

Terms of Business 11A

Jan 2023

Authorised Status

Jim Mannion & Co. (Insurances) Ltd. trading as Mannion Insurances (105348) at Bawn Street, Strokestown, Co Roscommon, F42 D998, Tel: 071 9633174, e-mail: info@mannoninsurance.ie, website: www.mannoninsurance.ie, hereafter referred to as Mannion Insurances, is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018 and as an Investment Intermediary authorised under the Investment Intermediaries Act 1995. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials. We are also registered as Credit Intermediaries with the National Consumer Agency. Details of our authorisations are available on request. This firm is a member of Brokers Ireland.

Statutory Codes

Mannion Insurances are subject to and complies with the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank of Ireland website, www.centralbank.ie.

Credit Finance

If you require credit terms, we may be able to arrange premium finance on your behalf from the credit finance institutions with which we hold a written appointment. Alternatively, a monthly direct debit facility (if available) may be operated by the insurance company we recommend. We do not accept installments paid to our office.

Services Provided

We will offer advice on a fair analysis basis in relation to all classes of insurance policies and all financial products available to us. This means, on your behalf, we will carry out a fair analysis of the market available to us, taking account of a sufficiently large number of contracts and product providers to enable us to make a professional recommendation to meet your insurance and/or financial requirements. A list of our product providers is available upon request. We are committed to providing high quality service and looking after the interest of our customers. It is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover or financial product. As a Credit Intermediary the firm can arrange personal loans e.g. insurance premium finance. Mannion Insurances will identify and select a suitable product provider and, on receipt of your instructions, we will transmit orders on your behalf for a product or service with whom we hold an agency. The firm does not have any "tied" relationships with any institution that would compromise our ability to offer you relevant advice and choice. These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. If we do not receive the signed acknowledgement within 14 days, it will be deemed that you understand and accept these terms of business.

Sustainable Finance Disclosure Regulation 2019

In accordance with the Sustainable Finance Disclosure Regulation (SFDR), we inform you that when providing advice on insurance-based investment products/Investments, we assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation to the products proposed/advised on. This means that we assess environmental, social or governance (ESG) events/conditions that, if they occur, could have a material negative impact on the value of the investment. We review product provider literature in relation to sustainability risks. We examine this literature to establish the Principal Adverse Impacts for the relevant products. We compare financial products to make informed investment decisions about the sustainability of ESG products for individual clients. We will at all times act in our clients' best interest. The consideration of sustainability risks can impact on the returns of financial products.

Remuneration and Fees

Mannion Insurances are remunerated by commission, administration fees and any other type of remuneration, or on the basis of a combination of these methods. Administration Fees are advised in advance as outlined below. Commission rates on General Insurance Products can range from between 0% to 30% depending on the class of business. This is paid on new business, on renewal of existing business and on policy amendments. Commission Summary List is available on our website www.mannoninsurance.ie. Note some product providers do not pay any commission. Commission rates for Life Assurance Products will be advised to all clients in advance. Administration fees may be charged in certain circumstances and should this arise they will be advised in advance. All amounts quoted by us will include government levies (government levy does not apply to marine insurances) and our administration fees. Administration fees are necessary to cover our operating costs. We reserve the right to charge administration fees as follows: in respect of Personal Insurances, we may charge up to 20% of premium subject to a minimum of €50; where fees for Commercial Insurances are charged, they will vary depending on the complexity, time spent, specialists skills required and the urgency of each client and we may charge up to 40% of premium or a minimum of €100. The request to issue duplicate or additional documentation may result in an administration fee of up to €30. These administration fees will apply to new business, renewals, policy alterations and all other transactions. We will be considered to have earned our fees once you instruct cover. We will keep our fees even if an insurance policy is amended, terminated or cancelled. Our right to fees is not conditional on the placement of an insurance policy. We reserve the right to amend these fees should the complexity of the product require a higher fee. We will confirm and agree this fee with you prior to any increased charge being applied. In addition to any fees or commission we may receive, Mannion Insurances may accept certain forms of compensation contingent on our standards, performance and services we offer. This compensation does not affect our objectivity in supplying products or services with the client's interest at the forefront of our decisions. We take due care so that our internal remuneration policy with respect to investment or insurance advice on insurance-

based investment products ('IBIPs') promotes sound and effective risk management in relation to sustainability risks and does not encourage excessive risk-taking with respect to sustainability risks.

Credit Intermediary

As a credit intermediary we may be remunerated by the premium/credit finance provider on arranging this finance on your behalf.

Conflict of Interest

It is the policy of Mannion Insurances to avoid any conflict of interest when providing business services to its clients. Where an unavoidable conflict may arise, we will advise you of this before proceeding to provide any business service. If you have not been advised of any such conflict, you are entitled to assume that none exist. A copy of our Conflict of Interest policy is available on request.

Complaints Procedure

This firm has a written procedure in place for the effective consideration and handling of complaints. Any complaints should be addressed in writing to Compliance Officer, Mannion Insurances, Bawn Street, Strokestown, Co Roscommon, F42 D998. Each complaint will be recorded and acknowledged in writing within 5 working days unless the complaint has been resolved to the satisfaction of the complainant. All complaints will be fully investigated; updates will be advised at intervals of no more than 20 working days; we will endeavor to resolve the complaint within 40 business days and the outcome will be communicated to the person who raised the complaint within 5 business days of completion of the investigation. In the event that you may be dissatisfied with the handling of and/or response to your complaint, you have the right to complain to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Telephone: [01 567 7000](tel:015677000), Email: info@fspso.ie.

Investor Compensation/Consumer Protection

Mannion Insurances are a member of the Investor Compensation Co. Ltd. (ICCL) Scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and to the payment, in certain circumstances, of compensation to clients of firms covered by the Act. 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.

However, you should be aware that a right to compensation will arise where money or investment instruments held by this firm on your behalf cannot be returned either for the time being or for the foreseeable future and where the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation or €20,000. For more information, contact the Investor Compensation Company Ltd. Telephone: (01) 224 4955.

Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC)

As a member of Brokers Ireland, Mannion Insurances are also a member of Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). Subject to the rules of the scheme, if a member firm is unable, or where the above detailed ICCL (established by law) has failed, to adequately compensate any client then a maximum of €100,000 per client (€250,000 in aggregate) may be discharged by the Fund on its members behalf.

Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Mannion Insurances are committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client. The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice below. Please contact us at dpo@mansioninsurance.ie if you have any concerns about your personal data.

Our Product Suppliers

We hold agencies with various Insurance Companies/Product Providers and some brokers who have specialised facilities. While we do carry out due diligence in relation to these companies, we do not and cannot guarantee the financial security of any of them.

Premium Handling & Receipts

Mannion Insurances will accept payments by cash, cheque, credit/debit card and bank transfer in respect of all classes of insurance in the circumstances permitted under Section 25 of the Investment Intermediaries Act, 1995. We are not authorised to accept cash or negotiable instruments in any other circumstances. Mannion Insurances shall issue a receipt for each payment received. This is required pursuant to Section 30 of the Investment Intermediaries Act, 1995. These Receipts are issued with your protection in mind and should be stored safely. Premiums are due on or before inception/renewal date or for any policy changes which result in an additional charge. Under Central Bank legislation, we will not be able to pay premiums to insurers which have not been received from clients. Therefore, to avoid policy cancellation, premiums must be paid strictly within the credit terms agreed or otherwise prior to cover inception/renewal/amendment. It is your responsibility that your payment has reached us to ensure that your policy is in force.

Premium Rebates

If you are entitled to a return premium, within 5 working days of our company being notified in writing of same, we offer you the choice of:

- a) receiving the premium rebate;
- b) receiving a reduction from any other premium currently due to our company;
- c) our company making a donation of the return amount to a registered charity.

We reserve the right to deduct administration fees as in Remuneration and Fees paragraph above from rebates due to you in each and every instance, subject to your consent.

Failure to Pay/Default/Bank Returns

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

- your nonpayment of the premium due at inception, renewal or following a mid-term alteration;
- your bank returns your cheque due to insufficient funds or any other reason;
- non-disclosure of relevant information or non-receipt of requested documentation;

- If payment is made/arranged through a finance company, they may have the right to instruct cancellation of the insurance due to payment default(s). The terms and conditions of the finance company should be referred to;
- Insurer impose cancellations in certain circumstances. These conditions are clearly outlined on all policy documents and we strongly urge you to study these carefully.

Cancellation/Cooling Off

You have the right to withdraw from your general insurance contract in writing within 14 working days of your policy start date or date from when your contract was concluded. The insurer will not impose any financial costs other than the cost of the premium for the period of cover. This does not apply to Life Insurance (you have 30 days) or to policies with terms of a month or less. You have the right to cancel your policy at any time in writing and will be charged for the proportionate premium of time on risk. This is provided that no incident giving rise to a claim has occurred. In relation to a motor policy, in order to withdraw/cancel/suspend this policy the Certificate and Disc of Insurance must be returned to us. In all of these situations we reserve the right to retain our administration fees.

Regular Reviews

It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs may also 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/inappropriate insurance cover and/or investments. Mannion Insurances do not conduct suitability assessments on an annual basis.

Confirmation of Instructions

If you instruct us to amend or incept a policy, unless you have received confirmation from a member of our staff, you cannot assume that your instruction has been processed.

Consumer Insurance Contracts Act (CICA) 2019

The Act's aim is to improve the transparency of policy wordings and insurer procedures and to strengthen your consumer rights and applies to consumers. The definition of a "consumer", in this context, being: a natural person, not acting in the course of business, a sole trader, partnership, incorporated body, trust club or charity, with an annual turnover in its previous financial year of €3 million or less.

- **Duty of Disclosure for Consumers:** It is your responsibility and duty to answer all questions posed to you by your insurers with reasonable care and honesty. This applies when arranging your insurance policy, when renewing it and during the life of that policy. You must also inform us or your insurance company of any alterations of risk or any changes or modifications to your original responses as this could invalidate your insurance cover. You must inform us of any material changes as these changes may take the risk outside what was in the reasonable contemplation of the contracting parties when the contract was entered into.
- **Duty of Disclosure for Non-Consumers:** It is your responsibility to provide complete and accurate information for your insurers when arranging an insurance policy, when renewing it and throughout the life of that policy. Failure to disclose any material information such as claims history, change of use, etc. could invalidate your insurance cover. If you are in doubt as to whether a fact is material or not, you should disclose it.

Privacy Statement

Introduction

Jim Mannion & Co. (Insurances) Ltd. trading as Mannion Insurances is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are compliant with the General Data Protection Regulation (GDPR) in relation to not only processing your data but ensuring you understand your rights as a client.

It is the intention of this privacy statement to explain to you the practices of Mannion Insurances in relation to the information we collect about you and your rights as a client. Please read this Statement carefully as this sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

Who are we?

Mannion Insurances are an experienced insurance broker who provide advice and arrange transactions on your behalf in relation to General Insurance, Life & Pension, Saving and Investment products. Our office is based in Bawn Street, Strokestown, Co. Roscommon, F42 D998.

Our Data Protection Officer can be contacted directly here:

- dpo@mannoninsurance.ie
- 0719633174

Purpose for Processing your Data

Why we are Processing your Data? Our Legal Basis.

- **Legal basis** – Insurance products are legal contracts and, as a result, Mannion Insurances need to process your data for the necessity of the contract of insurance to which you have entered into or because you have asked for something to be done.

When we collect personal information (e.g. name, address, contact details, dates of birth, etc.) we hold this information on a computer, computer database, email, imaged documents, files, CCTV, print and/or in any other form. In certain circumstances we may gather information from a variety of sources (e.g. publicly available resources such as social media and networking sites). This may include information from you regarding your past insurance policies and arrangements.

Where Personal Data is provided by you relating to a third party, (e.g. named driver, joint policyholders, etc.) it is your duty to obtain their consent to use their data to process the service you requested.

In any event, Mannion Insurances are committed to ensuring that the information we collect and use, is appropriate for the purpose and does not constitute an invasion of your privacy.

How will Mannion Insurances use the Personal Data it Collects about me?

Mannion Insurances will process (collect, store and use) the information you provide in a manner compatible with the EU's General Data Protection Regulation (GDPR). We will endeavour to keep your information safe, accurate, up to date and not store it for longer than is necessary.

Special Categories of Personal Data

Where we collect any special categories of personal data, known as sensitive data (e.g. health or criminal convictions, etc.) this will only be requested and processed where it is necessary and, by providing this information, you are giving us your explicit consent.

Who are we Sharing your Data with?

As an Insurance broker we need to share your data with insurance companies/wholesale brokers/reinsurers, Loss adjustors/assessors, law enforcement agencies, compulsory insurance databases or service providers. Any third parties that we may share your data with are obliged to keep your details securely and to use them only to fulfil the service they provide on your behalf. When they no longer need your data to fulfil this service, they will be obliged to dispose of the details in line with GDPR.

If we transfer personal data to a third party or outside the EU, we as the data controller will ensure the recipient (processor or another controller) has provided the appropriate safeguards and that enforceable data subject rights and effective legal remedies for you, the data subject, are available.

If a third party has suffered a loss that you are legally liable for and is covered under your insurance **and** where you have passed away, cannot be found, have become insolvent, or for any other reason it appears to a court to be just and equitable to so order, then your rights under the contract will be transferred to and vest in the third party. The third party has a right to recover from your insurer the amount of any loss suffered by them and they will be entitled to seek and obtain information from the insurer or us, Mannion Insurances, concerning:

- the existence of the insurance contract;
- who the insurer is;
- the terms of the contract and;
- whether the insurer has informed the insured that they intend to refuse liability under the contract.

Data Subjects Rights:

Mannion Insurances facilitate your rights in line with our data protection policy and the subject access request procedure. This is available by written request.

- **Right of access** – right to request a copy of the information that we hold about you.
- **Right of rectification** – right to correct data that we hold about you that is inaccurate or incomplete.
- **Right to be forgotten** – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- **Right to restriction of processing** – where certain conditions apply to have a right to restrict the processing.
- **Right of portability** – right to have the data we hold about you transferred to another organisation.
- **Right to object** – right to object to certain types of processing such as direct marketing.
- **Right to object to automated processing, including profiling** – right to be subject to legal effects of automated processing/profiling.
- **Right to judicial review:** in the event that Mannion Insurances refuses your request under rights of access, we will provide you with a reason as to why.

All the above requests will be forwarded on should there be a third party involved as we have indicated in the processing of your personal data.

Additional information we are providing you with to ensure we are transparent and fair with our processing

Retention of your Personal Data

Data will not be held for longer than is necessary for the purpose(s) for which they were obtained. Mannion Insurances will process personal data in accordance with our retention schedule. This retention schedule has been governed by our regulatory body and our internal governance.

Complaints

In the event that you wish to make a complaint about how your personal data is being processed by Mannion Insurances or how your complaint has been handled, you have the right to lodge a complaint directly with the supervisory authority and Mannion Insurances Data Protection Officer.

Failure to Provide Further Information

If you do not give the data requested or withdraw your consent to process that data, we may not be able to offer the insurance cover or service you require.

Profiling – Automatic Decision Making

- a) Risk Profiling
- b) Profiling for marketing purposes.
- c) Establishing affordability and providing quotations for financial services products.

Additional Processing

If we intend to further process your personal data for a purpose other than for which the data was collected, we will obtain your consent in advance.

Contact Us

Your privacy is important to us. If you have any queries regarding this statement, please contact our Data Protection Officer in writing or email dpo@mansioninsurance.ie

Privacy Policy Statement Changes

Mannion Insurances may change this privacy policy from time to time. When such a change is made, we will post a revised version online. Changes will be effective from the point at which they are posted. It is your responsibility to review this privacy policy periodically, so you are aware of any changes. By using our services, you agree to this privacy policy.