

## Terms of Business

Terms of Business, NFP Commercial Insurance Solutions (Ireland) Limited trading as NFP, NFP Commercial Solutions Ireland, NFP Wholesale Ireland, NFP Professional Liability Ireland and Bspoke, Version 1.5. Effective from August 10<sup>th</sup> 2026, until further notice. These Terms of Business set out the general terms under which our firm, NFP Commercial Insurance Solutions (Ireland) Limited, henceforth referred to as NFPCIS, 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 notify you.

### Authorisation with the Central Bank of Ireland

We are regulated by the Central Bank of Ireland under authorisation code C143018 as an Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations 2018. We are also authorised to act under delegated underwriting authority from pre-approved insurers. This authorisation can be verified by visiting the Central Bank of Ireland website at <https://registers.centralbank.ie/>. Alternatively you can contact the Central Bank on 1890 777 777. The full name and address of the firm and communication details are as set out on the base of this document.

### Codes of Conduct

NFPCIS is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie). NFPCIS provide advice and placement facilities in relation to Commercial and General Insurance.

### Our Services

NFP is a member of Brokers Ireland.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to commercial and general insurance products. The products we can provide advice on and arrange products from include, but are not limited to: Commercial Insurance, Retail Insurance, Financial Lines and Wholesale insurance services.

The majority of our services for commercial and general insurance is provided on a fair and personal analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs).

However, there are certain products which we offer that are underwritten by only certain providers therefore we provide specific insurance advice on a limited analysis basis. Providing services on the basis of a limited number of contracts and product producers available on the market while not tied to one product producer the services are not provided on the basis of a fair analysis of the market.

### Statement of Charges

NFPCIS will earn a commission payment from the insurance company with whom the business is placed. In addition we may charge an administration fee which will be outlined in our quotation and invoice and which is payable at the time the premium is paid. Our commission is taken from the premium payment once received & is ordinarily calculated as a percentage (as agreed between us and the insurance company) of the insurance premium. Commission percentages may differ between different insurers and across different classes of insurance business. Our remuneration is earned at policy placement and therefore no commission/fee will be refunded in the event of a mid-term adjustment or cancellation of the policy.

Pursuant to Regulation 68 of the Consumer Protection Code, a summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which have agreed with product providers is available in our office or on our website – [www.nfpireland.ie](http://www.nfpireland.ie)

## 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 which may result in you having insufficient insurance cover. We would therefore advise that you contact us to ensure that you are provided with up-to-date advice and products best suited to your needs.

## Consumers: Duty of Disclosure when completing documentation

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the ‘average consumer’. Before renewal of the insurance contract, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

## Completed proposal forms/statement of fact

Completed proposal forms or Statement of Facts will be provided to you, these are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

## Commercial Customers: Non-Consumer Disclosure of Information

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

## Conflicts of interest

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service and the firm will take all steps within its control to appropriately manage the conflict and minimise the impact of the conflict on the consumer. Our managing Director is responsible for managing potential conflicts of interest. A full copy of our conflicts of interest policy is available on request.

In some cases, we may be a party to a profit-share arrangement with product producers where we provide extra services for the provider. Agreements to this effect are in place with the following: AXA Insurance Ireland. Any business arranged with these providers on your behalf is placed with them as they are at the time of placement the most suitable to meet your requirements taking all relevant information, demands and needs into account.

## Default on payments by clients

You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. We will exercise our legal rights to receive payments due to us from clients for services provided. In particular, without limitation to the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client. Product producers 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/terms for the details.

## Complaints

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firms established complaints procedure. We will permit and facilitate submission of complaints orally, in writing, by post and by electronic means. We will acknowledge your complaint in writing within 5 working days and we will fully investigate it. 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 working 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. In the event that 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 (FSPO). A full copy of our complaint's procedure is available on our website [www.nfpireland.ie](http://www.nfpireland.ie) and on request.

## Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

NFP is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice, this will be given to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily accessible. Please refer to our website [www.nfpireland.ie](http://www.nfpireland.ie). If this medium is not suitable, we will ensure you can easily receive a copy by hard copy.

Please contact us at [dataprivacy@nfpireland.ie](mailto:dataprivacy@nfpireland.ie) if you have any concerns about your personal data.

**The following sections only apply to consumer duties and rights arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers. Non-Consumer Commercial clients have no duties and rights under this Act, and therefore the following sections do not apply to them.**

## New Business & Renewal

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 ( S.I. No. 485 of 2015 ) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 ( S.I. No. 853 of 2004 ) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies and only on sales that took place on a non-face to face basis (distance sales).

If you have taken out a general insurance contract, and we have not met face to face during the process, you may cancel the contract by giving notice in writing to us within 14 days after the date you were informed the contract is on cover. If you have taken out a general insurance contract, and we have met face to face during the process, you may cancel the contract by giving notice in writing to the insurer within 14 working days after the date you were informed the contract is on cover.

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. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right to cancel does not apply in respect of general insurance, where the duration of the contract is less than one month.

## Investor Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd.

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 in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
- To the extent that the client's loss is recognised for the purposes of the Act.
- 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.

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

We are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). 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.

## Shareholdings

NFP Consultancy EU Holdings Ltd. directly holds 100 per cent of the capital in NFP Commercial Insurance Solutions (Ireland) Limited trading as NFP, NFP Commercial Solutions Ireland, NFP Wholesale Ireland, NFP Professional Liability Ireland and Bspoke.

AON PLC. directly holds 100 per cent of the capital in NFP Consultancy EU Holdings Ltd.

AON PLC. indirectly holds 100 per cent of the capital in NFP Commercial Insurance Solutions (Ireland) Limited trading as NFP, NFP Commercial Solutions Ireland, NFP Wholesale Ireland, NFP Professional Liability Ireland and Bspoke.



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Sandra Chambers

Operations Director – NFP Commercial Insurance Solutions (Ireland) Limited

**NFP Commercial Insurance Solutions (Ireland) Ltd t/a NFP**, NFP Wholesale Ireland, NFP Professional Liability Ireland and Bspoke is authorised and regulated by the Central Bank of Ireland. Registered office: 7B The Anchorage, Charlotte Quay, Dublin 4, D04 A6R9. Andrew Quinn, Director. Registered in Ireland No: 551277.