

# National Insurance Limited

National Insurance Ltd also uses the following trading names  
National Financial Solutions, National Pensions Solutions, Insurance4u, Insuremytravel & Insuremygadgets.  
Registered in the Company's registration under company no. 42828  
National Insurance Ltd is regulated by the Central Bank of Ireland.

## Locations

47 Upper Dorset Street, Dublin 1  
Ph No. 0818 715715 Fax No 01 874 5395 Email: info@nationalinsurance.ie  
Abbey Street, Tullow, Co Carlow  
Ph No. 0818 715717 Fax No 059 9151299 info@nationalinsurance.ie  
Lord Edward Street, Kilmallock, Co Limerick  
Ph No. 0818 715718 Fax No 063 98675 info@nationalinsurance.ie Unit  
3 The Mall, Blessington Town Centre, Co Wicklow  
Ph No. 0818 715716 Fax No 045 900647 info@nationalinsurance  
Shamrock Square, Staplestown Road, Carlow  
Ph No. 0818 715720 Fax No 059 9134788 info@nationalinsurance.ie

## Terms of Business

These terms of business set out the basis on which National Insurance Ltd will provide business services to you as a client of the firm. They also contain details of our regulatory and statutory obligations and the respective duties of both the firm you in relation to such services. National Insurance Ltd is a member of the Irish Brokers Association and Professional Insurance Brokers Association.

### Authorised Status

National Insurance Ltd is authorised by the Central Bank of Ireland as an Investment Business Firm under Section 10 of the Investment Intermediaries Act, 1995(as amended), and as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations, 2005. Copies of our regulatory authorisations are available on request. Our authorisations can be verified by contacting the Central bank on 1890 77 77 77. National Insurance Ltd is also regulated by the National Consumer Agency under the Consumer Credit Act, 1995 as a Credit Intermediary. (Authorisation No: A003377).

### Statutory Codes

National Insurance Ltd is subject to and complies with the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards as laid down by the Central Bank of Ireland which can be found on the Central Bank's website www.centralbank.ie.

### Services Provided

National Insurance Ltd will offer advice on a fair analysis basis in relation to all classes of general insurance policies, life and pensions policies. This means we will research the market place and providers and recommend the best product to suit your own needs.

As a Credit Intermediary the firm can arrange personal loans for insurance premium finance.

We will identify and select a suitable product producer and on receipt of your instructions we will transmit orders on your behalf to one or more product producers (a list of which is available on request).

This firm does not have 'tied' relationship with any institution that would compromise our ability to offer you advice and choice. We do not guarantee nor make representations in regard to and expressly disclaim responsibility for the financial security of Insurance Companies and Product Producers with which we place business.

### Remuneration and Fees

National Insurance Ltd is remunerated by a professional fee for the initial work activity and time spent in seeking the best terms, advice, product and product producer for your specific needs. An administration fee is also charged for the activity involved in the inception or renewal of the policy and also any alterations that take place during and at termination of a policy. A scale of our fees is under noted. We are usually remunerated by commission received from the product producers for the work involved in placing an order and finalising the product with them on your behalf. Details of commission arrangements are available on request. (Some product producers do not pay a commission).

	Scale of Fees General Insurance		
	Initial Fee	Renewal	Policy Alterations
Non-Life Personal Lines Insurance	Up to a max of 100.00	Up to a max of 100.00	Up to a max of 100.00
Non-Life Commercial Lines Insurance	Up to a max of 30%	Up to a max of 30%	Up to a max of 30%

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.

A fee of up to 25 may be charged for all duplicate documentation.

A fee of up to 10 may be charged to cover expenses incurred for returned cheques or Direct Debit defaults.

A Compliance Charge of 2% will be applied to all policies and this amount is retained by us to offset the cost of complying with Central Bank regulations, for your protection.

A Claims Management Service charge of 20.00 will be applied to all motor policies and this amount is retained by us to offset the cost of providing a Claims Management Service to you for Fault and Non Fault Motor Claims.

In relation to Credit Cards, a charge of 1.5% applies on the date of transaction. Commission override payments from insurance premium finance houses up to 4%.

### Life, Pensions

National Insurance Ltd is remunerated by way of commission payments from Product Producers. Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency or you may elect to deal with us on a fee basis.

Our current basic hourly rate is 100 to 250 per hour for advisor fees, 60 to 100 per hour for support staff.

### Conflict of Interests

It is the policy of National Insurance Ltd to avoid any conflict of interest when providing business services to its clients. However, 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 arises.

### Premium Handling

National Insurance Ltd will accept payments in cash, by cheque and by credit/debit card in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995. National Insurance Ltd is not authorised to accept cash or negotiable instruments in any other circumstances.

Premiums are due on / or before renewal / inception date. Under the Financial Regulator legislation very strict rules apply in the payment of premiums to Insurance companies. 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, if agreed, otherwise immediately prior to cover incepting.

### Cancellation / Cooling Off Period

A consumer (as defined by SI No. 853 of 2004) has the right to withdraw from an insurance policy (as defined under SI No. 853 of 2004) within 14 days of the start date of the policy without penalty and without giving any reason - this is known as the Cooling Off period. The right of withdrawal may be exercised by notice in writing to National Insurance Ltd, quoting your policy number. Should this right be exercised the Insurance Company may charge a pro rata premium for the period you are on cover. If the cover is motor insurance the premium cannot be refunded until the Certificate of Insurance and Windscreen Disc have been received by National Insurance Ltd.

You, the customer can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by National Insurance Ltd have been paid and provided that no incident giving rise to a claim has occurred in the current period of insurance, you will be entitled to a proportionate return of the premium for the un-expired period of insurance unless the policy is on a minimum and deposit basis, and if this is the case, no return will be allowed on the policy and this will be noted on your policy schedule. If you cancel during the first year (outside of the Cooling Off period) short term rates apply, please see policy terms and conditions. In the case of cancellation of motor insurance you must return the Certificate of Insurance and Windscreen Disc to National Insurance Ltd. Insurance companies normally reserve the right to cancel policies at any time by giving appropriate notice to your last known address. Please refer to your policy terms and conditions.

### Failure to pay or default

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

- \* your non-payment of the premium due at inception, renewal or following a mid-term adjustment
- \* your bank returns your cheque due to insufficient funds or any other reason
- \* non disclosure of relevant information
- \* Insurer imposed cancellation

Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents. When your policy ends or is cancelled, we will send you any documentation and information that you are entitled to on request.

### Complaints Procedure

The company has a written procedure in place for the effective consideration and handling of complaints. Any complaints should be addressed in writing to the Managing Director, National Insurance Ltd. Each complaint will be acknowledged by us within 5 working days of receipt, updates will be advised in intervals of not more than 20 working days, we will endeavour to resolve the complaint within 40 business days and findings will be furnished to you within 5 working days of completion of the investigation. In the event that you are not entirely satisfied with the firm's handling of and response to your complaint, contact may be made with the Irish Brokers Association, 87 Merrion Sq, Dublin 2 and or Professional Insurance Brokers Association, Unit 14B Cashel Business Centre, Crumlin, Dublin 12 and ultimately you have the right to complain to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

### Investor Compensation (Investor Compensation Company Ltd (ICCL) Scheme)

National Insurance Ltd is a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. The legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. However, you should be aware that a right to compensation would only arise where client money or investment instruments held by this company 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.

### Irish Brokers Association (IBA) Compensation Fund Ltd

As a member of the Irish Brokers Association (IBA), National Insurance Ltd is also a member of the IBA Compensation Fund Ltd. Subject to the rules of the scheme the liabilities of its member firms up to a maximum of 100,000 per client (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 ICCL (established by law) has failed to adequately compensate any client of the member.

### Data Protection

National Insurance Ltd complies with the Data Protection Acts 1988 and 2003. The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. We would also like to keep you informed of various Non-Life Insurance, Investment, protection and any other services or products provided by us or associated companies with which we have a formal business arrangement, and which we think may be of interest to you. We may receive referrals from associated companies and may advise them of any transactions arranged for you. If you do not wish to receive such marketing information please tick the box below. Personal Information is not sold to third parties. All Credit/Debit card details are entered on secure pages and are transferred using SSL encryption.

### Phone Call Recording

All phone calls made and received by National Insurance Ltd may be recorded for the verification of information and training purposes.

### Governing Law and Language

The laws of Ireland form the basis for establishing relations between you and National Insurance Ltd. All contracts, terms, conditions and communications relating to any policies you may enter with this firm will be in English. The terms set out above apply to any service provided to you and should the firm change its terms you will be notified in advance.

### Duty of Disclosure

It is your responsibility to provide complete and accurate information for insurers when arranging an insurance policy, throughout the life of that policy, and when you are renewing it. It is important that you ensure that all information provided and all statements made on proposal forms, claim forms, and other documents are, to your knowledge and belief, complete and accurate. Failure to disclose any material information to your insurers could invalidate your insurance cover and could mean that all or part of a claim will not be paid.

### Claims

It is essential that we are notified immediately of any claims or circumstances which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. The policy wordings will describe in detail the procedures and conditions in connection with making a claim. It should be noted that there is no cover for defence costs incurred without insurers prior consent.