

## Carole Nash Insurance Consultants (Ireland) DAC Terms of Business

*Please read this Terms of Business document carefully as it contains important information. If you are unclear about any aspect of these Terms of Business or have any questions, please contact our Customer Services team on 1800 298 551 or write to us at:*

Carole Nash Insurance Consultants (Ireland) DAC  
Ulysses House  
22/24 Foley Street  
Dublin 1  
DO1 W2T2

Calls are recorded for training and quality assurance purposes.

### 1. Regulation

Carole Nash Insurance Consultants (Ireland) DAC is regulated by the Central Bank of Ireland (Ref. C187762) as an insurance intermediary under the European Union (Insurance Distribution) Regulations 2018.

Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

Carole Nash Insurance Consultants (Ireland) DAC is subject to the Consumer Protection Code 2012, Minimum Competency Code 2017 and Fitness and Probity Standards 2014 which offer protection to consumers. These can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie)

### 2. Purpose of This Document

This document outlines important information about how Carole Nash Insurance Consultants (Ireland) DAC conducts its business. By proceeding with your policy through Carole Nash Insurance Consultants (Ireland) DAC you agree to the Terms of Business as set out here.

### 3. Our Service

Our principal business is to arrange transactions on behalf of customers in relation to general insurance products on a limited analysis of the market. Carole Nash Insurance Consultants (Ireland) DAC is an intermediary and we will act on your behalf when arranging and administering your insurance except for the circumstances described in section 9 (Handling Money). For all quotes and sales, we source and arrange products but do not offer advice or make recommendations when arranging insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details. You will then need to make your own choice about how to proceed. **Where we can offer the availability of an instalment facility in order to pay the insurance premium, we act as a credit intermediary and do not offer advice in relation to this.**

We provide general insurance products on a limited analysis basis, i.e. providing services based on a limited number of contracts within the market and these are listed below. Please refer to your Insurance Product Information Document and policy schedule for details of your insurer. A list of all the insurers we transact with is provided below:

To contact us about any of the below products call us on 1800 818 761

| <b>Products</b>                  | <b>Basis on which Carole Nash DAC Provide Service</b> | <b>Number of Providers</b>  |
|----------------------------------|---|---|
| Motorcycle                       | Limited Analysis                                      | 3 - AXA Insurance DAC, Ageas Insurance Limited, FBD Insurance PLC |
| Classic Car                      | Limited Analysis                                      | 2 - AXA Insurance DAC, FBD Insurance PLC                          |
| Legal Expense Cover              | Limited Analysis                                      | 1 - ARAG Legal Protection Limited                                 |
| Irish & European Breakdown Cover | Limited Analysis                                      | 1 - Inter Partner Assistance SE                                   |
| Personal Accident                | Limited Analysis                                      | 3 - AXA Insurance DAC, Ageas Insurance Limited, FBD Insurance PLC |
| Helmet and Leathers              | Limited Analysis                                      | 3 - AXA Insurance DAC, Ageas Insurance Limited, FBD Insurance PLC |

#### **4. Ownership**

Carole Nash Insurance Consultants (Ireland) DAC is a subsidiary of Carole Nash Insurance Consultants Limited, a retail intermediary authorised and regulated by the Financial Conduct Authority in the UK. Carole Nash Insurance Consultants (Ireland) DAC and Carole Nash Insurance Consultants Limited are part of the Ardonagh Group who have a direct holding in our business. For more information about the group, please visit: <http://www.ardonagh.com/>

#### **5. Complaints**

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact us:

By telephone:                      Claims related to Ageas Insurance Limited policies 1800 930 803  
   Other complaints 1800 298 551

In writing:                              Complaints Department  
   Carole Nash Insurance Consultants (Ireland) DAC  
   Ulysses House  
   22/24 Foley Street  
   Dublin 1  
   DO1 W2T2

Email:                                    [DublinCompliance@carolenash.ie](mailto:DublinCompliance@carolenash.ie)

When dealing with your complaint, we will follow our comprehensive complaint's handling process. We will acknowledge your complaint within 5 business days unless it has been resolved to your satisfaction. We will investigate your complaint and keep you informed of progress, at intervals not greater than 20 business days. If we do not resolve the complaint within 40 business days, we will update you on the time frame we expect to have the investigation complete.

If you are not satisfied with how we dealt with your complaint, you can refer the matter to the Financial Services and Pensions Ombudsman who will review your case on an independent basis.

Address: Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin  
D02 VH29

Tel: +353 1 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: <https://www.fspo.ie/>

If your complaint is against your insurer, you will need to contact them directly. Contact details for your insurer can be found in your policy documents.

## 6. Compensation Scheme

Carole Nash Insurance Consultants (Ireland) DAC is covered by the Insurance Compensation Fund. You may be entitled to compensation from the fund if Carole Nash Insurance Consultants (Ireland) DAC cannot meet its obligations. The Insurance Compensation Fund may provide funds for liquidators so that they may pay the valid claims of insolvent Insurers. You can get more information about compensation fund arrangements from the Central Bank of Ireland.

## 7. Fees

In addition to premiums charged by your insurer, we may apply the following fees for arranging and administering your policy (see section 3, Our Service). These fees are non-refundable.

| Type of transaction  | Fee          |
|--|--------------|
| Policy Set Up Charge   | Up to €100   |
| Administrative   | Up to €100   |
| Mid-term changes:  | Up to €65    |
| Renewal Charge   | Up to €100   |
| Cancellation by you (outside your 14-day 'right-to-cancel' period) or by us (at any time). | Up to €65.00 |
| Documentation  | Up to €35    |
| Helmets and Leather Set up Charge  | Up to €35    |
| Personal Accident Set Up Charge  | Up to €35    |
| Combined Personal Accident and Helmets and Leather Set up Charge                           | Up to €35    |

Your policy includes a Carole Nash Insurance Consultants (Ireland) DAC Set Up Charge/Renewal Charge. This charge is non-refundable in the event of cancellation at any stage of the policy outside of the 14-working day Cooling Off Period.

All Carole Nash Insurance Consultants (Ireland) DAC motorcycle policies have cover built in for Legal Expense Cover and Breakdown. This is a combined product offering and this cover is not optional. The charge for this cover is €69.54.

All Carole Nash Insurance Consultants (Ireland) DAC Classic Car policies have cover built in for Legal Expense Cover and Breakdown. This is a combined product offering and this cover is not optional. The charge for this cover is €73.53.

If you make an adjustment or cancel your policy and this results in a premium of adjustment of less than €10, we will not charge nor refund this amount.

## **8. Cancellation**

You have a right to cancel your policy at any time. In order to cancel your policy, you need to send us a written instruction. If cancelling your Motorcycle insurance, you must return your insurance certificate along with a written request to cancel. If cancelling your Classic Car insurance, you must return your insurance certificate and disc and a written request to cancel.

All requests to cancel must be sent to Carole Nash Insurance Consultants (Ireland) DAC, Ulysses House, 22/24 Foley Street, Dublin 1, DO1 W2T2. We will cancel your policy from the date we receive your written instruction to cancel, including any associated documents as outlined above.

## **9. Cooling off Period**

If you decide to cancel your policy and within 14 working days of receipt of your policy documents, or start date (whichever is later), we will charge you any charge your insurer makes for the number of days cover provided since the policy started. This will be deducted before a refund is issued and providing no claims have been made.

If you wish to cancel your policy outside of the 14 working day cooling off period, our set up charge is non-refundable and we will charge you any charge your insurer makes for the number of days cover provided since the policy started. This will be deducted before a refund is issued and providing no claims have been made.

No refund will be offered in the event of a cancellation on an annual Breakdown Cover and Legal Expenses policy after your 14-working day 'right to cancel' period.

If you cancel your Personal Accident, Helmet & Leathers, or combined Helmet & Leather & Personal Accident policy after your 14-working day 'right to cancel' period, our set up charge is non-refundable and we will charge you any charge your insurer makes for the number of days cover provided since the policy start date. This will be deducted before a refund is issued and providing no claims have been made.

If your policy is cancelled and you or someone else has made a claim under your policy, you will not be entitled to a refund. If you are paying you premium by direct debit, you must pay the rest of your premium including any outstanding payments under your credit agreement. Please refer to the Policy Conditions section within your policy booklet, and section 7 of this Terms of Business document entitled 'Fees' for further information.

### ***Discounts and cancellation:***

If you cancel your policy before the end of the 12-month term we will pro-rata any discount that was applied when you took out the policy. For example, if you received a discount of €12 and the policy is cancelled six months into the 12-month policy term, you will be expected to pay €6 for the unused portion of the discount.

## **10. Handling Money**

We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged. We will retain your debit/credit card details and bank account details for the purpose of automatic renewals and to pay or refund other premiums that may become due upon changes to the policy. If you do not want us to use your credit/debit card for these purposes, please contact our customer services team on the telephone number above.

## **11. Applicable law**

Irish law applies to your relationship with us. Similarly, unless you and your insurer agree otherwise, Irish Law applies to your relationship with your insurer and your insurance contract unless stated to the contrary in your policy document.

## **12. Your personal information**

We take your privacy extremely seriously and In order for us to provide our services to you it is necessary that we collect certain information from you in order to administer your insurance contract or where you have chosen, to arrange premium finance.

Our Fair Processing Notice explains how we will use your personal details. You can access our Fair Processing Notice by going to the following link: <https://www.carolenash.ie/privacy-policy> . Please read this policy carefully and contact us immediately if you have any queries. We may share your data with Third Parties for the provision and ongoing performance of your insurance policy.

Your data will be stored on servers in the UK and shared with Carole Nash Insurance Consultants Limited, a retail intermediary authorised and regulated by the Financial Conduct Authority in the UK for the administration and the provision of insurance services and related matters such as the detection of fraud, providing you with a quote for a new policy or to renew your existing cover. Your data may be transferred outside of the UK. All the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

We regularly review the information we give to you and how we communicate with you. Our Fair Processing Notice contains details of what information we hold about you, how we use it, how long we keep it and who to contact if you have questions. Our Fair Processing Notice is reviewed annually. If we intend make a significant change to the way we use your data we will contact you directly to notify you, but you can access the Fair Processing Notice at any time by visiting <https://www.carolenash.ie/privacy-policy>

## **13. Dealing with others on your behalf**

To help manage your insurance policy, subject to answering security questions, we will deal with you or your husband, wife or partner or any other person who, we reasonably believe will be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy.

If your policy is underwritten by FBD Insurance PLC or AXA Insurance DAC, and in the event of a claim and where you have given authorisation to deal with your husband, wife or partner or any other person who, we reasonably believe will be acting for you, we will inform your insurance company of this authorisation in the event of a claim.

## **14. Conflicts of Interest**

Occasions can arise where we or one of our associated companies, clients or product providers may have a potential conflict of interest with business being transacted with you.

If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions, and we will detail the steps we will take to ensure your fair treatment.

## **15. Our remuneration**

Our income is generated from a combination of administration fees (as set out in section 6 above) and commissions from insurers and a third-party finance provider. The commissions we receive are not offset against our fees. The administration fees that apply to you will have been disclosed at the point of sale and are set out in the information we will send you as part of your policy information. Full details of the commissions Carole Nash Insurance Consultants (Ireland) DAC receive from our underwriters can be found on our Website <https://www.carolenash.ie/terms-of-business>

### ***Introducer arrangements:***

You may have been introduced to us by a third party, for which we may pay the introducer a fee.

## **16. How to Claim**

If you are an Ageas Insurance Limited policy holder, we will notify the insurer of any claim on your behalf.

If you are an FBD Insurance PLC or an AXA Insurance DAC policy holder, and you need to report claim, the contact details for your insurer, can be found in your policy schedule. The relevant section of your policy booklet sets out how to make a claim and the procedures outlined within that section form an integral part of our contract with you. In addition, you should be aware that you, or any other person claiming against you under your policy, must send any claim form, summons or other correspondence to us immediately, unanswered. In the event of a theft, attempted theft, or malicious damage, you are also required under the terms of your insurance to notify the Garda immediately.

In the event of a claim being made on your policy, your annual premium must be paid in full.

## **17. Renewing your Policy**

Shortly before renewal, we will send you a renewal invitation containing information on the premium due and the details we hold. It's important you check your details are accurate and tell us about any change to your circumstances.

To ensure that we continue to offer a policy that meets your requirements we may offer an alternative insurer at renewal. If you are happy with your quote to renew with the insurer offered, there may be nothing further for you to arrange and your card may be automatically debited on the day of your renewal. **Further details of whether or not your policy will be automatically renewed will be confirmed on your renewal invite.**

If you do not wish us to renew your policy automatically, please inform us at any time up to the last working day prior to your renewal date. **If we do not hear from you to the contrary, we will take this as your authority to process your renewal and will set up the policy offered on your behalf.** Please note that if we confirm your policy will not be auto-renewed, cover will cease on your renewal date unless you contact us beforehand to make a payment. We will retain your payment details for the purpose of automatic renewals and to pay or refund other premiums that may become due upon changes to the policy. If you do not want us to retain these details, please contact our Customer Services Team on 1800 298 551.

## **18. No Claims Bonus**

If you have informed us that you are entitled to No Claims Bonus and “if applicable to your policy” but this is not validated by yourself with the relevant proof, your policy may be subject to an additional premium, it may be cancelled or be made null and void from the inception date of your policy.

## **19. 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 information and products best suited to your needs. Failure to contact us in relation to changes in circumstances or failure to request a review, may result in you having insufficient insurance cover.

## **20. Your Responsibilities**

You must take all reasonable steps to keep all property insured through us in a safe condition and to protect it from damage, including fire, theft or attempted theft, malicious damage and someone taking it without your permission. You must also make sure you satisfy all the legal requirements relating to your property and its ownership.

## **Data Protection Summary**

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Data Protection Commission (DPC). You can find out more about the DPC here: <https://www.dataprotection.ie/>

### **1. Who We Are and How Important Your Privacy Is to Us**

In this privacy notice we at, Carole Nash, an insurance intermediary based at Ulysses House, 22/24 Foley Street, Dublin 1, will explain how we collect and use your personal information. We are part of The Ardonagh Group who have a direct holding in our business, for more information about the group, please visit <http://www.ardonagh.com/> Please read this notice carefully as it explains how we as your intermediary, and our panel of insurers collect and use your personal information.

### **2. The Information We Collect and Where We get It From**

In order for us to provide our services to you for the provision of insurance services and related matters such as complaint handling and detection of fraud, it is necessary that we collect certain information from you to provide you with a quote for a new policy or to renew your cover, or to administer your insurance policy. Usually this will be provided to us from you or someone connected to you. If someone connected to you is providing us with information for any other person named on your quotation or policy, it is important that they have agreed to their personal information being provided to us and you agree that you will bring this information to their attention at the earliest opportunity. . If you have obtained a quote with us via a price comparison site this information is shared with us to provide our service to you.

Generally, the information will include the details that are necessary for us to provide you with a quote or for you to buy a policy:

- General information about you such as your name, address, contact details, occupation and date of birth.
- Information about what and/or who you want to insure, such as vehicle details
- Your claims history
- Financial details such as bank accounts and card details
- Sensitive personal information such as your health and criminal convictions, we will only use this information to help provide you with an insurance policy
- Information about your use of our website such as your IP address, which is a unique number identifying your computer. Please see our cookie notice for more information

Where we ask you for information about other people, such as additional riders or drivers, you must ensure that you have their consent to give us their details.

### **3. Why We Collect This Information and How We Will Use It**

We collect the information above in order to provide you with an insurance quote and/or an insurance policy. It is necessary in order to assess your application, verify your identity and arrange your insurance policy. The information may be used for the prevention and detection of financial crime. We will also use the information you provide to analyse your shopping habits and, if you buy a policy, how you use the benefits. This will help us to continue to design and offer products & services that meet our customers' needs.

We will use call recording and the details you have given to facilitate compliance and quality monitoring.

In order that we can provide you with a quotation at new business and renewal stage we may use the information you have provided to us for analysis and profiling and to support our pricing strategy, which may involve an automated decision. If you object to an automated decision being made please contact us and we will review your details.

We and the insurers on our panel may collect data about you from credit reference agencies to confirm your identity, assess your risk profile and offer you appropriate products. The search conducted will not impact your credit score and can only be seen by you, us and the credit reference agency.

#### **4. Communicating with You About Similar Products**

Where you have told us that you are happy to receive marketing information from us, we may contact you from time to time in relation to special offers, products and services offered by Carole Nash Insurance Consultants (Ireland) DAC and other members of The Ardonagh Group who also offer insurance products and services. We will also contact you on the 12-month anniversary of a quote not taken up or on your policy lapsing.

You can unsubscribe to marketing communications at time, should you decide you no longer want to receive that anymore. You can do this by phone, in writing (see the address at the bottom of this notice) or by email

#### **5. Sharing Your Information**

We share your information with third parties including –

- Insurers in order to provide you with an insurance quote and the ongoing administration of your contract of insurance
- Other companies within the Ardonagh Group. This includes our sister companies Atlanta1 and Swinton and their respective sub-contractors with whom we may share data for the administration of your policy and to process discounts on quotes where we are able to identify positive risk profiles.
- Other insurance companies, reinsurers, legal advisors, loss adjusters, claims handlers and/or other organisations. In order to administer any claim, you may make.
- Organisations where we have a duty to or are permitted to disclose your personal information by law (for example if we receive a valid request from the Police in the interest of preventing and detecting crime).
- The Motor Insurance Bureau, that records information of all motor insurance policies for law enforcement purposes
- Fraud prevention Agencies available to the insurance industry to check information and prevent financial crime.
- Our premium finance provider. If you have chosen to pay by instalments your details will be passed to the lender who will arrange the credit agreement.

#### **6. How Long We Keep Your Information**

We will keep your information only for as long as is reasonably necessary for the purposes set out in the privacy notice and to fulfil our legal obligations:

- If you have obtained a quote from us, but not purchased the policy, we will retain your records for 3 years.
- If you have contacted our call centre, call recordings will be held for 3 years, providing no contract of insurance has been in place.
- If you are a Carole Nash customer, we will retain your records for a total of 7 years from the end of the policy or relationship with you to ensure we meet our regulatory requirements.



## **7. Securing Your Personal Information**

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

## **8. Use and Storage of Your Information Overseas**

On occasion we or a service provider may transmit certain aspects of your personal data outside of the European Economic Area. Where we pass information to service providers such as your insurers, some may process this information overseas in countries such as the United States and the United Kingdom (UK) (in the event of the UK leaving the European Union). Where this happens, appropriate measures will be in place to ensure that it is only used to administer your insurance policy and is always kept secure .

## **9. What Are Your Rights**

Under data protection law you have the following rights:

- Right to Withdraw Consent – withdraw your consent for the processing of personal data
- Right of Access – access the personal data that we hold on you.
- Right of Rectification – right to require Carole Nash Insurance Consultants (Ireland) DAC to correct any inaccurate information they may hold on you.
- Right to be Forgotten – have your personal data erased. This will only apply in specific situations
- Right to Data Portability – you have the right to request the personal data that you provided to us. You may also request that we send this data to another company or person.
- Right to Restrict – restrict the processing of your personal data

## **10. Making a Complaint**

You have the right to complain to us. If you are not satisfied with how we handle your personal data please contact our Data Protection Officer at Carole Nash Insurance Consultants (Ireland) DAC, Ulysses House, 22/24 Foley Street, Dublin 1, Do1 W2T2 or by email at [dpoireland@carolenash.ie](mailto:dpoireland@carolenash.ie) . Alternatively, you can lodge a complaint with the Office of the Data Protection Commissioner 21 Fitzwilliam Square South, Dublin 2, D02 RD28. Further details of your rights can be obtained by visiting the DPC website at <https://www.dataprotection.ie/>.

You can contact our Data Protection Officer for more details about any of the information contained in the notice by writing to us at:

In writing:                      The Data Protection Officer  
   Complaints Department  
   Carole Nash Insurance Consultants (Ireland) DAC  
   Ulysses House  
   22/24 Foley Street  
   Dublin 1  
   DO1 W2T2

Email:                              [dpoireland@carolenash.ie](mailto:dpoireland@carolenash.ie)

If you wish to inform us of changes in consent for marketing, please contact us in writing at Carole Nash Insurance Consultants (Ireland) DAC, Ulysses House, 22/24 Foley Street, Dublin 1, Do1 W2T2

Carole Nash Insurance Consultants (Ireland) DAC are regulated by the Central Bank of Ireland

These Terms of Business are effective from the 16th September 2020

TOB (09/20)

or by email at [emerald@carolenash.ie](mailto:emerald@carolenash.ie). You can also update your marketing preferences by calling 1800 930 803 and speaking with a member of our team.