ireland is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data, but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice, which can be seen on our website www.clearinsuranceireland.com

We will ensure that this Privacy Notice is easily accessible. If this medium is not suitable to you, we will ensure that you receive a soft copy via email or a hard copy on request.

Please contact us at ireland@thecleargroup.com if you have any concerns about your personal data.



Documentation:

Clear Insurance Ireland will issue all relevant Insurers documents to its clients. These should be read to ensure that they are in accordance with the insurance requirements.

It is also of vital importance that these documents be retained in a safe place as these documents are the basis of the contract between the Insured and the Insurer.

For the full details of the cover terms and conditions please refer to the policy documents.

Written appointment from Product Producers:

Clear Insurance Ireland hold letters of appointment from all the main Insurers.

Complaints Procedures:

In the event of a complaint, please contact or address correspondence to The Managing Director, Clear Insurance Ireland, Building 5200, Cork Airport Business Park, Cork T12FDN3

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firms established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint in writing within 5 working days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 working days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Tel: (01) 567 7000 ,Email: info@fsp.ie Website: www.fspo.ie A full copy of our complaint's procedure is available on the firm's website and on request.

We will maintain an up to date record of all complaints including all relevant correspondence, records and any action taken.

Consumer Insurance Contracts Act 2019

The following sections apply to consumer duties and rights arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers.

Non-Consumer Commercial clients have no duties and rights under this Act, and therefore the following sections do not apply to them.

Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer' .

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

Completed proposal forms/statement of fact

Completed proposal forms or Statements of Facts will be provided to you. These are important documents as they 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.

You are under a duty to pay your 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 you if you are in breach of your duties under the Act, in proportion to the breach involved.

Cancellation of a Contract of Insurance

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies and only on sales that took place on a non-face to face basis (distance sales).

If you have taken out a general insurance contract, and we have not met face to face during the process, you may cancel the contract by giving notice in writing to us within 14 days after the date you were informed the contract is on cover.

If you have taken out a general insurance contract, and we have met face to face during the process, you may cancel the contract by giving notice in writing to the insurer within 14 working days after the date you were informed the contract is on cover.

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right to cancel does not apply where, in respect of general insurance, the duration of the contract is less than one month.

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 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 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 both you and the insurer when the contract was concluded.

You 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.

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

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

If you make a false or misleading claim in any material respect (and know 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 may notify the consumer advising that they are voiding the contract of insurance, and 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.

Commercial Customers: Non-Consumers

Disclosure of Information

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

Investor Compensation Scheme

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act.

The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme, and our firm is a member of this scheme.



Compensation may be payable where money or investment instruments owed or belonging to clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so.

A right to compensation will arise only:

If the client is an eligible investor as defined in the Act; and

If it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and

To the extent that the client's loss is recognised for the purposes of the Act.

Where an entitlement to compensation is established, the compensation payable will be the lesser of:

90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or

Compensation of up to €20,000.

For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955. **Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC)**

As a member of Brokers Ireland (BI), Clear Insurance Ireland is also a member of the BI Clients' Compensation and Membership Benefits Scheme (BIC). Subject to the rules of the scheme, the liabilities of member firms up to a maximum of €100,000 per client (€250,000 in the aggregate) may be discharged by the Fund on its behalf of a member, if the member is unable to do so, where the above detailed ICCL (established by law) has failed to adequately compensate any client of the member.

Professional Indemnity Insurance

Clear Insurance Ireland holds professional Indemnity Insurance up to a limit of €5,000,000 any on claim.

Limitation of Liability:

Clear Insurance Ireland does not in any way whatsoever accept any responsibility or liability to you as a corporate client, business or as a consumer under any circumstances for any:

(a) special, indirect or consequential loss or damage or any loss of profit, income, anticipated savings, production or accruals; or

(b) loss following declinature of a claim, or reduction of any claim indemnity payment or avoidance of your policy by an insurer which results from your:

- failure to provide complete and/or accurate information which we or your insurer have requested from you in quoting for any risk we place on your behalf; or
- breach of any terms, conditions or warranties within your policy of insurance; or
- failure to comply with any of the claims conditions in your policy of insurance.

Sub-clauses ii) and iii) above do not apply where such breach or failure was caused as a direct result of a breach of duty in the provision of our professional services.



Unless otherwise agreed in writing, our total aggregate liability to you in respect of any one claim or series of related claims shall not exceed €5,000,000 (Five Million Euros).

Our liability to you shall also be limited the extent of our responsibility for any loss, taking into account the responsibility of other parties, including you and any sub-broker or placing broker. You agree that our liability shall not be increased by your inability to recover from such other person or party, or your decision not to recover from any other person or party. We will only accept liability for wrongdoings which are due to breach of contract, negligence, breach of professional duty or breach of trust. We do not accept liability for losses which: are contributed to by your own negligence; or which are not a reasonably foreseeable consequence of our actions.

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for any fraud, fraudulent misrepresentation or breach of any regulatory obligation.

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Attached are the Company’s Terms of Business, which outline the basis on which we provide Services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further service to you.

Consent to contact

Here at Clear Insurance Ireland we take your data Protection seriously and will only use your data as discussed with you in our privacy statement.

However, from time to time we may wish to contact you in relation to other non-life products, updating you on offers, services that we provide that we feel may be of interest to you.

Agreed methods of contact

Email

Phone

SMS

Post

Please do not contact me

Customer Signature.....

Date

* Even if you do subscribe consent to contact now you can