

Terms of Business- Direct Customers



Effective from 17th October 2018, these Terms of Business set out the basis on which Ecclesiastical Insurance Office Plc will provide insurance services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both Ecclesiastical and you in relation to such services. We are required to issue to you, in advance of transacting business, the terms under which we do our business with you.

This is an important document and you should read it in full. Please contact us if there is any part(s) of it you do not understand or need more information on. You should retain this document as you may wish to refer to it again at a future date.

Who we are

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869 is registered in England at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, UK. In Ireland, we have a registered branch office located in Dublin, Reg. No. 902180 and we are regulated by the Central Bank of Ireland for Conduct of Business rules. Our office address is 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8.

Our contact details are as follows;

Tel: (01) 619 0300
Fax: (01) 662 4639
Email: Ireland@ecclesiastical.com
Website: www.ecclesiastical.ie

Ecclesiastical Insurance Office plc is part of the Ecclesiastical Insurance Group plc.

Consumer Protection

Ecclesiastical Insurance Office plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for Conduct of Business rules. Our FCA authorisation number for non-investment insurance contracts is 113848.

Ecclesiastical Insurance Office plc is subject to and complies with the Central Bank of Ireland's Consumer Protection Code and the Minimum Competency Framework, both of which offer protection to consumers. Full details of these Codes can be found on the Central Bank of Ireland's website; www.centralbank.ie or by calling them on Lo-Call: 1890 77 77 77.

Services we provide

We are authorised to underwrite general insurance products and we specialise in the following niches;

- Faith
- Education
- Heritage
- Fine Art
- Charity
- Property Owners

Our products include Legal Expenses insurance which is underwritten by us, with claims management carried out on our behalf by DAS Legal Expenses Insurance Company Ltd. DAS Legal Expenses Insurance Company Ltd is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial

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Conduct Authority (FCA) and the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for Conduct of Business rules.

We do not make personal recommendations or offer advisory services on our insurance products, so when you take out, renew or make changes to your policy, the decision regarding the risks to be insured and for what amounts remains with you.

Charges for our services

The charge for our services is the premium, which includes, where applicable, the Government Levy. The amount of the premium will be advised to you at the time of purchase and will be explained in detail in your policy documentation. If you chose to pay your premium by direct debit (up to 10 monthly instalments), a service charge up to a maximum of 5% (equivalent to an Annual Percentage Rate of 11.3%) of the premium may be applied. All charges applied by Ecclesiastical Insurance Office Plc will be declared in the correspondence issued to you.

If you make an alteration to your Policy during the term of the Policy and this results in an adjustment in the premium up to the renewal date of the Policy, you will not be charged any premium adjustment less than €30 nor will you be refunded any premium adjustment less than €30.

If you pay your premium by monthly instalments, any remaining instalments will be adjusted to reflect the additional amount due to us or the return amount due to you, subject to the amount exceeding €30. If the amount does not exceed €30 then no adjustment will be made to the instalments.

We do not charge transaction fees.

Methods of Payment

We will accept payment of premiums by cheque, direct debit, electronic transfer, bankers draft and debit card or credit card.

Ecclesiastical Insurance Office Plc issues a receipt for all premium payments received, other than payments by instalment.

Default by You

Where your premium is not paid by instalments

Unless otherwise agreed with us, we will not provide cover under the Policy unless you pay the premium by the due date. If you do not pay the premium by the due date we will send notice of the outstanding premium to you and give you a further period of at least 14 days from the due date in which to pay the outstanding amount. If payment is still not received in the timescale we have advised, the policy will be cancelled from the outset.

Where you pay your premium by instalments

Unless otherwise agreed with us, we will not provide cover under the policy unless you pay the first instalment of premium when requested. If the first instalment of premium is not received the policy will be cancelled from the outset. If you pay the first instalment of premium but default on any subsequent instalments we may cancel the policy with effect from the date the first outstanding instalment was due, by notifying you in writing.

If your instalment plan is provided by us we will send notice of any outstanding instalment to you and advise the date when we will re-present our payment request to the bank. This will not be less than 14 days from the date on which our payment request was originally presented.

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We will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on our part or on the part of your bank or building society.

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

Risk Management Survey

We may carry out a risk management survey and this will be undertaken at our expense. The purpose of the survey is to verify information provided to us and to identify areas where risk improvements may be made. If risk improvements are identified, they will be notified to you in a Risk Management Report. Where risk improvement requirements are advised to you in a Risk Management Report, these must be completed by you and at your expense, within the timescales specified. In the event any risk improvement requirement is not completed within the specified timescale, you must advise us no later than the expiry of the timescale, whereupon we may agree an alternative in writing.

If

- (i) you do not allow us to arrange or carry out the survey, or
- (ii) any risk improvement requirement is not completed within the specified timescale and no alternative is agreed by us, or
- (iii) following the survey, the information is found to be different to that originally provided

we may amend the policy terms or cancel or void the policy in accordance with policy conditions.

Period of Insurance

The period of insurance will be specified on the policy schedule.

Changes to the Terms & Conditions of your Policy

We will advise you in writing of any changes to your Policy Terms & Conditions, such as restrictions or reductions in policy cover, an increased excess and/or an increase in your premium.

Use of Personal Data

Your privacy is important to us. We will process your personal data in accordance with data protection laws. Ecclesiastical Insurance Office plc ("**we**", "**us**" "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health. We may also collect and process information which is likely to reveal your religious beliefs where you have manifestly made that information public or by communicating with us using a title or honorific which indicates a religious belief. We may also collect data relating to any unspent criminal convictions that you may have where that data is necessary to facilitate the provision of insurance services or related activities in connection with you.

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We process your personal data and your special category personal data relating to health and religious affiliation for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations. If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

We may also use information from other sources such as the Companies Registration Office, Financial Credit Agencies and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information you have provided to us. You can find more information about Insurance Link at www.inslink.ie

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.ie/privacy-policy or contact our Compliance Associate, by post at Ecclesiastical Insurance Office Plc, 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8, or by telephone on (01) 619 0300 or by email at compliance@ecclesiastical.com

Claims

If you need to make a claim, please contact our Claims Department at 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8, telephone 01 619 0300 or email ireland_claims@ecclesiastical.com quoting your Policy Number and giving us details of the time, date and circumstances of the incident. We may appoint a Loss Adjuster, Expert Appraiser or Investigator to help us investigate and settle your claim. Such persons will act in the interest of Ecclesiastical Insurance Office Plc and we will be responsible for their costs. If you wish, you may instruct a Loss Assessor, at your own expense, to act on your behalf.

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We reserve the right to use our own suppliers or service providers for property insurance claims. If we agree to your use of an alternative supplier or service provider, the labour and material costs must be equivalent to that available from our own supplier or service provider.

Arbitration

If any difference shall arise under this policy such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against us. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

Language

All communication will be in English.

Conflicts of Interest

It is our policy to avoid any conflict of interest when we provide a business service to our clients. Where an unavoidable conflict arises, we will advise you of this in writing before providing any business service and will ensure you are treated fairly.

Cancellation

You are entitled to a 14 day "cooling off" period, which allows you to withdraw from the Policy without penalty and without giving any reason, within 14 days of the latest of the inception date or the date you receive all of your policy documentation, provided no claims have been made on your Policy. You must advise us in writing of your instruction to withdraw from the Policy. The premium you have paid will be refunded. Withdrawal from the Policy does mean that no cover was ever in force.

After the "cooling off" period, you may cancel this Policy at any time by giving notice in writing to our office, in accordance with the terms of your policy. You are entitled to a refund of the premium paid less a proportionate deduction for the time we have provided cover. As long as you have not made a claim, you will receive a refund of the part of your premium which covers the cancelled period, providing this exceeds €30. If you have already made a claim you will not receive any refund of premium. We will not charge any transaction fees.

— Ecclesiastical Insurance Office Plc may cancel this Policy at any time by giving notice in writing to you at your last known address in accordance with the terms of your policy.

Law applicable to the Policy

The policy shall be governed and construed in accordance with the laws of the Republic of Ireland and the Irish Courts will have jurisdiction to hear any disputes arising out of it, other than any dispute which must be referred to arbitration under the Arbitration Clause in the Policy.

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— If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Duty of Disclosure

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— You must ensure that a fair presentation of the risks to be insured is made to us. In the event of misrepresentation, misdescription or non-disclosure of any material fact* or circumstance, we may void the policy and retain any premium paid where such misrepresentation, misdescription or non-disclosure is deliberate or reckless. Where such misrepresentation, misdescription or non-disclosure is not deliberate or reckless we may at our option:

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- (a) void the policy and refund to you any premium paid if we would not have entered into this policy on any terms had clear representation, description and disclosure been made. If this option is exercised, any claim under the policy will not be met;
- (b) proportionately reduce the amount to be paid on any claim if we would have entered into this policy on the same terms but for a higher premium. The reduction in claim payment will represent the percentage difference between the premium you have paid and the premium we would have charged you had clear representation, description and disclosure been made;
- (c) impose additional terms on this policy if we would have entered into this policy on such additional terms but at the same premium had clear representation, description and disclosure been made. We may apply these additional terms to your policy with effect from inception.

You must tell us as soon as reasonably possible if any of the information you have provided to us about the risk changes.

We are required also to advise you that failure to make full disclosure of material facts may cause difficulties for you in trying to purchase insurance with an alternative insurer.

* Material facts are those likely to influence an underwriter's consideration of the risk. If you are in any doubt as to whether a fact is material, it should be disclosed. The responsibility to disclose all material facts and material changes to us applies throughout the whole period that you are insured.

Your duty of care

It is a condition of cover that you shall take all reasonable steps to protect and maintain the property, prevent damage or injury and comply with laws, by-laws or regulations.

Telephone Recording

Our telephone calls may be recorded and monitored for the purposes of quality assurance, training, regulation, fraud prevention, the confirmation of instructions to us and to assist in the complaints procedure.

Complaints Procedure

If you are unhappy with our product or service, please contact us as soon as possible. We will do all we can to resolve the matter.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints, contact us at;

Ecclesiastical Insurance Office plc,
2nd Floor,
Block F2,
Eastpoint,
Dublin 3,
D03 T6P8

Tel: 01 619 0300

Email: complaints@ecclesiastical.com

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Our Promise to you

- We will investigate your complaint and provide you with the name of your point of contact in relation to your complaint.
- We will keep you informed of the progress of your complaint with regular written updates on the progress of our investigation at intervals no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish you with the findings of our investigation into your complaint within five business days of completion of our investigation.
- We will use feedback from your complaint to improve our service.

If you are not entirely satisfied with our handling of and final response to your complaint, or if we have not completed our investigation within 40 business days, we'll inform you of your right to take your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services & Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.

Tel: **01 567 7000**.
Email: info@fspo.ie
Website: www.fspo.ie

The Financial Services & Pensions Ombudsman can investigate complaints from all customers, except limited liability companies which have a turnover of €3m and above.

This complaints procedure does not affect your right to take legal proceedings.

For Legal expenses complaints, contact;

DAS Legal Expenses Insurance Company Ltd,
Europa House,
Harcourt Centre,
Harcourt Street,
Dublin 2,
D02 WR20.

Tel: **01 670 7470**
Email: customerrelations@das.ie
Website: www.fspo.ie

The Insurance Compensation Fund & the Financial Services Compensation Scheme (FSCS)

Irish resident policyholders of Ecclesiastical Insurance Office Plc may be in a position to claim from either the Insurance Compensation Fund or the Financial Services Compensation Scheme. Brief details of each of these is outlined below:

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The Insurance Compensation Fund

This was established under the Insurance Act 1964 amended by the Insurance (Amendment) Act 2011. The fund is designed to facilitate payments to policyholders in relation to risks in Ireland where an Irish-authorized non-life insurer or a non-life insurer authorised in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual. For further information on the scheme you can visit the Central Bank website at www.centralbank.ie

The Financial Services Compensation Scheme

This scheme was set up under the terms of the United Kingdom Financial Services and Markets Act 2000. It extends to include policies issued by the Republic of Ireland branches of United Kingdom insurers, provided they are authorised by the Prudential Regulation Authority (PRA). The Financial Services Compensation Scheme (FSCS) is an independent body, set up by the UK Government, which may be able to compensate you in the unlikely event we are unable to meet our obligations to you. Some restrictions apply to the FSCS and further information is available from their website; www.fscs.org.uk

or by writing to:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London EC3A 7QU

Tel: 0044 207 741 4100 or 0044 800 678 1100

Fax: 0044 207 741 4101

Email: enquiries@fscs.org.uk