

## General

These are the Terms of Business for New Ireland Assurance Company plc (hereinafter called "the Company") which may also be referred to under the trading name "New Ireland Assurance". The contact details are set out below. These Terms of Business supersede any Terms of Business or other notices that may have been previously issued by the Company. This is however without prejudice to any contract previously entered into by a client and the Company.

Receipt of these Terms of Business constitutes your acceptance of them. The Company's Terms of Business will be governed by the laws of Ireland which shall be deemed to be the proper law and govern all transactions and proceedings in or concerning the Terms of Business. Where there are material changes to these Terms of Business the Company will notify affected clients as soon as possible and the notice may take the form of an advertisement in one or more newspapers circulated nationally in Ireland. The information contained in these Terms of Business is correct as of 1 March 2018.

## Authorisation

The Company is a life assurance company authorised and regulated by the Central Bank of Ireland. The Company is subject to the Consumer Protection Code 2012, the Fitness and Probity Standards 2014 and the Minimum Competency Code 2017 which offer protection to consumers and these Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

## Regulated activities

The Company offers a range of life and pension contracts (also known as policies) including:

### [1] Protection

(i) life assurance, (ii) specified serious illness cover and (iii) income protection;

### [2] Pension

(i) group and individual contracts, (ii) PRSAs, (iii) annuities, (iv) ARFs and AMRFs;

### [3] Savings and Investments

(i) regular and single premium contracts.

Most pension, savings and investments contracts involve some form of risk. Unless specifically stated in the policy documentation, the value of a policy is not guaranteed and may fall as well as rise.

These contracts may be distributed through a range of intermediaries including tied agents and partners as well as independent advisors.

## Conflict of Interest

The Company's policy is to avoid any conflict of interest when providing services to a client. However, in the unlikely event that an unavoidable conflict of interest arises the Company will ensure the client is made aware of the conflict and is treated fairly.

## Disclosure

The Company's understanding of a client's requirements and any recommendations made is based on the factfind completed by the client prior to an application for a policy and signed by the client as a full disclosure of all relevant information. The Company requires a client to provide at all times documentation and information that is accurate complete truthful and not misleading and the Company will rely on such documentation or information without any obligation to verify or check such information in any way. The client's responsibilities to the Company are set out in the policy documents provided to the client. Failure to make accurate complete and honest disclosure by a client may result in the avoidance of a contract.

## Application process

Notwithstanding any general willingness to provide services the Company shall not be under any obligation to enter into any particular transaction or to accept and act in accordance with any instruction.

## Vulnerable clients

If a client's financial, health or any other personal circumstances makes a client vulnerable or in need of assistance the client should inform the agent or the Company who will offer reasonable assistance to the client in its dealings with the agent and the Company.

## Charges

Full details of current charges are set out in the policy documents provided by the Company. The Company's charges relate to the particular policy provided. The Company reserves the right to amend its charging structure for any policy from time to time.



### **Data protection**

The Company will gather and process your personal data in compliance with data protection laws including the Data Protection Acts 1988 and 2003 and the Company's Data Protection and Privacy Policy. The Company will ask you to sign a consent to use personal data to enable the Company provide you with services. The Company may at its absolute discretion record all or certain telephone conversations including those held between a client and the Company.

### **Amounts due**

The Company will, if necessary, exercise its legal rights to receive any payments due to it from clients. In the event of any default by a client, the Company will deal with the matter in accordance with the provisions of the relevant policy and general law. This includes but is not limited to treating a policy as void from inception or declining or partially declining a claim where a client fails to ensure that premiums due are received by the Company within the relevant time period or where a client has failed to provide true and complete answers to all questions asked or has failed to disclose a material fact. The Company may also exercise any rights of set-off it has by law for any amounts due to the Company.

### **Annual statements**

If a client holds a policy with the Company which acquires an encashment value, the Company will provide the client with a statement each year. The client may request the statement to be provided in writing if received in another form.

### **Information on contracts issued**

The client may at any time contact the Company for policy information. Where the Company pays remuneration to an intermediary on an ongoing basis in respect of a product or service, the client may at any time contact the intermediary for policy information.

### **Limitations on the liability of the Company**

The Company shall not be liable for the non-performance of any of the Company's obligations by reason of any cause beyond the Company's control, 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 the Company have any liability for consequential or special damage, whether arising from gross negligence, wilful default, fraud or otherwise.

### **Complaints procedure**

If a client has any complaint in relation to the services provided by the Company the nature of the complaint should be notified to the Company verbally or in writing. The complaint will be fully investigated and the Company will endeavour to resolve the complaint to the client's satisfaction. In the event that a client remains dissatisfied with the outcome of the complaint the client is entitled to refer the matter to:

**The Financial Services and Pensions Ombudsman,**  
Lincoln House,  
Lincoln Place,  
Dublin 2  
Tel. (01) 567 7000  
[www.fspo.ie](http://www.fspo.ie)

### **New Ireland Assurance Company plc.,**

11-12 Dawson Street, Dublin 2.

T: (01) 617 2000 F: (01) 617 2075.

E: [info@newireland.ie](mailto:info@newireland.ie) W: [www.newireland.ie](http://www.newireland.ie)