

Frank Glennon Limited

Terms of Business Including Schedule of Fees & Charges for Northern Ireland & Great Britain



Introduction

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

This document takes effect for all new customers from the 1st December 2020 and for all existing customers from their policy renewal date falling due on or after the 1st December 2020 or whenever it is received (whichever is the later) and supersedes any Terms of Business that may have been previously issued to you by us. In this document “we”, “us” and “our” means Frank Glennon Limited. Please note that in order to avail of any product or service through Frank Glennon Limited it is a condition that you agree to the terms of these Terms of Business.

1. Our Status

1.1. Frank Glennon Limited trading as “Glennon”, “Glennon Insurances”, “AIC Glennon”, “Glennon International” and “Glennon B2B” is a professional firm of Insurance Brokers and Consultants and carries on their business at Charlemont House, Charlemont Place, Dublin 2, Republic of Ireland; E-mail; info@glennons.ie. We are registered in Ireland in the Companies Registration Office under company number 14385 and are a member of the Galesburg Securities Group of Companies.

1.2. We are registered with the Central Bank of Ireland as an Insurance Intermediary under the European Communities (Insurance Distribution) Regulations, 2018, which can be verified on the Insurance Distribution Register, available at www.centralbank.ie.

1.3. Frank Glennon Limited, trading as “Glennon”, “Glennon Insurances”, “Glennon International”, and “Glennon B2B”, is authorised by the Central Bank of Ireland and is deemed authorised and regulated by the Financial Conduct Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website.

2. Statutory Codes

2.1. The Home State of Frank Glennon Limited is Ireland. The Regulatory system of Ireland is different to the UK Regulatory system including arrangements for compensation and how complaints are handled.

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

3. Our Services

3.1. The services which we will provide are:

- (a). Advice in relation to the nature of non-life insurance policies and which of these policies are suitable for your needs;
- (b). Identifying and selecting a suitable Insurer through fair analysis of the market on the basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs;
- (c). In certain market segments:

3.1.c.1. We will perform a limited analysis of the market for instance we might only approach a panel of Insurers (a set of Insurers selected and reviewed regularly based on a variety of factors); or

- (d). We may only approach a single Insurer and in these circumstances we will advise you of this fact and will not provide any advice to you regarding comparable products;
- (e). In respect of all insurance products and services that we arrange we are under no contractual obligation to conduct insurance business exclusively with any one Insurer;
- (f). Receiving and transmitting orders on your behalf for a policy to one or more Insurers; and/or
- (g). Advice and assistance in processing claims against Insurers under insurance policies arranged by us on your behalf.

3.2. A list of product producers with which we hold an appointment in writing is available on request.

3.3. We place insurance policies with Insurers licenced and/or approved to underwrite such policies and who are regulated by the Central Bank of Ireland or the Financial Regulator of the country in which they are established.

3.4. We do not, in any circumstances, assess, guarantee or otherwise warrant the solvency of any insurer with whom we place such policies. As a consequence the suitability of any insurer rests with you. If you have any concerns regarding any Insurers chosen for your insurance requirements you must advise us as soon as possible and we will discuss them with you.

4. Ethical Business Practice

4.1. We do not tolerate unethical behaviour either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, rules, regulations and accounting standards.

5. Written Communications

5.1. You acknowledge that, to the extent permitted by applicable law, we may communicate with you in respect of your policy in electronic form (e.g. by fax, email, SMS or by posting secure notices on our website). You agree that we can communicate and contract with you using electronic means (e.g. by email, SMS, etc.). Should you not wish to communicate or contract with us via electronic means please either tick this box [] if corresponding by post and return it to the Customer Service Manager, Frank Glennon Limited, Charlemont House, Charlemont Place, Dublin 2, Republic of Ireland or otherwise email us at info@glennons.ie and upon receipt of your preference we will continue to send correspondence to you using standard post.

5.2. Electronic mail transmission from Glennon is confidential and intended only for the person to whom it is addressed. Should an email be received by you in error please contact us at dataprotection@glennons.ie

5.3. Cover instructions received by Glennon by electronic mail have no validity until confirmed by Glennon.

5.4. Any unauthorised form of reproduction of email communication is strictly prohibited.

5.5. By engaging in these methods of communication we and you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and the Glennon system shall be deemed the definitive record of electronic communications and documentation.

6. Website

6.1. Our website is www.glennons.ie and while we use reasonable efforts to include accurate and up-to-date information on our website, errors or omissions sometimes occur. To the fullest extent permissible under applicable law, we make no warranties or representations as to the accuracy of the content of our website and under no circumstances, including, but not limited to, negligence, shall we or any party involved in creating, producing, or delivering the website be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on our website.

6.2. We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment

- or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from our website.
- 6.3. We do not guarantee the accuracy, completeness or correctness of any information on our website. You agree that use of the site and its contents is entirely at your risk and to the extent permitted by law, all warranties or conditions that would, but for the terms of this disclaimer, be implied by statute or otherwise, are excluded.
7. **Full Disclosure**
- 7.1. When seeking a quotation and/or arranging, amending or renewing a policy the information you provide must be true in every respect and you must not withhold or misrepresent any material information on an ongoing basis.
- 7.2. Material information is any information; which you know or ought to know; that an Insurer would regard as likely to influence their assessment or acceptance of the insurance.
- 7.3. Deliberate or reckless withholding or misrepresentation of material information can lead to your Insurer voiding your policy and refuse all claims, and they need not return any of the premium paid. Where the withholding or misrepresentation of material information is not deliberate or reckless it can lead to your Insurer either;
- (a). where had they been aware of the material information and would therefore not have entered into the contract on any terms, the insurer may avoid the contract and refuse all claims, but will return the premiums paid;
- (b). If the insurer would have entered into the contract, but on different terms (excluding terms relating to the premium), the contract would be treated as if it had been entered into on those different terms if the insurer so requires;
- (c). If the insurer would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim.
- 7.4. Also note that withholding or mispresenting material information can where your policy is a Home Insurance policy result in a possible breach of the terms and conditions attaching to any loan secured on the property as well as impact on your ability to purchase insurance in the future.
- 7.5. If you are in doubt as to whether or not any such information is material, you should disclose it or contact Glennon for guidance.
- 7.6. This information includes, but is not limited to, age, occupation, claims, medical details or history, convictions, disqualifications, pending prosecutions, endorsements and for motor insurance, type of driving licence, penalty points, NCT, driving history and vehicle details.
8. **Change in Circumstances**
- 8.1. You will advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance policy.
9. **Call Recording**
- 9.1. All telephone calls including outbound calls may be recorded and monitored for regulatory, quality and training purposes.
10. **Client Money**
- 10.1. We adhere to all regulatory requirements concerning the keeping of client money separate from our own money. We do this by lodgment into a designated 'Client Premium Account'.
- 10.2. We will treat any balances held by us for you in accordance with our practices. This means that client money will be held separately from our own money. Please note that your money may be transferred to another person or party in another jurisdiction (such as another insurance broker) where such transfer is required in order to carry out services to you.
- 10.3. We accept payments in cash, by cheques, by electronic fund transfer and by credit / debit card in respect of all classes of insurance in the circumstances permitted under the Insurance Distribution Regulations, 2018. We are not authorised to accept cash or negotiable instruments in any other circumstances.
- 10.4. When paying premiums you must specify the policy (or policies) to which payment applies. In the absence of your specific instructions, we reserve the right to allocate the payment against any outstanding premium.
- 10.5. In order to protect your interests; when handling client monies we are required by law to act as agent for the insurer. This means when you pay us a premium it is taken as being received by your insurer and when we receive a payment from your insurer to give to you it is not taken as being paid until you receive it.
- 10.6. When we do act as agent for your Insurer you should note that once we have received premium from you we may not be able to return such monies to you without the express consent of your Insurer even if you cancel your policy.
11. **Our Remuneration**
- 11.1. We may receive commission from Insurers with whom we arrange your insurance policy; a summary of the details of which are available on request; and which will not be offset against any brokerage fee we charge either in full or in part.
- 11.2. In addition we may also receive additional commission payments, which are not subject to any targets on volume or growth; these include profit share arrangements and payments for the provision of additional services to Insurers.
- 11.3. We may also receive marketing, administrative or consultancy fees which may be paid or allowed by Insurers for:
- (a). Arrangements under which we seek to improve and facilitate the cover provided by Insurers to Insured customers by benchmarking and enhancing the product offered by Insurers;
- (b). Arrangements to maximise the risk appetite of Insurers for particular classes of business in order to better meet the requirements of clients;
- (c). Financial management, business processing and policy administration or other service (supplementary to services we furnish to you) provided direct to Insurers.
- 11.4. Glennon will also charge you a brokerage fee for the services provided in accordance with the undernoted schedule of fees and charges.
- Schedule of Fees and Charges**
- Personal Clients**
- (a). Arranging or renewing the proposed policy up to £230
- (b). Arranging an alteration on, or providing a service in connection with, the proposed policy up to £115 per transaction.
- Business Clients**
- (c). A fee of up to a maximum of 40% of the premium applicable (including levies/taxes) for arranging or renewing a policy subject to a minimum of £500 or as otherwise agreed for the product or services provided.
- (d). A fee of up to a maximum of £100 per transaction for arranging an alteration on, or providing a service in connection with, a policy.
- (e). A fee of up to £90 per request for issuing any duplicate documentation.
- (f). A fee of up to £185 per hour for advising on the management and settlement of claims.
- (g). A fee of up to £200 per hour for advising on the insurance implications of contracts, leases and similar documentation.
- (h). A fee of up to £150 per request for checking the insurances of any third party. Outlay such as travel and subsistence will be charged in addition at its actual cost.
- (i). A fee of up to a maximum of 5% of the premium applicable (including levies/taxes) for the cost of compliance with applicable regulations.
- 11.5. We reserve the right to amend these brokerage fees should the complexity of the product or services require a higher commission fee. We will confirm and agree this brokerage fee with you prior to any increased charge being applied.
- 11.6. Commission and brokerage fees are earned for the period of the contract and we will be entitled to retain all brokerage fees in respect of the full period of the contract in relation to contracts placed by us.
- 11.7. It may at times be appropriate (and for your benefit) for us to use other parties such as another insurance broker, wholesale broker, underwriting managers, managing general agent or reinsurance broker. These parties may also earn and retain commission and/or brokerage fees for their role in providing products and services to you for which we are not privy.
- 11.8. In the ordinary course of business we may also receive interest on Client and Insurer monies from the date we receive the funds until we settle with those due to receive them. We confirm that we shall retain that interest rather than pay it to you or the Insurer (as the case may be).
- 11.9. We reserve the right to recover reasonable travel or subsistence expenses incurred by us where such expenses are incurred wholly and exclusively for the purpose of providing the services to you provided that any request for reimbursement is in the form of

a proper invoice accompanied by appropriate receipts.

12. **Non-Payment of Premium**

- 12.1. You agree to pay all premiums and other charges on or before the due date as set out in the documentation we issue you.
- 12.2. Should the premium or any instalment of it remain unpaid by the due date, the insurance contract may be cancelled by us or by your insurer in accordance with any cancellation clause in the policy.
- 12.3. In some cases your Insurer may impose a premium payment warranty or condition which requires you to pay your premium within a stipulated time frame. If applicable and you do not think you will be able to comply with this warranty or condition please contact us immediately.

13. **Over Payment to Glennon**

- 13.1. Where a discrepancy of £2 or less arises between the amount due and the amount actually received to cover your Insurance premium and our fees, we shall be entitled to accumulate and donate to a Charity of our choice in a lump sum at the end of each year.

14. **Proposal Form / Statement of Fact**

- 14.1. To incept your contract of insurance:
 - (a). Some Insurers will require you to complete and sign a Proposal Form, Questionnaire or similar document.
 - (b). Other Insurers will issue you with a Statement of Fact based upon information which you provide to us, which must be true and complete with no material fact misrepresented or withheld by you.
- 14.2. This Proposal Form or Statement of Fact will form the basis of your insurance contract with an Insurer.
- 14.3. We will advise you in this process but are not able to complete the document on your behalf save where we pre-populate (either partially or fully) the document based on information provided by you.
- 14.4. In either case, you must review the information in these documents carefully before entering into a contract of insurance and advise us immediately if any of the information requires amendment.

15. **Demands and Needs Statement**

- 15.1. For consumers as defined in the Financial Conduct Authorities Handbook prior to providing, arranging or renewing a product or service, we will issue you a Demands and Needs Statement which will set out the reasons why the product(s) or service(s) being offered or recommended to you are considered to be suitable for your needs and objectives; personal circumstances; and financial situation based on the information you have provided to us including for policies arranged via our website and with each New Business Quotation and Renewal Invitation Pack.
- 15.2. Where immediate cover is required a Demands and Needs Statement will be issued immediately after the policy has been arranged. You must read this statement to satisfy yourself that the cover offered by the policy selected fully meets your requirements. See the section on Cooling-Off Period – Right of Withdrawal in the Consumer Distance Sales Information attached.

16. **Policies**

- 16.1. Any insurance arranged by Glennon is subject to all the terms, conditions and exclusions of the policy of the Insurer selected.
- 16.2. It is essential that you read and strictly comply with the terms, conditions, warranties and exclusions in your Insurer's policy, which you have been given or which is available on request from us; or in respect of Motor and Home policies which can also be viewed in our Information Centres on our Website; in order to satisfy yourself that the cover offered by the policy meets with your requirements.
- 16.3. Failure to comply with any terms, conditions, warranties and exclusions can invalidate the insurance at the option of your Insurer.
- 16.4. If for some reason you breach or cannot comply with a term, condition, warranty or exclusion in your policy you should discuss the matter with us immediately.

17. **Claims**

- 17.1. You are responsible for notifying claims or potential circumstances that may give rise to a claim in accordance with your insurance contract.
- 17.2. To ensure full protection under your policy or similar documentation you should familiarise yourself with the coverage, conditions or other procedures immediately relating to claims and to the notification of those claims. Failure to

adhere to the notification requirements, particularly timing, as set out in the policy or other coverage document, may entitle Insurers to deny your claim.

- 17.3. In presenting a claim it is your responsibility to disclose all facts which are material to the claim. Claims may be made against certain policies long after they have expired. It is important therefore, that you keep your policy documents in a secure place. All claims, or any circumstance that may give rise to a claim, should be reported immediately to us. If you are in any doubt as to whether or not a matter should be reported, please contact us and we will be happy to discuss with you.
- 17.4. It is generally the case that claims may become unenforceable by way of legal proceedings (or in some jurisdictions, completely extinguished) if they are not pursued by legal proceedings commenced within the relevant limitation period applying to your claim in the jurisdiction in question. It is your responsibility to monitor the position on limitation periods applying to your claims and to commence legal proceedings in relation to your claims "standstill" or "tolling" agreements in order to suspend the applicable relevant limitation periods, where this is desirable. Glennon will not commence legal proceedings or enter into standstill/tolling agreements on your behalf, nor will Glennon advise you if and when to do so. On these issues we recommend you take your own legal advice.
- 17.5. We will provide a claims broking service to you as long as you remain our client. However, if you cease to be our client but request us to continue to services any claims(s) on your behalf, we reserve the right to charge a specified fee to you for such services.

18. **Variation**

- 18.1. You agree that we have a right to amend this document by sending you either a notice of amendment in writing or a revised Terms of Business Agreement. Any amendment will apply in respect of any service transaction entered into by us after notice of the amendment is given, and may take effect either immediately or at such later date as the notice may specify. Any such amendment shall not affect any rights or obligations of either of us already accrued.

19. **Sanctions**

- 19.1. The sanctions profile of different business (es) may differ on the basis of a number of complex factors, which may include business activity, type of good or product, nationality, ownership, control, and geographical location(s) of the parties involved. As regards the applicability of sanctions regimes, we are unable in any circumstances to give you legal or regulatory advice, nor can we guarantee or otherwise warrant the position of any Insurer under existing or future sanctions regimes. As a consequence, applicable sanctions remain a matter for you and you should take such legal advice as you deem appropriate in this regard. You should inform us of any insurance requirements you have which touch upon or are linked to sanctioned territories.
- 19.2. We will comply with all applicable sanctions regimes (whether currently existing or implemented in the future) and you are advised that where obliged by applicable sanctions legislation we may have to take certain actions which include but may not be limited to:
 - (a). Freezing of the account concerned; and/or
 - (b). Refusing to handle or administer a claim which would benefit (directly or indirectly) a sanctioned entity or person, subject to exemption or obtaining a licence (which we might not get) or,
 - (c). Refusing to administer the renewal of an existing insurance contract which would benefit (directly or indirectly) a sanctioned entity or person, subject to exemption or obtaining a licence (which we might not get).
- 19.3. We cannot be held responsible for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanctions policy, restrictions and constraints.

20. **Conflicts of Interest**

- 20.1. It is our policy to avoid any conflict of interest when providing business services to our clients, however this agreement will not prevent us from acting for other Clients who may be your competitors or with whom you have business dealings.
- 20.2. Where an unavoidable conflict of interest does arise we will explain the situation fully and if there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.

21. **Default Remedies**

Default by you:

- 21.1. All insurance policies are arranged on the express condition that pending receipt of the premium from you, we reserve the right, notwithstanding delivery of a policy, insurance certificate or receipt to you, to cancel the policy, obtain a refund from the Insurers and apply same in reduction of the amount due from you.
- 21.2. We will, if necessary, exercise our legal rights to receive any payments due to us from clients for services provided by us and to be reimbursed for any value obtained by us for clients arising from payments by us on behalf of clients who subsequently default on any payment due to us. Insurers may withdraw benefits or cover on default of any payments due under any policies arranged for your benefit or on failure by you to accurately provide all material information in relation to such insurance policies.
- Default by Glennon:**
- 21.3. In the unlikely event that we cannot meet our liabilities to you any monies paid by you to us for an insurance policy are deemed to be accepted by the Insurer with whom we have arranged your insurance.
- 22. Investor Compensation Act, 1998**
- 22.1. The Investor Compensation Company Ltd. (ICCL); established under the Investor Compensation Act, 1998; operates a compensation scheme; which we are a member of; that provides for the payment, in certain circumstances, of compensation to certain clients of member firms, as defined in that Act.
- 22.2. Compensation may be payable where money owed to clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so.
- 22.3. Where an entitlement to compensation is established, the compensation payable will be the lesser of 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or compensation of up to €20,000. For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.
- 23. Irish Brokers Association Compensation Fund Limited**
- 23.1. As a member of the Brokers Ireland, Frank Glennon Limited is also a member of the Irish Brokers Association Compensation Fund Limited Subject to the rules of the scheme, the liabilities of its member firms up to a maximum of €100,000 per client (a maximum €250,000 in aggregate for member firms) may be discharged by the Fund on its behalf if the member firm is unable to do so, where the above detailed ICCL (established by law) has failed to adequately compensate any client of the member.
- 24. Client Instructions through Third Parties**
- 24.1. Clients sometimes authorise third parties to give us instructions (usually by telephone, fax or e-mail) to alter their policies (such as a motor dealer instructing us to make a vehicle change) or to seek information on their policy (such as a Building Society seeking information on the building sum insured). It is our practice in such circumstances to accept such instruction and/or provide such information 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.
- 24.2. If you do not wish us to accept such instructions and/or provide information on your policy from and/or to any person other than as authorised under the Data Protection Acts, please email info@glennons.ie or if corresponding by post please tick here [] and return it to the Customer Service Manager, Frank Glennon Limited, Charlemont House, Charlemont Place, Dublin 2, Republic of Ireland.
- 25. Complaints**
- 25.1. Glennon are committed to providing high quality customer service. If you have any complaint in relation to the services provided by us you should write to our Customer Services Manager outlining the nature of your complaint. Any such complaint will be acknowledged as soon as possible but not later than five business days from the date of receipt informing you of the contact person who will deal with your complaint.
- 25.2. Your complaint will be fully investigated and we will provide you with progress updates at intervals of not more than twenty business days. We will aim to provide a full response to you as quickly as possible but not later than forty business days from the date of receipt of your complaint or if circumstances dictate such longer period of which you will be informed in writing.
- 25.3. If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Republic of Ireland; Tel: +353 1 567 7000; Email: info@fspo.ie, website: www.fspo.ie.
- 25.4. You may also refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR; Tel 0845 080 1800; Email: enquiries@financial-ombudsman.org.uk but must do so within 6 months of the date of our final decision.
- 25.5. Your right to take legal action is not affected by following any of the above procedures.
- 26. Limit of Liability**
- 26.1. To the extent permitted by law, Glennon and/or our affiliates' aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Agreement or the services provided hereunder shall be limited as follows:
- In respect of personal injury or death caused by our negligence, no limit shall apply;
 - In respect of any fraudulent acts (including theft or conversion) or wilful default by us, no limit shall apply;
 - In respect of other claims, our total aggregate liability shall be limited to the sum of EUR €5 million; and
- 26.2. Subject to clauses (a) and (b) above, in respect of the following losses: loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any other indirect or consequential loss, we will have no liability in any circumstances.
- 26.3. Where you fall under the definition of a Consumer under the Central Bank of Ireland's Consumer Protection Code nothing in 26.1 or 26.2 excludes or restricts any legal liability or duty of care we owe to you in connection with the provision of financial services.; any duty we have to act with due skill, care and diligence on your behalf; or any liability owed for failure to exercise the degree of skill, care and diligence that may reasonably be expected of us in the provision of financial services.
- 26.4. Your direction to bind coverage and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of this section.
- 27. Termination**
- 27.1. Either of us may terminate this Agreement upon the giving of one month's notice in writing to the other or as otherwise agreed.
- 27.2. Termination will not in any event affect accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payment save that you will pay:
- Any outstanding amounts due to us and/or to Insurers with whom we have placed insurances on your behalf; and
 - Any additional expenses necessarily incurred by us in settling or concluding outstanding obligations.
- 27.3. With effect from the date of termination, we shall have no further obligation to perform any of Our Services and all sums payable by you to us and/or your Insurer shall become due and payable.
- 28. Force Majeure**
- 28.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control ("Force Majeure Event").
- 28.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control.
- 28.3. Our performance of this Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.
- 29. Waiver**
- 29.1. If we fail to insist upon strict performance of any of your obligations under these Terms of Business, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms of Business, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 29.2. A waiver by us of any default shall not constitute a waiver of any

subsequent default. No waiver by us of any of the terms of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing by our authorised personnel.

30. Severability

30.1. If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

31. Entire Agreement

31.1. This Agreement and any document expressly referred to in it constitutes the whole agreement between us and supersedes and replaces any previous arrangement, understanding or agreement between us relating to the subject matter of this Agreement.

32. Governing Law

32.1. This Agreement is subject to the laws of Ireland and the Irish Courts and will have exclusive jurisdiction over any dispute.

33. Compliance

33.1. We will pay due regard to, and you agree to co-operate with us to ensure compliance with, any legislative and regulatory requirements relating to the provision of Our Services.

34. Anti-Corruption, Anti-Bribery and Anti-Fraud

34.1. We will not be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any law against bribery, corruption or fraud.

34.2. We maintain anti-corruption / bribery / fraud policies and procedures which seek to prevent corruption / bribery or fraudulent offences and will take any and all actions to comply with such laws, policies and procedures.

34.3. The Association of British Insurers have estimated that the cost of insurance fraud to be in excess of £1 billion each year. This is a cost which is ultimately carried by innocent, law-abiding consumers and policyholders. In the interests of our customers and the integrity of the market we adopt a zero tolerance approach to fraud in all its forms. We undertake our own quality control and fraud detection measures. Where we identify suspected fraudulent activity we reserve the right to report these suspicions to Insurers or any other relevant authority.

Data Protection Privacy Notice

1. This privacy notice tells you how we use your information and confirms that your Data Controller is Frank Glennon Limited (“we”, “us”, “our”), Charlemont House, Charlemont Place, Dublin 2, Republic of Ireland. Email: info@glennons.ie.
2. Our Data Protection Officer is contactable by email at: dataprotection@glennons.ie or write to The Data Protection Officer, Frank Glennon Limited, Charlemont House, Charlemont Place, Dublin 2, Republic of Ireland.
3. This Data Privacy Notice (Notice) is an important document. Please read it carefully. It is also available on our website at www.glennons.ie/data-protection-privacy-notice/. If you would like a printed copy, please contact dataprotection@glennons.ie and we will send you a copy.
4. “Data Controller” and “Personal Data” have the meaning given in the General Data Protection Regulations 2016.
5. We are subject to all applicable data protection and privacy laws when processing your personal data. Further, we shall ensure that any third party with whom we share your personal data with under 6.6(g) below are also subject to the same applicable data protection and privacy laws.
6. **How and Why We Use Your Personal Information**
 - 6.1. Personal data provided by you or by others will be used by us, and your insurance company (where applicable), for the provision and administration of insurance products, related services and for statistical analysis.
 - 6.2. Should you be unable to provide us with the required personal data, we will be unable to provide you with insurance or process a claim.
 - 6.3. Legislation and various codes of conduct require us to gather additional information from and about you. For example, we gather information about you and the risk you wish to insure to comply with the Insurance Conduct of Business Rules.

6.4. We will use and share certain personal data for the performance of the contract or to take steps prior to entering into the contract of insurance. The following processing activities are used for this legal purpose:

- (a). Providing a quotation,
- (b). Arranging and administering a policy,
- (c). Handling a claim,
- (d). Handling a third party claim,
- (e). Sharing details with or seeking personal information from your Insurer (if applicable), other intermediaries and anyone authorised by you to act on your behalf,
- (f). Sharing details with or seeking personal information from loss adjusters, repairers and other claims handling agents, medical practitioners, engineers and legal practitioners.

6.5. We will use and share certain personal data so as to comply with certain legal obligations and regulatory requirements. The following processing activities are used for this legal purpose:

- (a). To verify your identity and verify the accuracy of the information we receive,
- (b). To process any payments whether in relation to your policy or a claim,
- (c). To manage and investigate any complaints,
- (d). To comply with laws and regulations,
- (e). To make back-ups of your data in case of emergencies and for disaster recovery purposes.

6.6. We will use and share certain personal data for legitimate business interests. The following processing activities are used for this legal purpose:

- (a). Risk management, auditing and the provision of legal advice which are key governance functions to protect our business,
- (b). Checking information provided ensures accuracy which contributes to effective administration of insurance products and services,
- (c). Prevention and detection of fraud to help protect the business and the insurance market,
- (d). Direct marketing of our other products and services by post, telephone (including mobile), e-mail or other means of communication which might be of interest to you.
- (e). Market research, competitions, customer satisfaction surveys, and data analytics, including profiling, to develop and enhance the customer relationship and journey as part of our business strategy,
- (f). We may record or monitor calls for regulatory, training and quality purposes,
- (g). We may also share with or seek information from a number of external parties in order to administer your policy and to prevent and detect fraud. For example:

6.6.g.1. Other insurance companies and intermediaries to confirm information provided and to safeguard against non-disclosure and help prevent insurance fraud,

6.6.g.2. Anyone authorised to act on your behalf,

6.6.g.3. Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers,

6.6.g.4. As a result of our legal and regulatory obligations. This can include with the PSNI, other official agencies and on foot of a Court Order or Subpoena,

6.6.g.5. Our subsidiary companies to deliver our products and services and fulfil our operating entity responsibilities.

6.6.g.6. Loss adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process,

6.6.g.7. With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.

(h). Where we obtain data from the above sources, the categories we obtain will be personal data or claims information relating to insurance profiling, claims handling and fraud prevention.

6.7. We may need your consent for the processing of certain data and in these cases, we will inform you of such processing and the reason for this at the time consent is captured.

6.8. In order to provide you with our products & services, we may share your personal information with third parties as set out in 6.6(g) above and on occasion, some of your personal information may be sent to third parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard

data protection clauses adopted by the European Commission, as a result of an adequacy decision of the European Commission; or where the transfer is necessary for the conclusion or performance of a contract concluded in your interest between us and another natural or legal person; for example your employer in a Non-EEA country. If you would like more information about the relevant safeguards in place please send an email to dataprotection@glennons.ie or write to us using the address provided in Section 2.

6.9. In all of these processing activities, your interests are considered and we ensure that necessary safeguards are in place to protect your privacy, such as contracts in place with third parties, restricted access to data, regular testing and evaluation of technical and organisational security measures, retention limitations etc.

7. Representation

7.1. The accuracy of the personal data you provide to us is paramount to the provision of valid insurance and administration services.

7.2. Accordingly, when you provide us with personal data, you warrant and represent to us that in respect of any personal data of any data subject which you provide to us you have the authority of the relevant data subject(s) to disclose such personal data to us and that all such data is accurate, complete and up to date.

7.3. You also warrant that you will make them aware of this Data Protection Notice and the terms of the insurance (including changes to the terms or processing activities).

8. How Long We Keep Your Personal Information

8.1. Information submitted for a quotation, which does not result in the issue of a quotation pack, may be retained by us for a period of up to 2 years from the date of the quotation.

8.2. All information in respect of a quotation, which does result in the issue of a quotation pack, and in respect of a policy arranged and administered by us (to include all call recordings and claims on the policy) will be held for 8 years after the ending of our Client/Broker relationship to ensure we meet our regulatory obligations.

8.3. There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

9. Your Rights In Relation To Your Personal Information

9.1. You have the right to request a copy of your personal data, and to have incorrect personal data about you corrected.

9.2. Where we required your consent to process your personal data you have the right to withdraw your consent for such processing. If you withdraw your consent, this does not affect the lawfulness of processing based on consent before its withdrawal.

9.3. You also have the right to have your personal data erased, object to certain processing activities, or to have the processing restricted.

9.4. You have the right to data portability for insurance purposes.

9.5. If you would like to exercise any of these rights, please email a request to dataprotection@glennons.ie or write to us at the address contained in Section 2 of this notice. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- (a). Your name;
- (b). Address(es);
- (c). Date of birth;
- (d). Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.

9.6. All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time).

9.7. We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

9.8. Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative obligations which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

9.9. Please note also that exercising some of the above rights may lead to us being unable to continue to service your policy and therefore lead to cancellation of your policy, but when this is the case we will explain this to you in our response.

10. Automated Decision Making

10.1. Certain processing activities may involve the use of automated (computer based) decision making; for example; before we can arrange an insurance product or service for you we must obtain a quotation from an Insurer's Rating Engine which calculates the insurance risks based on the information that you have supplied. This will be used to determine if the Insurer can provide you with a policy and to calculate the premium you will have to pay to arrange cover with them.

10.2. The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

11. How can you lodge a complaint?

11.1. If you wish to raise a complaint on how we have handled your personal information, please send an email to dataprotection@glennons.ie or write to us using the address provided in Section 2. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

11.2. If you are not satisfied with our response you can lodge a complaint to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Tel: 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number. Email: casework@ico.org.uk.

12. Up To Date Information

12.1. In order for us to keep your information accurate and up to date, please contact us if any of your details change.

13. Changes to our Data Protection Notice

13.1. This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

14. How do you ask a question about this Data Protection Notice?

14.1. If you any questions or comments about this privacy notice please contact The Data Protection Officer, Frank Glennon Limited, Charlemont House, Charlemont Place, Dublin 2, Republic of Ireland.

14.2. You may also email us at dataprotection@glennons.ie.

15. Direct Marketing

15.1. We will only contact you for direct marketing purposes where we are entitled to do so, including where you have consented to receiving such communications.

15.2. If you no longer wish your information to be used for marketing purposes please write to us at Frank Glennon Limited, Charlemont House, Charlemont Place, Dublin 2, Republic of Ireland or e-mail us at marketing@glennons.ie.

Consumer Distance Sales Information

1. **Consumer** - A Consumer is defined by the Distance Marketing Directive as a natural person acting for purposes outside his/her trade, business or profession
2. **Quotation Period** - Quotations are valid for the period outlined in each quotation pack or renewal invitation.
3. **Cooling Off Period – Right of Withdrawal** - Where you qualify as a consumer as defined above you have a right to withdraw from any Insurance policy (other than short term policies of less than one month's duration) within fourteen days of inception of cover, or the date on which you receive your policy schedule and/or Motor Insurance Certificate without penalty and without any reason.
 - 3.1. The right of withdrawal may be exercised by notice in writing to us or your Insurer quoting your policy number.
 - 3.2. In relation to motor vehicle insurance a notice of cancellation is not properly given unless the relevant Certificate of Insurance have been returned to us or your Insurer.
 - 3.3. Should this right be exercised your Insurer will do one of the following:
 - (a). It will treat your policy as though it effectively was never in force and will refund you any part of your premium you have paid less an administration fee, or
 - (b). It will deduct from any part of your premium you have paid the premium for the time you have already been on cover and also charge you an administration fee.Please see Sections 9 and 10 below for how cancellation of your policy is handled where the fourteen day cooling off period has expired.
4. **Main Characteristics of the Policy** - The main characteristics of your (the consumer's) insurance policy is as explained to you by us and summarised in our Policy Demands and Needs Statement and as set out in your policy terms and conditions which is available on request from us.
5. **Period of Insurance** - Subject to cancellation, the period of insurance in respect of any Insurance Policy held with us will be the period specified in the Insurance Company's Policy Schedule and/or Certificate of Motor Insurance and/or Renewal Notice.
6. **Additional and Return Premiums Payable on Making Policy Alterations** - If you make an alteration to your policy your Insurer will recalculate your premium which may result in an additional premium due to them or a return premium due to you. Some Insurers may only charge an additional premium to you or allow a return premium to you where the amount of such premium following a policy alteration is equal to or greater than a minimum amount often in the region of £20. An Insurance Premium Tax (IPT) is added to all premiums.
7. **Default** – Non-payment of your premium or part thereof or breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled.
8. **Compensation** - Please note that in the event of your Insurer being unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.
9. **What will happen if I or the Insurer want to cancel the policy?** - You (the consumer) can cancel your policy at any time by writing to us or your Insurer. The policy will be cancelled on the date we or your Insurer receive your request in writing and in the case of Motor Insurance the date we or your Insurer receive the relevant Certificate and Disc of Motor Insurance. We or your Insurer may cancel your policy by writing to you and giving you notice of the cancellation of your insurance as provided for in your policy.
10. **Will I receive a refund when my policy is cancelled?** - 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. If you cancel during the first year of insurance (outside the cooling off period), an administration charge will apply.
11. **What happens if I miss an instalment payment?** - If you pay your premium by instalments we or your Insurer may cancel the policy if you miss a payment. We or your Insurer will write to you providing a reasonable time period to make the payment before the policy is cancelled.
12. **Insurer Complaints Procedure** - Any enquiry or complaint relating to your Insurers standard of customer care should be notified by contacting the Customer Service Manager of your Insurer in question at their registered address, stated in your Policy Document with your policy/quote number and details. If your complaint is still not resolved to your satisfaction and you remain dissatisfied with your Insurer's final response to your complaint you can refer your complaint to the Financial Services Ombudsman's Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Republic of Ireland; Tel Lo-Call 1890 88 20 90; 353 1 6620899, Fax 353 1 6620890; or e-mail: enquiries@financialombudsman.ie; Website: www.financialombudsman.ie and/or Insurance Information Services –; website: www.iif.ie. You may also refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR; Tel: 0845 0801800; Email: enquiries@financial-ombudsman.org.uk but You must do this within six months of the date of our decision. Your right to take legal action is not affected by following any of the above procedures.
13. **Policy Governing Law** - The laws of Ireland will apply to your policy and Irish Courts will have jurisdiction to hear any disputes regarding your policy unless otherwise stated on your proposal form or in your policy terms and conditions.
14. **Language** - Your insurance policy and all communications in respect of your policy will be in English.

FOR FULL DETAILS OF ALL YOUR POLICY TERMS, CONDITIONS AND EXCLUSIONS PLEASE CONSULT YOUR POLICY DOCUMENT, AND/OR SCHEDULE AND/OR MOTOR CERTIFICATE OF INSURANCE WHICH YOU HAVE BEEN GIVEN AND WHICH ARE AVAILABLE ON REQUEST FROM US. IF YOU HAVE ANY QUERIES ON ANY ASPECT OF YOUR INSURANCE POLICY OR THE SERVICES WE PROVIDE PLEASE DO NOT HESITATE TO CONTACT US.

Frank Glennon Limited, Insurance Brokers and Consultants, Charlemont House, Charlemont Place, Dublin 2, Republic of Ireland. Phone: +353 (01) 7075800, Fax: +353 (01) 7075980, Email: info@glennons.ie, Website: www.glennons.ie

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