

## **GENERAL TERMS OF BUSINESS FROM FEB 2019 UNTIL FURTHER NOTICE**

These Terms of Business set out the basis on which Creane & Creane Limited will provide services to you, our valued client. Creane & Creane Limited trades under several trading names, set out below. For simplicity, the remainder of these Terms of Business will refer to us by our principal trading name; Creane & Creane Insurance. These Terms of Business apply to clients who purchase Non-life Insurance, Health Insurance and Insurance Premium Finance from Creane & Creane Insurance; a separate Terms of Business document applies to clients who purchase Life Assurance, Pension and Investment products from us. By proceeding with your policy through Creane & Creane Limited you agree to the terms as per this Terms of Business document. Please ensure that you have BOTH READ AND UNDERSTOOD these terms and if you've any queries, please contact us. This Terms of Business document supersedes with immediate effect any others that we have previously issued to you.

Your direction to bind cover and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of this Terms of Business Agreement.

## **ABOUT CREANE & CREANE INSURANCE**

Creane & Creane Limited, trading as Creane & Creane Insurance, Bestquote Creane & Creane and Volvo Car Insurance, is regulated by the Central Bank of Ireland.

Head / Registered Office: 23/24 Main Street, Enniscorthy, Co. Wexford | Registered in Ireland, number 24755, Central Bank No. 1371 Phone: (053) 9243100 | Fax: (053) 9239962 | E-mail: [info@creane.ie](mailto:info@creane.ie) | Web: [www.creaneandcreane.ie](http://www.creaneandcreane.ie)

## **REGULATORY & AUTHORISED STATUS**

Creane & Creane Insurance is authorised by the Central Bank of Ireland as an Authorised Advisor under the Investment Intermediaries Act 1995 (as amended) and as an Insurance Intermediary under the European Communities (Insurance Distribution) Regulations 2019. Our status as a multi-agency Insurance Intermediary can be verified by checking the registers held by the Central Bank of Ireland on their website: [www.centralbank.ie](http://www.centralbank.ie). Creane & Creane Insurance is also authorised by the National Consumer Agency as a Credit Intermediary.

## **CODES OF CONDUCT**

Creane & Creane Insurance is subject to and complies with the following Central Bank of Ireland Codes of Conduct: Consumer Protection Code, Minimum Competency Code and the Fitness & Probity Standards. These codes offer protection to consumers and can be found on [www.centralbank.ie](http://www.centralbank.ie)

## **SERVICES PROVIDED**

Creane & Creane Insurance is an impartial Insurance Broker and a Credit Intermediary. As an impartial Insurance Broker we are in a position to place your business with a very wide range of product producers in the Irish, UK & European Insurance markets. We don't have a 'tied' relationship with any product producer which would compromise our ability to provide you with impartial advice and choice.

## **PRODUCTS**

Our authorisations enable us to provide our customers with a wide range of Insurance and Investment products. A non-exhaustive list of the products we can provide include: General (Non-life) Insurance Policies, Health Insurance, Insurance Premium Finance, Life Assurance, Long Term Disability and Specified Serious Illness Cover, Investment Bonds, Tracker Bonds, Personal Retirement Savings Accounts (PRSAs), Group Pensions and Deposits.

## **RECEIVE & TRANSMIT ORDERS**

We can receive and transmit orders, on your behalf, for products from each insurance company or financial services provider (Product Producer) with whom we hold an agency. A list of our current product producers is available on request from any of our offices.

## **FAIR & PERSONAL ANALYSIS**

We provide all our services on the basis of a fair & Personal analysis of the market. This means we will research the market on your behalf and recommend the product(s) that, in our professional opinion, are best suited to your own needs and objectives.

## **LIMITED ANALYSIS**

We provide advice on health insurance on a limited analysis basis providing services on the basis of a limited number of product producers available in the market. We provide advice in relation to Irish Life Health DAC.

**PREMIUM FINANCE** As a credit intermediary, Creane & Creane Insurance can arrange finance for your insurance premium.

## **INSURANCE SCHEMES**

We have agreed special packages (Insurance Schemes) with specific product producers for particular types of cover and for members of certain professional, trade or representative associations. The packages and product producers are selected following a thorough and fair & personal analysis of the market and an assessment that they are the most suitable for typical consumers of that type of cover or for members of those associations. Where we assess consumers as being eligible for these packages, we don't research the market on a case-by-case basis, but rather place the business with the preferred provider.

## **BINDING AUTHORITY**

We have entered into binding Authority agreements with some insurers. These agreements enable us to accept insurance business on the insurer's behalf, in accordance with the insurer's underwriting guidelines. Under these agreements we act as agent of the insurer in some regards. Where we intend to place your insurance under such an agreement we shall inform you prior to the inception of the insurance contract.

## **REMUNERATION**

Creane & Creane Insurance is remunerated by a combination of commission and fees. We are often remunerated by commission paid to us by: 1) Product Producers on placing of your insurance business with them and 2) Premium Finance Companies for arranging the finance of your premium with them. This commission compensates us for the work involved in placing an order and finalising the product with them on your behalf. The amount of commission earned will vary greatly depending on the product type and the product producer. A growing number of Product Producers pay no commission. Some Product Producers pay commission that is not related to the placement of individual policies with them but are based on other factors such as the volume of business introduced to them over time. Details of the commission earned by us on your policy will be disclosed at your request. The amount of any commission received by Creane & Creane Insurance will not be deducted from any fee payable. A maximum fee of 20% of the related premium for all classes of business except private car and household insurance is normally charged. A maximum charge of €50 is applied to each commercial motor premium or 20% of total premium value, whichever is higher. A minimum charge of € 100 is applied to all other commercial premiums. A placement charge of between €45 and €65 for private motor insurance and €30 for household insurance applies. Where a higher fee is charged this will be noted on your invoice. There is a minimum alteration charge of €20 per transaction for mid-term alterations. These charges are based on providing the following: sourcing a market, placing the risk, standard advice, claims handling, risk management direction and general servicing of your needs in your best interests. For provision of advice without placement of business we charge an hourly rate of €200 for Directors and Managers and €150 for Account Executives. The rate for support staff is €75.

The initial work and time spent in seeking the best terms, advice, product and product producer for your specific needs;

The work carried out on the renewal of your policy, ensuring that the policy(-ies) recommended to you are suitable for your needs;

Arranging premium finance on your behalf;

Alterations, amendments and endorsements to your policy;

Duplicate documentation requested by you; Insurance consultancy work, including risk management advice and surveys;

Administration work on payment defaults, including Direct Debit defaults, bounced cheques etc; Claims handling assistance and general insurance advice; and any other activity detailed in our schedule of charges.

## **SCALE OF FEES & CHARGES**

Creane & Creane Insurance's detailed scale of fees & charges are available in our reception and on our website. We reserve the right to amend these fees should the complexity of the product require a higher fee. Any increased fee will be notified to you at least 30 days in advance of the due date. Fees may be waived by Creane & Creane Insurance in certain circumstances.

## **FAILURE TO PAY OR DIRECT DEBIT DEFAULT**

We reserve the right to instigate cancellation of a policy in the event of the following:

- Non Payment of the premium due at inception, renewal or following a mid-term adjustment
- Your Bank returns your cheque
- Non-Disclosure of relevant information

We will exercise our legal rights to receive any payments due from clients for business services provided.

### **CHARGES ON DIRECT DEBIT DEFAULTS**

Charges on Direct Debit Defaults and Dishonoured Cheques Creane & Creane Insurance can charge a minimum of €7.50 for processing each & every: (i) Direct Debit Default by the client and (ii) cheque received from the client which is subsequently dishonoured by the bank. Cheques may be dishonoured for various reasons including: insufficient client funds (bounced cheques), payments stopped by clients (stopped cheques) etc. This charge is in addition to any charge that may be levied by the Product Producer and/or Premium Finance Company.

### **RETURN PREMIUMS**

Creane & Creane Insurance incurs significant administrative costs when processing return premiums for clients and we reserve the right to charge you a fee equivalent to 10% of the return premium amount. In accordance with the Consumer Protection Code, this fee will not be charged without your prior written agreement. At your request a return premium may be put towards full/part payment of another premium due to us; we will, however, require your written instruction to do so. Where premiums are not paid within credit terms Creane & Creane Insurance reserves the right to offset premium rebates due to the client against any sums outstanding from that client to Creane & Creane Insurance and/or the client's Insurers.

### **Complaints Procedure**

The Company has a written procedure in place for the effective consideration and handling of complaints. Any complaint should be addressed in writing to the Complaints Officer, Creane & Creane insurance, 24 Main street, Enniscorthy, Co Wexford. This will be acknowledged within 5 working days of receipt, updates will be advised at intervals of not more than 20 working days and every effort will be made to resolve the complaint within 40 business days. The 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, contact may be made with the Brokers Ireland, 87 Merrion Sq., Dublin 2 and ultimately you have the right to complain to the Financial Services & Pension Ombudsman's Bureau, Lincoln House, Lincoln Place, Dublin 2, Tel: 01 567 7000 Email: info@fspoi.ie

### **CONFLICT OF INTERESTS**

It is the policy of Creane & Creane Insurance to avoid any conflict of interest when providing business services to our clients. However, where an unavoidable conflict arises you will be advised of this before any business service is provided. If you have not been advised of any such conflict you are entitled to assume that none arises.

### **INVESTOR COMPENSATION**

Investor Compensation Company Ltd (ICCL) Scheme This firm is a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and for the payment, in certain circumstances, of compensation to clients of firms covered by the Act. However, you should be aware that a right to compensation will only arise where 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 you fall within the definition of Eligible Investor as contained in the Act. The amount of compensation payable is limited to the lesser of 90 per cent of the amount lost or €20,000.

**Brokers Ireland Compensation Fund** As a member of the Brokers Ireland, Creane & Creane is also a member of the Brokers Ireland 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.

### **DATA PROTECTION**

Creane & Creane Insurances complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018

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 and in order to provide the highest standard of service to you. 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 (on our website) and Data Protection policy. We may need to collect sensitive personal information relating to you or anyone to be named on your policy or residing in your household to process your application. It is your responsibility to ensure that you have obtained the permission of that person to allow us to process their sensitive personal data as part of your application and to explain our Data Protection policy to them. We may share with insurance service providers' information we hold about you and your claims history. Our product producers may subscribe to insurances industry databases for fraud prevention purposes. We may also use your information for the purpose of complying with regulatory or legislative requirements, offering renewals, for research/statistical analysis and crime prevention. There may also be requirements to contact you by Email, Post, Phone, SMS Text for the purposes of discussing renewal terms of an existing policy with us or any other query directly relating to an existing policy with us. When you request a quote from us, you may receive a phone call or text message and/or email in relation to that quote.

We would also like to keep you informed of about new or existing insurance, investment products or special offers, and any other insurance related services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you.

You have the right to withdraw your consent at any time. If you wish to exercise this right, please notify us in writing.

You have the right at any time to request a copy of any "personal data" within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us by addressing enquiries to the Compliance Officer, Creane & Creane 23/24 Main Street, Enniscorthy, Co. Wexford if you have any concerns about your personal data.

#### **CALL RECORDING**

Creane & Creane Ltd records all telephone calls, inbound and outbound, for regulatory, quality, training and verification purposes.

**GOVERNING LAW & LANGUAGE** The laws of Ireland form the basis for establishing relations between you and Creane & Creane Ltd. All contracts, terms, conditions and communications relating to any policies you may enter with us will be in English.

Version Feb 2019