



Jade Insurance Management DAC – Terms of Business Agreement & Schedule of Administration Fees & Charges

EFFECTIVE FROM 13th of November 2024

By proceeding with your policy through Jade Insurance Management DAC you agree to the terms as per this Terms of Business document. Please ensure that you have BOTH READ AND UNDERSTOOD these terms and if you have any queries, please contact us. This Terms of Business document supersedes with immediate effect any others that we have previously issued to you. Your direction to bind cover and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of this Terms of Business Agreement. If any material changes are made to these terms we will notify you. Reference to “we”, “us”, “our” hereafter Jade Insurance Management DAC; reference to “Insurer” hereafter means any of the following: Insurance Company, Managed General Agent, Underwriting Agency, Insurer, Product Producer, Product Manufacturer, Lending Agency

Name & Contact Details:

Name: Mr. Jason Lawless (Director) & Mr. Stuart Reid (Director)
Company Name: Jade Insurance Management DAC
Registered Address: Maple House, South County Business Park. Leopardstown D18

Email: Jason@jadeinsurance.ie
Telephone: 012849246
Office Hours: Monday – Friday 09.00 – 17.00 (excl. Public Holidays)

REGULATED AND AUTHORISED STATUS

Jade Insurance Management DAC is regulated by the Central Bank of Ireland as an

- **Insurance Intermediary** - Insurance intermediary under the European Union (Insurance Distribution) Regulations 2018.
- **Investment Business Firm** - Investment Business Firm under Section 10 of the Investment Intermediaries Act, 1995 (as amended).
- **Investment Product Intermediary** - Financial Service Providers holding appointments from IIA product producers, including intermediaries that may issue appointments, appearing in the register maintained under Section 31 of the Investment Intermediaries Act 1995 (as amended)

Copies of our regulatory authorisations are available on request or can be viewed at www.centralbank.ie. The Central Bank of Ireland holds registers of regulated firms. Our Authorised Status number is C118172. You may contact the Central Bank of Ireland on 0818 681 681 or alternatively visit www.centralbank.ie

CODES OF CONDUCT

Our firm is subject to and complies with various codes of conduct including the Handbook of Prudential requirements for Investment Intermediaries 2014, Consumer Protection Code 2012, Minimum Competency Code 2017 and the Fitness and Probity Standards 2014 as laid down by the Central Bank of Ireland. These codes offer protection to Customers and can be found at www.centralbank.ie

SERVICES

The services and intermediation activities Jade Insurance Management DAC provide are advice and assistance in the arrangement and placing of General Insurance including but not limited to Car, Van, House, Travel, Business, Farm, Motor Trade, Fleet, Haulage, Liability and Financial Services (Life, Pensions, and Insurance Based Investment Products). **These products are offered on a limited analysis basis (meaning we provide services based on a limited number of contracts and product producers available to us in the market).** In addition we provide insurance related risk management advice, arrange insurance premium finance, assist with claims processing, negotiation and settlement and review your renewal including a requote on your policy to provide you with the best possible terms. On receipt of your instructions we will transmit orders on your behalf to one or more Insurers. A full list of Insurers we deal is available on request.



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Fair and Personal Analysis

We will offer advice on a fair and personal analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs. We provide some products on a limited analysis basis, which is travel insurance through Blue Insurance Ltd. In some cases we may be granted authority from an Insurer to conduct tasks on their behalf, for which we will be remunerated.

Where we place your business with an Insurer under this authority you will be notified in advance of the placement. Our firm does not have any “tied” relationships with any institution which would compromise our ability to offer you product advice and choice.

Sustainability Factors – Investments/Insurance Based Investment Products/Pension Advice In accordance with the Sustainable Finance Disclosure Regulation (‘SFDR’), when providing advice on insurance-based investment products/Investments, we do not assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation to the products proposed/advised on. This means that we do not assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

When providing advice on insurance-based investment products (‘IBIPs’) or Investment advice we do not consider the impacts of our advice that result in negative effects on sustainability factors (namely environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters) because currently there is limited relevant products on the market which meet these criteria. The area of sustainable investment is relatively new and as the issue progresses, we will review our position. The firm will review this approach on an annual basis. We will not assess the likely impacts of sustainability risks on the returns of the Investments/Pensions since we have not been able to identify any sustainability risks that are relevant.

Ongoing Suitability - Insurance Based Investment Products

Our firm’s services do not include ongoing suitability assessments. However, we will provide periodic assessments of the suitability of the insurance based investment products which we recommended to you.

Regular Reviews

It is in your best interests that you review, on a regular basis, the policies which we have arranged for you. As your circumstances change, your needs will change which may result in you having insufficient insurance cover and/or inappropriate investments. 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.

CUSTOMER RESPONSIBILITIES

The Consumer Insurance Contracts Act 2019 sets out clear provisions in relation to the responsibilities and rights of Consumers under a contract of insurance. Consumers include natural persons not acting in the course of business, unincorporated bodies (sole traders, partnerships, charities) and incorporated bodies with an annual turnover of €3 million or less in their previous financial year. Non-Consumers have no duties and rights under this Act, therefore sections below may or may not apply to you depending on which category you fall under.

Duty of Disclosure (applies to both Consumers & Non-Consumers)

You are under a duty to answer all questions, which are asked, in the statement of fact/proposal form, honestly and with reasonable care and attention. The questions contained therein are material in determining if Insurers can accept the risk, what terms are applied and what premium is charged. The statement of fact/proposal form is an important document as it forms the basis of the insurance contract between you and the Insurer. Where a statement of fact/proposal form/claim form is completed by you and/or is completed on



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your behalf, the accuracy of all answers, statements and information will be your sole responsibility. A copy of the completed proposal form/statement of fact/claim form will be provided to you.

Where you do not provide additional information after being requested to do so and continue to pay the premium it will be assumed that the information you previously provided remains unchanged. If you are in any doubt whether a fact is relevant to the question, please contact us.

If you do not answer questions honestly and with reasonable care and attention, Insurers may limit the claim amount payable, reject a claim or cancel the policy and you may encounter difficulty trying to purchase insurance elsewhere. Where applicable, you should also be aware that failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property. Any material change / alteration in risk that occurs after the arrangement of your policy must be disclosed to Insurers. 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 inception. It is essential that you should bring to our attention any material alteration in risk. You may lose all benefit and cover under the policy if, since the inception date or the last renewal date (whichever is the latest), there is a material change in your circumstances which alters the subject matter of this policy or the nature of the risk underwritten. Please tell us if anything changes during the period of insurance so we can ensure you are appropriately covered.

Additional Duty of Disclosure (ONLY applies to Non-Consumers)

Non-Consumers still have a duty of utmost good faith. Non-Consumers are under an additional duty of disclosure as you must fully disclose all other material facts and information. A material fact is any information which may alter the judgement of an Insurer and is likely to affect whether they agree to provide cover or how they assess the risks proposed for insurance. If you are unsure whether a fact or information is material or not please contact us and we will take the matter up with your Insurer.

Any failure to disclose material information to Insurers may invalidate your claim and render your policy void. As a result, you may encounter difficulty trying to purchase insurance elsewhere. You should also be aware that failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

Claims (applies to both Consumers & Non-Consumers)

You must notify us or the Insurer of the occurrence of an insured event and/or a claim within a reasonable time or otherwise in accordance with the terms of the contract of insurance.

You 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. If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The Insurer is under the same duty).

You may appoint a loss assessor to act in your interests as a claimant but any such appointment is solely at your own expense. The Insurer may appoint a loss adjuster to assist them in the processing of a claim. It is important to note that the loss adjuster acts in the interests of the Insurer. The Insurer may appoint its own builder or other expert to undertake restitution work on a property or motor vehicle.

An Insurer may refuse a claim made by you 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. An Insurer may also refuse to pay a claim and terminate the contract, if you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregard whether it is). Where an Insurer becomes aware that a Consumer has made a fraudulent claim, they must notify the Consumer advising that they are voiding the contract of insurance, and 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.



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Claim Settlement(only applies to Consumers)

If, in respect of the insurance contract the Insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement 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.

If you are in breach of your duties under the Consumer Insurance Contracts Act 2019, a court of competent jurisdiction can reduce the pay-out to you in proportion to the breach involved.

REMUNERATION AND FEES

Jade Insurance Management DAC is remunerated by a professional service fee for the initial work, activity and time spent in the seeking and arrangement of the best terms, advice, product and Insurer for your specific needs. A professional service fee is also charged for the activity involved in the renewal of the policy, any alterations that take place during and at termination of a policy. A scale of our Standard Professional Service Fees is available at www.jadeinsurance.ie and noted below

Type	Set Up/Renewal	Alteration/Duplicate Documentation
Personal Lines Policies	Up to max 50% of Insurer quoted terms (minimum €50)	Up to max 50% of insurer quoted terms (minimum €50)
Commercial Lines Policies	Up to a max of 50% of Insurer quoted terms (minimum €250)	Up to a max of 50% of Insurer quoted terms (minimum €250)
Financial Services	Directors & Senior Consultants €250 p/h Account Executives €150 p/h Support Staff €75p/h	Directors & Senior Consultants €250 p/h Account Executives €150 p/h Support Staff €75p/h

We reserve the right to amend these fees should the complexity of the product require a higher fee. We will confirm and agree this fee with you prior to any increased charge being applied. A fee of €25 may be charged for driving experience letters, and all duplicate documentation both for existing and past Clients. Please note an administration fee may apply to policies payable by direct debit and some Insurers may collect our professional service fee on our behalf for direct debit policies. We do not charge for payments made by credit/debit cards. Any bank fees charged on unpaid cheques together with currency transfer differences/shortfalls will be charged back to the Client and are payable in full together with any other outstanding balances. All fees and charges applied by Jade Insurance Management DAC will be declared on our renewal notices/invoices/credit notes and/or in other correspondence issued to Clients. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee. All such fees and charges are non-refundable. Any Third Party fees or charges that apply in connection with your policy will be included in the total amount charged and are non-refundable. Jade Insurance Management DAC will, if necessary, exercise its legal rights to receive any payment of fees due to it from Clients.

We may also earn our remuneration from Insurers on the basis of fee, commission 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 service to our Clients.

Where premium finance loans and/or some Insurer direct debits are arranged for a Client we may earn additional commission of up to 4% of the financed amount. Where an override commission is received, this will be disclosed to you in general terms. We have profitability arrangements with some Insurers that enable us to offer preferential rates for some classes of business. Some Insurers do not pay a commission.

A summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which have been agreed with Insurers is available on www.jadeinsurance.ie. We are committed



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to always ensuring that remuneration does not impair compliance with our duty to act in your best interests and to offer the most suitable product to meet your needs and requirements.

Clawback

If we receive commission from a product provider and off-set the commission against the fee which we would otherwise have charged you but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that is equal to 100% of the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

PREMIUM FINANCE

As part of our service, we like to offer Clients the option of spreading their insurance costs with a regulated firm(s) specialising in premium finance. To facilitate this, we may secure a finance pre- underwriting service for your insurance account which will provide you with an indication of the likelihood of a positive finance approval.

Please note that this, upon your application, will still be subject to normal underwriting and regulatory checks. The pre-underwriting service involves providing the finance provider, in a secure manner, details of your company name, CRO number, the likely insurance renewal costs and in the case of personal loans, your Personal Public Service Number (PPSN).

Details of commission payments we may receive from the finance provider are available at

www.jadeinsurance.ie.

As with all credit agreements, terms and conditions apply and we strongly advise that you read all documentation relating to a finance agreement before entering into same and that you adhere to the terms of the agreement. We accept no responsibility for any refusal by a premium finance provider to offer credit or for the consequences of defaults or delayed payments. Please be aware that your lender will be sharing your information with the Central Credit Register. This information may be used by other lenders when making decisions on your credit applications/agreements. Details on this can be viewed at

www.centralcreditregister.ie.

REFUNDS (Consumers Only)

Should you be entitled to a refund this will be issued to you within five business days in line with the Consumer Protection Code regulations. Refunds will be issued once the Insurer has confirmed same in writing to us. Our firm will obtain written agreement before deducting an administration fee or other charge from a refund due to a Consumer.

We offer a number of options to you regarding the processing of refunds:

- A reduction from another premium currently due.
- A donation of the refund to a registered charity.
- Refunds will be issued by cheque, card or bank transfer.
- Refunds by cheque are processed twice weekly, sent by post, once lodged they may take up to 8 working days to clear.
- Refunds by card are processed only if there was a card payment within the last six months. Card refunds can take 7-10 working days to be processed by our Merchant Services provider.

decisions on your credit applications/agreements. Details on this can be viewed at

www.centralcreditregister.ie.

CREDIT TERMS

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 operate a policy of strict Credit Control and premiums must be paid in full prior to or on the renewal/inception date of the insurance policy, unless otherwise agreed in writing.



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QUOTATIONS

All quotations provided will have a validity date stipulated on the written quotation. Quotations for insurance are indicative only. The final premium can only be confirmed upon receipt and acceptance by Insurers of statement of fact/proposal form and relevant documentation.

COVER INSTRUCTIONS

Cover instructions by phone, text, email or post in respect of new and/or existing policies cannot be deemed to be in force until such time as verbal or written confirmation has been issued by Jade Insurance Management DAC. We will deal with requests to increase or amend cover on the day your instructions are received or the next working day if this falls on a weekend, public holiday or outside an insurers working hours. Sometimes changes cannot be processed without additional information being required and we will make any additional requests for information promptly.

TRANSFERRED BUSINESS

If we take over the servicing of insurance policies originally arranged through another insurance broker or intermediary, or directly with an insurer, we do not accept any liability for any claim arising out of advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in the current insurance protection.

OPTIONAL ADDITIONAL INSURANCE PRODUCTS

At the inception of a new policy or on a subsequent renewal we may offer you various optional insurance products or services.

Any such optional covers or benefits will be clearly indicated to you and the cost will be shown separately on our documentation. If you wish to avail of these optional extra covers or benefits please inform us or remit the appropriate premium. You do not have to purchase the optional products in order to purchase the insurance product.

PAYMENT DEFAULT

Jade Insurance Management DAC. will exercise its legal rights to receive payments (fees and insurance premiums) 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.

Insurers may withdraw benefits or cover and reserve the right to instigate cancellation proceedings in the event of default on payments due. These conditions are clearly outlined in all policy documents and premium finance agreements, which you should read and take note of.

POLICY CANCELLATION

Cancellation by Jade Insurance Management DAC

Jade Insurance Management DAC reserves the right, notwithstanding delivery of policy document or receipt of same by you, to cancel the policy of insurance and obtain a cancellation premium rebate from the Insurer, apply same in the reduction of the amount due by you in the event of the following:

- Non-payment of a policy premium, in whole or in part, due at inception, renewal or following a mid-term alteration.
- Non-payment of professional service fee, in whole or in part, due at inception, renewal, for mid-term alteration.
- Default of payment(s) in respect of a Direct Debit arrangement.
- Default of payment(s) in respect of a Premium Finance agreement.
- Your bank returns a cheque due to insufficient funds or for any other reason.
- Non-receipt of required documentation.



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If you have a loan with a premium finance provider and if there is a cancellation premium rebate calculated by the Insurer, this will be offset against any outstanding loan balance and the remainder refunded to you provided that no incident giving rise to a claim has occurred in the current period of insurance. In the event of cancellation you will be entitled to a proportionate return of the premium for the un-expired period of insurance unless the policy is on a minimum and deposit basis, and if this is the case, no return will be allowed and this would be noted on your policy schedule. If you cancel during the first year (outside of the Cooling Off period) short term rates apply, please see policy terms and conditions.

In the case of cancellation of motor insurance you must return the Certificate of Insurance and Windscreen Insurance Disc to Jade Insurance Management DAC. The firm will exercise its legal rights to receive payments due to us from Clients for any outstanding monies owed following policy cancellation.

[Please note that the Set up/Renewal fee is non refundable \(as set out in our Professional Service Fees](#)

Cancellation by Insurers

Insurers reserve the right to cancel policies at any time, in accordance with the terms and conditions set out in your policy document, by giving appropriate notice to your last known address. Where the Insurer invokes the cancellation clause on the policy, Insurers must provide the Consumer with the reason for cancellation, repay to the Consumer the balance of the premium for the unexpired term of the contract and not impose any financial cost on the Consumer.

Cooling Off Period (applies to new policies & renewals)

For life insurance contracts taken out you may cancel the contract by giving notice in writing to us or the Insurer within 30 days after the date you were informed the contract is on cover. This right to cancel does not apply where the contract is for a duration of six months or less.

For general insurance contracts if we have not met face to face during the process you may cancel the contract by giving notice in writing to us or the Insurer within 14 days after the date you were informed the contract is on cover; if we have met face to face during the process, you may cancel the contract by giving notice in writing to us or the Insurer within 14 working days after the date you were informed the contract is on cover. This right to cancel does not apply where the duration of the contract is less than one month.

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.

Cancellation by You

You can cancel your policy in writing at any time, in accordance with the terms and conditions set out in your policy document and provided no incident has arisen that could give rise to a claim.

Cancellations must be given in writing to us or the Insurer. 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.

Should you cancel your policy outside the applicable cooling off period, short term rates or minimum and deposit premiums may apply. A notice of cancellation given in respect of a distance contract that relates to the issue of a motor vehicle insurance policy is not properly given unless the relevant Certificate of Insurance and Windscreen Insurance Disc have been surrendered to us or the Insurer.

MONEY LAUNDERING

Jade Insurance Management DAC. reserves the right to request additional information that may be required in order to comply with the Anti-Money Laundering requirements of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, as amended by the Criminal Justice Act 2013, the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Acts 2018 and 2021. Any suspicious transactions will be reported to the Gardaí and Revenue in line with regulatory rules.



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CONFLICTS OF INTEREST

It is the policy of our firm to avoid any conflict of interest when providing services to you. However, where an unavoidable conflict may arise we will advise you of this in writing before providing any service. If you have not been advised of any such conflict you may assume that none arises. We will avoid conflicts of interest relating to fees, commission, other rewards or remuneration linked to the achievement of targets that do not consider your best interests. 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 Insurers/Product Producers. Agreements to this effect are in place with the following: 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.

COMPLAINTS PROCEDURE

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. This firm has in place a written procedure for the handling of complaints, copy available upon request. This procedure ensures that all complaints are recorded and acknowledged within 5 business days.

All complaints are fully investigated and the complainant updated at intervals of not greater than 20 business days. We will attempt to investigate and resolve a complaint within 40 business days. On completion of our investigation, we will provide you with a written report of the outcome. All complaints should be directed in writing to The Complaints Officer, Jade Insurance Management DAC, Maple House, South County Business Park, Leopardstown, Dublin 18.

In the event that you remain dissatisfied with the handling of and/or response to a complaint you may refer the matter to the Financial Services and Pensions Ombudsman (FSPO) at <https://www.fspo.ie> or 01-5677000. A fully copy of our complaints procedure is available on request.

CONSUMER PROTECTION

Investor Compensation Scheme

We are members of the Investor Compensation Scheme established under Section 38 of the Investor Compensation Act 1998 and operated by the Investor Compensation Company Ltd. (ICCL).

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;

or

- Compensation of up to €20,000.
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For further information, contact the Investor Compensation Company Ltd. at

<https://www.investorcompensation.ie> or

01-2244955.



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

We are also a member of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). Subject to the rules of the scheme the liabilities of its member firms up to a maximum of €100,000 per Client (or €250,000 in the 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.

FINANCIAL INTEGRITY OF PRODUCT PRODUCERS

While this firm endeavours to recommend the most appropriate policy and Insurer for your insurance requirements, we do not and cannot guarantee the solvency or continuing solvency of any Insurer used and Clients should note that the financial position of an Insurer could change after policy cover has been arranged. We deny any liability in the event of the Insurer becoming insolvent.

DATA PROTECTION

Our firm complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018 and believes in respecting your privacy rights under these regulations. You have the right at any time to request a copy of any 'personal data' that we hold about you and to have any inaccuracies in that information corrected. Please contact us at dataprotection@jadeinsurance.ie if you have any concerns about your personal data. If you would like any further information regarding all your data protection rights please refer to the Data Protection Commission in Ireland at www.dataprotection.ie.

Security of Your Data

Jade Insurance Management DAC intent is to strictly protect the security of your personal information and carefully protect your data from loss, misuse, unauthorised access or disclosure, alteration or destruction. We have taken appropriate steps to safeguard and secure information we collect online, including the use of encryption when collecting or transferring sensitive data such as credit card information. However, you should always take into consideration that the internet is an open forum and that data may flow across networks with little or no security measures, and therefore such information may be accessed by people other than those you intended to access it.

Collecting and Processing Your Information

We collect your personal details for the purpose of arranging transactions on your behalf and in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and retain it only for as long as is necessary. **When you purchase a product from us, this creates a contract therefore we process all your information in a lawful and legitimate way as clearly described in our privacy statement which is available at www.jadeinsurance.ie.** If this medium is not suitable, we will ensure you can easily receive a hard copy.

Should you choose to select a third party to supply your information to us, in the interests of good business practice we will facilitate this on the understanding that you have given your consent to the third party to supply this information to us on your behalf. Sometimes we need your consent to use your personal information. We may need to collect sensitive personal information relating to you or anyone to be named on your policy or residing in your household to process your application. It is your responsibility to ensure that you have obtained the permission of that person to allow us to process their sensitive personal data as part of your application and to explain our privacy policy to them. We may share with third parties information we hold about you. Details on this are in our privacy statement at www.jadeinsurance.ie.



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Communication & Marketing

There may be requirements to contact you by email, post, phone, whatsapp or sms text for the purposes of discussing renewal terms of an existing policy with us or any other query directly relating to an existing policy with us. When you request a quote from us, you may receive a phone call whatsapp, or text message and/or email in relation to that quote. You have the choice to opt out of direct marketing by us and can withdraw your consent in relation to marketing communication at any time as clearly outlined hereunder. If you have not opted out of this service we will make you aware of new and/or existing products / services / special offers / competitions which may be of interest and/or of benefit to you, these will strictly be in the context of insurance and financial services. We may do this by phone, post, email, text or through other digital media. If we ever contact you to get your feedback on ways to improve our products and services, you also have the choice to opt out. If you wish to exercise this opt out option please write to our Compliance Officer, Jade Insurance Management DAC, Maple House, South County Business Park, Leopardstown, Dublin 18 or e-mail dataprotection@jadeinsurance.ie or follow any additional opt out guidelines outlined in our communications to you. If you have more than one email address, contact number or address, please make sure to notify us of all of these if you wish to opt out and keep us informed of any changes to your contact details.

CALL RECORDING AND CCTV

We may record all telephone calls, both inbound and outbound and follow up calls for regulatory, training, verification and quality assurance purposes. CCTV recording is also in place in our office for security, quality, training and verification purposes. All data captured by the CCTV is managed in accordance with the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

LIMITATION OF LIABILITY

It is an express term of all of our contracts that the maximum liability of Jade Insurance Management DAC to its customers or any third parties shall not exceed €5 million in respect of each and every claim.

PAYMENTS

It is an express term of this agreement that Jade Insurance Management DAC will under no circumstances accept credit card charge backs on payments received from customers.

GOVERNING LAW AND LANGUAGE

The laws of Ireland form the basis for establishing relations between you and Jade Insurance Management DAC. Any disputes in relation to these Terms of Business shall be subject to the exclusive jurisdiction of the Courts of Ireland. If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. All contracts, terms, conditions and communications relating to any policies or services you may enter with this firm will be in English. Please note that any business transacted from the 01/10/2024 will be deemed an acceptance of this Terms of Business unless altered in writing and consented to in this manner by both parties hereto.

UPDATES TO TERMS OF BUSINESS

We may amend, modify or update these Terms of Business from time to time without prior notice, and the amended version will be published on our website. You will be provided with an up to date copy on next placing a new policy, updating an existing policy or renewing your policy with us.

Jade Insurance Management DAC is regulated by the Central Bank of Ireland.