



Carriers Liability Policy Renewal Schedule

Issue date: 17 November 2023

Policy Number: CAL-1121-7689909
Assured: Frigore (IRL) Ltd
Address: Unit 3d North Point House, North Point Business Park, New Mallow Road, Cork
Business Description: Freight Forwarders
Broker: Aston Lark Europe Limited (Wexford)
The Bushels, Abbey Street, Commarket, Ferrybank South, Wexford
Period of Cover: 00.00 hrs on 23 November 2023 to 23.59 hrs on 22 November 2024
Conveyances: Approved powered vessels (as per Institute Classification Clause) and/or airfreight and/or rail and/or post and/or road vehicles including vehicles owned or operated by the Assured.
Issued by: Tysers Ireland Limited T/A Tysers Underwriting
Underwritten by: Chaucer Insurance Company DAC T/A Chaucer Dublin
Policy Excess: €300.00 each and every claim
Renewal Premium: €1,546.39 Minimum & Deposit. Adjustable at expiry.
Liability in respect of:
1. General Merchandise
2. Perishables / Temperature Controlled Goods
Territorial Limits: Worldwide (subject to the Excluded Territories Clause)
Errors and Omissions: Limit of Indemnity €150,000 in the aggregate. Legal costs in addition
Trading Conditions & Liabilities:

Trading Conditions & Liabilities	Limit of Indemnity	Estimated Charges	Rates
IIFA - SDR2 per kg	€375,000	€44,498	0.25%
Warehousing - IIFA - Freight Forwarding - SDR2 per kg	€300,000	€32,504	3.75%
Statutory CMR - SDR 8.33 per kg	€325,000	€42,028	0.53%

Storage locations: Bond Freeze Ltd, Bond Road, Dublin Port, Dublin D03X2W0

Additional Information:



Carriers Liability Policy Renewal Schedule

Endorsements:

IIFA Extension

It is noted and agreed this policy has been extended to indemnify you against your legal liability as a Freight Forwarder in respect of loss of or damage to goods in the event of IIFA standard trading conditions being overridden by a national or international convention.

This policy shall indemnify you to the full extent of your legal liability under a national or international convention up to the Limit of Indemnity stated in the Policy Schedule.

E30: Storage Conditions

It is noted and agreed that this policy has been extended to cover the Subject Matter whilst stored at the Risk Address(es) described in the Storage Locations Section of this Schedule.

Intruder Alarm Warranty

Unless otherwise agreed in writing by Underwriters, it is warranted that:

1. Subject matter insured in storage in premises owned by or under the direct control of the Assured shall be protected by an Intruder Alarm approved by Underwriters, installed inspected and maintained under contract by an NSAI-registered installer; and
2. The alarm system shall be kept in full working order and tested regularly, and shall be set for operation and all alarm system keys removed from the premises whenever that part of the premises used for storage or subject matter insured is unoccupied or closed for business; and
3. Underwriters shall be informed immediately if:

The Assured receive notice of withdrawal or reduction, or possible withdrawal or reduction, of Police or alarm company response to alarm calls, or

The alarm is otherwise rendered inoperable or ineffective

Stillage Warranty

Warranted that all subject-matter insured shall be stored a minimum of 10 cm (four inches) above floor level in premises owned by or under the control of the Assured and that written instructions that all subject-matter insured must be stored a minimum of 10 cm (four inches) above floor level shall be given to all third party warehouse operators used by the Assured for the storage of subject-matter insured.

Exclusions

The insurance does not cover:

1. Mysterious disappearance or unexplained shortage disclosed at normal stocktaking.
2. Theft, unless following violent and / or forcible entry into or exit from the premises.
3. Storage in basements or cellars, or otherwise below ground unless specifically in writing by Underwriter.
4. Storage in the open, unless specifically agreed in writing by Underwriters.
5. Storage at retail premises, unless specifically agreed in writing by Underwriters.
6. Terrorism.

Errors & Omissions Extension

Subject to the conditions, restrictions and exclusions herein or endorsed hereon, and in connection with your occupation as specified in the Schedule, this insurance is extended to indemnify you against your liability for claims made against you under your trading conditions during the policy period for damages, costs and expenses caused by your breach of duty by reason of any negligent act, negligent error or negligent omission, arising from failure to comply with instructions, faulty arrangements or clerical errors by you, your predecessors, any employee or sub-contractor in the course of the conduct of your occupation as specified in the Schedule but, we will not indemnify you for claims made:

- a) which arise from circumstances first notified to your prior to inception of this insurance.
- b) in respect of, fraudulent, criminal or malicious acts or omissions of you or your predecessors or any agent thereof, or by any person at any time employed by you or your predecessors.
- c) as a result of your insolvency.
- d) as a result of any inability to pay or collect any monies.
- e) by any Government Authority.
- f) as a result of defamation.
- g) as a result of death or disease of or bodily injury to any person.
- h) as a result of your acting as principal for the charter of the whole or part of any vessel or aircraft.
- j) for failure to comply with instructions to arrange insurance or for the inadequacy of such insurance.
- k) for loss of or damage to property.
- l) for liability as an employer to employees.
- m) for any professional advice given.

- n) for any fines or penalties relating to T-Forms and the like.
- p) for any increased limitation of liability under the applicable trading conditions, unless agreed by Underwriters.
- r) for breach of duty of care, where the claimant has no contractual relationship with you.
- s) for failure to comply with any Quota regulations or to make any Quota application.

The Policy Excess for this section is €750.00

Excluded Goods

This policy does not cover liability in respect of or arising from or caused by the following goods unless specifically noted in the Schedule or if in groupage containers, the contents of which have not been declared or are not known to the Assured.

- Wines, spirits, beer and the like.
- Cigarettes, cigars and tobacco.
- Audio and video equipment, microchips / circuit boards.
- Perfumery.
- Mechanically Propelled Vehicles / Motor Vehicles.
- Second-hand machinery,
- Livestock and Bloodstock.
- Jewellery, watches, precious metals and stones.
- Treasury notes, bullion, cash, bonds, deeds, stamps, securities, phone cards, gaming cards and similar items, manuscripts and documents.
- Household Furniture and Personal Effects.
- Non-ferrous metal and scrap.
- Furs.
- Specie.
- Explosives, weapons and ammunition.

Excluded Territories Clause

This Policy does not cover sendings to from or between any Country (ies) or Territory (ies) or to from or between any place within such Country (ies) or Territory (ies) listed in the Policy under Excluded Territories unless such cover has been expressly granted by the Company in writing prior to the commencement of any transit involving such sending.

Excluded Territories;

Afghanistan, Angola, Armenia, Azerbaijan, Crimea, Democratic Republic of Congo, Ethiopia, Iran, Iraq, Kazakhstan, Kosovo, Kyrgyzstan, Lebanon, Liberia, Libya, Nigeria, North Korea, Russia, Rwanda, Somalia, Sudan, Syria, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, Vojvodina, Yemen or any other country which is currently, or subsequently becomes, subject to a United Nations Resolution prohibiting trade.

Deterioration of Perishables / Temperature Controlled Goods

It is noted and agreed that Exclusion 4.5 Deterioration of Perishables is hereby deleted.

CARRIERS LIABILITY INSURANCE



Insurance Product Information Document

Company: Tysers Ireland Limited T/A Tysers Underwriting
Tysers Ireland Limited. is regulated by the Central Bank of Ireland

Product: Carriers Liability

This document summarises the cover available but is not part of the insurance contract. Full terms and conditions are set out in the Policy Document, while the schedule, which is issued when cover is taken out, renewed or changed, details the specific cover selected and the financial limits which apply. You should read your Policy Document and Schedule carefully and be aware of all exclusions and limitation applicable to your insurance.

What is this type of insurance?

This is a Carriers Liability Insurance Policy which indemnifies you the Insured for your legal liability for physical loss of or damage to third party goods in your custody or control as per your Trading Conditions and any International Conventions referred to in the Policy Schedule.



What is insured?

- ✓ Legal liability for physical loss of or damage to third party goods as described in the Policy Schedule.
- ✓ Legal liability for loss of or damage to Third Party Containers up to €30,000.
- ✓ Legal liability for Sub-Contractors provided the Sub-Contractor has insurance cover that is no less extensive than the cover provided by this policy and the Insured obtains written confirmation of such cover.
- ✓ Deterioration of Perishables / Temperature Controlled Goods if referred to in the Policy Schedule.
- ✓ Legal Defence costs.
- ✓ Legal liability due to Errors and Omissions if referred to in the Policy Schedule.



What is not insured?

- ✗ The applicable Policy Excess as stated in the Policy Schedule.
- ✗ Fraudulent claims.
- ✗ Excluded Goods as listed in the Policy Document unless referred to in the Policy Schedule.
- ✗ Deterioration of Perishables / Temperature Controlled Goods unless referred to in the Policy Schedule.
- ✗ Inadequate documentation.
- ✗ Insufficient packaging.
- ✗ Mildew, vermin, inherent vice.
- ✗ Insufficiency of insulation.
- ✗ Electrical or mechanical derangement unless caused by external means.
- ✗ Contamination.
- ✗ Shortage in weight, evaporation.
- ✗ Taint.
- ✗ Consequential loss and / or loss or market.
- ✗ Delay.
- ✗ Rust, oxidization, discoloration.
- ✗ Twisting and bending unless as a result of a road accident whilst in transit.
- ✗ Loss of or damage to third party goods in unattended vehicles as per Exclusion 4.14 as specified in the Policy Document.
- ✗ War, invasion, acts of foreign enemies, hostilities, destruction or damage to property by or under the order of Government or Public or local authority, or in consequence or strikes, lockouts, labour disturbances, riots and civil commotions.
- ✗ Any computer failure relating to date recognition or date change.
- ✗ Radioactive contamination, electromagnetic pulse or detonation of a nuclear / atomic device.
- ✗ Provision of cover or payment of a claim that exposes insurers to any sanction, prohibition or restriction.



Are there any restrictions on cover?

- ! Endorsements may apply to your policy. These will be specified on the Policy Schedule.
- ! Satisfactory references are obtained from reliable sources, checked and records kept in respect of all new employees engaged by the Insured.
- ! Misrepresentation or non-disclosure of any material fact may result in a claim not being paid.
- ! Liability for Deterioration of Perishables / Temperature Controlled Goods is subject to Policy Condition 2.18 as specified in the Policy Document.



Where am I covered?

- ✓ In transit within the Territorial Limits specified in the Policy Schedule.



What are my obligations?

- You must disclose all relevant information which could influence our acceptance of the risk or the terms offered such as previous losses or claims.
- Your premium is based on the information you provide when you are taking out the policy and the information provided must be honest, accurate and complete. If your circumstances change, you must inform us immediately. If you are not sure whether you need to inform us you should contact your Insurance Broker for advice. If the information you provide is not honest, accurate and complete the policy may be invalid and your claim may not be dealt with.
- You must pay the premium.
- You must observe and fulfil the terms and Conditions of your policy as failure to do so could affect your cover.
- You must take care of the Insured goods and take all practical precautions to avoid loss of or damage to the Insured goods.
- You must inform your Insurance Broker immediately following an incident whether you intend making a claim or not.
- You do not admit liability to any claimant nor take any steps to compromise or settle any claim.



When and how do I pay?

- For full details of when and how to pay, you should contact your broker.



When does the cover start and end?

- You may choose the cover start date which, along with the end date, is then stated in your policy schedule.



How do I cancel the contract?

- This contract may be cancelled by giving fifteen days' notice in writing.



CARRIERS LIABILITY POLICY

Please read this policy and the attached schedule which forms an integral part of the policy which forms a binding contract between you and your insurer, Tysers Ireland Limited T/A Tysers Underwriting. If it does not meet with your requirements you should inform us immediately through your insurance broker.

Tysers Ireland Limited T/A Tysers Underwriting is regulated by
the Central Bank of Ireland

01-09-2021



The insurance cover to which this document relates was granted by the holder of a Binding Authority in Ireland from Chaucer Insurance Company DAC T/A Chaucer Dublin for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this Binding Authority is:

Name: Tysers Ireland Limited T/A Tysers Underwriting

Address: Castle House, Main Street, Rathfarnham, Dublin 14, D14 X8H4, Ireland

Tel No: 00 353 1 490 8714

who, in conjunction with Chaucer Insurance Company DAC T/A Chaucer Dublin has all the powers required of him under the Insurance Acts and Regulations.

Chaucer Insurance Company DAC T/A Chaucer Dublin address is:

38 & 39 Lower Baggot Street, Dublin 2, D02 T938, Ireland

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- If this contract is subject to Irish Law, in the event of a dispute arising under the Policy, Underwriters at the request of the Assured will submit to the jurisdiction of any competent Court in Ireland, such dispute shall be determined in accordance with the law and practice applicable in such Court;
- Any Summons, Notice or Process shall be served upon their sole General Representative at the address stated above.



CARRIERS LIABILITY POLICY

Whereas the Assured described in the Schedule (hereunder called "the Assured") having made to Tysers Ireland Limited T/A Tysers Underwriting (hereunder called "the Insurer") a written proposal which with any amendments thereto is hereby agreed to be the basis of the contract and is deemed to be incorporated herein, and has promised to pay forthwith a premium at the rate herein to the Insurer, to insure against loss as herein stated, the Insurer agrees subject to the terms, conditions, limits of liability and exceptions contained herein, or endorsed or otherwise expressed heron, to indemnify the Assured against the Assured's legal liability for loss or destruction of or damage to goods or merchandise whilst in transit by approved conveyance and arising under the operation(s) specified hereunder.

Compliance with all the terms, provisions, conditions and endorsements of the Policy shall be a condition precedent to the right of the Assured to recover under this Policy.

The proposal and declaration signed by the Assured and particulars in writing submitted by or on behalf of the Assured or the Insurer shall be the basis of the contract and shall be held to be incorporated herein.

For and on behalf of Tysers Ireland Limited T/A Tysers Underwriting

John Kavanagh

Joint Managing Director

Examined and Countersigned.

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions.

SECTION 1: TYPE OF LIABILITY INSURED

Policy indemnity is applicable in respect of the following trading operations provided they are specifically listed and described in the attached Policy Schedule, together with details of Insured Items, Territorial Limits, Limits of Indemnity etc.

1.1 Trading Operations

1.1.1 Carried under the Assured's Condition of Carriage as advised to the Company, whilst in transit within the territorial limits shown herein including any loading, unloading, packing and unpacking, and / or whilst temporarily stored in the normal course of transit, and / or

1.1.2 Carried under Common Law whilst in transit within the territorial limits shown herein including any loading, unloading, packing and unpacking and / or whilst temporarily stored in the normal course of transit and / or

1.1.3 Carried under the Convention on the Contract for the International Carriage of Goods by Road (CMR) whilst in transit within the territorial limits shown herein including loading, unloading, packing and unpacking and / or whilst temporarily stored in the normal course of transit.

1.1.4 Warehouse under the Assured's Conditions of Warehousing as advised to the Company whilst in store at the Warehouse(s) shown herein, and / or

1.1.5 Forwarded under the Assured's Conditions of Freight Forwarding as advised to the Company whilst within the geographical limits shown herein, and / or

1.1.6 As specified in the attached Policy Schedule.

1.2 Third Party Containers

Legal Liability for loss or damage to Third Party containers in the custody, care or control of the Assured and for which the Assured is responsible.

Excluding containers hired, leased, loaned or borrowed by the Assured.

Limit of Indemnity any one incident or occurrence: €30,000

SECTION 2: CONDITIONS

2.1 Due Diligence

The Assured shall take all reasonable precautions for the protection and safe guarding of the goods or merchandise and or such protective appliances as may be specified in the Policy and all protective devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Insurers. It is the duty of the Assured, in the event that any property for which they are responsible be lost or damaged, to take all reasonable steps to effect its recovery or preservation. The Assured shall take all reasonable steps to ensure that their servants and or agents shall not accept goods or merchandise or property by or on behalf of the Assured unless subject to the provisions of the Assured's conditions; but notwithstanding inadvertent omission to apply the Assured's conditions without the knowledge or consent of the Assured, a claim which otherwise would have been payable under this Policy, shall not be invalidated.

2.2 Jurisdiction

In the event of a claim arising under this Policy, it is agreed that is shall be settled in accordance with the Law and Customs of the Republic of Ireland, and where proceedings are brought to determine any Claim such proceedings must be brought in the Republic of Ireland.

2.3 Subrogation

The Assured shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Insurers for the purpose of enforcing any rights and remedies of obtaining relief or indemnity from other parties to which Insurers shall be or would become entitled or subrogated upon paying any Claims arising under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by Insurers.

2.4 Sub-Contractors and/or Successive Carriers and/or Warehousemen

The expression "in transit" is extended to cover transit per Sub-Contractors' and / or Successive Carriers' vehicles and / or trailers and / or containers subject to the following additional Terms and Conditions:

The Assured shall ascertain that all Sub-Contractors and / or Successive Carriers and / or Warehousemen carry valid Insurance under which the vehicle and / or trailer and / or container limit is sufficient to cover the value of the subcontracted load (including all Customs or Excise Duties and / or any other charges) and that in all other respects the cover provided by such Insurance is not less extensive than the cover provided by this Policy, and the Assured shall obtain written confirmation of such cover, if required by the Company.



2.5 Insurable Interest

The benefit of this Policy shall in no circumstances whatsoever pass to Sub-Contractors or Successive Carriers / Warehousemen or the Insurers of Sub-Contractors or Successive Carriers / Warehousemen.

2.6 Deliveries

It is a condition precedent to the company's liability under this Policy that the Assured shall take all reasonable precautions to ensure that the property is not delivered by the Assured or his servants or agents to any person purporting to be the owner or his agent or a carrier or his agent unless the bona fides of the said person shall have been established beyond reasonable doubt.

2.7 Submission

The Submission and declaration forms which you have signed are the basis of this contract of Insurance. You warrant to us as Insurers that all information therein is correct.

2.8 Cancellation

This Policy may be cancelled at any time by either party giving 15 days' notice in writing, addressed to the known address of the Assured or to the Broker. Underwriters receiving notice will receive and retain the customary short term or earned premium whichever is the greater.

2.9 Non-Contribution

This Policy does not cover any liability or loss or damage which at the time of the attachment of liability or the happening of such loss or damage is insured by or would, but for the existence of this Policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected.

2.10 Conditions Precedent

It is a condition precedent to the Insurers liability under this Policy that satisfactory references are obtained from reliable sources, checked and records kept in respect of all new employees engaged by the Assured after inception date of this Policy and that the Assured shall take all reasonable steps to ascertain the reputation for reliability and honesty of Agents and Sub-Contractors and / or Successive Carriers employed by the Assured and that they hold and maintain an adequate current Insurance Policy providing cover not less extensive than the cover provided by this Policy or are financially able to meet liability for the loss or destruction of or damage to goods and / or merchandise in transit.



2.11 Material Facts/Duty of Disclosure/Alteration of Risk

When arranging this insurance through your insurance intermediary you declared that the answers you provided were, to the best of your knowledge and belief, true and complete in every respect and that you did not make any misrepresentations. A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. You acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked.

Failure to do so may lead to the voidance of your policy and/or your claim not being paid at all, or alternatively only part of your claim being paid to you.

Please note that any "alteration" clause in the policy or any clause which refers to an "alteration of risk" will apply only where the subject matter of the policy has changed or altered. Any clause of the policy which refers to a "material change" will be interpreted as referring to changes that take the risk outside that which was reasonably envisaged by both you and us when the policy sale was concluded. If you are in any doubt as to whether there has been a change in the subject matter of the contract which changes the risk to something that we did not agree to cover, then please contact your intermediary.

2.12 Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means are used by the Assured or anyone acting on the Assured's behalf to obtain benefit under this Policy all benefit shall be forfeited.

2.13 Alteration

If any change of circumstance after the commencement of the insurance directly or indirectly increases the risk of damage or injury this Policy will be voidable unless the insurer has agreed in writing to accept such alteration.

2.14 Premium Adjustment

If any part of the premium is calculated on estimates furnished by the Assured, the Assured shall:

- Keep an accurate record containing all particulars relating to such estimates
- If requested allow the insurer to inspect such record
- Within thirty days of the expiry of each period of insurance supply the Insurer with a correct declaration of such particulars and information as the Insurer may require in respect of the preceding Period of Insurance duly certified by the Assured's external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Insurer subject to the retention by the Insurer of any minimum premium as stated in the Policy or endorsed thereon.

2.15 Control of Claims

The Assured

- Shall not, except at their own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer.
- Shall not give any information or assistance to any person claiming against them without the consent of the Insurer.

The Insurer

- Shall for so long as they desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under the Policy.
- May before or after settlement of any claim use the name of the Assured to enforce for the benefit of the Insurer any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purposes connected with this Policy.

2.16 Currency

It is understood and agreed that the currency of all premiums sums insured indemnities and excesses shown in the schedule of this policy or any renewal notice or endorsement relating thereto shall be deemed to be in Euro.

2.17 Marine Insurance Act 1906

The terms, provisions, conditions and warranties of the Marine Insurance Act 1906 are deemed incorporated into this policy unless this policy be inconsistent therewith in which event the terms, provisions and warranties of the Insurance Policy shall apply.



2.18 Refrigerated and Temperature Controlled Goods

This Condition shall operate where Exclusion 4.5 Deterioration of Perishables has been deleted from this Policy.

Subject only to the Assured's strict compliance with conditions 1 to 9 inclusive below it is noted and agreed that indemnity under this Policy has been extended to cover the Assured's legal liability for deterioration of Refrigerated and/or Temperature Controlled Goods caused by variation in temperature.

This policy indemnity extension shall operate only where;

1. The Assured obtains written confirmation from the consignors of the temperature at which the goods are to be maintained prior to acceptance of the goods.
2. The Assured checks the temperature of the goods prior to loading and unloading.
3. The Assured records in writing on the Consignment Note the temperature at which the unit has been set.
4. The Assured maintains a log of temperatures.
5. The Assured obtains written confirmation from the consignee of the temperature on delivery before unloading.
6. All employees involved in the operation of refrigeration equipment have received instruction from the manufacturers of the refrigerated equipment or their authorised agents or a qualified person employed by the Assured on the operation and maintenance of such equipment before permitting them control of a loaded refrigerated vehicle or trailer.
7. The Assured maintains and services all owned and leased refrigeration equipment in accordance with the manufacturer's instructions.
8. The Assured keeps up-to-date refrigeration service log books for owned and leased refrigeration equipment
9. The Assured shall retain such records of 1 to 8 above and shall make them available to insurers upon request.

The onus of proving that the exact requirements of this clause have been complied with shall rest with the Assured.



SECTION 3: CLAIMS PROCEDURE

It is also the condition of this Policy of Indemnity that in the event of a happening likely to give rise to a Claim against the Assured in respect of the good or merchandise the Assured shall as soon as possible give notice thereof to Insurers and furnish full particulars.

Every letter, notice writ, summons and process relating thereto shall be notified or forwarded to Insurers immediately on receipt.

In respect of any such Claim no admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Assured without the written consent of Insurers.

Insurers shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any such Claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any Claim and the Assured shall give all such information and assistance as Insurers may require.

In connection with any such Claim, Insurer will pay cost and expenses of litigation recoverable by any Claimant from the Assured and costs and expenses incurred by the Insurers on behalf of the Assured.

If the Assured shall make any Claim knowing the same to be false or fraudulent as regards amount or otherwise the Policy shall become void and all Claims thereunder shall be forfeited.

Section 4: EXCLUSIONS

This Policy does not cover liability in respect of or arising from or caused by:

4.1 Excluded Goods

The following goods are excluded unless specifically noted in the Schedule or if in groupage containers, the contents of which have not been declared or are not known to the Assured.

- Perishables / Temperature Controlled Goods.
- Wines, spirits, beer and the like.
- Cigarettes, cigars and tobacco.
- Audio and video equipment, microchips / circuit boards.
- Perfumery.
- Second-hand machinery.
- Livestock and Bloodstock.
- Jewellery, watches, precious metals and stones.
- Treasury notes, bullion, cash, bonds, deeds, stamps, securities, phone cards, gaming cards and similar items, manuscripts and documents.
- Household Furniture and Personal Effects.
- Non-ferrous metal and scrap.
- Furs.
- Specie.
- Explosives, weapons and ammunition.

4.2 Inadequate documentation.

4.3 Insufficient packaging.

4.4 Mildew, vermin, inherent vice.

4.5 Deterioration of perishables.

4.6 Insufficiency of insulation.

4.7 Electrical or mechanical derangement unless caused by external means.

4.8 Contamination.

4.8 Shortage in weight, evaporation.

4.9 Taint.

4.10 Consequential loss and / or loss or market.

4.11 Delay.

4.12 Rust, oxidization, discoloration.

4.13 Twisting and bending unless as a result of a road accident whilst in transit.

4.14 Loss of or damage to goods or merchandise from:

- Vehicles or trailers or containers at the Assured's depot outside of normal working hours unless such vehicle or trailer or container is securely closed and locked with all keys removed and is garaged in a securely locked building or a fully enclosed and securely locked compound or a compound under constant surveillance.
- Vehicles or trailers or containers left unattended away from the Assured's depot (except whilst in the care of or under the control of sub-contractors) unless:
 1. Such vehicle or trailer or container is garaged in a securely locked building or parked in a fully enclosed and securely locked compound or a compound under constant surveillance
and
 2. Such vehicle or trailer or container is securely closed and locked with all keys removed.

Nevertheless, between 06.00 and 21.00 hours only where the Assured is unable to comply with 1. above, liability for theft is covered unless consequent upon the failure of the Assured to take all reasonable safety and security precautions.

4.16 Loss or damage to vehicles or trailers or other wheeled equipment or being used in the transport of goods, unless included specifically and described in the attached Policy Schedule.

In respect of loss or damage to any equipment hired by, on lease to or on loan to the Assured.

4.17 In respect of Duty arising under a Bond between the Assured and the Revenue Authorities.

4.18 Directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction or damage to property by or under the order of Government or Public or local authority, or in consequence of strikes, lockouts, labour disturbances, riots and civil commotions.

4.19 In respect of CMR Liability under the Convention on the Contract for the International Carriage of Goods by Road for Articles 7(3), 21, 24, 26, 38 and 40.

4.20 In respect of Warehouseman's Liability arising or caused by (in addition to exclusions heretofore):

- Infidelity of the Assured's employees or agents.
- Shortage unless following forcible and violent entry to the warehouse.
- Any repairing, restoration or other process,
- Excluding rust oxidation and discolouration.
- It is noted and agreed that where the coverage afforded by this Policy is in respect of Refrigerated or Cold Store Warehousing the following exclusion and warranty shall apply:

Exclusion

This Policy does not cover liability for loss or damage caused by loss of power from outside sources.

Warranty

It is warranted that the refrigeration system shall be serviced at regular intervals by a reputable engineering company and in the event of loss proof of such servicing to be made available to the Insurers on request.

4.21 Loss of or damage to drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless:

- The drugs shall be expressly declared as such in the Consignment Note and the name of the country from which and the name of the country to which they are consigned shall be specifically stated in the Consignment Note, and
- The proof of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that importation of that consignment into the country has been approved by that Government, or alternatively, by a Licence, certificate or authorization issued by the Government from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government, and
- The route by which the drugs were conveyed was usual and customary.

4.22 Failure of the Assured or their servants or agents to comply with any instructions in regard to the effecting of insurance cover on goods, merchandise or equipment.

4.23 Loss of life or personal injury.

4.24 Loss, Damage, and / or Consequential Loss or Legal Liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing storing retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Assured or not and whether occurring before during or after the year 2000 to do all or any of the following

- To correctly recognize any date as its true calendar date.
- To capture save or retain and / or to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- To capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date.

4.25 Marine Cyber Endorsement LMA5403 11/11/2019

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.



4.26 Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause CL 370 (10/11/2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from:

- Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- Any chemical, biological, bio-chemical, or electromagnetic weapon.

4.27 Termination of Transit Clause (Terrorism) JC2009/056 (01/01/2009)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by:

- Any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted, or,
- Any person acting from a political, ideological or religious motive.

Such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, shall terminate either:

- As per the transit clauses contained within the contract of insurance, or
- On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- When the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or,
- in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the subject-matter insured from the oversea vessel at the final port of discharge,
- in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

4.28 Communicable Disease Exclusion JC2020-11 (17/04/2020)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

SECTION 5: PREMIUM

The Premium is calculated on one or a combination of the following;

Minimum Premium

At the beginning of the period of insurance a Minimum Premium is charged for the exposure. No Return of the premium is due to you if the Policy is altered or cancelled during the period of insurance.

Deposit Premium

At the beginning of the period of insurance a premium is calculated based on the estimated turnover which reflects the exposure.

At the expiry of the period of insurance the actual turnover is declared and the premium is adjusted to reflect the actual exposure during the period of insurance.

Flat Premium

At the beginning of the period of insurance a premium is calculated. This premium will not be adjusted at the expiry of the period of insurance.



SANCTION LIMITATION AND EXCLUSION CLAUSE JC2010/014 (11/08/2010)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
JC2010/014 (11/08/2010)

SEVERAL LIABILITY NOTICE:

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

LSW1001 (Insurance) (08/94)

BROKER CLAUSE

By signing this Policy the INSURED/CONTRACTING PARTY grants a mandate to the broking company indicated in the CERTIFICATE to represent them for the purposes of this policy.

Therefore

1. every communication made by the BROKER by THE COVERHOLDER is to be deemed as if made to the CONTRACTING PARTY/INSURED;
2. Every communication made by the BROKER of the CONTRACTING PARTY/INSURED to THE COVERHOLDER is to be deemed as if actually made by the CONTRACTING PARTY/INSURED;

The INSURERS grant the Company of THE COVERHOLDER appointment to receive and forward correspondent pertaining to this policy.

Therefore;

1. Every communication made to THE COVERHOLDER is to be deemed as if made to the INSURERS
2. Every communication made by THE COVERHOLDER is to be deemed as if made by the INSURERS



COOLING OFF PERIOD / RIGHT TO WITHDRAWAL

Policyholders who are consumers for the purposes of the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 have the right to cancel their policy as set out in these Regulations

This means that a consumer may cancel their policy within 14 days of;

1. The date when the contract is entered into
or
 2. The date on which the full terms and conditions of the policy have been received
- whichever is the later.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to your intermediary, quoting your policy number.

Should you exercise this right we will refund you the premium you have paid.

The right of withdrawal does not apply if the insurance cover is provided for is less than 1 month.

POLICY CANCELLATION AT ANY OTHER TIME

You may cancel this policy at any time by writing to your insurance intermediary.

We may cancel the policy at any time by issuing a written notice to you or your insurance intermediary.

No matter who cancels the policy during the period of insurance no return of the premium will be due back to you due to the nature of this Policy.



COMPLAINTS NOTICE

Complaint handling arrangements

While we make every effort to deliver the highest quality of service possible, we recognise that, on occasion, we may make mistakes and fail to meet our own standards and the expectations of our customers. If this happens, we rely on our customers to bring this to our attention and to highlight any shortcomings in our service and to provide us with an opportunity to improve our service standards.

Any complaint should be addressed in the first instance to Tysers Ireland Limited T/A Tysers Underwriting, Castle House, Main Street, Rathfarnham, Dublin 14, Ireland.

If we are unable to resolve your complaint immediately, we will send you a written acknowledgement within two days of receipt. We will then investigate your complaint and, in most cases, send you a full response in writing within two weeks of receipt. In exceptional cases, where we are unable to complete our investigations within two weeks, we will send you a full written response as soon as we can, and in any event within four weeks of receipt of your complaint.

Should you remain dissatisfied with the final response from the above or if you have not received a final response within forty business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman
3rd Floor, Lincoln House
Dublin 2
Ireland
Tel: + 3535 1 6 620 899
Fax: +353 1 6 620 890
Email: enquiries@financialombudsman.ie

The complaints handling arrangements above are without prejudice to your rights in law.

TERMS OF BUSINESS AGREEMENT



Part of **HOWDEN**

wrightcover.ie

Important change	What this means for you
Introduction	Updated to confirm name change from Aston Lark Europe Ltd to Howden Insurance (Ireland) Ltd.
Introduction	Updated to include our current trading names.
Amendment to our FCA number.	Our FCA registration number has changed and is now 973308.
Website address	We now have two website addresses: Commercial: www.howdenbroking.com Consumer: www.howdeninsurance.ie
Contact email addresses:	Contact e-mail addresses updated to reflect the change of company name.

This Agreement is between ‘You’ the client or potential client ‘You, Your’ and Howden Insurance (Ireland) Limited ‘We, Us, Our’, and applies to all work that We carry out on Your behalf. Please read this Agreement carefully and contact Us if there is anything in this Agreement with which You disagree or do not understand.

It sets out the terms and conditions under which We will provide business services to You, it contains details of our regulatory and statutory obligations and the respective duties of both the Us and You in relation to such services. We are required to issue to our clients in advance of transacting business the terms under which we do our business with You. You should retain this document carefully as You may wish to refer to it again at a future date.

1. INTRODUCTION

Howden Insurance (Ireland) Limited trading as Howden, Build-Zone, CRS Yachts, Haven Knox-Johnston, Lark Music, Performance Film & Media Insurance, Principal Insurance, Protean Risk, RL Underwriting, Robertson Low, Sanctum Health, Sanctum Superyacht Insurance, Self-Build Zone and Wright Insurance Brokers (‘the Firm, We, Us, Our’) is a member of the Howden Broking Group. Our Head Office and registered address is 10 The Courtyard, Kilcarbery Park, Nangor Road, Dublin 22, telephone 01 4611500. Our UK registered branch office is located at One Creechurch Place, London, United Kingdom, EC3A 5AF. All other branch office details can be found on Our website, www.howdenbroking.com. All offices can be contacted by way of email to info@howdeninsurance.ie.

We are not tied to any insurer and no insurer holds any shareholding in Us or any of Our subsidiaries or associated companies. We do not have any holdings or voting rights in any insurer.

You are deemed to have accepted these terms and conditions by virtue of engagement with Us, from the moment the engagement commences, regardless of (i) the means or method of instruction and/or whether or not a formal signature, letter, fax, e-mail or other printed instruction is obtained, received or sent; and/or (ii) whether or not a policy of whatever kind is placed with Us.

Authorised status

We are authorised and regulated by the Central Bank of Ireland (Ref C4727) as an Insurance Intermediary under the

European Union (Insurance Distribution) Regulations 2018, an Investment Business Firm under Section 10 of the Investment Intermediaries Act, 1995 (as amended), an Investment Product Intermediary, a Product Producer and a Mortgage Credit Intermediary pursuant to the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and a Mortgage Intermediary under the Consumer Credit Act 1995 (as amended). Copies of our regulatory authorisations are available on request and are displayed in the public areas of our offices. The Central Bank of Ireland holds registers of regulated firms and You may contact them on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

We are a Credit Intermediary authorised by the Competition and Consumer Protection Commission under the Consumer Credit Act, 1995.

We are also authorised and regulated by the Financial Conduct Authority (FCA) and bound by its rules in respect of insurance distribution activities. Our Financial Services register number is 973308. You can check this on the Financial Services Register by visiting the FCA’s website <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

The Financial Services Register also sets out Our permitted activities.

We are a Lloyd’s Broker (Broker number 2000, pseudonym RLB), a Lloyd’s Coverholder, and are members of Brokers Ireland, BIBA and LIIBA.

Codes of conduct

We are subject to and comply with the provisions of the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards which offer protection to consumers. These codes are available on the Central Bank's website, www.centralbank.ie

2. OUR SERVICE TO YOU

We will act as an insurance broker to arrange and administer contracts of insurance on Your instructions. We provide advice and assistance in the arrangement and placing of General Insurance, Life & Pensions, Health Insurance, Investments and Mortgages. In addition, we provide insurance-related risk management advice and assistance in claims negotiation and settlement. As a Credit Intermediary, we can also arrange personal loans, e.g. premium finance.

We will normally provide a personal recommendation to You on the basis of a fair and personal analysis of the market, as distinct from using only a single or limited number of insurance undertakings. This means we will research the market place, products and providers and recommend the best product to suit Your own needs. This research is on the basis of a sufficiently large number of products and providers available, in accordance with professional criteria, regarding which contract would be suitable to meet Your needs. We will identify, select and recommend a suitable product producer and 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 do not have a

'tied' relationship with any institution that would compromise our ability to carry out this analysis.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be such that could reasonably be expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair and personal analysis of the market, we will consider the following criteria:

- the needs of the customer
- the size of the customer order
- the number of providers in the market that deal with brokers
- the market share of each of those providers
- the number of relevant products available from each provider
- the availability of information about the products
- the quality of the product and service provided by the provider
- cost
- any other relevant consideration

Where Our service differs to this, either because We only consider one or a restricted number of insurers, or if We do

not give You a personal recommendation about the insurance products offered (in which case You are responsible for ensuring that it is suitable for You), We will advise You accordingly and in the former case, We will provide You with the names of those insurers with which We conduct business.

Limited analysis

In certain circumstances, We may offer products with regulated insurers based on a limited analysis of the market. This limited analysis may occur where we operate a scheme product and the risk is eligible/suitable for same, or urgent cover may be required that does not facilitate a full market review. We also offer Health Insurance on a limited analysis of the market with Irish Life Health DAC. All scheme products are reviewed regularly to they remain fit for purpose. Where We have applied limited analysis, We will advise You accordingly.

We will provide You with details of the cover effected on Your behalf, including the insurer(s) who are underwriting the risk, and will clarify the scope of the advice given and explain the reasons. This will be provided in a durable medium (which includes email, unless You tell Us otherwise). We will provide You with evidence of cover and all relevant documentation promptly after inception of a policy.

On occasion, We may arrange insurance on Your behalf with insurers that have granted us a delegated underwriting authority. This authority may extend to the management of Your claims. We will notify

You in the event We are acting under a delegated authority.

The Howden group of companies contains entities which operate as Managing Agents. These Managing Agents act as agents of insurers for the purposes of underwriting and binding insurance risks. In some cases, and where appropriate, We may present to You insurance policy terms and conditions from Howden group entities. We may also access insurance companies via another Howden group broker where We deem it necessary to do so. Where We do this, We will inform You when we provide You with a quotation.

Although Our letter/ report will set out key aspects of the cover, this is not intended to be a substitute to the insurer(s) policy wording, which will take precedence in setting out the terms of the cover. We will use Our reasonable endeavours to place cover on Your behalf, but We do not guarantee to be able to do so.

While We take care to ensure that the information contained on Our website is accurate and up to date, We give You no promises, representations or warranties about the accuracy, completeness, reliability or suitability of any information on Our website.

Where We offer an instalment facility to You in order to pay Your insurance premium by regular instalments, We do not offer advice in relation to this, but We may ask some questions to narrow down the selection of options available; You must make Your own choice on which option to accept.

We only act as a credit broker when arranging instalment facilities on Your behalf, and not as a lender.

We aim to treat You fairly and to meet the following outcomes in all Our dealings with You:

- You can be confident that the fair treatment of customers is central to Our corporate culture.
- The products and services that We have recommended to You and You have chosen are designed to meet Your insurance needs as far as reasonably possible.
- We will provide You with clear information and keep You appropriately informed before, during and after the point of sale.
- You will not face unreasonable post-sale barriers to submit a claim or make a complaint.
- We will give You appropriate information about the products and services We recommend, including details of any costs or charges (if any) in addition to Your premiums.

Sustainability factors – Investment/IBIPs/pension advice

When providing You advice on which Insurance Based Investment Product (IBIP) is most suitable to meet Your needs, We are required under the Sustainable Finance Disclosure Regulations, 2019 to notify You that We do not currently consider sustainability risks, such as environmental, social, and governance, when providing the advice. We will review this position on an annual basis and update our Terms of Business accordingly.

The IBIP provider's documentation will set out whether and how they consider such sustainability risks and this documentation should be read carefully.

3. CONFLICTS OF INTEREST

We are committed to providing a professional standard of service to Our clients, and accordingly We endeavour to manage any conflicts of interest that may arise. Conflicts can arise in the course of Us providing any service between:

1. Howden Insurance (Ireland) Limited, including Our managers, employees and appointed representatives, or any person directly or indirectly linked to them by control, and a client of Ours; or
2. One or more of Our clients.

We will inform You in the event that a conflict situation occurs and agree with You the most appropriate way of dealing with it. It may be necessary for information to be handled by different departments within Howden Insurance (Ireland) Limited (commonly referred to as Information Barriers). This will require that persons employed in one department of Our business withhold the information held from those in another department of Our business. However, some circumstances may require that We do not act for one (or both) of the parties if the conflict cannot be adequately addressed by Our internal controls. We will discuss this with You, where this is the case. For further details please request a copy of Our Conflicts of Interest policy.

4. SECURITY

Whilst We make every effort to place

cover with financially strong companies, We do not guarantee the solvency of any insurer We place business with. If a participating insurer becomes insolvent, You may still be liable to pay the premium, whether in full or pro rata. We deny any liability in the event of the Insurer becoming insolvent.

Our selection of Insurers is generally based on our knowledge and experience of the market and its products. We offer scheme-rated facilities for some products where our preference is to deal with a limited number of Insurers with whom we can develop trading relationships to the advantage of our clients. We do not offer alternative quotations where there is a restricted or single provider option for a product. A list of the agencies we hold is available upon request.

5. YOUR OBLIGATIONS **Policies governed by Irish law**

When instructing Us to place or to renew insurances, Your obligations will differ depending on whether You are classed as either a consumer or a commercial client.

Consumer – Duty not to make a misrepresentation

If You are a consumer as defined by the Financial Services and Pensions Ombudsman Act You must answer all questions posed by Us or the insurer honestly and with reasonable care so as not to make a misrepresentation to insurers. Failure to comply with this duty may mean that the policy is void and the insurer may not be liable to pay all or some of Your claim(s). Specific questions will be asked. Where You do not

provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged. Please see Appendix A for Consumer Insurance Contract Act 2019 information, which provides further information relevant to You the consumer, including Your and insurers pre-and post-contractual obligations.

Commercial client (non-consumer) – Duty to disclose material facts

When instructing Us to place or to renew insurances, You have a duty of disclosure, meaning it is Your responsibility to fully disclose, in a clear and accessible manner, all material facts regarding Your insurance policy or mortgage. A material fact is any information which may influence the acceptance or assessment of Your proposal or alter the judgment of an Insurer in assessing risk. All material facts should be disclosed and if You are unsure as to whether a fact is material, it should be disclosed. This duty continues throughout the term of Your insurance.

A material change is any information which may alter the judgement of insurers that has not previously been disclosed as a material fact. Any material change that occurs after the arrangement of any insurance must be disclosed to Insurers as this duty continues throughout the term of Your insurance.

As Your circumstances change, Your needs will also change. You must advise Us of any changes and request a review of the relevant policy so that We can ensure that You are provided with up to date advice and a product best suited to Your

needs. Failure to contact Us in relation to changes in Your circumstances or failure to request a review may result in You having insufficient insurance cover and/or inappropriate investments.

All answers or statements given verbally, on a proposal form, claim form or other document relevant to Your insurances will be Your responsibility and You should always check the accuracy of the information You provide to Us and/ or insurers. Failure to comply with Your duty of disclosure may mean that the policy is void and the insurer may not be liable to pay all or some of Your claim(s). You should seek Our advice if You are in any doubt as to Your obligations.

Policies governed by England & Wales, Scotland or Northern Ireland Law

When instructing Us to place or to renew insurances, Your obligations will differ depending on whether You are classed as either a consumer or a commercial client.

Consumer – Duty not to make a misrepresentation

If You are a consumer (defined by the FCA as any natural person acting for purposes outside his trade, business or profession), you must use reasonable care not to make a misrepresentation to insurers, (which includes a failure to comply with the insurer's request to confirm or amend particulars previously given). Failure to comply with this duty may mean that the policy is void & the insurer may not be liable to pay all or some of Your claim(s).

Commercial client – Duty to make a fair presentation of the risk

If You are a commercial client, You

must make a fair presentation of the risk to insurers.

A fair presentation of the risk involves disclosing:

- every material circumstance which any individual who is part of senior management or responsible for arranging Your insurance knows or ought to know (including what should reasonably be revealed by a reasonable search of information available including, for example, by making enquiries of Us); or
- sufficient information to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances,

in a manner (i) that is reasonably clear and accessible to the insurer, and (ii) in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

A material circumstance is one that would influence the insurer's judgment in determining whether to take the risk and, if so, on what terms.

This duty continues throughout the term of Your insurance. You should familiarise Yourself with Our Insurance Act guide for further information about Your obligations and insurer remedies, which is available at www.howdeninsurance.com or contact Your usual advisor for details.

All answers or statements given verbally, on a proposal form, claim form or other document relevant to Your insurances

will be Your responsibility and You should always check the accuracy of the information You provide to Us and/ or insurers. Failure to comply with Your duty of fair presentation of the risk may mean that the policy is void and the insurer may not be liable to pay all or some of Your claim(s). You should seek Our advice if You are in any doubt as to Your obligations.

When a policy is issued, You must check this carefully to confirm that it meets Your needs, and ensure that You are able to meet the policy terms and conditions. Please seek Our advice promptly if You are in any doubt over any of the policy terms and conditions.

Fleet Databases

In accordance with the 4th European Union Motor Insurance Directive as codified by Directive 2009/103/EC (and any subsequent legislation), the Road Traffic and Roads Bill (2021) (Ireland) has brought new obligations for Motor Fleet and Motor Trade policyholders. Where We have agreed (in writing) with You to provide this service, We will endeavour to assist You in complying with the legislation surrounding the notification of vehicles to the National Fleet Database (NFD) (Ireland), Motor Insurance Database (MID) (UK). We may charge for this assistance. It should be noted that the responsibility for notification of vehicles or information remains with You. We cannot accept responsibility for any item either incorrectly registered or not registered on the database, whether notified to Us or not.

6. RENEWALS

Once We have arranged a policy to which You have agreed, the placement of that policy will not automatically be reviewed at each renewal unless You request it and/or We deem it necessary in accordance with the paragraph below.

Whilst We will make reasonable efforts to contact You prior to renewal to obtain Your instructions, if for whatever reason We are not in receipt of Your instructions by Your renewal date, in order to protect Your position, We may at Our absolute discretion renew Your policy on the basis of Our recommendation. Such renewal will be based on the information You have previously provided to Us, and You should therefore advise Us immediately of any changes. However, We reserve the right not to renew Your policy if We do not receive Your instructions by the renewal date, and We will not be held liable for any loss You may suffer if You fail to provide the necessary instructions in sufficient time before renewal.

Automatic Renewals

Certain policies are arranged on an automatic renewal basis which means it will automatically renew on your renewal date. Such policies include policies paid by direct debit. Your renewal documentation will indicate if your policy is on an automatic renewal basis.

If you would like to opt out of the automatic renewal, please contact us by email or phone at least 10 days prior to your renewal date. You can also opt out of automatic renewals at any stage during the insurance year by calling or emailing our office.

Please note that if you opt out of renewing automatically you will need to contact us to renew your policy. If We do not receive Your instructions by the renewal date, We will not be held liable for any loss You may suffer if You fail to provide the necessary instructions in sufficient time before renewal.

7. CLAIMS

You must tell Us as soon as possible of any incident or circumstance which may result in a claim under any insurance arranged by Us and of all relevant facts relating to it. Failure to do so may result in the insurer not paying the claim. This is in addition to any obligations imposed by insurers, details of which will be set out in the policy wording. We will notify insurers in accordance with the circumstances notified by You. You will be required to give all necessary information and assistance required by insurers in order to deal with Your claim.

In some circumstances, claims will be dealt with directly by Your insurer or by someone appointed by them. We will let You know if that is the case.

8. QUOTATION PERIODS

All quotations provided, with the exception of mortgages, will be valid for 30 days or as stated on the written quotation. Quotations for insurance are indicative only. The final premium can only be confirmed upon receipt of proposal forms and relevant documentation. Mortgage rates are subject to change and the quotation period is stipulated by the Mortgage Provider on the Mortgage Letter of Offer, which each customer receives.

9. COOLING OFF PERIOD/RIGHT OF WITHDRAWAL

(Distance Marketing Directive)

A consumer is defined by the Distance Marketing Directive as a natural person acting for purposes outside his/her trade, business or profession. Where You qualify as a consumer under this directive You have the right to withdraw from an insurance policy which was provided at a distance (i.e. via internet or via telephone, without any face-to-face contact with Howden) within 14 days of the start date of the policy or the date You received the policy schedule, whichever is the later, without penalty and without giving any reason under S.I. No. 853/2004 European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 – this is known as the Cooling Off Period. This right to withdraw does not apply to any insurance policy under which insurance cover is provided for less than one month. In relation to Life Assurance and Pension products, You may withdraw within 30 days of inception date of the policy or the date You received the policy schedule, whichever is the later (i.e. the Cooling Off Period is extended to 30 days). The right of withdrawal must be exercised by notice in writing to Howden Insurance (Ireland) Limited, 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. Any fee or charge paid by the consumer to Howden for work carried out prior to cancellation shall not be refundable. If the cover is motor insurance the premium cannot be refunded and/or issued until the Certificate

of Insurance and Windscreen Disc have been received by Howden Insurance (Ireland) Limited. The rights under this directive do not affect Your rights as a consumer under the Consumer Insurance Contracts Act 2019.

10. LANGUAGE OF COMMUNICATIONS

All communications between You and Us, including all communication of terms and conditions, will be in English unless otherwise agreed in writing.

11. ELECTRONIC COMMUNICATIONS

Both parties may communicate with each other using electronic mail and attachments. Both parties accept the inherent risks of using such means of communication. Both parties are responsible for checking that messages received are complete and both agree that in the event of a dispute neither will dispute the legal evidential standing of an electronic document. Any agreement reached using electronic mail will be binding on both parties.

Although We have in place virus protection software You should use Your own virus protection software. Neither We nor You accept any responsibility to the other for viruses that may enter Our respective systems or data via Our electronic communications.

We are unable to accept instructions from You by means of text messages or other electronic messages or messages received other than via Our corporate email addresses or, where relevant, by any software We have asked You to use

for the purposes of providing information relevant to Your insurances.

12. TELEPHONE COMMUNICATIONS

Both parties may communicate by telephone but it is agreed that no instructions that require action will be left on any messaging service since neither party can guarantee that they will be received or acted on. For quality assurance, verification, training and monitoring purposes, to assist in the complaints procedure and/or to help detect fraud, We may record incoming and outgoing telephone calls and such calls may be monitored.

13. ANTI-BRIBERY AND CORRUPTION

You agree to comply at all times with all laws and regulations that apply to You related to anti-bribery and corruption, including, where appropriate, the UK Bribery Act 2010. We fully comply with the Bribery Act 2010, and will not accept any form of payment, gift or service, the intention of which could be considered to result in the improper performance of Our obligations to You. If We reasonably believe that You have attempted to offer a bribe or engaged in activities contrary to applicable anti-bribery and corruption law and regulation, We have the right to terminate Our agreement with You immediately.

14. SANCTIONS

We shall not provide any services and shall not be liable to pay any sums or provide any benefit to You to the extent that the provision of such services,

payment of such sums or provision of such benefit would breach or expose Us to any enforcement or other adverse action under sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. If You have any concerns in relation to any of the above, You should let Us know.

15. DATA PROTECTION

Definitions

“**Data Protection Laws**” means: the Data Protection Act 2018;

the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the Republic of Ireland (“GDPR”);

the Privacy and Electronic Communications (EC Directive) Regulations 2003 and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (“Privacy Regulations”); and any legislation which supersedes, updates or amends the GDPR, Data Protection Act 2018 or Privacy Regulations;

The terms “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, and “**Processing**” have the meanings given in the GDPR.

We are committed to keeping Personal Data confidential and process all Personal Data in accordance with the Data Protection Laws. Our Privacy Notice,

which explains how and why we process Personal Data, including what rights individuals have under the Data Protection Laws can be viewed on Our website or a copy can be provided on request.

We shall, and if You are a commercial client, You shall comply with all applicable requirements of the Data Protection Laws. This clause 15 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Laws.

If You are a commercial client, both parties acknowledge their intention to process the Personal Data as independent Controllers.

If You are a commercial client, where You collect Personal Data which You subsequently transfer to Us in order for Us to provide You with any services under this Agreement, You will ensure that:

- all fair processing notices have been given (and/or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up to date in order to meet the transparency requirements set out in the Data Protection Laws to enable Us to Process such Personal Data in accordance with this Agreement and the Data Protection Laws. Each party acknowledges and agrees that You will have met such transparency requirements by making reference to Us and including a link to Our Privacy Notice in the information that You provide to Data Subjects about the Processing of Personal Data under this Agreement;

- such Personal Data is adequate, relevant and limited to what is necessary in relation to the services being provided by Us;
- such Personal Data is accurate and, where necessary, up to date;
- such Personal Data has been collected by You lawfully and, where appropriate, the necessary consents have been obtained from the Data Subject.

If You are a commercial client, each party will promptly notify the other on receipt of any requests, inquiries or complaints from Data Subjects and/or supervisory authorities (as defined in the Data Protection Laws) received by that party which are relevant to any Personal Data Processed under this Agreement and will provide the other party with reasonable assistance, upon request, in dealing with any such requests, inquiries or complaints.

If You are a commercial client, each party shall comply with its obligations to report a Personal Data Breach relating to any Personal Data Processed under this Agreement to the appropriate supervisory authority and Data Subject(s) (where applicable) under Articles 33 and 34 of the GDPR and shall inform the other party promptly of any Personal Data Breach which is notifiable to the supervisory authority under Data Protection Laws. Without undue delay, the parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

Data Principles

We will abide by the following principles:

- process Personal Data lawfully, fairly, and in a transparent manner;
- collect Personal Data for specified, explicit, and legitimate purposes and not further process it in a manner that is incompatible with those purposes;
- ensure that Personal Data is adequate, accurate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- Personal Data will be kept in a form which permits identification of Data Subjects for no longer than is necessary;
- Personal Data is processed in a manner that ensures appropriate security.

Our GDPR Owner can be contacted at 10 The Courtyard, Kilcarbery Park, Nangor Road, Dublin 22, or by email at compliance@howdeninsurance.ie

16. CONFIDENTIALITY

We agree to keep all Your confidential information in strict confidence and not disclose such information except:

- a. to the extent necessary to provide Our services to You under this Agreement, including (i) the sharing of information to implement or administer a syndicated placement; and (ii) to Your legal and other professional advisors or experts giving professional advice, or other service providers providing services in connection with the insurance We place for You;
- b. to law enforcement and/or regulatory authorities, to the extent We determine We are required to do so;

- c. to other companies within the Howden group of companies;
- d. to Our legal or other professional advisers or experts giving professional advice or reinsurers; and
- e. other persons with Your written consent.

17. COMPLAINTS

It is always Our intention to provide You with a quality service. However should You have cause to complain, please send Your complaint in writing to the Compliance Manager, Howden Insurance (Ireland) Limited, 10 The Courtyard, Kilcarbery Park, Nangor Road, Dublin 22 or to compliance@howdeninsurance.ie.

We will acknowledge Your complaint, in writing, within five (5) business days of the complaint being made. We will also inform You of the name of one or more individuals who will be Your point of contact regarding Your complaint until the complaint is resolved or cannot be progressed any further. We will provide You with an update on the progress of the investigation of Your complaint, in writing, within twenty (20) business days of the complaint being made.

We will aim to provide You with Our decision on Your complaint, in writing, within forty (40) business days of the complaint being made, unless We write to You advising that a response will be delayed.

Should You remain dissatisfied with the final response from the above or if You have not received a final response within forty (40) business days of the complaint

being made, You may be eligible to refer Your complaint to the Financial Services and Pensions Ombudsman (FSPO) at Financial Services and Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Ireland, email info@fspo.ie and website www.fspo.ie. You may also be eligible to refer Your complaint to the Financial Ombudsman Service (FOS), The Financial Ombudsman Service, Exchange Tower, London E14 9SR (financial-ombudsman.org.uk).

If You have purchased Your policy online You can also make a complaint via the European Union's online dispute resolution (ODR) platform. The website for the ODR platform is: ec.europa.eu/odr

If Your policy is insured in the Lloyd's market We will provide You with Our response within 2 weeks. If You are unhappy with Our response You are entitled to refer Your complaint to Lloyd's and they will provide You with their response within 8 weeks, but if You are not happy with the response You get from Lloyd's, You may be entitled to refer the matter to the FOS. You can refer a complaint to Lloyd's by contacting them at Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN, or by email at: complaints@lloyds.com.

A full copy of Our complaints procedure is available on request.

Your right to complain to Us and/or to refer Your complaint to the FSPO/FOS is without prejudice to Your right to take legal action.

18. COMPENSATION

Investor Compensation Company Ltd (ICCL)

The Firm is a member of the ICCL Scheme established under the Investor Compensation Act 1988 (as amended). This legislation provides for the establishment of a compensation scheme and for 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 may arise where (i) client money or investment instruments held by Us on Your behalf cannot be returned (either for the time being or for the foreseeable future); and/or (ii) where the client falls within the definition of eligible investor as defined in 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 €20,000. For further information contact the Investor Compensation Company Ltd at +353(0)1 224 4955.

Brokers Ireland Compensation Fund

As a member of Brokers Ireland, We are also a member of the Brokers Ireland Compensation Fund. 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 affected client of the member.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme should We be unable to meet Our obligations. This depends on the type of insurance policy and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS. The FSCS can be contacted at www.fscs.org.uk or Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY

19. PAYMENT OF PREMIUM AND OTHER MONIES

Unless payment is made direct to the insurer or to a premium finance company, You must pay Us all amounts due in accordance with the terms and the payment date specified on Our invoice or other documentation. As We are under no obligation to fund premium to insurers on Your behalf, failure to pay the monies due by the payment date may lead to a policy not being incepted or insurers cancelling Your policy.

Where You have arranged premium finance, the terms of Your premium finance agreement may assign Your interest in the insurance policy to that provider and any policy changes, including termination, may result in payment rebates to the finance provider.

Default payments and cancellation procedure

Cancellation by Howden Insurance (Ireland) Limited

Howden Insurance (Ireland) Limited reserves the right, notwithstanding delivery of policy document or receipt of same by the insured, to cancel the policy of insurance and obtain a credit from the Underwriters, apply same in the reduction of the amount due by the insured in the event of the following:

- non-payment of a policy premium, in whole or in part, due at inception, renewal or following a midterm adjustment; and/or
- default of a payment of a direct debit premium; and/or
- default of a payment in respect of a Premium Finance agreement; and/or
- your bank returns a cheque due to insufficient funds or for any other reason; and/or
- non-disclosure of relevant information; and/or
- insurer enforced cancellation; and/or
- failure to comply with policy conditions imposed by insurers.

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 unexpired 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.

Cancellation by Insurers

Your Insurer may cancel Your policy in certain circumstances. These conditions are clearly outlined on all policy documents, which You should read and take note of. Please note in the event of default payments, Insurers/ Product Producers reserve the right to:

- instigate cancellation proceedings; and/or
- withdraw benefits or cover.

Cancellation by You

You can cancel Your policy in writing at any time, in accordance with the terms and conditions set out in Your policy document and provided no incident has arisen that could give rise to a claim. Cancellations must be given in writing to our office. Should You cancel Your policy outside the applicable cooling off period (see "Cooling Off Period"), short-term rates or minimum and deposit premiums may apply. A notice of cancellation given in respect of a distance contract that relates to the issue of a motor vehicle insurance policy is not properly given unless the relevant certificate of insurance and insurance disc have been surrendered to Howden Insurance (Ireland) Limited.

Following the commencement of the Consumer Insurance Contract Act, consumers 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. The consumer will bear the cost of the premium for the period of cover. This does not affect the notice periods provided under the Distance Marketing Regulations (see Cooling off period/Right of Withdrawal).

We reserve the right to make charges, in addition to any insurance premiums, for the arranging, amending, renewing and cancelling any policy of insurance, as well as the handling of claims. Please see Section 21 – Our Remuneration below for further details in respect of this. However, You will not incur a liability to pay a fee unless We have given You prior notice of this.

20. CLIENT MONEY

We, in the course of carrying on insurance distribution, handle client money in accordance with the Central Bank of Ireland's Premium Handling Rules, which are designed to protect You. A copy of these rules is available on request.

We will accept payments in cash, by cheque, credit / debit cards or electronic bank transfer in respect of all classes of insurance in the circumstances permitted under our regulatory authorisations. We are not authorised to accept cash or negotiable instruments in any other circumstances.

Risk transfer

When handling client money, we are required by law to act as agent for the Insurer, i.e., risk transfer applies. Where risk transfer applies, You will be protected to the extent that any premiums We receive from You are treated as having

been received by the insurer when they are received by Us. Where the agreement extends to premium refunds and/or claims, any premium refunds or claims will be treated as received by You only when they are actually paid to You.

Segregation of bank accounts

Client money is kept separate from Our own money. Client money will be deposited into a designated 'Client Premium Account', any interest earned on client money will be retained by Us.

Commission

Where risk transfer applies, commission will become due and payable to Us for Our own account immediately on receipt of the premium, provided this is consistent with the terms of business of the insurer to whom the premium is payable.

Payment to third parties

We may transfer client money to another person, such as another intermediary, in this or in another jurisdiction for the purpose of effecting a transaction through that person.

Premium rebate

We will refund any rebate that becomes due to Consumers within 5 business days of receiving it or having been notified by the insurer that it is due to You. Any rebate due to You will be paid in full and any charges will not be deducted without Your prior written agreement in each case. Where the premium 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 us or (c) making a donation of the rebate amount to a registered charity.

21. OUR REMUNERATION

We are remunerated for Our services in the following ways:

Commission

When We arrange a policy with an insurer on Your behalf, We may receive commission from the insurer which is a percentage of the total annual premium for the work involved in placing or renewing an order and finalising the product with them on Your behalf. Any commissions received are not offset against any fees, either in part or in full. Any commission is considered to be fully earned when Your insurance(s) incepts. A summary of our Commission arrangements with product producers is available in our offices and on our websites at www.howdenbroking.com (Commercial) and www.howdeninsurance.ie (Consumer).

Fees

We may negotiate a fee with You for Our services, however You will not incur a liability to pay a fee unless We have given You prior notice of this. Where We are not able to supply You with the actual fee, We will supply You with the basis of calculation of any such fee. Occasionally

We may charge a fee in addition to any commission We are paid by an insurer, and if this is the case We will inform You. We will also advise You in advance in the event third party providers that We use to arrange Your insurances charge a fee. Such fees are in respect of the initial work activity and time spent in seeking the best terms, advice, product and product producer for Your specific need and for involved in the renewal of the policy and any alterations that may take place during the term of and at termination of a policy.

Administration fees

We will inform You separately of any administration fees that may apply to Your policy. Subject to Your policy terms and conditions, no refund will be issued in the event of a policy cancellation if a valid claim has been made (or is intended to be made) or a circumstance has been notified under that policy. We reserve the right to deduct any unpaid premium from any claim settlement.

A scale of our standard fees for arranging, amending or renewing Your policy is noted below unless otherwise agreed. Calculations below are based on premiums inclusive of levies and taxes.

	Maximum Fee	Subject to a minimum of
Personal Insurance	€250	€50
Commercial Insurance	25% of premium	€300
Health Insurance (Individual)	€100	€50
Life, Pensions & Investments	a) Time spent and disbursement basis with an applicable hourly rate of €250 for advisory consultants and €100 for administration and compliance support or b) A percentage of the transaction value, the precise rate will be outlined to you in advance of execution of the transaction.	

Administration fees may also be applied for advice provided, and for mortgages, and such fees will be agreed with You in advance.

All fees and charges applied by Us will be declared on Our invoices/credit notes and/or in other correspondence issued to clients. All such fees and charges are non-refundable in the event of policy alternation and/or cancellation.

Please note that We may apply an hourly rate in addition to broker fees as specified for particularly complex accounts and/or where court attendance may be required and our standard hourly rates are noted below.

Director

€350 per hour

Consultant/Account Executive

€250 per hour

Scheme Size	Member Fee
First 10 members	€500 per member
Next 15 members	€350 per member
Next 25 members	€250 per member
Additional members	€200 per member

e.g. the establishment fee for a new scheme with 10 members will be €5,000, for 25 members is €10,250, for 50 members is €16,500, and for 100 members is €26,500, etc.

Qualified Financial Adviser

€250 per hour

Administration

€150 per hour

Fees may also be applied for duplicate documentation, both for existing and past clients; in such cases a minimum fee of €20 may be charged. Bank charges incurred by us will be charged to the customer. We have a policy of charging an administration fee of €10 to cover the expenses of a returned cheque or direct debit default.

Employee Benefits -Scheme Establishment Fees

New employee benefit schemes will be set up on the following fixed fee basis to cover all consultancy and administrations costs related to the establishment of group pension, life, disability and medical benefits:

With prior agreement, establishment fees may be waived for existing benefit plans/policies which transfer into the agency of Howden Insurance (Ireland) Limited. However, we reserve the right to charge a once-off initial fee of up to €2,000 for any IT assessment, compliance and/or legal review costs which we might incur as part of the client's own vendor assessment requirements.

Employee Benefits - Scheme Maintenance Fees

Fees for the provision of ongoing employee benefit consultancy & administration services will be charged on either a fixed-fee or on a time-recorded basis thereafter at the hourly rates noted above.

With prior agreement, ongoing scheme maintenance fees can be charged on a fixed fee basis at an annual rate of €200 per scheme member/employee. Unless agreed otherwise, scheme maintenance fees will be charged quarterly in arrears to allow for joiners and leavers. All clients will be subject to a minimum annual scheme maintenance fee of €1,250. All fees will be payable within 30 days of the invoice date, unless agreed otherwise in writing.

We reserve the right to amend any fees should the complexity of the product require a higher fee. We will agree this fee with You prior to any increased charge being applied.

We will, if necessary, exercise Our legal rights to receive any payments due from clients.

Other income

In addition to commission, fees and administration fees, We may receive other

income from insurers or third parties, including, but not limited to, additional payments from insurers based upon pre-agreed criteria. As a Credit Intermediary registered with the Competition and Consumer Protection Commission (CCPC) the firm may be able to arrange premium finance on Your behalf, for which we will be remunerated up to a maximum of 10% of the credit amount. As with any credit agreement, terms and conditions will apply and we will be happy to clarify any questions that You may have with regard to these. Using premium finance rather than paying the premium in one amount makes the overall cost of the insurance more expensive. A full breakdown of the cost of Your insurance and the cost of credit will be provided as part of Your new business or renewal quotation before You decide whether to proceed. We strongly advise that You read all documentation relating to such agreements before entering into same. Please be assured that the way in which We are remunerated will not at any time conflict with Our responsibilities to meet Your needs and treat You fairly.

Services on behalf of insurers

We have agreements in place with certain insurers that We will undertake certain activities on their behalf which may include producing policy documentation, compilation of risk data, risk identification surveys, and claims management. In return for these services certain insurers will make a payment to Us. These payments are separate, and in addition to, any commissions, or fees and administration fees that You pay Us.

Our commitment to transparency

You are entitled at any time to request information regarding any commission or other income which We may have received as a result of placing Your insurance business or arranging Your premium finance. We will provide full details in writing where such request is made within seven (7) working days. Pursuant to requirements of the Central Bank of Ireland's Consumer Protection Code, a summary of the details of all arrangements for any fee, commission, other reward or remuneration provided to the Us by product producers is available on our website.

22. INSTRUCTIONS FROM THIRD PARTIES

On occasion, policyholders authorise third parties to provide the Firm with instructions to alter their policies, such as motor dealers advising us of a change of vehicle. We accept such instructions in good faith as a facility to our clients. However, in such circumstances we do not accept liability for any loss, damage or injury arising out of any error or incorrect instruction given or providing any information where the request for information is invalid. If You do not wish us to accept such instructions on Your policy from any person other than as authorised under the relevant Data Protection Acts, please advise us by email to info@howdeninsurance.ie.

23. LIMITATION OF LIABILITY

Nothing in this Agreement shall limit or exclude Our liability for personal injury or death caused by negligence, or fraudulent

acts, or any liability to You arising under our regulatory obligations insofar as we are prohibited from limiting our liability to You in relation to the same.

In respect of all other claims arising out of or in connection with this Agreement, We will not be liable for any loss or damage where there is no breach of a legal duty owed to You by Us, where such loss is not a reasonably foreseeable result of any such breach, or for any increase in loss or damage resulting from breach by You of any term of this Agreement. We will have no liability in respect of losses relating to lost profits or business interruption. Our total aggregate liability in respect of all claims arising out of or in connection with this Agreement shall be limited to the sum of €10 million, unless otherwise agreed in writing.

You acknowledge and agree that You shall only be entitled to make a claim against Us, and not against any individual employee, director or officer of Ours.

24. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of Ireland. Any disputes in relation to these Terms of Business shall be subject to the exclusive jurisdiction of the Courts of Ireland.

25. THIRD PARTY RIGHTS

No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement other than any associated and/or subsidiary companies, parent undertakings of Howden Insurance

(Ireland) Limited, and/or individual employees, directors or officers of Ours. This provision shall not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

26. SEVERABILITY

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which will remain in full force and effect.

27. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between Us in relation to the subject matter within the scope of this Agreement and supersedes any previous agreement, representations and understandings between Us in such respect with effect.

28. AMENDMENT TO TERMS

We may amend the Terms of this Agreement at any time by giving You fourteen (14) days' notice in writing. If You do not agree to the amended terms, You may cancel this Agreement from the date when the new terms would otherwise take effect.

29. NOTICES

Any notice given under or in connection with this Agreement shall be in writing and shall be:

- a. delivered by hand or by pre-paid first-class post or other next working day delivery service to the other party's registered office (if a corporate entity) or last known address (in any other case); or
- b. sent by email to Our account executive that You normally deal with (in respect of notices sent by You to Us) or to You or Your nominated individual (in respect of notices sent by Us to You).

Any notice shall be deemed to have been received:

- a. if delivered by hand, on signature of a delivery receipt; or
- b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting
- c. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, "business hours" means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday, in the place of receipt.

30. DURATION

This Agreement shall commence from the date that We advise You, or from the date You appoint Us to act as Your intermediary or You instruct Us to arrange insurances on Your behalf, whether at renewal of Your insurances or otherwise, whichever of these dates is the earlier.

This Agreement shall then continue until cancelled in accordance with the Termination Clause below.

31. TERMINATION

You or We may terminate this Agreement by giving thirty (30) days' notice in writing. This Agreement shall automatically terminate on the date that any policies arranged by Us for You are terminated or are not renewed such that there are no such active policies.

In the event of termination by You, We will be entitled to receive all fees or brokerage due and payable (whether or not these have been received by Us) in relation to policies placed by Us prior to the termination of this Agreement, other than where such termination is in relation to Our breach of this Agreement or as a result of Us not providing the Services in accordance with any specific additional service agreement entered into with You.

Either party may terminate this Agreement immediately, by giving notice in writing to the other party, if the other party:

- is in material, or repeated, breach of this Agreement, and if such breach is capable of remedy does not rectify such breach within thirty (30) days of receipt of written notice of it;
- in the event, or suspicion, of fraud, non-disclosure, misrepresentation, or dishonesty (including acting in contravention of the Bribery Act or similar legislation);

- immediately, without notice, should either party become the subject of voluntary or involuntary liquidation or administration proceedings or (if applicable) become the subject of an action in bankruptcy or make or propose any composition with creditors or otherwise acknowledge its insolvency, suspend its activities or upon a resolution being passed or an order made for its winding up.

In the event that this Agreement is terminated, We will cease to be Your agent. As a consequence of this We will no longer provide You with any services, including claims handling where this service is provided to You prior to termination, except where We are required to continue handling Your claim under the terms of Our delegated authority granted by certain insurers.

Subject to any regulatory requirements applying, any commission or fee is considered to be fully earned when Your insurance(s) incept, and any unpaid commission or fee will be due and payable to Us upon termination. Any unpaid fees may also be due and payable prior to inception of Your insurance(s) subject to the terms of the relevant fee agreement. Where a policy or policies is cancelled mid-term, (if permitted in accordance with its terms), We will deduct a proportion of the commission element from any return premium provided by the insurer(s) as reasonably necessary to sufficiently cover our costs.

If after termination of this Agreement You still require services from Us, these will be subject to a new written Agreement and We reserve the right to make an additional charge for these services, however there is no obligation on Us to agree to perform such services.

Nothing in this section will affect Your ability to terminate Your insurance in accordance with the terms of Your agreement with the terms of the policy, or (if You are a consumer) Your right to cancel without giving any reason and without penalty within 14 days from the conclusion of the contract (or, if later, receipt of the terms and conditions).

32. EFFECTIVE DATE

These terms of business are effective for all of Howden Insurance (Ireland) Limited's business and transactions on or after 1st October, 2023, subject to a copy being issued to our existing and prospective clients in advance of, or as soon as practicable, after any such transactions. A copy having once been issued, said terms apply to all and any subsequent transactions unless and until amended terms of business are issued or otherwise notified to clients.

APPENDIX A

CONSUMER INSURANCE CONTRACTS ACT 2019

This section, and the duties and rights under same, applies only to policies governed by Irish Law, where the policyholder is a consumer as per definition set out below – it does not apply to any other policyholder.

1. DEFINITIONS

The following definitions are set out in the Consumer Insurance Contracts Act, 2019: “**consumer**”, in relation to a financial service, means:

- (A) (I) a natural person, not acting in the course of business,
 - (II) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less,
 - or
 - (III) an incorporated body that:
 - (i) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less,
 - and
 - (ii) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million,
- that:
 - (a) is a customer of a financial service provider,
 - (b) is a person or body to whom a financial service provider has offered to provide a financial service, or
 - (c) has sought the provision of a financial service,
- (B) a consumer who was, in relation to a credit agreement, a customer of the financial service provider in a case where a credit servicing firm undertakes credit servicing in respect of the credit agreement concerned,
- (C) an actual or potential beneficiary of a financial service, or
- (D) an employee or a former employee entitled to benefit from an income continuance plan; “consumer”, in relation to a pension product, means an actual or potential beneficiary of an occupational pensions scheme, a trust RAC or a PRSA who believes they have suffered financial loss because of maladministration of the scheme, trust or PRSA, as the case may be.

2. NEW BUSINESS & RENEWAL

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 only on sales that took place on a non-face-to-face basis (distance sales). 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 life assurance the contract is for a duration of six months or less, or in respect of general insurance, the duration of the contract is less than one month.

Insurers may also request an update on information You previously provided, which the insurer shall specifically describe and provide You with a written copy of the matter previously disclosed. You must respond honestly and with reasonable care to any such requests. Where You continue to pay the premium, without response, it shall be presumed

that the information previously provided has not altered. Renewal of the contract by insurers shall not be taken to remedy any previous breach of Your duty of disclosure arising under this Act.

3. PAYMENT OF PREMIUM

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.

4. ALTERATION OF RISK

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.

5. CLAIMS HANDLING

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, 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:

(a) 5% of the claim settlement amount where the claim settlement amount is less than €40,000,

or

(b) 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. 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. 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. A court of competent jurisdiction can reduce the payout to You if You are in breach of Your duties under the Act, in proportion to the breach involved.



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