

# Terms of Business

The terms of business below sets out the basis in which IPB Insurance Company Limited by Guarantee trading as IPB Insurance (hereinafter called IPB Insurance) will provide business services to you. Please read this document carefully and if you have any queries, please contact us at Tel: +353 1 639 5500 or email: info@ipb.ie.

## **About IPB Insurance**

IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin D02 P820. Tel: +353 1 639 5500, fax: +353 1 639 5510, email: info@ipb.ie, web: www.ipb.ie Registered in Ireland. Reg. No: 7532. Registered Office: 1 Grand Canal Square, Grand Canal Harbour, Dublin D02 P820. Registered for VAT 0646968E.

## **Authorisation and Regulatory Status**

IPB Insurance is authorised by the Central Bank of Ireland (Ref: C774) as an insurance undertaking under the European Communities (Non-Life Insurance) Regulations, 1994 to carry on Non-Life Insurance Business. Our authorisation can be verified by contacting the Central Bank of Ireland Lo-call 1890 777 777 or by visiting <a href="https://www.centralbank.ie">www.centralbank.ie</a>.

IPB Insurance is subject to and complies with the Consumer Protection Code, 2012 and the Minimum Competency Code, 2017. These codes are in place for the protection of the consumer and can be found on <a href="www.centralbank.ie">www.centralbank.ie</a>.

## **Our Services**

IPB Insurance is licenced to underwrite all major classes of non-life general insurance. We also provide other services, the details of which are available on our website; <a href="https://www.ipb.ie">www.ipb.ie</a>. We only supply products underwritten by us.

## **Charges**

Customers entering into a contract of insurance with IPB Insurance will be charged an annual premium based on assessment and rating of the insurance risk and exposure. Please note that non-life insurance premiums are subject to a Government Levy, except in the case of marine insurance policies.

## Default

In the event of a default by the customer in relation to the terms and conditions of the policy, including non-payment of premium, IPB Insurance reserves the right, with notice to the customer, to withdraw insurance and cancel the policy contract.

## **Cooling-Off Period**

You have the right to withdraw from the policy provided you have not made a claim within 14 days of the latest of:

- 1. The inception date of cover
- 2. The date on which you receive the full terms and conditions of your policy

To withdraw from a policy within the 14-day cooling-off period, you need to send us a request in writing (letter/e-mail/fax) quoting your policy number. In the case of motor insurance, the premium cannot be refunded until you return (if received) the Certificate of Insurance and Insurance Disc to us. If you exercise your right to withdraw from the policy, it effectively means that no policy was ever in place. For motor insurance, if you have used your motor policy for a period of time and should then exercise your right to withdraw during the period of cover provided by the policy, and provided that you have not made a claim, we will only charge you for the period of cover.



www.ipb.ie



## **Cancellation**

At any time both you and IPB Insurance may cancel the policy, by notice in writing (letter/w-mail/fax) to the other, in accordance with the terms and conditions set out in the policy. If no incident giving rise to a claim has occurred in the current period of insurance, or the policy is not subject to minimum and deposit premium terms, such as liability insurance, we will make a pro-rata return of premium for the unexpired period of insurance.

In the case of motor insurance, you must return your Certificate of Insurance and Insurance Disc to IPB Insurance. IPB Insurance may cancel new policies by giving 30 days' notice, and for renewed policies 7 days' notice, by registered letter, to your last known address.

Failure to disclose all material information, i.e. information which is likely to influence the acceptance of the risk and the terms applied, could lead to the insurance policy being invalid.

## **Conflicts of interest**

It is the policy of IPB Insurance to have appropriate structures in place to avoid any conflict of interest as far as possible when providing business services to you. Where an unavoidable conflict arises, we will advise you in writing of this as soon as possible.

#### Remuneration

Please be aware that an IPB employee may receive a payment in relation to the processing and the management of your insurance contract. Details of our remuneration arrangement are available on request.

## **Complaints**

It is important to us that you receive the highest level of service at all times and we hope you never have to complain. However, if for any reason you need to contact us on a service matter, we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently, therefore, if you have a complaint, please contact the Complaints Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin D02 P820. Tel: +353 1 639 5500, or email <a href="mailto:complaints@ipb.ie">complaints@ipb.ie</a>.

We will acknowledge all complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02VH29. Telephone: 01-5677000, <a href="https://www.fspo.ie.">www.fspo.ie.</a>

# **Money Laundering and Fraud**

IPB Insurance is committed to the fight against criminal activity in the laundering of monies and may require evidence by way of identity checks and other customer due diligence. You may be required to provide us with specific identification. Where you make a claim, we may pass the details of the event to the Insurance Link central register which is maintained by insurance companies under the aegis of the Insurance Ireland. The information will be shared with other insurance companies to safeguard against non-disclosure and help prevent fraudulent claims. Where there are reasonable grounds for suspicion, information may be passed to relevant enforcement agencies. You have a right of access to personal data held about you in the Insurance Link Central Register. Further information can be obtained by writing to Insurance Link, 3 Custom House Plaza, Harbour Master Place, I.F.S.C., Dublin 1, D01 VY76.



## Compensation

Please note that in the event of IPB Insurance being unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland. The fund is primarily designed to facilitate payments to policyholders in relation to risks in the State where an Irish authorised, or an EU authorised, non-life insurer goes into liquidation and the approval of the High Court has been obtained for such payments. In such circumstances not all policyholder liabilities are covered and exclusions include health, dental and life policies. Further information on the Insurance Compensation Fund can be obtained on the Central Bank of Ireland website at www.centralbank.ie

#### **Personal Data**

We will use and share personal data for the purposes of insurance administration, which includes underwriting, claims handling, reinsurance and fraud prevention.

Our legal basis for using personal data includes the performance of an insurance contract, compliance with our legal obligations, claims investigation, and the legitimate interest of IPB.

Full details of how we use personal data can be found in our Data Protection Notice on our website www.ipb.ie. Alternatively, a copy of the Data Protection Notice can be furnished to you in response to a request to dpo@ipb.ie, or by writing to the Data Protection Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin D02 P820.

## **Governing Law and Language**

The laws of Ireland apply to all IPB Insurance products and services sold to customers ordinarily resident in the Republic of Ireland and the Irish Courts will have jurisdiction in hearing any disputes that may arise. All communications in respect of all products and services will be in English.

These Terms of Business are effective from the 18th September 2018