

Introduction

Who we are

At Kingfisher Motorsport Ireland Limited, we are a trusted provider of a wide range of insurance solutions. With years of experience and a commitment to excellence, we are dedicated to delivering tailored insurance coverage that protects your interests

References to “We” and “Us” means Kingfisher Motorsport Ireland Limited. References to “you” means the insured and/or their appointed agent.

You can reach us Monday-Friday between 9am – 5pm by phone at +353 (0) 2160 1023, via email at info@kingfishermotorsport.ie, or in person at our office located at The Bushels, Cornmarket, Wexford, Ireland. We are here to assist you with any questions, concerns, or insurance needs you may have.

Central Bank of Ireland (CBI) info

As an authorised and regulated insurance broker Kingfisher Motorsport Ireland Limited is authorised and regulated by the Central Bank of Ireland under reference number CBI00186255. Our regulatory status allows us to provide expert insurance brokering services, including advising on, arranging, and managing insurance policies on your behalf. Our operations are conducted in strict compliance with CBI regulations, ensuring your protection and peace of mind.

Kingfisher Motorsport Ireland Limited is subject to the following Codes of Conduct issued by the Central Bank of Ireland: the Consumer Protection Code 2012, the Minimum Competency Code 2017 and the Fitness and Probity Standards 2014. These Codes offer protection to consumers and can be found on www.centralbank.ie.

Accepting our Terms

By engaging our insurance brokering services, you acknowledge your understanding and acceptance of the terms and conditions outlined in this document.

- **Review of Agreement:** Please carefully review this agreement, as it governs our business relationship.
- **Questions or Clarifications:** Should you have any questions or require further clarification, do not hesitate to contact us.
- **Decision to Proceed:** Your decision to proceed with our services signifies your consent to be bound by these terms.

Our Service

We are committed to providing you with detailed insurance solutions and exceptional service. By engaging our services, you're trusting us with the responsibility of assisting you in securing the right insurance coverage.

What you can expect:

- **Transparency** is at the core of our service. We want you to fully understand the terms and conditions of your insurance coverage. If you have any questions or need clarification, our team is readily available to assist you.
- We act on your behalf in sourcing, placing, and administering your insurance. This includes assistance in the event of claims, ensuring a seamless experience throughout the policy period.

- In certain situations, we may act on behalf of the insurer under a delegated authority agreement. If applicable, we will notify you in writing, providing transparency about our role in the process.
- Your decision to engage with our services signifies your consent to the terms outlined in this agreement. We view this as the foundation for a professional and collaborative partnership aimed at meeting your insurance needs effectively.
- We handle the administrative aspects of sourcing and placing your insurance with the chosen insurer.

Conflict of Interest

By entering into this agreement, you acknowledge that Kingfisher Motorsport Ireland Limited is owned by NSM UK. As part of our services, we may place insurance through First Underwriting Limited who are with a Group company of NSM UK. While our ownership structure may involve business relationships, our commitment to transparency and client-centric practices remains of paramount importance.

Our priority is to secure insurance coverage that best meets your needs. In the event that a conflict of interest arises due to our connections, we will promptly inform you. We are dedicated to providing you with clear, fair, and unbiased advice throughout our business relationship.

A copy of our Conflicts of Interest Policy is available on request, outlining how we manage and mitigate any conflicts that may arise in the course of our services.

Your Responsibilities

You are responsible for ensuring the accuracy of any proposal forms or applications we complete on your behalf. It is also crucial to carefully review the confirmation of cover and policy documents provided by us, ensuring they accurately reflect your needs. If documents are supplied electronically, you have the option to request a paper copy. Please make sure you pay particular attention to policy conditions, claims conditions, and/or warranties, as not complying may impact your coverage. Any differences should be promptly communicated to us.

Additionally, you have a responsibility of confirming that all sums insured, and policy limits are sufficient. While we aim to assist in determining and maintaining accurate insured values and indemnity limits, we cannot assume responsibility for their precision.

Duty Of Disclosure / Fair Presentation

You are required to exercise reasonable care in providing complete and accurate answers to the insurer's inquiries, ensuring that any volunteered information is not misleading.

- **Consumers:** If you are a consumer insured (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you have a duty to disclose all material information relevant to the risk, ensuring accuracy and completeness. The duty of disclosure involves clear and straightforward communication. Failure to disclose may impact the policy's validity, affecting claim settlements or leading to voidance as permitted by the Consumer Insurance Contracts Act 2019.
- **Commercial:** If you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) you must present material information crucial to the insurance risk. Fair presentation involves providing comprehensive, accurate details. Non-disclosure may impact policy validity, leading to



adjustments in claim settlements or avoidance as permitted by the Consumer Insurance Contracts Act 2019.

This duty aligns with the Consumer Insurance Contracts Act 2019, promoting a fair and balanced approach in insurance contracts. Failure to fulfill this duty may grant your insurer the ability to impose altered terms, charge a higher premium, or, under certain circumstances, void your policy from the start, resulting in non-payment of any claims.

We distribute products in accordance with the manufacturer's product governance arrangements, ensuring products meet the needs of the identified target market

Complaints

If you have a complaint, please contact us at complaints@kingfisherinsurance.ie. We aim to acknowledge your complaint promptly and will thoroughly investigate the issues raised. If, after our internal complaints process, you remain unhappy with the resolution, you have the right to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO), an independent body that resolves disputes between consumers and financial firms. Their contact details can be found at www.fspo.ie.

Investor Compensation Company DAC (ICCL)

There is no statutory compensation scheme in Ireland specifically for general insurance intermediaries. In limited circumstances, clients may have recourse to the Investor Compensation Company DAC (ICCL)

Our Remuneration

Our remuneration structure is designed to ensure it does not conflict with our duty to act honestly, fairly, and in the best interests of our clients.

- **Commissions:** In most cases, we earn a commission from insurers for placing and administering your insurance policies. This commission is typically a percentage of the insurance premium and is paid by the insurer.
- **Fees:** Before proceeding with our services, we will clearly disclose any fees associated with the placement or administration of your insurance as seen below. You have the right to ask about our remuneration and any fees involved.
- **Fees:** In certain circumstances, we may apply a fee for specific services, and the details of any applicable fees will be clearly outlined in your policy documents. We are committed to transparency and will ensure that you are informed of any charges associated with our services
- **Finance:** We receive payment from the finance provider for introducing you, typically a percentage of the financed amount.
- **Supplier Fee:** When you purchase non-insurance products through us, we may earn a fee from the supplier, usually calculated as a percentage of the purchase price.

* Return premiums will usually arise if an insurance risk is reduced, or a policy is cancelled. In such circumstances we have to repay commission on the return premium to the insurer and this will reduce the final amount to you. In the event of policy cancellation, any return of premium due to you will be refunded after deducting commission and an applicable charge, the details of which will be communicated to you.



Please note that refunds are subject to processing times, which may vary. We are unable to release any funds to you or credit your account until the refund is received from your insurer. Additionally, refunds can only be issued in the name of the policyholder.

Payments of Premiums

You will provide settlement of all monies due in accordance with the payment date(s) specified in our invoice or other relevant payment documentation. In the event we have not received your payment before or on the payment date, insurers may cancel your policy. We are under no obligation to pay premium by the payment date to insurers on your behalf.

These premiums are held in an insurer monies account with an approved bank under a non-statutory trust account arrangement. We act as an agent of the insurer when collecting premiums from our clients. This means that when you pay your insurance premium to us, it is considered as having been paid to the insurer.

If any Premium is not paid and accepted by us on or before the date it is due, we can give written notice to you cancelling this insurance with effect from the seventh (7th) day after the notice has been served.

You can prevent cancellation from taking effect and continue the Policy if the late Premium or Premium instalment and any other remaining Premium instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

In the event of an overpayment on your account, such as a return premium being due, we will reach out to you using the contact information you have provided. If we are unable to reach you after two attempts, we will attempt a final time before we reserve the right to donate the overpaid amount to a charity of our choice. Please ensure that your contact information is up to date to avoid any issues with reclaiming overpaid funds.

Credit Searches

Credit checks may be conducted by insurers during the quotation stage and by finance providers when facilitating payments through direct debit. It's important to note that any such credit searches will be recorded on your credit report, regardless of whether you proceed to Finalise or renew a contract with these entities.

Market Security

We prioritise the financial security of our clients by consistently placing policies with sound and stable markets, highlighting our commitment to protecting their interests and ensuring long-term peace of mind.

Fraud

We are dedicated to preventing fraud across all aspects of our services. We have implemented rigorous measures to guard against fraudulent activities. Your cooperation in furnishing precise and comprehensive information is vital to upholding the integrity of your insurance policies. Our commitment to fraud prevention is designed to safeguard your interests and uphold the trust you have placed in our services.

Financial Crime

We are dedicated to preventing financial crime, including money laundering, fraud, and the financing of terrorism. To uphold the highest standards of compliance and security, we conduct sanctions checks as a part of our due diligence process. We may request additional information or documentation to ensure that our services remain free from any association with sanctioned individuals or entities. Your cooperation in this regard is vital to our collective efforts in maintaining a secure and lawful environment for our clients and our operations.

Use of Personal Data

We act as a data controller under the EU General Data Protection Regulation (GDPR) and the Irish Data Protection Act 2018. We are committed to handling your personal information lawfully, fairly and securely in connection with the insurance services we provide.

By engaging in our services, you acknowledge and consent to the processing of your personal data for purposes such as arranging and administering insurance policies, processing claims, risk management, regulatory compliance, and fraud prevention.

Further details on how we collect, use, store and share personal data are set out in our Privacy Policy, available at <https://miscommercial.ie/privacy-policy/>. You may also contact our Group Data Protection Officer at The Bushels, Cornmarket, Wexford, Ireland or by email at dataprotection@kingfisherinsurance.ie.

If you have concerns about how your data is handled, you have the right to lodge a complaint with the Data Protection Commission (DPC), Ireland's independent supervisory authority for data protection. For more information, visit www.dataprotection.ie.

If you are resident in another EEA Member State, you may also contact your local data protection authority. A full list is available at: https://www.edpb.europa.eu/edpb_en

Cancellation and Transfer of Policies

We will inform you about your right to cancel the policy and the procedures for exercising this right before finalising any insurance policy. Details about the cancellation process, notice periods, and potential premium implications will be available in your policy document. Cancellation of any cover must adhere to the conditions outlined in your policy document. In cases where the insurer declares the policy void or initiates cancellation, excluding any cooling-off period, we retain any fees and commission for the entire policy duration. In the event of policy cancellation due to non-payment, we reserve the right to recover any discounts granted during the policy term post-cancellation. If you choose to transfer your policy to another broker during its term, we maintain the right to retain and/or request any commission and fees applicable for the complete policy period.

Claims

We have no authority to handle claims on behalf of insurers. You are responsible for notifying claims or potential circumstances that may give rise to a claim. To ensure full protection under your policy you should familiarise yourself with coverage conditions or other procedures immediately relating to claims and the notification of those claims. Failure to adhere to the notification requirements particularly the timing of notification, as set out in the policy document, may entitle insurers to deny your claim. In presenting a claim it is your responsibility to disclose all facts, which are material to the claim.



Professional Indemnity Insurance

As part of our commitment to your protection, we maintain Professional Indemnity Insurance to cover potential direct losses arising in contract, in accordance with regulatory standards.

Third Party Rights

Unless otherwise agreed between us in writing no terms of this agreement is enforceable under the Contracts (Rights of Third parties) Act 1999.

Governing Law

This agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland, and the parties submit to the exclusive jurisdiction of the courts of Ireland.

Termination of the Agreement

This agreement may be terminated at any time by mutual consent or by the other party giving 14 days' notice in writing.