



## Terms of business

### NFP Commercial Insurance Solutions (Ireland) Limited – Terms of Business

These terms of business set out the terms under which we will provide insurance mediation services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure you read these 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. If you do not sign this Terms of Business but proceed with the proposed insurance or any related transaction, you will be deemed to have been given notice of and accepted our Terms of Business.

### Our Status

NFP Commercial Insurance Solutions (Ireland) Limited trading as NFP Commercial Solutions Ireland, NFP Wholesale Ireland & NFP Professional Liability Ireland C143018 is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018. Copies of our Authorisation from the Central Bank of Ireland are available on request. You may also verify our Authorisation by contacting the Central Bank of Ireland on 1890 77 77 77 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials. We are also members of the Irish Brokers Association ("IBA").

### Our Services

NFP Commercial Insurance Solutions (Ireland) Limited is a member of Brokers Ireland.

NFP Commercial Insurance Solutions (Ireland) delivers a wide range of services in relation to General Insurance Policies. We provide specialist services by focusing on the insurance needs and requirements of our clients.

In order to provide these services, we hold agency agreements with a substantial number of Insurance Undertakings/Product Producers, a list of which is available on request.

We provide our services on a fair analysis basis, which means we conduct research across a wide range of products and providers available in the market. In certain instances we may identify a preferred provider for a particular product and may select the firm as our preferred provider for the specific products – in this instance we will recommend this provider to you, provided the product is best suited to your needs. This firm does not have a shareholding in any insurer and likewise no insurer has a shareholding in this firm.

In delivering our service to Clients we are bound by the Central Bank's Consumer Protection Code 2012, the 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).

### Our Remuneration

Unless otherwise agreed our normal method of remuneration is in the form of brokerage fee and/or commission based on premiums paid and any other type of remuneration, including a non-monetary benefit or on the basis of a combination of these methods. A non-monetary benefit will only be accepted if it enhances the quality of the services to our clients. Brokerage or other charges are based on a time spent and disbursements basis. In determining the rate and any brokerage charges, factors such as specialist skills, complexity, value, risk and urgency will be taken into account. The hourly rate for a director is €350.00, manager €300.00 and all other staff €200.00. In certain circumstances a fee for a specific amount will be agreed on a case by case basis.

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| +353 (0)1 667 2644 | [www.nfpireland.ie/insurance](http://www.nfpireland.ie/insurance) | [insurance@nfpireland.ie](mailto:insurance@nfpireland.ie)

NFP Commercial Insurance Solutions (Ireland) Ltd is authorised and regulated by the Central Bank of Ireland. NFP is the registered business name used by NFP Commercial Insurance Solutions (Ireland) Ltd. NFP Commercial Insurance Solutions (Ireland) Ltd registered office is at 7B The Anchorage, Charlotte Quay, Dublin 4, D04A6R9 and its directors are William Irwin and John Paul Allcock (British). Registered in Ireland No: 551277.



We may receive additional commissions from product producers by way of renewal commissions and profit related remuneration from a provider. All commissions received contribute to the overall costs of running our business and providing services to you, and these are not offset against any fees which we may charge you.

Summary details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us which we have agreed with Product Producers is published on our website [www.nfpireland.ie](http://www.nfpireland.ie).

## Regular Review

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 of those changes in writing 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 writing in relation to changes to your circumstances, may result in you having insufficient insurance cover.

## What is your Business?

The business description on all policies must be adequate to describe all the activities you wish to insure. If you have plans to expand or change your business we need to know, in writing, in order to ensure that your insurance arrangements are adapted to reflect such changes. It is essential that the business description on all policies is adequate to cater for all activities undertaken by you now, in the past or planned for the future.

## Disclosure Information

Any failure to disclose material information in writing may invalidate your claim and render your policy void.

## Conflict of Interest

It is company policy to avoid any conflict of interest when providing business services to our 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.

In some cases, we may be a party to a profit-share arrangement with product producers where we provide extra services for the provider. An agreement to this effect is in place in relation to our Commercial Property Binder. Any business arranged with this provider 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 Remedies

We invoice our Clients for the premium plus any levies/taxes/brokerage, which are related to the Contract of Insurance or service provided.

We reserve the right to instigate cancellation proceedings to cancel a policy 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.
- we are advised by a premium finance firm that you have defaulted on a repayment schedule.
- non-disclosure of relevant information.

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## Insurer imposed cancellation.

The Central Bank's regulations preclude NFP Commercial Insurance Solutions (Ireland) Limited from paying to Insurers premiums which have not been paid to us. Insurers and premium finance firms are entitled to cancel cover if premiums or loan repayment instalments are not paid to them. It is therefore critical to the guaranteed continuance of your insurance cover that your premium or loan repayment instalment is paid in full strictly in line with your credit terms.

We reserve the right to take legal action for any amounts which you owe to us.

## Mid Term Alterations/Cancellations

In the event that you amend or cancel your policy during the period of cover which, in our opinion, results in us not being appropriately remunerated for services provided, we reserve the right to charge fees of up to the full amount of charges advised to you at inception of cover or alteration.

If your policy is written on a 'Minimum and Deposit' basis and you cancel the policy during a period of insurance, you will not receive a pro rata refund of premiums paid for the unexpired period of cover. Also, if you have financed such a policy premium via a premium finance provider, you will be liable to the insurer for the full year's premium due.

## Complaints

NFP Commercial Insurance Solutions (Ireland) has in place a written procedure for the effective consideration and handling of complaints. This procedure ensures that written complaints will be recorded and acknowledged in writing within five business days of receipt. All complaints will be fully investigated and the outcome of that investigation will be communicated to the complainant.

In the event that you remain dissatisfied with our handling of and response to your complaint, you may contact the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Telephone LoCall 1890 88 20 90.

## Data Protection

We are subject to the requirements of the General Data Protection Regulation (GDPR) 2016 and the Irish Data Protection Act 2018.

NFP Commercial Insurance Solutions (Ireland) Limited 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 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).

## Consumer Compensation and Protection

NFP Commercial Insurance Solutions (Ireland) is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998. This legislation provides for the establishment of a Compensation Scheme and for the payment in certain circumstances of Compensation to Clients of firms covered by the Act. In the event that a right to

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compensation is established, the amount payable is the lesser of 90% of the loss which is recognised as being eligible for compensation or compensation up to €20,000. Further information on this scheme is available from the Investor Compensation Company Limited, Dame Street, Dublin 2.

NFP Commercial Insurance Solutions (Ireland) Limited is also a member of the Brokers Ireland Compensation Fund providing protection of €250,000 in the aggregate with a maximum per claim of €100,000 where the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate and client of the member.

## Handling Clients Money

NFP Commercial Insurance Solutions (Ireland) Limited will accept cash or negotiable instruments in respect of all classes of non- life insurance, in circumstances permitted under Section 25G of the Investment Intermediaries Act 1995 NFP Commercial Insurance Solutions (Ireland) Limited will issue receipts for each payment received. These are issued with your protection in mind and should be stored safely.

NFP Commercial Insurance Solutions (Ireland) Limited is not authorised to accept cash or negotiable instrument in any other circumstances.

## Sums Insured and Limits of Indemnity

Sums insured and limits of indemnity must be adequate to cater fully for the losses to which you are exposed. Inadequate levels can result in you having to bear all or part of a loss. Sums insured and limits must be kept under constant review by you and should be adequate to reflect any changing business activities. Any changes must be notified to us in writing.

## Warranties, Conditions and Exclusions

All policies contain conditions and exclusions which restrict or exclude certain types of claims or activities. Some policies also contain warranties that must be complied with by you before a claim will be admitted. The full wordings of such warranties, conditions and exclusions are contained in your policies. All policies contain a condition requiring you to take reasonable care to avoid loss and/or damage that may give rise to a claim. Policies should be examined carefully to ensure that all warranties, conditions and exclusions are acceptable and being complied with by you. If they are not please let us know in writing.

## Disclosure of Material Facts

There is an obligation to advise insurers in writing of all facts which would influence the Judgement of the insurer in fixing the premium or determining acceptability of the risk. This obligation is not limited to information specifically sought by the insurer in the proposal form or requested by them in the absence of such a form. The obligation is on you, the client, to disclose such material facts in writing to us, at the time the insurance is arranged and at each renewal and whenever you become aware or ought to become aware of the fact. In addition, some policies require that material changes in risk be notified to insurers in writing immediately. Failure by you to notify material facts in writing to us could invalidate your insurance cover. All material facts should be notified in writing immediately to us. If you are in doubt about your obligations in this regard, please contact your Account Director or Account Executive.

It is your responsibility to ensure that the information recorded on a Proposal Form, Statement of Fact, or other information you provide to us is correct, irrespective of whether or not you are required to sign such documents, otherwise if incorrect information is recorded your insurer may reject a claim.

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## Claims

All claims or circumstances which may give rise to a claim should be reported immediately to us in writing. Failure to do so may entitle insurers to refuse indemnity under your policies. If you are in any doubt as to whether or not a matter should be reported, please notify us and we will advise you. Report forms for most classes of business can be obtained from our website [www.nfpireland.ie](http://www.nfpireland.ie).

We will assist you in submitting a notification under the policy (ies) we have arranged for you and in seeking to obtain reimbursement or indemnity without charging you separately for doing so (unless otherwise agreed with you as part of our remuneration). Our remuneration includes payment for the placement of your policy with underwriters and the handling of claims throughout this policy year and for as long as we remain your broker. In the event that our relationship is terminated we reserve the right to require you to arrange for the handling of any claims outstanding at the date of termination to be transferred to a party nominated by you.

Alternatively, we will be pleased to continue to handle claims outstanding at the date of termination provided we are able to and we have agreed between us an appropriate method of remuneration for this service. In the event that an insurer becomes insolvent or delays making settlement of a claim, we do not accept liability for any outstanding claims.

## Exclusions and Limitations of Liability

The Services are provided solely and exclusively by us, acting through our employees, and accordingly no employee shall owe you any personal duty of care.

It is agreed and understood that no employee shall be liable to you for any loss or damage howsoever arising as a consequence of the acts or omissions of such (including negligent acts or omissions), save where such loss or damage is caused by fraud on the part of such employee, or cannot otherwise lawfully be

excluded. NFP Commercial Insurance Solutions (Ireland) Limited shall be liable to you to the same extent as it would have been in the absence of this exclusion, and we undertake not to rely upon any matter by way of defence if and to the extent that such matter would not have been available to it in the absence of this exclusion.

The extent to which any loss or damage will be recoverable by you from us will also be limited so as to be in proportion to our contribution to the overall fault for such loss or damage, taking into account any contributory negligence by you and any negligence by your other advisers and/or any third party responsible to you and/or liable in respect of such loss or damage.

NFP Commercial Insurance Solutions (Ireland) Limited aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this TOBA or the services provided hereunder shall be limited as follows:-

1. in respect of personal injury or death caused by our negligence, no limit shall apply;
2. in respect of any fraudulent acts (including theft or conversion) or our wilful default, no limit shall apply.
3. In respect of any claims other than in connection with sub clauses 1 and 2 above, our total aggregate liability shall be limited to the sum of €5,000,000 (5 million euro) or the equivalent in your local currency at the prevailing rate; and

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4. Subject to sub clauses 1 and 2 above, in respect of the following losses: loss of revenue; loss of opportunity ; loss of reputation ; loss of profits; loss of anticipated savings; increased costs of doing business; or any other indirect or consequential loss, we will have no liability in any circumstances.

Both you and we agree that the foregoing exclusions and limitations are reasonable, based on the level of risk assumed by us in connection with the services we provide and the fees and/or commission or brokerage earned under this TOBA. The terms of this clause shall be enforceable by employees.

## Money Laundering

We are obliged by Irish money laundering regulations to undertake customer due diligence measures to verify the identity of clients and to seek further information from you if you request us to make any payments to a third party.

## Responsibilities under Anti Money Laundering and Anti Bribery and Corruption Legislation

Irish money laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. Unless we can identify your identity electronically we will usually require you to send us some or all of the following as evidence of your identity: a copy of your certificate of incorporation, a list of Directors, a list of shareholders, details of your registered address.

We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited in law from disclosing any such report to you.

## Obeying financial sanctions, embargoes and trade sanctions

We are not permitted to conduct business with any client that is subject to sanctions or embargoes. If sanctions or embargoes are in place, then we will not be able to proceed with the policyholders transaction and the insurers may terminate the policy ab initio and not pay any claims that have been notified. If you subsequently become subject to sanctions or embargoes your insurer may have to invoke their cancellation rights under your policy as well as being unable to proceed or honor any claims that have been notified without the express permission of Revenue commissioners.

## Confidentiality and Data Protection

The Parties acknowledge and agree that where a Party processes Personal Data under or in connection with this Agreement it alone determines the purposes and means of such processing as a Controller, under the General Data Protection Regulations (GDPR) 2016.

All information about data subjects, your business, or which you otherwise supply to us, of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have in the course of arranging, placing and administering insurance requirements. This may involve passing information to insurers, other intermediaries, risk management assessors; uninsured loss recovery agencies service providers, industry regulators, our auditors and other third parties. We may also pass information to credit reference agencies and premium finance providers in connection with the assessment of financial standing generally.

If you have supplied us with personal information relating to a third party, you must make them aware of how we use it and of their rights under Data Protection Law.

In respect of the Personal Data a Party processes under or in connection with this Agreement, the Parties:

Shall comply at all times with its obligations under the Data Protection Law;

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Shall notify the other Party without undue delay after and in any event within 24 hours of, becoming aware of a Personal Data Breach; and

Shall assist and co-operate fully with the other Party to enable the other Party to comply with their obligations under Data Protection Law, including but not limited to in respect of keeping Personal Data secure, dealing with Personal Data breaches, complying with the Rights of Data Subjects and carrying out data protection impact assessments.

The Parties shall work together to ensure that each of them is able to process the Personal Data it processes under this Agreement for the purposes contemplated by this Agreement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Law. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each party to comply with the Data Protection Law.

NFP Commercial Insurance Solutions (Ireland) Limited complies with the Data Protection Acts 1988, 2003 as amended, Data Protection Act 2018, GDPR 2016. 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 any new products or services provided by us or associated firms with which we have a formal business arrangement, and which we think may be of interest to you. We may also receive referrals from such firms and may advise them of any transactions arranged for you. If you want to receive marketing information, please tick the box in the following Terms of Business acknowledgement

For the purposes of the above:

- **Controller** means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
- **Data Protection Law** means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data;
- **Data Subject** means the identified or identifiable natural living person to whom the Personal Data relates Personal Data means any information relating to the Data Subject; and Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Our Data Protection Policy can be found at [www.nfpireland.ie/privacy-policy/](http://www.nfpireland.ie/privacy-policy/)

## Governing Law

NFP Commercial Insurance Solutions (Ireland) Limited terms of business shall be governed by and construed in all respects according to the laws of the Republic of Ireland.

New consumer responsibilities arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect insurers.

## New Business and Renewal

A consumer may cancel a contract of insurance by giving notice in writing to the insurer, within 14 working days after the date the consumer was informed that the contract is concluded. The insurers cannot impose any costs on the consumer other than the cost of the premium for the period of cover.

The Right to Cancel does not apply in respect of general insurance policies where the duration of the contract is less than one month.

The consumer is under the duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

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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.

### Post - Contract Stage and Claims

If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or re-instatement 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

An insurer 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 effectively changed the risk to one which the insurer has not agreed to cover.

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.

The consumer must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. (The insurer is under the same duty).

If the consumer makes a false or misleading claim in any material respect (and knows 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.

Where an insurer 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 the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

These Terms of Business are effective from 1st September 2020.

### Client Acknowledgment:

I acknowledge that I have been provided with a copy of the Terms of Business of NFP Commercial Insurance Solutions (Ireland) Limited and that I have read and understand these terms.

I confirm having read the paragraphs in relation to Data Protection and consent to NFP Commercial Insurance Solutions (Ireland) Limited making contact with me by letter, phone, email, or SMS text in relation to the range of services provided.

If you want to avail of these services, please tick here.

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**Signed:**

**Dated:**

Please note: If you do not sign this Terms of Business but proceed with the proposed insurance or any related transaction, you will be deemed to have been given notice of and accepted our Terms of Business.