

# TERMS OF BUSINESS

# TERMS OF BUSINESS

Terms of Business Effective date:

31<sup>st</sup> March 2021

This Terms of Business document sets 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. Please ensure that you read these terms thoroughly and if you have any queries we will be happy to clarify them. If any material changes are made to these terms we will issue you with a replacement Terms of Business. By transacting business, we assume that you accept the terms of business as presented.

Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre is regulated by the Central Bank of Ireland. The firm is regulated under reference number, C30208, as an insurance distributor under the European Union (Insurance Distribution) Regulations 2018 (S.I. No. 229 of 2018) (the "IDD Regulations, as amended).

Deemed authorised and regulated by the Financial Conduct Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Arachas is part of The Ardonagh Group which has a direct holding in our business. For more information about the group, please visit: <http://www.ardonagh.com/>.

Copies of our authorisations are available on request and are displayed in the public areas of our offices. The firm is subject to the Central Bank's Code of Conduct as per the Consumer Protection Code, the Minimum Competency Code and Fitness and Probity standards for regulated entities. These Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie). We are listed on the Central Bank of Ireland Insurance Distribution Register which can be found on the central Bank of Ireland's website [http:// registers.centralbank.ie](http://registers.centralbank.ie).

We are registered with the Competition and Consumer Protection Commission to act as a Credit Intermediary. We provide insurance services to specified EU countries via the passporting of services.

This Terms of Business specifically reflects the activities and services of Arachas. Capital Insurance Markets does not trade directly with members of the public. They wholesale specific commercial lines and personal lines products to a nationwide panel of retail intermediaries and have a separate Terms of Business Agreement for their activities.

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## Governing Law

Our terms of business shall be governed by and construed in all respects according to the laws of the Republic of Ireland.

## Our Services

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to general insurance products.

Arachas uses a range of product providers some of whom in turn may charge a fee for their services. A full list of our product providers including ultimate insurers is available on request. For ease of reference, for this document, the term, 'product provider', may refer to insurance undertakings, wholesale brokers, managing general agencies and product producers. Arachas transacts business only through product providers who are regulated by the Central Bank of Ireland or another equivalent regulator. Arachas cannot and does not guarantee the solvency of any product provider.

## Commercial Insurance

Key products and services include but are not restricted to; business insurance, agricultural, private clients, manufacturing, corporate risks, leisure, hospitality and entertainment risks, fleet insurance, property risks, goods in transit, educational risks, childcare, charitable risks, insolvency risks, professional risks, management liability, cyber risks, tradesmen and contractors' insurance.

We also offer a limited private health insurance product which is limited to our package offered under our Study & Protect scheme.

## Personal Insurance

Key products and services include but are not restricted to private car insurance, commercial van insurance, home insurances, landlord insurance, travel insurance, gadget insurance.

For some products, Arachas can provide advice, based on a fair analysis basis on all classes of insurance policies based on a sufficiently large number of contracts and product providers available on the market to enable us to make a recommendation.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a product or service and their relative importance in and share of that market. To ensure that the number of contracts and providers is sufficiently large to constitute a fair analysis of the market, we will consider the following criteria:

- the needs of the customer
- the size of the customer order

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- the number of providers in the market that deal with brokers
- the market share of each of those providers
- the number of relevant products available from each provider
- the availability of information about the products
- the quality of the product and service provided by the provider
- cost, and other relevant considerations.

## Affinities

Arachas also offers specific affiliate products and schemes for personal lines and commercial lines products across motor, household and specific business insurances with leading providers (details available on request) which have the added benefit of often bespoke market-leading policy wordings at keen rates. For such policies, Arachas operates on a limited analysis of the market, details of the limited market product providers are available on request for these cases. Where Arachas assesses consumers as being eligible for these packages, or provide distribution services via another channel, we don't research the market on a case-by-case basis, but rather place the business with the preferred provider. We continually review, monitor and evolve such products with product providers, from a cover and costing perspective to ensure that our offering remains competitive and to enhance our customer experience.

We also offer risk management advice and a claims handling service.

## Our Digital Platform

Arachas offers a small range of products on its digital platform which is designed to offer a customer focused service to avail of a suite of products on a quote to bind digital system. Customers will be able to access documentation processed on the platform by logging into a digital wallet. For these online products, Arachas has arranged bespoke products with one or a small panel of product providers per product, rather than on a fair analysis of the market. Full details are displayed on the insurance documentation. Whilst the system is designed to allow customers to progress their insurance quote and bind cover digitally, our teams are available to support the customer journey.

We may offer you a payment by instalment facility for which we may add a service charge or handling fee for this.

If for whatever reason the customer's requirements do not match the underwriting rules of the digital platform, Arachas teams will then offer the customer the opportunity of a quotation via our rating systems on a fair analysis of the market.

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## Conduct

Arachas endeavours in all transactions to act honestly and fairly in the best interests of our clients and the integrity of the market while complying with all regulatory requirements applicable to the conduct of our business activities. We will assist you with any queries you may have in relation to your policies or in the event of a claim during the life of the policies and we will explain to you the various restrictions, conditions and exclusions attached to your policy. If you require additional assistance because of a vulnerability, please let us know. We are here to help. However, 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.

Please note that if you receive a quotation for a new business insurance product or for a change to an existing insurance, cover should not be assumed to be in place until it is confirmed by Arachas.

## Payment of amounts owing

Under current legislation, very strict rules apply to the payment of premiums to product providers. It is agreed that all premium and charges are paid by you on or before the due date as per the documentation issued to you. It is your responsibility to ensure that your payment has reached us. Arachas will not be able to pay premiums to product providers which have not been received from clients, with the result that cancellation instructions may be given to product providers, in the absence of payment of the premium in full.

Insurers may withdraw benefits, cover, or impose penalties in the event of default of any payments due for products arranged for your benefit. We reserve the right to take legal action for any monies due to us. Arachas has a policy of charging €10 for a returned cheque.

**Premium Rebates:** Premium rebates are forwarded to consumers within 5 working days of the official notification being received from the product supplier. Our policy is to issue return premium by way of electronic bank transfer and not to issue cheques, except in exceptional circumstances.

## Handling Clients money

Arachas accepts payment in cash, cheque, by credit or debit card and by electronic fund transfer. Monies received from clients are retained in our Client Premium Account, which is a bank account solely for client's monies. Arachas issues 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.

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## Default on payments by clients

Under the Consumer Insurance Contracts Act 2019 you have a duty to pay your premium within a reasonable time, or in accordance with the terms of the contract of insurance.

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. Without limitation of the generality of the foregoing, the firm will seek reimbursement for all payments made to product providers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client.

Product providers 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.

## Anti-Money Laundering/Counter Terrorist Financing

Arachas reserves the right to request any information necessary from a client under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, as amended by The Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2018. Any suspicious transactions will be reported to the Gardaí and Revenue in line with regulatory rules.

## Outsourcing

Arachas may outsource activities to regulated and unregulated providers.

## Premium Finance

We may arrange insurance premium finance on your behalf with appropriately regulated providers and offer facilities to you based on a credit assessment by the credit provider. We may receive commission payments from the finance provider in respect of such finance agreements. Details of commissions received by Arachas from premium finance providers are available on request. Please ensure that you read, understand and adhere to the terms of any premium finance agreement. Arachas accepts no responsibility for any refusal by a premium finance provider to offer credit or for the consequences of defaults or delayed payments. Please be aware that your lender will be sharing information with the Central Credit Register. The Central Bank of Ireland established the Central Credit Register which is a new centralised system for collecting personal and credit information on loans of €500 or above. This information may be used by other lenders when making decisions on your credit applications and credit agreements. If you require any additional information, please visit [www.centralcreditregister.ie](http://www.centralcreditregister.ie) where it aims to answer consumer questions.

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## Investor Compensation Scheme

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

The Investor Compensation Company Ltd. (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 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 able 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 Investor Compensation Act, 1998; or
- Compensation of up to €20,000.

For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.

## Financial Services Compensation Scheme

If you are a UK client, coverage under the ICCL will not apply as a result of the UK's withdrawal from the European Union.

You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we or your insurer cannot meet our or its obligations, depending on the circumstances of the claim.

The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, ships liability and credit.

Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

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## Brokers Ireland Compensation Fund

We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (or €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.

## Claims

- You should notify Arachas or the product provider within a reasonable time, or otherwise in accordance with the terms of the contract of insurance in the event of an incident which may lead to a claim being made. 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 product provider is entitled to refuse to pay and terminate the contract.
- Where a product provider becomes aware that a consumer has made a fraudulent claim, they must notify the consumer advising that they are avoiding the contract of insurance. It will be treated as being terminated from the date of submission of the fraudulent claim. The product provider may refuse all liability in respect of any claim made after the date of the fraudulent act and is under no obligation to return any of the premiums paid under the contract.
- The product provider 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
- The consumer must cooperate with a product provider in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner.
- A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act in proportion to the breach involved.
- A product provider may refuse a claim made by a consumer 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



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effectively changed the risk to one which the product provider has not agreed to cover.

- If, after a claim has been made under a contract of insurance, the consumer or product provider becomes aware of information (including information that would otherwise be subject to privilege) that would either support or prejudice the validity of the claim made by the consumer, the consumer or product provider shall be under a duty to disclose that information to the other party.
- Please note that product providers may appoint a loss adjuster to assist them in the processing of a claim. It is important to note that the loss adjuster acts in the interests of the product provider. You may appoint a loss assessor to act in your interests as a claimant, but any such appointment is solely at your own expense.

## Cancellations and mid-term alterations

You may opt to amend or cancel your policy during the period of cover. A consumer (as defined by SI No 853 of European Communities (Distance Marketing of Consumer Financial Services) Regulations, 2004 has the right to withdraw from an insurance policy within 14 days of the start date of the policy without penalty and without giving any notice (except in the case of travel policies whose operative period is for one month or less). This is called, 'the cooling off period'. The right of withdrawal must be exercised by notice in writing to Arachas, quoting your policy number.

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. Should this right be exercised the insurance company may charge for the period you are on 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. Should you initiate the cancellation of your policy prior to the expiration date and within the first year of insurance with your insurer, the insurer is entitled to retain a greater percentage of unearned premium (UEP) than would otherwise apply with pro rata 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.

Under the Consumer Insurance Contracts Act you may also cancel a contract of insurance by giving notice in writing within 14 business days after you have been informed that the contract is concluded.

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The only cost to you will be the cost of the premium for the period of cover.

## Disclosure of Information

You must take reasonable care in answering all questions asked on a proposal form or in checking statements declared on a statement of fact. Please contact us if you do not understand any question or the nature of information required.

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.

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 should notify us as soon as practicably possible about any changes in the information provided which happens before or during any period of insurance. Any such change may affect your policy and may result in revised terms and/or additional premium being applied to your policy.

A product provider may refuse a claim made by a consumer under a contract of insurance where there is a change in the subject matter of the contract and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

## Conflicts of Interest

It is the policy of Arachas to avoid any conflict of interest when providing products & services to our clients. This agreement however will not prevent us from providing products or services to other Clients in the same industry who may be your competitors or with whom you have business dealings. Where an unavoidable conflict of interest arises, we will notify you of this. A copy of our Conflicts of Interest policy is available on request.

## Our Remuneration

Remuneration is the payment earned by us for work undertaken on behalf of you and our product providers. The amount is generally directly related to the value of the products sold and is otherwise known as sales commission.

Details of our remuneration arrangements with our product providers are displayed on our website at [www.arachas.ie/compliance](http://www.arachas.ie/compliance).

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## 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 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.

## Complaints

Customer service is important to Arachas and we aim to resolve complaints as quickly as possible. We will acknowledge your complaint within 5 business days. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. If you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman, contact details are shown later in this document. A full copy of our complaints procedure is available on request.

## Call recording

All calls, inbound and outbound, may be recorded and monitored for training and quality purposes, to verify information, for underwriting purposes, to help prevent and detect fraud and for customer support.

## Earnings disclosure

Our income is generated from a combination of commissions and brokerage fees for our professional services. The level of brokerage charged will be dependent on the complexity of service, seniority of staff involved, compliance factors, and other operational considerations. Any brokerage charged will be clearly identified on your quotation documentation and invoices where business is transacted and will be non-refundable in the event of policy cancellation. Arachas may also receive additional commission from premium finance providers for business transacted.

Details of our remuneration are available on request and can also be found on our website [www.arachas.ie/compliance](http://www.arachas.ie/compliance).

We do not regard this as a conflict of interest when providing business services to its clients. We may offer clients the option of paying solely by a fee if required.

We may receive commission and other payments at inception of your business and on an on-going basis from the product provider

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with which business is placed. Commissions receivable from product providers are not offset against any fees which we may charge you, unless otherwise agreed.

## Fees:

**Personal Lines** - New Business / Renewal – Up to 40% of premium per transaction per policy subject to a minimum charge of €150. There is a minimum charge of €15 for Mid-Term Alterations / Cancellations / Duplicate documentation.

**Private Client** - New Business / Renewal / Mid-Term / Alterations / Cancellations / Duplicate documentation – Up to 40% of premium per transaction per policy subject to a minimum charge of €250 or as otherwise agreed in advance for the product or services provided.

**Commercial Lines** – New Business/Renewal/Mid-Term Alterations/Cancellations/Duplicate documentation – Up to 40% of premium per transaction per policy subject to a minimum charge of up to €250.

We may offer the facility to spread the cost of your insurances over 3 monthly payments to us. Please note that we charge a fee of 4% of the account balance owing to avail of this service.

## Fee Option

You may elect to pay for our services by means of a fee. Fees may be charged on an hourly rate. This will always be discussed and agreed in writing with you in advance of inception of any policy.

Current fee structure

Account Directors	€ 350
Account Executives	€ 250
Administrative Staff	€ 150

Please note that Arachas may apply the hourly rate in addition to broker fees as specified for particularly complex accounts and/or where court attendance may be required.

Capital Insurance Markets may charge an arrangement fee for its policies. This fee may differ depending on the type of product involved. If a fee applies, this will be displayed clearly on insurance documentation.

## Termination of service

Our services may be terminated for one policy or across the range of policies for which we act as your insurance broker (within regulatory rules) without cause or penalty by either us or you by

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giving one month's notice of termination to the other or as otherwise agreed. With effect from the date of termination and in the absence of any express agreement to the contrary, we will have no obligation to perform any other services for you.

## Force Majeure

The company will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside of our reasonable control including any act, event, non-happening, omission or accident beyond our reasonable control.

Our performance under these Terms of Business is deemed to be suspended for the period that such event continues, and we will have an extension of time for performance for the duration of that period.

## Written Communications

The Company will contact you by email or provide you with information by posting notices on our website. You accept that communication with us will/may be electronic. You agree that this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. However, if you have a preference to receive information from us by any other means please let us know. This condition does not affect your statutory rights.

## Business Continuity

In the event of any sudden or dramatic economic or environmental change such as a pandemic or adverse weather conditions Arachas have a robust infrastructure to enable us to conduct our business and continue to serve our customers and perform at a high level from any remote location.

We are a strong organisation with a dual-functioning operating model which blends working from home & working from a designated Arachas office. This enables us to remain open for business even in exceptional circumstances.

## Data protection

Arachas is committed to protecting and respecting your privacy. We wish to be transparent in how we process your data and show you that we are accountable with the GDPR (General Data Protection Regulation) in relation to not only processing your data but to ensure you understand your rights as a customer of ours. The Data Controller is Arachas Corporate Brokers Limited, trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre of The Courtyard, Carmanhall Road, Sandyford Business Estate, Dublin 18.

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Email: [dataprotection@arachas.ie](mailto:dataprotection@arachas.ie). Our Data Protection Officer is Bridget Anne Walsh and can be contacted by email at: [dataprotection@arachas.ie](mailto:dataprotection@arachas.ie) “Data Controller” and “Personal Data” have the meaning given in the General Data Protection Regulations 2018.

## Information we process

By requesting our services, you may give us information about you when you use our website [www.arachas.ie](http://www.arachas.ie) or by corresponding with us by phone, email or otherwise. For example, you provide information when you search for a product, request a quotation on our website, submit a query or when you participate in other interactive functions such as entering competitions, availing of promotions, participating in surveys or reporting a problem with our website.

The types of information you give to Arachas may include name, date of birth, marital status, home address, contact address, email address, phone number, employment details, payment details, financial details or photo ID. We may also collect sensitive health information and details of motoring /criminal convictions.

When you provide personal information to us we will only use this information for the purposes described at point of collection such as for providing an insurance quote or applying for career options.

**Special Category Data** – If it is deemed necessary to collect any special categories of personal data, such as health details or sensitive information relating to criminal convictions, we will ensure we will only process what is necessary and proportionate for the purposes of providing an insurance product. Special Category data includes: racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health data, data concerning a natural person’s sex life or sexual orientation and genetic/ biometric data processed to uniquely identify a natural person.

Should you object to any processing which is required to complete our role as a retail intermediary Arachas may be compelled to stop dealing with your policy.

## Information we receive from third parties and other sources

We may receive information about you from other websites we operate or other services we provide. We also work closely and may receive information about you from third parties including but not limited to business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies.

We receive technical information when you visit our websites and through email exchange. This could include your IP (Internet

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Protocol) address used to connect your computer to the internet, login information, browser type and version, time zone setting. By interacting with our websites through social media sites, browser plug-in types and versions or other applications we may receive statistical data about your browsing actions and patterns. We do not use this data to identify any individual, except if required by law. We use this information to better understand how our website is being used so that we can improve its performance.

## How we use the personal information we gather

We use information you give to us and information we receive about you from other sources in the following ways:

### a) Providing professional services for our clients

- Generate quotations and process applications and proposals for the products and services we offer
- Carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us
- Administer the products and services that we supply to you
- Process claims
- To contact you if required or to respond to any communications that you might send to us
- Arachas may contact customers by phone who avail of our digital platform quotations to offer sales support
- To notify you about changes to our service
- To administer our site including data analysis, testing, research, statistical and survey purposes
- To allow you to participate in interactive features of our service, when you choose to do so
- To keep our site safe and secure

### b) Sharing information with third parties

- We may make your information available to third parties with whom we have a relationship to provide services on our behalf. We will only provide to those third parties the information that is necessary for them to perform the services and we take measures to protect your information. The selected third parties that we may share your information with may include:
- Any insurer that is a party to an Arachas product that you have applied for or contracted for
- Any co-insurers for which we act as brokers
- Credit referencing agencies to assess your credit score where this is a condition of us entering into a contract with you and/or to other insurers through various databases to help us check information provided and to prevent fraudulent claims

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- Any prospective seller or buyer of any business or assets related to the site, an Arachas product or all or part of Arachas
- Any business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you
- Selected third parties to provide you with information about goods and services that may interest you. You may opt out of receiving such offers or change your preferences at any time
- Outsourced providers (regulated and unregulated)
- We have a duty to disclose or share your personal information with a third party to comply with any legal obligation, or in order to enforce or apply our terms of business and other agreements, or to protect the rights, property or safety of our group of companies, Arachas insurers related to an Arachas product or others. This includes exchanging information with third parties such as Government agencies for the purposes of fraud protection, anti-money laundering, credit risk reduction or criminal activity.
- If you hold insurance against a liability that may be incurred by you against a third party, where for whatever reason you cannot be found or you become insolvent, or the court finds it just and equitable to so order, then your rights under the contract will be transferred to and vest in the third party even though they are not a party to the contract of insurance. The third party has a right to recover from the insurer the amount of any loss suffered by them. Where the third party reasonably believes that you as policyholder have incurred a liability the third party will be entitled to seek and obtain information from the insurer or from any other person who is able to provide it concerning:
  - the existence of the insurance contract,
  - who the insurer is,
  - the terms of the contract, and
  - whether the insurer has informed the insured person that the insurer intends to refuse liability under the contract.

## c) Marketing

- We process information you give to us and information we receive about you from other sources. Note that we do not disclose personal information about you to third parties (including advertisers and marketing companies) unless you have consented to that disclosure. However, we may provide them with aggregate anonymised information about users of our site or customers of our products, for example, we may use categories such as men/women under 25, demographic



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breakdown of site users or the activities that users engage in when visiting our websites:

- To provide you with information about other goods and services that we offer which are similar to those that you have already purchased or enquired about
- For occasional market research and statistical purposes. You may 'opt out' of participating in such market research at any time.
- To provide or permit selected third parties to provide you with information about goods and services that may interest you. If you do not wish us to use your information in this way, or to pass your details on to third parties for marketing purposes please tick the relevant box on the form on which we collect your information
- To send you offers, with your consent, for products which we feel are relevant to your needs
- To measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you.

## d) Data Analytics

Part of our ongoing business strategy involves choosing the best products for our customers' needs.

We may use analytics and search engine providers that assist us in the improvement and optimisation of our site. This is to ensure that content from our site is presented in the most effective manner for you and your computer.

Please refer to our cookies policy on our website.

## Legal Basis

In order to provide you with services such as: providing quotations, arranging policies, managing and administration of policies, claims handling or sharing personal details with insurers, other agents or any professional body such as medical or legal practitioners it is necessary for us to collect and process your personal data. We are required, therefore, to inform you of the legal bases for processing your personal data.

One such legal basis is that processing is necessary for the performance of the advisory services contract (and any other contract) that we commit to delivering to you from time to time.

Another legal basis is that some processing is necessary for the purposes of the legitimate interest that we have, as a firm that is authorised and regulated by the Central Bank of Ireland, in the proper administration and correct operation of our firm.

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There may also be circumstances where the legal basis for processing your personal data is consent (where we have sought it and it has been provided to us), in which case that consent may be withdrawn at any time.

Arachas may disclose information it has collected about you on our websites if required to do so by law or when necessary to protect the rights of Arachas or its employees.

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

## Your rights regarding your personal data

- Arachas facilitates your, our customers, rights in line with our data protection policy and the subject access request procedure which is available on request.
- At any point while we are in possession of, or processing your personal data, you, the data subject, have the following rights:
- **Right of access**-you have the right to request a copy of the information that we hold about you.
- **Right of rectification**-you have a right to correction of 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**-you have the right to have the data we hold about you transferred to another organisation
- **Right to object**-you have the right to object to certain types of processing such as direct marketing
- **Right to object to automated processing, including profiling**
- **Right to judicial review**-in the event that Arachas refuses your request under rights of access, we will provide you with a reason as to why

## Additional Information

### a) Retention of your personal data

Data will not be held for longer than is necessary for the purpose(s) for which it was obtained. Arachas will process personal data in accordance with our retention schedule. This retention schedule has been governed by our regulatory body (Central Bank of Ireland) and our internal governance

### b) Data Security

Arachas's intent is to strictly protect the security of your personal information, to honour your choice for its intended use and to carefully protect your data from loss, misuse, unauthorised access or disclosure, alteration or destruction. We have taken appropriate

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steps to safeguard and secure information we collect online, including the use of encryption when collecting or transferring sensitive data. However, you should always take into consideration that the internet is an open forum and that data may flow across networks with little or no security measures, and therefore such information may be accessed by other users other than those you intended to access it.

We may pass your personal data on to third-party service providers contracted to Arachas in the course of dealing with you. 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 dispose of the details in line with Arachas procedures.

If we need to pass your sensitive personal data on to a third party we will only do so once we have obtained your explicit consent, unless we are legally required to do otherwise.

It may be necessary to transfer your personal information to other group companies or service providers located in countries outside of the EU. This information may be processed by staff operating outside the EEA who work for us or one of our suppliers. The types of processing may include, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storage and processing. Arachas will take all reasonable steps necessary to ensure that your information is treated securely and in accordance with our privacy policy.

- The data protection and other laws of these countries may not be as comprehensive as those in Ireland or the EU, but in these instances, we will take steps to ensure that your privacy rights are respected and you agree that we may transfer your personal data on that basis.
- 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 on condition that enforceable data subject rights and effective legal remedies for you, the data subject, are available.
- All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. All of our staff are provided with training to ensure that your information will be used only in adherence with our privacy statement and the data protection laws

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applicable. Employees who misuse customer information are subject to disciplinary action.

- Data saved on our digital platform will be saved on our existing back office software systems. Our legal basis for processing on our digital platform remains the same.
- Where we have given you (or where you have chosen) a password which enables you to access certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

## Business Relationships

The website may contain links to other websites. Arachas is not responsible for the privacy practices or the content of such websites.

## How to update/amend the personal information you have provided

You are entitled to know whether we hold information about you and, if we do (subject to certain limitations), to have access to that information and have it corrected if it is inaccurate or out of date.

To exercise your rights under the GDPR please contact the Data Protection team at Arachas Corporate Brokers Limited, The Courtyard, Carmanhall Road, Sandyford Industrial Estate, Dublin 18 with proof of identity or email us at [dataprotection@arachas.ie](mailto:dataprotection@arachas.ie)

You must contact us if any of your details change so that we can keep your information accurate and up to date.

## Electronic Mail

When communicating with our customers our preference is always to email rather than issue manual post.

Where communication is by electronic mail, Arachas and our clients accept the inherent risks in this method of communication. Notwithstanding that we have 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. Electronic mail transmission from Arachas is confidential and intended only for the person to whom it is addressed. Its contents may be protected by legal and/or professional privilege. Should an email be received by you in error please contact us at [insure@arachas.ie](mailto:insure@arachas.ie). Cover instructions received by Arachas by electronic mail have no validity until confirmed by Arachas. Any unauthorised form of reproduction of email communication is strictly prohibited. The firm does not guarantee the security of any information electronically transmitted and is not liable if the information contained in this communication is not a proper and complete record of the message as transmitted by

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the sender or for any delay in its receipt. The firm accepts no responsibility for any loss or damage resulting directly or indirectly from the use of electronic mail or for the contents within. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and Arachas systems shall be deemed the definitive record of electronic communications and documentation.

We would remind our clients that due to the popularity of email as an attack vector, it is critical that enterprises and individuals take measures to secure their email accounts against common attacks as well as attempts at un-authorized access to accounts or communications. Malware sent via email messages can be quite destructive. Phishing emails often contain malware in attachments designed to look like legitimate documents or include hyperlinks that lead to websites that serve malware. Phishing emails can also be used to trick recipients into sharing sensitive information, often by posing as a legitimate business or trusted contacts. Phishing emails aimed at stealing information typically will ask recipients to confirm their login information, passwords, social security number, bank account numbers, and even credit card information. Some even link to counterfeit websites that look exactly like that of a reputable vendor or business partner to trick victims into entering account or financial information. Arachas will never seek such information from our clients. Our website address is [www.arachas.ie](http://www.arachas.ie).

While Arachas uses reasonable efforts to include accurate and up-to-date information on its website, errors or omissions sometimes occur. To the fullest extent permissible under applicable law, Arachas makes no warranties or representations as to the accuracy of the content of this website and under no circumstances, including, but not limited to, negligence, shall Arachas or any party involved in creating, producing, or delivering the website be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on this website. Arachas assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from this website.

Arachas does not guarantee the accuracy, completeness or correctness of any information on its website. You agree that use of the site and its contents is entirely at your risk and to the extent permitted by law, all warranties or conditions that would, but for the terms of this disclaimer, be implied by statute or otherwise, are excluded.

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**Contact Details** for Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre

**DUBLIN**

The Courtyard,  
Carmanhall Road,  
Sandyford Business  
Estate, Dublin 18  
D18 X377

E: [insure@arachas.ie](mailto:insure@arachas.ie)  
T: 012135000

**CORK**

9 Eastgate Avenue,  
Eastgate Business  
Park, Little Island,  
Cork,  
T45 YN92

E: [insure@arachas.ie](mailto:insure@arachas.ie)  
T: 0214270505

**SOUTH EAST**

Marine Point,  
Belview,  
Waterford  
X91 W0XW

E: [southeast@arachas.ie](mailto:southeast@arachas.ie)  
T: 051877700

**GALWAY**

**GFSC**

Tuam Road,  
Galway, H91 EOWF  
E: [galway@arachas.ie](mailto:galway@arachas.ie)  
T: 091 759500

**KILDARE**

The Waterways,  
Sallins,  
Co Kildare, W91 FH75  
E: [kildare@arachas.ie](mailto:kildare@arachas.ie)  
T: 045 888 088

## Other Organisations

### Brokers Ireland:

87 Merrion Square, Dublin 2, D02 DR40  
T: 01 661 3067  
E: [info@brokersireland.ie](mailto:info@brokersireland.ie), W: [www.brokersireland.ie](http://www.brokersireland.ie)

### The Competition & Consumer Protection Commission:

Bloom House, Railway Street, Dublin 1, D01 C576  
T: 01 4025500  
E: [complaints@ccpc.ie](mailto:complaints@ccpc.ie), W: [www.ccpc.ie](http://www.ccpc.ie)

### Financial Services and Pensions Ombudsman's Bureau of Ireland:

Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
T: 01 567 7000  
E: [info@fspoi.ie](mailto:info@fspoi.ie), W: [www.fspoi.ie](http://www.fspoi.ie)

### Data Protection Commission:

21 Fitzwilliam Square South, Dublin 2, D02 RD28  
T: +353 761 104 800  
W: [www.dataprotection.ie](http://www.dataprotection.ie)

### Central Bank of Ireland:

PO Box 11517, Spencer Dock, North Wall Quay, Dublin 1  
T: 1890 777 777  
E: [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie), W: [www.centralbank.ie](http://www.centralbank.ie)

### Financial Conduct Authority:

12 Endeavour Square, London E201JN  
T: +44207 066 1000  
E: [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk), W: <https://fca.org.uk/>



Signed: Conor Brennan, CEO

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## Privacy Policy

Here at Arachas, we take your privacy seriously and will only use your personal information to provide the products and services you have requested from us.

However, from time to time we may like to contact you with details of other general insurance products we provide. If you consent to us contacting you for this purpose please tick to say how you would like us to contact you:

Post  Email  Telephone  Text message

I agree

Arachas Client Reference .....

.....

Customer Signature .....

Customer (Print Name) .....

Customer Address .....

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Date .....