

## DIRECT CUSTOMER TERMS OF BUSINESS

This Agreement is between 'You' the client or potential client 'You, Your' and Ornella Underwriting Limited, and applies to all work that We carry out on Your behalf. Please read this Agreement carefully and contact Us if there is anything in this Agreement with which You disagree or do not understand.

It sets out the terms and conditions under which We will provide business services to You, it contains details of our regulatory and statutory obligations and the respective duties of both Us and You in relation to such services. We are required to issue to our clients in advance of transacting business the terms under which we do our business with you. -

### 1. INTRODUCTION.

Ornella Underwriting Limited ('We, Us, Our') is part of the Ornella Ltd Group of Companies. Our offices are located at The Bushels, Cornmarket, Co. Wexford. All offices can be contacted by way of email to [info@ornellaunderwriting.ie](mailto:info@ornellaunderwriting.ie) or phone; 053 9180300.

Although we arrange policies on your behalf with Insurers and administer those policies, we only have one insurer per product for example:

Product	Insurer for policies inceptioned or last renewed up to 31 <sup>st</sup> December 2023	Insurer for policies inceptioned or last renewed from 1 <sup>st</sup> January 2024 up to 31 <sup>st</sup> July 2024	Insurer for policies inceptioned or last renewed from 1 <sup>st</sup> August 2024
Private Car	Wakam	Accelerant Insurance Europe SA	Accelerant Insurance Europe SA
Motor Caravan	Wakam	Accelerant Insurance Europe SA	Accelerant Insurance Europe SA
Light Commercial Vehicle	RSA Insurance Ireland DAC	Accelerant Insurance Europe SA	Accelerant Insurance Europe SA
Household	WAKAM	WAKAM	Accelerant Insurance Europe SA
Fleet and other Commercial Motor	Liberty Seguros Compania de Seguros Y Reaseguros SA	Liberty Seguros Compania de Seguros Y Reaseguros SA	Liberty Seguros Compania de Seguros Y Reaseguros SA
Bloodstock	Lloyd's Insurance Company S.A with underwriting capacity provided by MS Amlin 5344 (33.34%), Hiscox 5299 (33.33%) and Munich Re 5306 (33.33%)	Lloyd's Insurance Company S.A with underwriting capacity provided by MS Amlin 5344 (33.34%), Hiscox 5299 (33.33%) and Munich Re 5306 (33.33%)	Lloyd's Insurance Company S.A with underwriting capacity provided by MS Amlin 5344 (33.34%), Hiscox 5299 (33.33%) and Munich Re 5306 (33.33%)

You are deemed to have accepted these terms and conditions by virtue of engagement with Us, from the moment the engagement commences, regardless of

- (i) the means or method of instruction and/or whether or not a formal signature, letter, fax, e-mail or other printed instruction is obtained, received or sent;and/or
- (ii) whether or not a policy of whatever kind is placed with us.

## **2. AUTHORISED STATUS**

We are regulated by the Central Bank of Ireland. We are registered as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. Copies of our regulatory authorisations are available on request and are displayed in the public areas of our offices. The Central Bank of Ireland holds registers of regulated firms and you may contact them on 01 224 5800 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

## **3. CODES OF CONDUCT**

We are subject to and comply with the provisions of the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards which offer protection to consumers. These codes are available on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

## **4. OUR SERVICE TO YOU**

We will administer contracts of insurance on your instructions. We do not provide advice to you on the suitability or otherwise of any of the products we sell.

We do not give You a personal recommendation about the insurance products offered (in which case You are responsible for ensuring that it is suitable for You), We will provide You with the names of those insurers with which We conduct business.

We aim to treat You fairly and to meet the following outcomes in all Our dealings with You:

- You can be confident that the fair treatment of customers is central to Our corporate culture.
- The products and services that You have chosen are designed to meet Your insurance needs as far as reasonably possible.
- We will provide You with clear information and keep You appropriately informed before, during and after the point of sale.
- You will not face unreasonable post-sale barriers to make a complaint and these will be handled by Us.
- We will give You appropriate information about the products and services You use, including details of any costs or charges (if any) in addition to Your premiums.

## **5. CONFLICTS OF INTEREST.**

We are committed to providing a professional standard of service to Our clients, and accordingly We endeavour to manage any conflicts of interest that may arise. Conflicts can arise in the course of Us providing any service between:

1. Ornella Underwriting Limited, including Our managers, employees and appointed representatives, or any person directly or indirectly linked to them by control, and a client of Ours; or
2. One or more of Our clients.

We will inform You in the event that a conflict situation occurs and agree with You the most appropriate way of dealing with it. It may be necessary for information to be handled by different departments within Ornella Underwriting Limited (commonly referred to as

Information Barriers). This will require that persons employed in one department of Our business withhold the information held from those in another department of Our business. However, some circumstances may require that We do not act for one (or both) of the parties if the conflict cannot be adequately addressed by Our internal controls. We will discuss this with You, where this is the case. For further details please request a copy of Our Conflicts of Interest Policy.

## **6. SECURITY.**

Whilst We make every effort to ensure that cover is placed with a financially strong company, We do not guarantee the solvency of any insurer We place business with. If the insurer becomes insolvent, You may still be liable to pay the premium, whether in full or pro-rata. We deny any liability in the event of the Insurer becoming insolvent. Our selection of Insurer is based on our knowledge and experience. We do not offer alternative quotations. The insurers with whom we have arrangements can be viewed on our Website at [www.ornellaunderwriting.ie](http://www.ornellaunderwriting.ie).

## **7. YOUR OBLIGATIONS.**

### **Policies Governed by Irish Law - Duty of Disclosure**

When instructing Us to place or to renew insurances, You have a duty of disclosure. You must answer questions asked of you truthfully and with care. Subject to the terms of the Consumer Insurance Contracts Act 2019, it is your responsibility to fully disclose, in a clear and accessible manner, all material facts regarding your insurance policy. A material fact is any information which may influence the acceptance or assessment of your proposal or alter the judgment of an Insurer in assessing risk. All material facts should be disclosed and if you are unsure as to whether a fact is material, it should be disclosed. This duty continues throughout the term of Your insurance.

As your circumstances change, Your needs will also change. You must advise Us of any changes You wish to make. Failure to contact Us in relation to changes in Your circumstances may result in You having incorrect or insufficient insurance cover in place.

## **8. QUOTATION PERIODS**

All quotations provided will be valid for the period stated on the written quotation. The premiums payable can only be confirmed upon receipt of proposal forms and other relevant documentation We ask for.

#### **9. COOLING OFF PERIOD/RIGHT OF WITHDRAWAL**

You may cancel a contract of insurance, by giving Us notice in writing and returning your certificate and insurance disc, within 14 days after the date you were informed that the contract is concluded.

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. Other than a proportionate charge for the days You were covered, we will not impose any costs on You.

#### **10. LANGUAGE OF COMMUNICATIONS.**

All communications between You and Us including all communication of terms and conditions will be in English unless otherwise agreed in writing.

#### **11. ELECTRONIC COMMUNICATIONS.**

Both parties may communicate with each other using electronic mail and attachments. Both parties accept the inherent risks of using such means of communication. Both parties are responsible for checking that messages received are complete and both agree that in the event of a dispute neither will dispute the legal evidential standing of an electronic document. Any agreement reached using electronic mail will be binding on both parties.

Although We have in place virus protection software You should use Your own virus protection software. Neither We nor You accept any responsibility to the other for viruses that may enter Our respective systems or data via Our electronic communications.

We are unable to accept instructions from You by means of text messages or other electronic messages or messages received other than via Our corporate e-mail addresses or, where relevant, by any software We have asked You to use for the purposes of providing information relevant to Your insurances.

#### **12. TELEPHONE COMMUNICATIONS.**

Both parties may communicate by telephone but it is agreed that no instructions that require action will be left on any messaging service since neither party can guarantee that they will be received or actioned. For quality assurance, verification, training and monitoring purposes, to assist in the complaint's procedure and/or to help detect fraud, We may record incoming and outgoing telephone calls and such calls may be monitored.

#### **13. ANTI-BRIBERY AND CORRUPTION.**

You agree to comply at all times with all laws and regulations that apply to You related to anti-bribery and corruption. We will not accept any form of payment, gift or service, the intention of which could be considered to result in the improper performance of Our obligations to You. If We reasonably believe that You have attempted to offer a bribe or engaged in activities contrary to applicable anti-bribery and corruption law and regulation, We have the right to terminate Our agreement with You immediately.

#### **14. SANCTIONS.**

We shall not provide any services and shall not be liable to pay any sums or provide any benefit to You to the extent that the provision of such services, payment of such sums or provision of such benefit would breach or expose Us to any enforcement or other adverse action under sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. If You have any concerns in relation to any of the above, You should let Us know.

## 15. DATA PROTECTION.

We and the Insurers for whom We act will hold personal data You provide in accordance with all current and applicable data protection laws and principles.

Personal Data means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information.

In order to provide insurance quotes, administer insurance policies, handle claims and deal with any claims Ornella Underwriting Limited and Insurers for whom We act need to collect and process personal data about You. If You do not provide the information We need, We may not be able to offer You a quote or provide services to You.

The types of personal data that are processed may include: -

Category	Types of Data Collected
Individual details	Name, Address, Date of Birth, Marital Status, driving licence particulars, vehicle details, occupation, relevant criminal convictions and penalty points.
Identification details	Identification numbers issued by government bodies or agencies including Your Driving Licence Number.
Anti-fraud data	Anti-fraud data such as sanctions and criminal offences and information from various anti-fraud and claims databases related to You or any other person to be covered by this policy.
Special categories of personal data	Certain categories of personal data which have additional protection under EU data protection law.
Claims information	Information about previous and current claims (including other unrelated insurances), which may include data relating to Your health (e.g., injuries and pre-existing conditions), relevant criminal convictions, or other special categories or personal data mentioned above.
Risk details	Information about You which We need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to Your health, relevant criminal convictions, or other special categories or personal data.



By providing us with Your information, You consent to all of the information You have provided being used, processed, disclosed, transferred and retained for the purposes of underwriting, processing, claims-handling and fraud prevention. If other people are to be covered by a policy, You have their consent to provide their information, and their information may be used for the purposes stated above as if their information was Yours.

We may hold and share information about You and any other person's personal data that You have provided with our agents and service providers, other insurers and their agents, any intermediary who acts or acted for You, recognised trade, governing bodies (of which We are a member or by whom We are governed), and An Garda Síochána or other appropriate law enforcement bodies in other jurisdictions. This includes the Insurance-Link database, an anti-fraud claims matching database.

Information You supply may be used by Us and Our partners (both inside and outside the European Economic Area) for the purposes of administering Your policy (including underwriting, processing, claims-handling and fraud prevention).

Ornella Underwriting Limited and the Insurers reserve the right to confirm driving licence details with the appropriate licence authority.

A copy of the Ornella Underwriting Limited Data Protection and Privacy Policy can be viewed on our Website [www.ornellaunderwriting.ie](http://www.ornellaunderwriting.ie) or requested in writing to the Customer Services at Ornella Underwriting Limited, The Bushels, Cornmarket, Wexford.

You have a right of access to and a right to rectify data concerning You under the current Data Protection legislation. Should You wish to exercise this right, please write to the Customer Services, Ornella Underwriting Limited, The Bushels, Cornmarket, Wexford.

## **16. COMPLAINTS.**

It is always Our intention to provide You with a quality service. However should You have cause to complain please send Your complaint in writing to Customer Services, Ornella Underwriting Limited, The Bushels, Cornmarket, Co. Wexford or to [customerservices@ornellaunderwriting.ie](mailto:customerservices@ornellaunderwriting.ie). We will acknowledge Your complaint, in writing, within five days of the complaint being made. We will also inform You of the name of one or more individuals that will be Your point of contact regarding Your complaint until the complaint is resolved or cannot be progressed any further. We will provide You with an update on the progress of the investigation of Your complaint, in writing, within twenty business days of the complaint being made.

We will aim to provide You with Our decision on Your complaint, in writing, within forty business days of the complaint being made, unless We write to You advising that a response will be delayed.

Should You remain dissatisfied with the final response from the above or if You have not received a final response within forty business days of the complaint being made, You may be eligible to refer Your complaint to the Financial Services and Pensions Ombudsman (FSPO) at Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Ireland, email [info@fspo.ie](mailto:info@fspo.ie) and website [www.fspo.ie](http://www.fspo.ie).

A full copy of Our complaints procedure is available on request.

Your right to complain to Us and/or to refer Your complaint to the FSPO is without prejudice to Your right to take legal action.

## **17. PAYMENT OF PREMIUM AND OTHER MONIES.**

You must pay Us all amounts due in accordance with the terms and the payment date specified on Our documentation, or otherwise in accordance with the terms of the contract. As We are under no obligation to fund premium to insurers on Your behalf, failure to pay the monies due by the payment date may lead to Your policy being cancelled.

## **18. PAYMENT OF PREMIUM AND OTHER MONIES.**

### **Cancellation by Insurers**

Your Insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents, which you should read and take note of.

Where an Insurer cancels a contract of insurance, the insurer will provide to the consumer the reason or reasons for the cancellation and shall repay the balance of the premium for the unexpired term of the contract to the consumer and in accordance with the Consumer Insurance Contracts Act 2019.

**Cancellation by You**

You can cancel your policy in writing at any time, in accordance with the terms and conditions set out in your policy document and provided no incident has arisen that could give rise to a claim. Cancellations must be given in writing to our office. Should you cancel your policy outside the applicable cooling off period (see “Cooling Off Period”), you may receive a refund but it will not be proportionate to the amount of time left on Your policy. You must return the certificate and disc to cancel the policy.

We reserve the right to make charges, in addition to any insurance premiums, for the arranging, amending, renewing and cancelling any policy of insurance. Please see Section 21 (Our Remuneration) below for further details in respect of this. However, You will not incur a liability to pay a fee unless We have given You prior notice of this.

**19. CLIENT MONEY.**

We, in the course of carrying on insurance distribution, handle client money in accordance with the Central Bank of Ireland’s Premium Handling Rules, which are designed to protect You. A copy of these rules are available on request.

We will accept payments by cheque, postal order, or electronic bank transfer as permitted under our regulatory authorisations. Bank Debit and Credit cards may be accepted at Our discretion. We are not authorised to accept cash or negotiable instruments in any other circumstances.

**Risk Transfer**

When handling client money, we are required by law to act as agent for the Insurer, i.e., risk transfer applies. Where risk transfer applies, You will be protected to the extent that any premiums We receive from You are treated as having been received by the insurer when they are received by Us. Where the agreement extends to premium refunds, any premium refunds will be treated as received by You only when they are actually paid to You.

**Segregation of Bank Accounts**

Client money is kept separate from Our own money. Client money will be deposited into a designated ‘Client Premium Account’. Any interest earned on client money will be retained by Us.

**Commission**

Where risk transfer applies, commission will become due and payable to Us for Our own account immediately on receipt of the premium, provided this is consistent with the terms of business of the insurer to whom the premium is payable.



### **Payment to Third Parties**

We may transfer client money to another person, such as another intermediary, in this or in another jurisdiction for the purpose of effecting a transaction through that person.

## **20. OUR REMUNERATION.**

We are remunerated for Our services in the following ways:

### **Commission**

We may receive commission from the insurer which is a percentage of the total annual premium for the work involved in placing or renewing your policy. Any commissions received are not offset against any fees, either in part or in full. A summary of our Commission arrangements with product producers is available in on request and on our website at [www.ornellaunderwriting.ie](http://www.ornellaunderwriting.ie).

### **Fees**

We may charge a fee in addition to any commission We are paid by an insurer when you insure Your vehicle for the first time, when you renew or amend your policy, or if You cancel a policy before it expires. The most we will charge You is:

<b>New Policy</b>	Up to a maximum of €50.00
<b>Renewal of a policy</b>	Up to a maximum of €50.00
<b>Policy Alterations/ Cancellation Fee</b>	Up to a maximum of €50.00
<b>Duplicate Documentation</b>	Up to a maximum of €50.00
<b>Processing of a payment default</b>	Up to a maximum of €50.00

We may alter Our fees structure from time to time, but We will inform You prior to any increased charge being applied.

All fees and charges applied by Us will be declared on Our quotations, and/or in other correspondence issued to clients. All such fees and charges are non-refundable in the event of policy alteration and/or cancellation.

**Other income**

In addition to commission and fees We may receive other income from insurers or third parties, including but not limited to additional payments from insurers based upon pre-agreed criteria.

**Our commitment to transparency**

You are entitled at any time to request information regarding any commission or other income which We may have received. We will provide full details in writing where such request is made within seven working days. Pursuant to requirements of the Central Bank of Ireland's Consumer Protection Code, a summary of the details of all arrangements for any fee, commission, other reward or remuneration provided to the Us by product producers is available on our website [www.ornellaunderwriting.ie](http://www.ornellaunderwriting.ie)

**21. INSTRUCTIONS FROM THIRD PARTIES**

On occasion, policyholders authorise Third Parties to make instructions to alter their policies, such as motor dealers advising us of a change of vehicle. We accept such instructions in good faith as a facility to You. However, in such circumstances we do not accept liability for any loss, damage or injury arising out of any error or incorrect instruction given or providing any information where the request for information is invalid. If you do not wish us to accept such instructions on your policy from any person other than as authorised under the relevant Data Protection Acts, please advise us by email to [info@ornellaunderwriting.ie](mailto:info@ornellaunderwriting.ie)

**22. LIMITATION OF LIABILITY**

Nothing in this Agreement shall limit or exclude Our liability for personal injury or death caused by negligence, or fraudulent acts, or any liability to You arising under our regulatory obligations insofar as we are prohibited from limiting our liability to You in relation to the same.

In respect of all other claims arising out of or in connection with this Agreement, We will not be liable for any loss or damage where there is no breach of a legal duty owed to You by Us, where such loss is not a reasonably foreseeable result of any such breach, or for any increase in loss or damage resulting from a breach by You of any term of this Agreement.

We will have no liability in respect of losses relating to Your business such as lost data, lost profits or business interruption. Our total aggregate liability in respect of all claims arising out of or in connection with this Agreement shall be limited to the sum of €1 million, unless otherwise agreed in writing.

You acknowledge and agree that You shall only be entitled to make a claim against Us, and not against any individual employee, director or officer of Ours.

### **23. GOVERNING LAW.**

This Agreement is governed by and construed in accordance with the laws of Ireland. Any disputes in relation to these Terms of Business shall be subject to the exclusive jurisdiction of the Courts of Ireland.

### **24. THIRD PARTY RIGHTS.**

No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement other than any associated and/or subsidiary companies or parent undertakings of Ornella Underwriting Limited, and/or individual employees, directors or officers of Ours. This provision shall not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

### **25. SEVERABILITY**

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which will remain in full force and effect.

### **26. ENTIRE AGREEMENT**

This Agreement sets out the entire agreement between Us in relation to the subject matter within the scope of this Agreement and supersedes any previous agreement, representations and understandings between Us in such respect with effect.

### **27. AMENDMENT TO TERMS.**

We may amend the Terms of this Agreement at any time by giving You fourteen days' notice in writing. If You do not agree to the amended terms, You may cancel this Agreement from the date when the new terms would otherwise take effect.

### **28. NOTICES.**

Any notice given under or in connection with this Agreement shall be in writing and shall be:

- a) delivered by hand or by pre-paid post or other next working day delivery service to Your last known address; or
- b) sent by email to Our account executive that You normally deal with (in respect of notices sent by You to Us) or to You or Your nominated individual (in respect of notices sent by Us to You).

Any notice shall be deemed to have been received:

- a) if delivered by hand, on signature of a delivery receipt; or
- b) if sent by pre-paid post or other next working day delivery service, at 9.00 am on the second Business Day after posting
- c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, "business hours" means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

### **29. DURATION.**

This Agreement shall commence from the date that You first take out a policy with Us. This Agreement shall then continue until cancelled in accordance with the Termination Clause below.

### **30. TERMINATION.**

Agreement shall automatically terminate on the date that any policies You have directly with Ornella Underwriting Limited are terminated or are not renewed such that there are no such active policies remaining.

You or We may terminate this Agreement by giving thirty days' notice in writing. In the event of termination by You, We will be entitled to receive all fees or premiums due and payable (whether or not these have been received by Us) in relation to policies taken out prior to the termination of this Agreement, other than where such termination is in relation to Our breach of this Agreement or as a result of Us not providing the Services in accordance with any specific additional service agreement entered into with You.

Either party may terminate this Agreement immediately, by giving notice in writing to the other party, if the other party;

- is in material, or repeated, breach of this Agreement, and if such breach is capable of remedy does not rectify such breach within thirty days of receipt of written notice of it;
- in the event, or suspicion, of fraud, non-disclosure, misrepresentation, or dishonesty (including acting in contravention of the Bribery Act or similar legislation);
- immediately, without notice, should either party become the subject of voluntary or involuntary liquidation or administration proceedings or (if applicable) become the subject of an action in bankruptcy or make or propose any composition with creditors or otherwise acknowledge its insolvency, suspend its activities or upon a resolution being passed or an order made for its winding up.

In the event that this Agreement is terminated, We will no longer provide You with any services and you will be unable to make any further transactions on your policies except where We are required to continue under the terms of Our delegated authority granted by the insurer.

Subject to any regulatory requirements applying, any commission or fee is considered to be fully earned when Your insurance(s) incepts, and any unpaid commission or fee will be due and payable to Us upon termination. Any unpaid fees may also be due and payable prior to inception of Your insurance(s) subject to the terms of the relevant fee agreement. Where a policy or policies is cancelled mid-term, (if permitted in accordance with its terms), We will deduct a proportion of the commission element from any return premium provided by the insurer(s) as reasonably necessary to sufficiently cover our costs.

If after termination of this Agreement You still require services from Us, these will be subject to a new written Agreement and We reserve the right to make an additional charge for these services, however there is no obligation on Us to agree to perform such services.

Nothing in this section will affect Your ability to terminate Your insurance in accordance with the terms of Your agreement with the terms of the policy, or Your right to cancel without giving any reason and without penalty within 14 days from the conclusion of the contract.

### **31. EFFECTIVE DATE**

These terms of business are effective for policies administered directly by Ornella Underwriting Limited without a retail intermediary representing You, on or after 1<sup>st</sup> May 2022, subject to a copy being issued to our existing and prospective clients in advance of, or as soon as practicable, after any such transactions. A copy having once been issued, said terms apply to all and any subsequent transactions unless and until amended terms of business are issued or otherwise notified to clients.