

# Terms of Business Agreement

Arthur J.Gallagher Insurance Brokers (Ireland) Limited



**Gallagher**

Insurance | Risk Management | Consulting

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**Terms, Conditions, Obligations & Responsibilities**  
**Terms of Business including Schedule of Fees and Charges**  
**Effective 23<sup>rd</sup> September 2024**

## Scope & Application

This agreement, together with any separate written agreement between you and Arthur J. Gallagher Insurance Brokers (Ireland) Limited T/A Gallagher, PolskiQuote, First Ireland (“Gallagher”), sets out the terms on which we agree to act for you when we are instructed to provide services by you.

In this agreement “we”, “us” and “our” means “Gallagher”. References to “insurers” include insurance companies, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to “insurance” or “insured” include reinsurance and reinsured respectively. Additionally, any reference to “policy” shall mean an insurance or reinsurance policy, as appropriate.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely.

If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

We specifically draw your attention to the following sections:

- (a) What do we do?
- (b) Our remuneration
- (c) How do we handle your money?
- (d) Consumer Duty of Disclosure
- (e) Conflicts of interest
- (f) Complaints
- (g) Limitation of Liability

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and “Gallagher”, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to “you” and “your” mean you and each of your group companies.

This agreement replaces any terms of business agreement that we may have previously agreed with you. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- a) to reflect changes in our services or in market practice
- b) to reflect legal or regulatory developments, or
- c) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

## Who are we?

Arthur J. Gallagher Insurance Brokers (Ireland) Limited T/A Gallagher, PolskiQuote, First Ireland C1645 is authorised and regulated by the Central Bank of Ireland under European Union (Insurance Distribution) Regulations 2018 (S.I. No. 229 of 2018) (the “IDD Regulations, as amended”). A copy of our

regulatory authorisation is available on request and is displayed in the public areas of our offices.

“Gallagher” is a company incorporated and registered in Ireland with company number 22380 whose registered office is at The Arc, Drinagh, Wexford, Y35 RR92. You can find out more about us at [www.ajg.ie](http://www.ajg.ie)

We are registered with the Competition and Consumer Protection Commission as a Credit Intermediary. We are also members of Brokers Ireland and the Investor Compensation Scheme established under the Investor Compensation Act 1998.

## Codes of Conduct

We are subject to the Consumer Protection Code, Minimum Competency Code and Fitness and Probity Standards which offer protection to consumers. The Codes can be found on the Central Bank’s website [www.centralbank.ie](http://www.centralbank.ie).

## What do we do? Our Services

We offer access to general insurance, financial services products and services provided by a wide range of Irish and EU insurers, including Lloyd’s.

Our services include advising you on your insurance needs, arranging insurance policies with insurers to meet those needs, and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority, or where we have entered into a managing general agency agreement with one or more insurers. In cases where we are acting on behalf of the insurer, we will be acting as their agent. Please see the section headed Conflicts of Interest for more information about how we manage these arrangements.

We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover. Where we receive your instruction or a firm order after normal office hours, placement of your insurance will be subject to further confirmation by us as soon as reasonably possible the following business day.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

Additionally, when we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise, we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

## Life, Pensions & Investments

We provide advice (as defined under the IDD regulation) in relation to the provision of life insurance policies, investment products and pensions and which of these policies, products or pensions are suitable for your needs. We will identify and select a suitable product producer through fair analysis of the market based on 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.

In certain market segments, we will perform a limited analysis of the market for instance we might only approach a panel of product producers or we may only approach a single product producer and in these circumstances we will advise you of this fact and we will not provide any advice to you regarding comparable products.

We will provide assistance to you for any queries you may have in relation to the policies or in the event of a claim during the life of the policy and we will explain to you the various restrictions, conditions and exclusions attached to

your policy. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover.

Specifically on the subject of permanent health insurance policies we will explain to you; (a) the meaning of disability in the policy; (b) the benefits available under the policy; (c) the general exclusions that apply to the policy; and (d) the reductions applied to the benefit where there are disability payments from other sources.

For a serious illness policy we will explain clearly to you the restrictions, conditions and general exclusions that relate to that policy.

### **Sustainability Factors -**

Under Commission Delegated Regulation 2017/2359/EU (as amended by the Sustainable Finance Disclosure Regulation 2019/2088/EU) when providing you with Advice on which Insurance Based Investment Product (IBIP/Investment/Pension) is most suitable to meet your needs we are required to consider if the product meets, among other things, your sustainability preferences.

### **Periodic Assessment of Suitability**

For Insurance Based Investments Instruments (IBIP).

Ongoing suitability assessments will form part of the service to clients whose investments come under the remit of the Insurance Distribution Regulations 2018. Where your investment falls under these regulations we will provide you, on an annual basis, with a client report summarising how the selected product(s) continues to meet your investment needs and objectives (including sustainability preferences where appropriate) and are in line with your most up-to-date risk profile or not as the case may be determined from our analysis.

## **Non Life Insurance Policies**

### **Commercial Insurance**

We can provide advice on and arrange products which include but are not limited to: Business insurance, agricultural, manufacturing, leisure, equestrian, hospitality, fleet insurance, property risks, goods in transit, management liability, cyber risks, contractors insurance.

### **Personal Insurance**

We can provide advice on and arrange products which include but are not limited to: Private car insurance, motor, home insurance, holiday home insurance, landlord insurance, travel insurance, gadget insurance, legal protection insurance.

We will provide Advice in relation to the provision of non-life insurance policies and which of these products are suitable for your needs. We will identify and select a suitable product producer through fair and personal analysis of the market based on 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.

In certain market segments, we will perform a limited analysis of the market for instance we might only approach a panel of product producers or we may only approach a single product producer and in these circumstances we will advise you of this fact and we will not provide any advice to you regarding comparable products.

We will provide assistance to you for any queries you may have in relation to the policies or in the event of a claim during the life of the policy and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover.

To ensure continuity of cover we will seek renewal terms on your behalf. Where you have an existing policy which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewal and when we receive your instruction. You have the right not to avail of this service.

We also offer schemes for Personal and Commercial Insurance across Equestrian, Motor (Taxi, Hackney, Classic Car), Bicycle shops, BER Assessors, Nursing Homes, Driver Testers and Driving Instructors. We have agreed special packages (Insurance Schemes) with specific product producers for particular types of cover catering for Affiliate Groups etc.. These packages and products producers are selected following a thorough and fair analysis of the market and an assessment that they are most suitable for typical consumers of that type of cover or for members of those associations. This is

carried out on a periodic basis. Where we assess consumers as being eligible for these packages they are considered as being analysed as part of a group

## **Which insurers do we use?**

We transact business only through product providers who are regulated by the Central Bank of Ireland or another equivalent EU regulator.

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. In certain circumstances we may act for insurers, or use services of other of our group companies – please see the “Conflicts of Interest” section for further information.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

## **Credit Agreements:**

**As with all credit agreement, terms and conditions apply and we strongly advise that you read all documentation relating to such agreements before entering into same.**

### **Our Commitment To You**

We endeavour in all transactions to:-

- Act honestly and fairly in conducting our business activities in the best interests of our clients and the integrity of the market.
- Comply with all regulatory requirements applicable to the conduct of our business activities, to promote the best interests of our clients.

We are here to help, if you require additional assistance because of vulnerability, please let us know. It is important that you note, it is your responsibility to read the policy documents and supporting schedules, literature and brochures to ensure that you understand the nature of the policy cover and the restrictions which may apply. If you are a “vulnerable customer” you may request that we add your ‘trusted contact person’ to our records for you, whom we may contact in certain specific circumstances.

## **Premium Finance**

Where you decide to enter into a credit scheme with a third party provider for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf, under the credit scheme without further reference to you. Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

## **Your Premium payment obligations**

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

## Handling Clients Money

We accept payment by credit or debit card, by electronic fund transfer or by cheque and online payment. Monies received from clients are retained in our client premium account, which is a bank account solely for client monies. We issue a receipt for all payments received into our client premium account. A receipt is issued with your protection in mind and should be stored safely. 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.

## Premium Rebates

In the event of a policy alteration or cancellation when a refund is received from the insurance provider, on condition the premium is paid in full, we will refund our client within five working days or as otherwise required under Irish Law. Refunds will be issued once the Insurer has confirmed same to "Gallagher". It is our policy is to issue return premiums by electronic bank transfer and not to issue cheques, except in exceptional circumstances.

## Payment Default/ Policy Cancellation

Default of payments by clients

We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for services provided. In particular, without limitation to the generality of the foregoing the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firms have acted in good faith in renewing a policy of insurance for the client.

Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Your Policy may be cancelled in the event of the following:

- Your nonpayment of the premium due at inception, renewal or following a midterm adjustment
- Your bank returns your cheque due to insufficient funds or any other reason
- Non-disclosure of relevant information
- Non-receipt of required documentation
- Insurer enforced cancellation

Your Insurer may cancel your policy in certain circumstances; these conditions are outlined in your policy documents. We collect premiums for onward transmission to Insurers. In the event that such premiums are not paid, Insurers are entitled to cancel cover without notice. It is therefore critical to the guaranteed continuance of your insurance cover that your premium is paid on time. When paying premiums, you must specify the transaction to which the payment applies. In the absence of specific instructions, we will allocate the payment to the longest outstanding transaction on your account and after that, to the earliest transaction due to Insurers. If you have a loan with Close Premium Finance, the rebate from the product producer will be added to your loan account and then the outstanding balance/refund will be determined

**Commercial clients who are not consumers within the meaning of the CPC (as may be repealed and replaced from time to time) or the Consumer Insurance Contracts Act 2023 (CICA) are not within the scope of the rights and protections afforded to consumers under either the CPC or the CICA**

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

If you have taken out a general insurance contract, and we have not met face to face during the process, you may cancel the contract by giving notice in writing to us within 14 days after the date you were informed the contract is on cover. If you have taken out a general insurance contract, and we have met face to face during the process, you may cancel the contract by giving notice in writing to the insurer within 14 working days after the date you were informed the contract is on cover. The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover. This right to cancel does not apply where, in respect of

life insurance 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. This is called, "the cooling off period". If the cover relates to motor insurance the policy cannot be cancelled or monies refunded until the relevant certificate of insurance and windscreen disc have been received by the product provider. No refund will apply if a claim has occurred on the policy. You are entitled to cancel your policy during the period of cover. Please note that if you cancel a policy which was set up on a minimum and deposit basis no refund will be allowed following cancellation. Please note that if you opt to cancel an insurance policy covering a property which is subject to a mortgage you may be in breach of the mortgage terms in cancelling cover.

## Our Remuneration

We may earn our remuneration on the basis of fee, commission and or other types of remuneration. We may earn a minor non-monetary benefit which we will only accept if it enhances the quality of our service to you our client. For example: attendance at a product seminar or assistance with branding, IT support etc. We may be remunerated by commission from insurers on completion of business. Details of this remuneration and a summary of all remuneration arrangements from each Insurer and Product Producer is available on request and on our website [www.ajg.ie](http://www.ajg.ie).

Where we receive recurring commission, this forms part of the remuneration for initial advice provided. In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below. In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from the fees outlined below.

## Life, Pensions and Investments

You may elect to deal with us on a fee basis, otherwise we will be remunerated by commission from the Insurance Company. If you do so, our fees in respect of life, pensions and investment products are set out in the table below.

Professional Advisor	Professional Fee (Hourly Rate)
Account Director (Financial Planning/Commercial)	Up to €350
Account Executive	Up to €200
Support Staff	Up to €150

## General Insurance

A commercial client may opt to pay on an hourly rate as indicated the table above:

Commercial Products	Minimum Fee	Up to a Maximum
Service		
Initial Set Up	€100	40% of premium
Renewal	€100	40% of premium
Alterations/Duplicate Documentation	€50	40% of premium
Dishonoured Payments	€20	

Personal Products	Minimum Fee	Up to Maximum
Service		
Initial Set Up	€65	40% of premium
Renewal	€65	40% of premium
Alterations/Duplicate Documentation	€30	20% of premium
Dishonoured Payments/Replacement cheques	€20	

It is our policy to disclose the fee charged on our documentation to you.

- An administration fee may apply to policies on direct debit. In some instances our product producers may collect the administration charge on our behalf.
- We do not charge for payments made by credit/debit cards.
- Any third-party charges in connection with your policy will be included in the premium.

Advice without placement of a contract is chargeable on a time disbursements basis:

Provision of advice only by:	Professional Fee (Hourly Rate)
Account Director (Financial <b>Planning/Commercial</b> )	Up to €350
Account Executive	Up to €200
Support Staff	Up to €150

We are also remunerated by commission received from the product producers for the work involved in placing orders and finalising policies with them on your behalf. This ranges from 0% to 30% dependent on the class of business. A number of product producers do not pay commission.

A commission of €23.75 is received under the Roadside and Homestart Assistance product. We receive commission of €9.50 on our Keycare product. We also receive commission of €20.24 for ARAG Commercial Legal Expenses. Where separate premium finance/credit agreements are arranged for you via a premium finance provider we may earn additional commission of up to 7% of the annual premium.

## Regular Reviews

It is in your best interest that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. You must advise us of those changes and request a review of the relevant policy so that we can ensure that you are provided with up to date advice and products 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 investments which may no longer be suitable for you due to changes in your needs, objectives and attitude to risk.

## Our Consumers Clients:

**Your duty to disclose when instructing us and when completing documentation for new business/renewals and midterm adjustments**

## Duty of Disclosure

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 1st September 2021 alters consumers duty of disclosure:

- You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer'. Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.
- 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.

An insurer may repudiate liability or limit the amount paid on foot of the contract of insurance, only if it establishes that non-disclosure of material information was an effective cause of the insurer entering into the relevant contract of insurance and on the terms on which it did.

## Completed proposal forms/statement of fact

Completed proposal forms or Statements of Facts will be provided to you. These are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

## Commercial Customers: Non-Consumer Disclosure of Information

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

It is your responsibility to provide complete and accurate information when arranging or renewing a policy and throughout the lifetime of a policy. Any failure or delay in disclosing material information may invalidate your claim, reduce the claim payment and render your policy void. A material fact is a fact so important that it's disclosure could change the decision of an insurer to underwrite a policy or in determining the premium or in settling a loss.

Please note that where a policy is incepted based on the information supplied on a completed proposal form or via a statement of fact form, we assume that you have checked the accuracy of all information provided, including any prepopulated sections on such forms. If there are any errors, please notify us immediately. If you are unsure whether a fact is material please contact us to discuss. In completing or reviewing a proposal or claim form, or providing other information, by whatever means, relating to an insurance policy, the accuracy of all answers, statements and/or information will be your sole responsibility. Where you are in any doubt, you should seek our advice.

## Claims

Insurers now share all claims information on the Insurance Link database. This reports on all claims and will be used by Insurers to verify correct disclosure of claims information. If you fail to disclose any claims information, it may result in the insurer voiding policy cover from inception and your claim not being paid. It is essential that we are notified immediately of any new claims, or circumstances, which could give rise to a claim. The policy wordings will describe in detail the procedures and conditions in connection with making a claim. You must notify the insurer or us of a claim within a reasonable time, or otherwise in accordance with the terms of the policy wording. Failure to give notification of any incident or claim may result in claims not being paid. 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). An insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover. Any clause in a contract of insurance that refers to a "material change" will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the contracting parties when the contract was concluded. You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

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.

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

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

A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.

Again, where you are in any doubt, you should seek our advice.

## Conflicts of Interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you. We are not remunerated, nor do we remunerate or assess the performance of our employees, in a way that conflicts with our duty to act in accordance with the best interests of you, our customer. We will not make any arrangement by way of remuneration, sales targets or otherwise that could provide an incentive to us or our employees to recommend a particular insurance product to you over a different insurance product which would better meet your needs.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J Gallagher Nordic AB

In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

In some cases, we may be party to a profit share arrangement with product producers where we provide extra services for the provider. Any business arranged with these providers on your behalf is placed with them as they are at the time of placement the most suitable to meet your requirements taking all relevant information demands and needs into account.

### Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high-quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

We have a written complaints procedure for the effective handling of all complaints. If you have a written complaint, complaints should be addressed to "Compliance", at your local branch, or alternatively to The Arc, Drinagh, Wexford Y35 RR92 or to [ie.compliance@ajg.com](mailto:compliance@ajg.com). We will acknowledge your complaint within 5 business days and investigate the complaint as promptly as possible. We shall provide updates at intervals of not greater than 20 business days starting from the date on which the complaint was received. A final response to your complaint will be issued within 40 business days of receipt of your initial complaint. In the event that you remain dissatisfied with our handling of and response to your complaint, you may contact the Financial Services and Pensions Ombudsman's (FSPO), 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (01-5677000 or [info@fsp.ie](mailto:info@fsp.ie)). Our full Complaints Procedure is available on request.

### Intellectual property rights

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty-free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

### Limitation of Liability

This section shall apply to all services which we provide to you pursuant to this agreement. If we or any of our group companies are liable to you in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with the services (collectively "Losses") and (subject to the following paragraph) any other person is liable to you in respect of some or all of the same Losses (on any basis), our liability and that of our group companies in respect of such Losses shall be limited so as to be proportionate to the relative contribution of ourselves and our group companies having regard to the extent of responsibility of such other person for those Losses.

In determining the existence and extent of the responsibility of such other person for Losses for the purposes of the preceding paragraph, no account should be taken of any agreement limiting the amount of damages payable by such person or of any actual or possible shortfall in recovery of this amount (whether this is due to settling or limiting claims, or any other reason).

To the extent permissible under applicable laws, regulations or rules, the aggregate liability of ourselves and our group companies to you and your group companies in respect of all Losses however caused, including arising as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty shall be limited to €11 million (eleven million euro), or such other amount in US \$ or any other currency that is specifically agreed

with you in writing.

Notwithstanding the preceding paragraph, we and our group companies shall not be liable to you and your group companies, whether as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty, for any loss of profit or any special, indirect or consequential Losses arising under or in connection with the services provided.

You agree that we and our group companies have a legitimate interest in limiting the exposure of our and our group companies' directors, officers and employees to litigation and that you will not bring or assist in bringing any claim against any of our or our group companies' directors, officers or employees in their personal capacity arising out of or in connection with the services provided.

The limitations of liability and exclusions contained in this section shall not apply to:

- any Losses or liabilities arising as a result of (a) fraud, wilful default or gross negligence by us or any of our group companies; or (b) death or personal injury, in each case in jurisdictions where such limitations or exclusions would not be permitted under applicable laws, regulations or rules; or
- any of our (or our group companies') Losses or liabilities to the extent that the limitation or exclusion of such Losses or liabilities would not otherwise be permissible under applicable laws, regulations or rules.

For the avoidance of doubt this section shall be for the benefit of ourselves and our group companies and any of our or their respective directors, officers, employees or consultants involved in the provision of the services. Any such person shall be entitled to rely upon and enforce its terms.

### Client Protection

We are a member of the Investor Compensation Scheme operated by the Investor Compensation Company Limited. We are also a member of Brokers Ireland. See below for details.

#### Investor Compensation Scheme

The Investor Compensation Act 1998 (the "1988 Act") provides for the establishment of compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) or authorised investment firms, as defined in that Act.

The Investor Compensation Company Limited (ICCL) was established under the 1998 Act to operate such a compensation scheme and our firm is a member of this scheme. Compensation may be payable where money or investment instruments owed or belonging to the clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so.

A right to compensation will arise only:

- If the client is an eligible investor as defined in the Act; and
- If it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
- To the extent that the client's loss is recognised for the purposes of the Act.

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

- 90% of the amount of the client's loss which is recognised for the purposes of the 1998 Act; or
- Compensation of up to €20,000.

For further information please contact the Investor Compensation Company Limited at (01) 224 4955.

#### Brokers Ireland Compensation Fund

We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liability of its members 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 Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

## Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

How do we maintain your privacy?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies. We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.aig.ie/Privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

## Anti-Money Laundering/Counter Terrorist Financing

We reserve the right to request any information necessary from a client under Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 to 2021. Any suspicious transactions will be reported to the Gardai and Revenue in line with regulatory rules.

### Anti-bribery, corruption and financial crime

You agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the The Criminal Justice (Corruption Offences) Act 2018 (the 2018 Act) (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or hospitality offered to you by us or any of our group companies, we will deem the acceptance to be in accordance with any gifts & hospitality policy/ies you may have.

Please be aware that we are required to obtain adequate "Know Your Client" information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls, ("Sanctions"). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where Version 17 23<sup>rd</sup> September 2024

performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

## Termination of Service

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

## Confidential Information

During the course of this agreement we shall both provide the other with information (other than personal information) and each party will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in relation to this agreement and except as may be required by applicable law or regulatory authority. For the avoidance of doubt, and always observing the requirement to ensure your information is held in a confidential manner, we shall be entitled to disclose such information relating to you (where necessary) to perform our obligations under this agreement, to insurers or reinsurers, actuaries, auditors, professional agents, advisers or other parties that we may require in order to provide our service to you. This section will not apply to information which was rightfully in the possession of a party prior to this agreement or which is already public knowledge/ becomes so at a future date (otherwise than as a result of a breach of this section) or which is trivial or obvious.

## Currency conversion

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

## Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

## Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

## Email

Where communication is by electronic mail, both parties accept the inherent risks in this method of communication. 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 Gallagher systems shall be deemed the definitive record of electronic communications and documentation.

### **Circumstances outside of the parties' control**

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

### **Transfer of this agreement**

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J. Gallagher group of companies; and
- b) Either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

### **Governing Law**

The laws of the Republic of Ireland will apply to this agreement.

The parties irrevocably agree that the courts of Ireland will have the necessary and exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.



**Gallagher**

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