



# **Lockton Insurance Brokers (Ireland) Limited**

## **Business Principles – Life & Pensions / Employee Benefits**

### **Trustees, Corporate & Sponsoring Employers**

**Effective – 24<sup>th</sup> March 2026**

This document is in relation to the arrangement and administration of Life & Pensions and employee benefit services by Lockton Insurance Brokers (Ireland) Ltd (LIBI) only and should not be considered an addition to or in conflict with any other Business Principle issued by Lockton. Transactions involving any other division of Lockton will require a separate Business Principles document. We urge you to read this document carefully.

For the purpose of this section, the term Consumer is defined as follows:

- (a) a natural person,
- (b) a group of natural persons, including a partnership, club, charity, trust or other unincorporated body, or
- (c) an incorporated body, that is not –
  - (i) an incorporated body that had an annual turnover in excess of €5 million in the previous financial year, or
  - (ii) an incorporated body that is a member of a group of companies having a combined turnover greater than €5 million

#### **1. Authorisation**

LIBI, a Limited Liability Company, whose principal place of business is at 18 Lower Leeson Street, Dublin 2, D02 HE97, is an insurance intermediary registered in the Republic of Ireland.

We are authorised and regulated by the Central Bank of Ireland and are required to maintain systems and controls that ensure the fair treatment of consumers throughout the product lifecycle.

We have pass-porting rights to trade cross border throughout the EEA.

You may check our details with the Central Bank of Ireland at: <http://registers.centralbank.ie/>

We are subject to the provisions of the Central Bank of Ireland's Minimum Competency Code (MCC) and Consumer Protection Code (CPC) both of which set out the standards we must meet in our dealings with consumers. We are committed to ensuring fair outcomes, transparency, and responsible product distribution.

#### **2. Law, Jurisdiction and Language**

Lockton Insurance Brokers (Ireland) Limited undertakes its activities as an insurance intermediary in accordance with the laws of the Republic of Ireland. Any disputes will be governed by and construed

in accordance with the laws of the Republic of Ireland and the parties submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

If you do not wish our relationship to be governed in such a manner, please advise us in writing before we proceed to arrange your insurance.

All services are conducted through English and contractual terms and conditions are available in English.

### **3. Introduction & Our Services**

Our intention in issuing this document is to establish clearly and concisely with you the basis on and extent to which we will provide you with services in relation to each insurance policy which we arrange on your behalf, unless there is a more specific agreement between us. We also highlight certain important insurance practices and procedures that apply when arranging insurance or benefits for you and we also provide more general information on our services.

LIBI in its capacity as an Insurance Intermediary:

- is not a tied agent
- acts on behalf of our clients, not an Insurance company
- provides recommendations or advice on the basis of "fair analysis" of the market to ensure that we assess the market on the basis of an appropriate number of providers and product producers to ensure the most suitable and competitive provider and product is recommended to clients.

Where "fair analysis" is not carried out, the client will be informed prior to entering any contract. Some services provided by LIBI are considered unregulated and thus outside the scope of these terms of business. Please refer to your consultant for information on these services.

We would urge you to read this document carefully, and use the information to decide if our services are right for you, particularly the sections entitled:

***Our Services*** which sets out the basis upon which we will act as your agent in relation to each insurance placement which we arrange on your behalf;

***Remuneration and Other Income*** which sets out details of our earnings;

***Data Protection*** which sets out our obligations to each other in respect of data protection and the Processing of Personal Data in relation to our engagement and any services we provide to you.

**If we do not hear from you within 30 days of receiving these Business Principles or if we receive an instruction or confirmation of an order to arrange cover on your behalf, whether or not within the 30 day period, this will in any event be deemed acceptance by you of these Business Principles.**

#### ***Our Services***

We provide advice and arrange transactions on behalf of individual and corporate clients in relation to life/pensions/protection and employee benefits. Unless otherwise stated in your statement of suitability Lockton will engage with you for specified purpose(s). Upon completion of these agreed purpose(s) between the you and Lockton, no additional services will be given to you automatically. We may contact you about your policy where we believe it is important to do so. Should you wish to extend services, this can be done at your request.

Establishing your requirements and needs in good time before negotiations with the Insurer(s) commence, we wish to establish a proper understanding of your requirements. We will assist where necessary in the gathering and collation of relevant information and in its preparation for submission to the Insurer(s) as appropriate.

When providing advice, we assess your needs, objectives, and financial circumstances to ensure the product recommended aligns with your profile and the defined target market for that product.

We only recommend products where you fall within the identified target market and where the product is suitable based on the information you provide. We will inform you if we believe a product is not appropriate for your needs.

All information we provide will be clear, accurate, and not misleading. Key product information, including risks, costs, and limitations, will be provided in a timely manner to support informed decision-making.

In addition, we recognise that some consumers may be vulnerable due to personal, financial, or situational factors. Where vulnerability is identified, we will take reasonable steps to adapt our communication and support to ensure your needs are appropriately met.

### **Sustainability Factors – Investment/IBIPs/Pension Advice**

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, we do not currently assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation 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. The area of sustainable investment is relatively new and currently there are limited relevant products on the market which meet these criteria. We are committed to keeping this under review as the market evolves.

### ***Quoting And Placing***

We will seek from Insurer(s) on your behalf, competitive indications for life, pensions, protection and other employee benefits (as required) which are, in our opinion, suitable in terms of both price and meeting your demands and needs and we will advise you of the terms indicated by the Insurer(s) in such a manner as to enable you to make an informed decision on which product, if any, to purchase.

If we are unable to fulfil your instructions, we will bring this promptly to your attention.

### ***Documentation***

We will arrange for appropriate documentation to be forwarded to you, which will provide you with formal confirmation or evidence of the service/product/coverage and the amount of premiums payable in respect thereof. We advise you to check this documentation when you receive it.

Due to standard industry practice, policy documentation including member handbooks and membership certificates may be sent by the insurer direct to policy members, following confirmation of the arrangements, without first being referred to us. We cannot verify the accuracy and content of those documents and you should ensure those documents are checked by the policy members when first received.

### ***Taxes, Duties & Other Charges***

If a tax, duty or other charge is allowed to be deducted by you from the premium or is not paid by Insurer(s), it will become your responsibility to ensure that it is remitted to the appropriate authority.

### ***Insurers***

Our selection of Insurer(s) is generally based on our knowledge and experience of the relevant market sector, its products and the financial standing of the Insurer(s).

For insurers where we have an agency agreement, we use all reasonable endeavors to monitor them using publicly available information, to understand the financial standing of Insurer(s) and use only Insurer(s) who have a satisfactory financial status.

The financial standing or responsibility of any Insurer(s) can, of course, change after the insurance has inception. We accept no responsibility for the financial performance of any Insurer(s) and will not be responsible in any circumstances in the event that they are unable, for whatever reason, to meet their obligations to you. The final decision on the suitability of an Insurer will rest with you. If you have any concerns about the Insurer(s) we are using to provide cover, please contact us immediately.

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#### **4. Responding to Your Instructions**

For all clients, any advice or recommendations we give you will be confirmed in writing and as required by legislation. If you wish to instruct us to effect or administer contracts of insurance on your behalf we will require written confirmation. If an instruction is sent via email or post, it will not be presumed by you to be received or executed until acknowledgement of the instruction is received from your Lockton consultant or broker.

Lockton can only accept instruction from the policy owner or such authorised person that the policy owner has given authority to act on their behalf. It is your responsibility to ensure Lockton has the most up to date permissions on file.

#### **5. Duty of Disclosure**

##### **5A Duty of Disclosure for Consumers**

**This section 5A applies if the firm is a Consumer as defined at the beginning of this document.**

**You must be aware of the duty of disclosure in relation to your insurance and the severe consequences of a breach. Under the Consumer Contracts Act 2019, consumers no longer have a duty of disclosure. The effect of this is that from 1 September 2021 consumers are no longer obliged to disclose matters unless in response to specific questions from the insurers.**

As a Consumer, while you no longer have a duty of disclosure, you have a duty to take reasonable care (that is, the care a reasonable consumer would take) to answer all questions put to you honestly and in full. This applies both upon entering into a new insurance contract or on renewal or if the contract is being varied. This duty means that you must answer all questions completely and truthfully.

You have no obligation to provide any information that has not been requested of you in the form of a specific question. If the insurer is unsure of the information provided to them it is for them to ask further question to seek clarification.

If the insurer relies on your answers when accepting to insure your risk and/or setting the terms and the premium, and they obtain evidence to suggest you did not provide complete or truthful answers to the questions, the insurer may have remedies available in the event of a claim. The remedy available depends on whether any misrepresentation in the information provided was innocent, negligent, or fraudulent.

If the insurer obtains evidence that you misrepresented information when answering questions and that misrepresentation was innocent, the insurer will have to settle any claim made in full and cannot avoid the contract for misrepresentation. Should any misrepresentation be found to be negligent the insurer's remedy depends on what they would have done had they had the full information.

1. If the insurer would not have entered into the contract they may avoid the contract, refuse all claims but must return the premium paid.
2. If the insurer would have entered into the contract on different terms (other than the premium) the contract is treated as if those different terms applied.
3. If the insurer would have entered into the contract at a higher premium the insurer would be entitled to reduce the amount of any claim made in the proportion that the premium actually charged relates to the premium that would have been charged without the negligent misrepresentation (if the premium charged is 75% of that which should have been charged only 75% of ANY CLAIM WOULD BE PAID).

If there is no claim outstanding when the negligent misrepresentation is discovered the insurer may either advise that they will exercise all of the remedies above in the event of a claim or give reasonable notice of cancellation of the contract.

If the insurer can evidence that any misrepresentation was fraudulent or any conduct on your behalf involves fraud of any kind the insurer will be entitled to avoid the contract.

In addition, you should make us aware if you are trading in or with persons/entities in or connected to countries subject to comprehensive sanctions, namely **Afghanistan, Belarus, Cuba, Iran, Myanmar / Burma, North Korea, Russia, Sudan, Syria, Ukraine, Venezuela, Yemen.**

### **5B Duty of Disclosure for Non-Consumers**

**This section 5B applies if the firm is NOT a Consumer as defined at the beginning of this document.**

**You must be aware of the duty of disclosure in relation to your insurance and the severe consequences of a breach.**

The duty of disclosure under Irish law requires you to provide (Re)Insurer(s) with all material information relating to the insurance under consideration and all information you provide should be both complete and accurate. "Material" in this context refers to all information, which a prudent (Re)Insurer(s) (not necessarily the (Re)Insurer in question) would wish to take into account when considering whether or not to accept the insurance and, if so, upon what terms and at what price. Material information does not necessarily have to actually increase the risk of the insurance under consideration.

The duty of disclosure continues up until the insurance has been concluded and "resurrects" in the event of any amendment to the insurance during the policy period or any extension or renewal. It may also be that the terms of the policy include specific ongoing disclosure conditions or warranties which effectively extend the duty of disclosure post inception of the policy.

In completing a proposal or claim form or any other material document relating to an insurance policy and in providing information to or for (Re)Insurer(s), the accuracy and completeness of all answers, statements and/or information is your responsibility and it is of paramount importance that all relevant information is provided and that it is accurate.

In the event that there is a breach of the duty of disclosure, the (Re)Insurer has the right to avoid the insurance from its commencement. Under such circumstances, the (Re)Insurer would be entitled to seek recovery of any claims already paid by them under the insurance. Although at the same time the (Re)Insurer would generally be obliged to return paid premium (in the absence of dishonest conduct).

In addition, you should make us aware if you are trading in or with persons/entities in or connected to countries subject to comprehensive sanctions, namely **Afghanistan, Belarus, Cuba, Iran, Myanmar / Burma, North Korea, Russia, Sudan, Syria, Ukraine, Venezuela, Yemen.**

## **6. Right to cancel, Specific Contract & "Cooling Off"**

The contracts we recommend may allow the right to cancel during a period known as the "cooling off" period. Details will be included in the recommendation we make and also within the contract documentation. We will draw your attention to the relevant notice period allowed for each contracts or we will advise if no rights apply.

## **7. Risks**

There are inherent risks associated with any financial services provided and the specific risks associated with the product placed for you will be explained to you. Some general risks are noted below:

- The value of any investment/pension fund may fall as well as rise in line with Market fluctuations.
- Inflation may affect the real value of an investment or annuity over time.
- Quotations are provided in line with Regulatory requirements at the time of the quote and are subject to change in line with Regulatory updates.
- Quotations for annuities are provided on the basis of personal details and on the fund value disclosed by the applicant at the time of annuity quotation. Incorrect, inaccurate and/or alterations to the information may affect the value quoted.
- There are specific time periods during which quotations for various products are valid and these will be clearly outlined at the time of quotation. In order for a quotation to be maintained, all of the information, application forms and associated funds (where applicable) will need to be received by the Insurer in order to honour the quotation received. If these are received after the quotation guarantee period has lapsed, a revised quotation will be provided which may be lower or higher than the original quotation provided.
- Once terms for an annuity are in place, these cannot be amended outside of the cooling off period.

## **8. Remuneration And Other Earnings Life, Pension & Employee Benefits**

As your chosen insurance intermediary, we earn income in a number of ways. Typically we will receive remuneration either

- a) by way of a commission payment by the Insurers we use, out of the premium paid by you ;  
or
- b) by charging you a fee; or
- c) we may receive a commission and also agree to charge you a fee.

Whenever we charge a fee, that amount will be agreed with you in advance and will be disclosed to you separately to the insurance premium. Depending on the size and nature of the fee, we may also provide you with a separate fee agreement (and will always provide you with a separate fee agreement if the fee is in addition to earning a commission).

Instead of a fee, we can earn a commission payment from the insurance company with whom the insurance is placed. This percentage will have been contractually agreed between us and the insurance company. We earn different percentages for different classes of business and from different insurance companies.

Our remuneration structures are designed to avoid conflicts of interest and to ensure that they do not impair our duty to act in your best interests.

We reserve the right to negotiate with you appropriate additional fee charges to cover administration, documentation, visits or other costs.

You should be aware that we may on occasion advise you of the need to use other insurance brokers to assist us in arranging and placing your insurance. These insurance brokers may earn and retain commission in addition to the fee we have agreed with you. Should this involve use of other divisions or companies within Lockton, we will advise you if we earn additional commission to the agreed fee.

You are entitled at any time to request information regarding any income which we earn as a result of placing your insurance business.

More detail on our charges and commission is available at:

<https://global.lockton.com/eu/en/ireland-regulatory-notice>

## **8.a Remuneration And Other Earnings – Healthcare**

Our normal method of remuneration for Healthcare services is by fee or where necessary via a commission payment. In some cases, our remuneration may be a combination of both. These will be disclosed to you either before you accept any of our services or as part of the normal generic or specific disclosure requirements as set out by the Central Bank of Ireland. For corporate or company scheme reviews, an hourly rate of €150 applies but each enquiry is assessed on a case-by-case basis depending on the scheme size and requirements. In most cases, a fixed cost for the review is agreed up-front

Commission Arrangement - Healthcare - At present, we only hold one agency with Irish Life Health as neither VHI Healthcare nor Laya Healthcare operate a commission-based model. Where a client instructs us to place their Irish Life Health policy via this agency, we will receive a 6% commission which is calculated as follows (gross premium less health insurance levy \* 6%). This commission payment is not passed onto the customer by way of additional cost. As stated under 'Remuneration and Other Earnings - Healthcare' above, our standard approach is to charge a fee to all clients as outlined above. However, if a client wants us to deal with Irish Life Health only, or if following a fee-based review the client selects this insurer, they can engage us to set up any new policy for them via our agency. Where this applies and where a fee has already been charged, the commission received will be used to fund the cost of a full review prior to the next renewal at no cost to the client.

## **9. Confidentiality and Security of Information**

Any information that you provide to us will not be used or intentionally disclosed outside the Lockton Group by us except in the normal course of negotiating, maintaining or renewing the insurance, or for handling any claims, unless:

- (a) we have obtained the necessary consent from you;
- (b) we are required to disclose the information to comply with any legal obligation by a court of competent jurisdiction or governmental or regulatory body having the requisite authority over us; or
- (c) the information is already in the public domain or has been received by us from a third party not under any duty of confidentiality.

We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

In addition we have agreements with Insurer(s) that clearly include agreement to maintain confidentiality in the course of placement.

## **10. Maintenance Of Records**

During the period of our appointment, we will make, maintain and keep a record of all material particulars relating to our arrangement and/or administration of the insurance, including the notification, processing and resolution of any claims under the insurance for which we provide claims related services. Such records may be kept in paper based, electronic or any other medium we consider appropriate provided that they are either in a legible form or capable of being reproduced in a legible form.

Subject to any lien which we may be legally entitled to exercise, we will reproduce and forward to you (or to any party you request), copies of the documents and records to which you as our client are legally entitled, but we reserve the right to charge you for the reasonable costs of reproduction and forwarding and to retain copies for our internal requirements.

## **11. Conflicts Of Interests**

In performing our services, situations may arise where a conflict of interest arises. Examples of conflicts can include where we earn a fee from you for performing our services and also earn a commission from an insurer; or where one client we represent makes a claim against another client we represent. Should such a situation arise we will advise you so that you can make an informed decision about the conflict (and if applicable, the specific action we will take to manage that conflict). If you object to the particular conflict, then you will need to advise us. Your instruction or confirmation of an order to arrange the insurance on your behalf will be taken as your informed consent to proceed in the manner proposed. If we feel that it is not possible to manage the conflict fairly, we will withdraw from the arrangement and advise you accordingly.

We maintain a Conflicts of Interest Policy to identify and manage situations where our interests may conflict with yours. Any conflict that cannot be fully mitigated will be disclosed to you in a clear and timely manner.

## **12. Complaints**

We take complaints made against us very seriously and maintain a written procedure to ensure that complaints are dealt with promptly and fairly.

If you are dissatisfied with our service, you may make a complaint using the contact details provided below. We will acknowledge your complaint promptly and aim to resolve it within the timelines set out in the Consumer Protection Code.

If you wish to register a complaint, please notify your usual contact or the Head of Compliance, either in writing to our registered address or by telephone to 00353(1)8585200.

If we cannot resolve your complaint straight away, we will acknowledge its receipt promptly and arrange for a senior associate to investigate the matter and provide you with a response.

If your complaint is not resolved to your satisfaction or if you are unhappy with the way we handled it, you can refer the matter to the Financial Services & Pensions Ombudsman ('FSPO') in the Republic of

Ireland once at the time of complaint you are classified as a Consumer as defined by the Code and as outlined at the top of this document.

If you are eligible, the contact details for the FSPO are: The Financial Services & Pensions Ombudsman, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: +353 1 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie) website [www.fspo.ie](http://www.fspo.ie).

### **13. Limitation Of Liability And Force Majeure**

The following provisions of this section set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of all losses, claims or liabilities arising under or in connection with this agreement (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

- a) All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.
- b) Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
- c) Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory system.
- d) Subject to clauses a), b) and c) above, our total liability to you and any other parties that we agree a limit of liability with at your request (for example where we issue a bank letter) shall in aggregate be limited to €1 million; and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses, the cost of procuring replacement goods or service, or any indirect or consequential loss or damage. **This limit of liability applies to Non-Consumer firms under the definition outlined at the beginning of this document. It does not apply to Consumers as specified under the Consumer Protection Code.****

#### ***Force Majeure***

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from the events, circumstances or causes beyond its reasonable control, which shall be deemed to include, but not be limited to the following: act of God; civil commotion; failure of third party suppliers; sabotage; labour dispute and industrial action; epidemic or pandemic; delay of Insurer(s); explosion; or fire; and in such circumstances the time for performance shall be extended for a period equivalent to the period during which performance of the obligation has been delayed or failed to have performed, provided that if the period of delay or non-performance continues for 12 weeks, either party may terminate this Agreement by giving 14 days written notice to the other party.

### **14. Compensation Schemes**

LIBI is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998 (the "Act").

This legislation provided for the establishment of a compensation scheme and the payment, in specified circumstances, of compensation to certain types of clients (known as eligible investors) of authorised firms under the Act – in the event of the failure of an insurance intermediary. The Investor Compensation Company Limited was established under the Act to operate the compensation scheme in Ireland. Should the need arise we will confirm if you are eligible.

In the event of the failure of an insurer or another broker overseas we will provide details of any compensation schemes should this become necessary.

## **15. Money Laundering, Bribery And Sanctions**

We are obliged to take reasonable steps to safeguard our company and our clients against the risk of financial crime. To achieve this we may need to ask you to provide us with additional information to help establish proof of identity or legitimacy of any insurance transactions you ask us to undertake on your behalf. We are obliged to report to the relevant authorities any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report. We will not agree to make payments to unknown third parties where we have had no direct dealings or knowledge of an involvement on your account. You agree to not make or receive payments to or from any third parties in relation to the insurances we arrange (or induce others to make or receive payments) without our prior express agreement.

As an organisation we have in place anti-bribery and corruption policies and procedures in accordance with applicable laws regulations and best practice.

Insurance Transactions or payments may be prohibited or subject to prohibition or restrictions under International Trade Sanctions [ITS] covering (without limitation) trade in certain goods, territories or individuals. Where we discover or have reasonable belief that the arrangements we make or may put in place may be in breach of any form of ITS then we may immediately cease any part or all of that arrangement. This may result in us continuing to make arrangements on your behalf for some elements of your Insurance program and not others. We will make you aware if this applies.

## **16. Remedies on Default**

In the event of default you, LIBI may terminate the contract on 30 days notice in writing or such longer term as may be set out and agreed in any agreement in place with you from time to time.

On termination, we will complete all necessary work in relation to outstanding matters, unless otherwise agreed. Our normal basis of remuneration will apply in respect of any such work and any expenses necessarily incurred will be added to the fees due.

Insurance cover may be terminated, revoked or cancelled in the event of premiums not being paid in accordance with agreed timeframes or for a breach by you of certain conditions of your policy.

Product Providers may also withdraw benefits or cover on default of payments due under any product benefits. Details of any such provisions will be included in your product terms and conditions.

## **17. Terminating Our Appointment**

Either you or we may terminate our appointment to act as your agent in relation to the insurance by giving at least 30 days notice in writing.

Termination of our appointment does not affect the rights, obligations or liabilities of either you or us in relation to the insurance, which have accrued prior to the termination date, but following the termination we will owe you no further obligations to provide any services in relation to your insurance. Upon termination of appointment all relevant files and claims files for the run-off will be transferred to the new broker appointed by you according to your instructions. In the event you wish us to handle run-off claims your behalf and we agree to do so, we reserve the right to charge a reasonable fee for these services.

As our commission or fee for bringing about or arranging the insurance is fully earned when the insurance incepts, any unpaid commission or fee will become immediately due and payable to us upon termination of our appointment.

## **18. Mediation**

Any disputes or differences between us arising out of or in connection with this document or the services provided by us shall be referred to mediation in accordance with the mediation procedures of CEDR or other mediation service provider selected by mutual agreement ("Mediation Service Provider").

The mediator shall be selected by agreement between us in discussions with the Mediation Service Provider. Failing such agreement within 15 days of one party requesting the appointment of a mediator, a mediator shall be appointed by the Mediation Service Provider. Unless otherwise agreed, both parties shall equally share the costs associated or charged by the Mediator Service Provider.

## **19. Data Protection**

(a) For the purposes of this clause:

- (i) **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
- (ii) **Data Protection Laws** means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;
- (iii) **Personal Data** means any information relating to an identified or identifiable living individual;
- (iv) **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and **Process, Processes** and **Processed** shall be construed accordingly;
- (v) **Processor** means a person which Processes Personal Data on behalf of a Controller;
- (vi) **Relevant Individual** means any individual whose Personal Data is disclosed to us for Processing by us or on our behalf in connection with our engagement or any services we provide to you, including (by way of example) any individual who is an insured person, or a third party claimant, under or in respect of an insurance policy; and
- (vii) **Relevant Person** means you and any other person who collects Personal Data relating to a Relevant Individual.

(b) You and we acknowledge and agree that, in relation to our engagement and any services we provide to you:

- (i) we are a Controller in respect of the Personal Data we Process;
- (ii) you are a Controller in respect of the Personal Data you Process;
- (iii) we and you are not joint Controllers; and
- (iv) neither you nor we Process any Personal Data on behalf of the other as Processor.

(c) In respect of the Personal Data that you or we Process in relation to our engagement and any services we provide to you:

- (i) you and we shall comply at all times with our respective obligations under the Data Protection Laws; and
- (ii) you and we shall notify each other without undue delay after, and in any event within 24 hours of, becoming aware of any breach of security or other circumstance leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data.

(d) In relation to our engagement and any services we provide to you, you shall only provide to us the Personal Data requested by us from time to time and you shall ensure that no other Personal

Data is provided by you (or anyone else acting on your behalf) to us. Nothing in this clause shall affect your obligation to comply with any applicable duty of fair presentation of risk or duty of disclosure in relation to your insurance.

- (e) You shall ensure that the information notice set out in Appendix 1 of these Terms of Business, or any replacement information notice that we provide to you from time to time, is provided to each Relevant Individual. You shall ensure that the notice is provided to the Relevant Individual at the time when its Personal Data is first collected by the Relevant Person.
- (f) You shall ensure that such steps are taken to obtain the consent of each Relevant Individual to the Processing of its Personal Data in connection with our engagement and any services we provide as may be required from time to time by us.
- (g) You shall ensure that we are promptly notified of any contact a Relevant Person receives from a Relevant Individual regarding the Processing of its Personal Data in relation to our engagement or any services we provide to you. You shall ensure that each Relevant Person provides us with reasonable co-operation and assistance in relation to each such contact to enable us to respond to such contact fully and promptly and in accordance with any deadlines set by the Data Protection Laws to which we are subject.
- (h) In addition, you and we agree to work together to ensure that we are able to Process the Personal Data that we Process in relation to our engagement and any services we provide to you for the purposes contemplated by such engagement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws to which we are subject. This shall include you co-operating and assisting us with our dealings with regulatory authorities responsible for maintaining and enforcing the application of the Data Protection Laws to which we are subject.
- (i) You and we agree to enter into such other written agreements as may be required from time to time to enable you to comply with the Data Protection Laws to which you are subject and/or to enable us to comply with the Data Protection Laws to which we are subject.
- (j) This clause shall survive the termination or expiry of our engagement.

In addition, our DATA PRIVACY NOTICE can be accessed [HERE](#).

**Please contact us immediately if there is anything in these Terms of Business that you do not understand or with which you disagree, or if you have any questions, please contact your usual contact in the first instance who will be pleased to assist you.**