

# Bank of Ireland Insurance Services Limited

## Terms of Business

## Our legal name is Bank of Ireland Insurance Services Limited

### Contact Details

4th Floor, Block B, Baggot Plaza  
27-33 Upper Baggot St  
Dublin 4, D04 VX58  
Telephone 1890 604 604

### Bank of Ireland Insurance Services Limited ('BIIS'). Terms of Business.

**The Terms of Business set out below provides the basis on which BIIS will provide business services to you as our customer. Should you have any queries we will be happy to deal with them. Please see contact details above.**

- ▶ Bank of Ireland Insurance Services Limited is a member of the Bank of Ireland Group
- ▶ Bank of Ireland Insurance Services Limited is regulated by the Central Bank of Ireland
- ▶ Bank of Ireland Insurance Services Limited is subject to the Consumer Protection Code which offers protection to consumers and this code can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie)
- ▶ BIIS is registered on the Central Bank of Ireland Insurance Mediation Register under reference number C4840. The register can be viewed on the Central Bank of Ireland website at <http://registers.centralbank.ie>.
- ▶ BIIS does not charge customers directly for the business services that it provides. However, BIIS is remunerated by the various product producers from whom it holds an appointment in respect of each product introduced. The amount of remuneration in respect of each service is available on request
- ▶ BIIS hold a written appointment for the following product producers ('Underwriters')

**BIIS is tied to RSA Insurance Ireland DAC for the purpose of selling Home Insurance and Car Insurance**

**BIIS is tied to AXA Insurance DAC for the purpose of selling Payment Protection Insurance**

**BIIS is an agent of AIG Europe Limited who are our sole provider of Travel Insurance based on a limited analysis of the market**

BIIS also holds an appointment for the following products which are only available on a renewal basis to existing customers: RSA Insurance Ireland DAC - Hospital Cash Insurance and Personal Accident Insurance, AIG Europe Limited - Hospital Cash Insurance and Stonebridge International Insurance Limited - Accidental Death Insurance.

- ▶ BIIS's policy is to avoid any conflict of interest when providing business services to our clients. However in the unlikely event that an unavoidable conflict arises BIIS will ensure that the client is treated fairly
- ▶ BIIS is a member of the Investor Compensation Scheme, which provides certain remedies to eligible clients in the event of default by BIIS. The main details of the operation and conditions of the scheme are outlined separately below
- ▶ BIIS gathers and processes personal data in compliance with
  - (a) data protection law and
  - (b) any Data Privacy Notices or summaries we may show you or consents we ask you to agree to.
- ▶ BIIS may at its discretion record all or certain telephone conversations including those held between a customer and BIIS
- ▶ The customer's responsibilities to BIIS include providing BIIS with all necessary information and documentation required to enable BIIS to provide its services. Any failure by the customer to provide documentation or information may result in BIIS being unable to provide advice or transmit orders in respect of relevant products. BIIS requires the customer to provide documentation and information that is accurate and complete and BIIS will rely on such documentation or information without any obligation to verify or check it in any way

- ▶ In the event of default by customers in their obligations to BIIS or the Underwriters, either may notify customers of such default requesting action to remedy it to their satisfaction. They will if necessary exercise their legal rights to receive any payments due to them from clients for business services provided by them
- ▶ Notwithstanding any general willingness to provide business services, BIIS shall not be under any obligation to enter into any particular transaction or to accept and act in accordance with any instruction
- ▶ It is hereby agreed that BIIS shall not be liable for the non-performance of any of its obligations by reason of any cause beyond the control of BIIS, including any breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action and the failure of any relevant agent or intermediary. In no event will BIIS have any liability for consequential or special damage, whether arising from gross negligence, wilful default, fraud or otherwise
- ▶ If you have any complaint in relation to the business services provided by BIIS you should outline the nature of your complaint to us in writing. The complaint will be fully investigated by us and a full response will be provided to you. While our investigation of any complaint is ongoing we will provide you with a regular written update. In the event that you are dissatisfied with the outcome of a complaint or if your complaint is not resolved within 40 business days you are entitled to refer your complaint to:

The Financial Services Ombudsman's Bureau,  
 3rd Floor, Lincoln House,  
 Lincoln Place, Dublin 2  
 Lo Call: 1890 88 20 90, Tel: 01 662 0899,  
 Fax: 01 662 0890

### **Details of the Investor Compensation Scheme**

1. The Investor Compensation Act 1998, as amended ('Act'), 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.
2. BIIS is a member of that compensation scheme.
3. Compensation may be payable where money or investment instruments owed or belonging to clients and held, or in the case of investment instruments, administered or managed by BIIS, cannot be returned to those clients for the time being and there is no reasonably foreseeable opportunity of BIIS being able to do so.
4. A right to compensation will arise only:
  - a. If the client is an eligible investor as defined in the Act
  - b. If it transpires that BIIS is not in a position to return client money or investment instruments owed or belonging to clients of BIIS and
  - c. To the extent that the client's loss is recognised for the purposes of the Act
5. Where an entitlement to compensation is established, the compensation payable will be the lesser of
  - a. 90 per cent of the amount of the client's net loss as recognised for the purposes of the Act
  - b. Compensation of up to €20,000

Receipt of these Terms of Business constitutes your acceptance of them. These Terms of Business will be governed by the laws of Ireland which shall be deemed to be the proper law and govern all transactions or proceedings in or concerning these Terms of Business. The Courts of Ireland shall have jurisdiction to hear any proceedings.

### **Full Registered Address**

Bank of Ireland Insurance Services Limited  
 40 Mespil Road  
 Dublin 4

Registered in Ireland No 137880

The effective date of these Terms of Business is April 2018 and apply until further notice.

**1890 604 604**

**[www.bankofireland.com](http://www.bankofireland.com)**