

**Irish Leisure Insurances Ltd trading as ProActive Solutions,
John Street Business Park, John Street, Ardee, Co. Louth. Tel : (041) 6858400
Email : Solutions@proactivesolutions.ie Web : www.proactivesolutions.ie
Company Registration Number : 438634**

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries we will be happy to clarify them. If any material changes are made to these terms we will notify you.

Authorisation with the Central Bank of Ireland

Irish Leisure Insurances Ltd. trading as ProActive Solutions is regulated by the Central Bank of Ireland as an Insurance Intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005; as a Multi-Agency Intermediary, authorised under the Investment Intermediaries Act, 1995. Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

ProActive Solutions is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website www.centralbank.ie

Our Services

ProActive Solutions is a member of Brokers Ireland. As a member of Brokers Ireland we must be in a position to place insurance with at least five non-life insurers and therefore can generally give consumers greater choice than agents and tied agents. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to general insurance products. A full list of insurers is available on request.

ProActive Solutions, as a Multi-Agency Intermediary, provides products on a limited analysis of the market basis. This means that we only supply products that are provided by insurance companies with whom we have a letter of appointment. Therefore, the products we provide are not based on an analysis of products available from other insurance companies in the market.

Conflicts of interest

ProActive Solutions wish to avoid conflicts of interest when providing services to you. However, where an unavoidable conflict of interest arises we will advise you of this in writing before providing you with any service.

Disclosure of Information

Any failure to disclose material information to ProActive Solutions, either when making the application or subsequently, may invalidate your claim and render your policy void.

Remuneration

ProActive Solutions are remunerated by commission received from the product producers for the work involved in placing an order and finalising the product with them on your behalf. The range of commission payable varies depending on the class of business being placed.

We reserve the right to charge fees for policy setup, policy adjustments and any administration tasks:

Class of Insurance	Initial Fee	Renewal Fee	Policy Alterations/ Cancellation Fee
Commercial	Up to Maximum of 25% of premium	Up to Maximum of 25% of premium	Up to Maximum of 25%
Personal	Up to Maximum of €60	Up to Maximum of €60	Up to Maximum of €20

A fee of €20.00 will be charged for the provision of duplicate documentation.

We reserve the right to amend these fees should the complexity of the product/service requires a higher fee or in the event that the product/service provided is not remunerated by a product producer in the usual way. In such circumstances we will confirm and agree the fee with you at the time of providing the service.

Where refunds may be due to customers we will deduct an administrative fee of €20 before issuing a refund. In some instances, to obtain best available rates, products may be purchased on your behalf through other insurance intermediaries. In this instance any fees or charges added to the total premium due to these insurance intermediaries will be detailed on your invoice.

Receipts

The firm will accept payments by credit/debit card and by cheque in respect of all classes of insurance in the circumstances permitted under section 25G of the 'Investment Intermediaries Act 1995'. A receipt will be issued for each payment received. This is required pursuant to section 30 of the 'Investment Intermediaries Act 1995'. Under Central Bank legislation strict rules apply in the payment of premium to Insurance companies. We will **not** be able to pay premiums to Insurers which have not been received from clients.

Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. In particular, without limitation of 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.

Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Cancellation

You, the customer, can cancel your insurance policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by ProActive Solutions may be charged & provided that no incident giving rise to a claim has occurred in the current period of insurance, you will be entitled to a proportionate return of your premium for the un-expired period of insurance unless the policy is on a minimum & deposit basis, and if it is the case, no return will be allowed on the policy & this will be noted on your policy schedule.

If you cancel during the first year (outside of the Cooling Off period) short term rates may apply, please see your policy terms and conditions.

In the case of cancellation of motor insurance you must return the Certificate of Insurance & Windscreen Disc to ProActive Solutions.

Insurance Companies normally reserve the right to cancel policies at any time by giving appropriate notice to your last known address. Please refer to your policy terms & conditions.

Complaints

We ask that you make any complaint against our firm, relating to services provided by us, in writing. We will acknowledge your complaint within 5 business days and we will fully investigate it. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services Ombudsman. A full copy of our complaints procedure is available on request.

Financial Services Ombudsman, 3rdFloor, Lincoln House, Lincoln Place, Dublin 2

LoCall: 1890 88 20 90, Phone: +353 1 6620899

Compensation Scheme

ProActive Solutions are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

Investor Compensation Scheme

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act.

The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme and our firm is a member of this scheme.

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. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the clients loss which is recognised for the purposes of the Investor Compensation Act, 1998 or compensation of up to €20,000.

For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.

ProActive Solutions Professional Indemnity

Terms of Business

ProActive Solutions meet the required Professional Indemnity Insurance limits as specified in the Insurance Mediation Regulations (IMR).

Governing Law & Language

The laws of Ireland form the basis for establishing relations between you and ProActive Solutions. All contracts, terms, conditions and communications relating to policies you may enter into with this firm will be in English.

Regular Reviews

It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. You must advise us of those changes and request a review of the relevant policy so that we can ensure that you are provided with up to date advice and products best suited to your needs. Failure to contact us in relation to changes may result in you having insufficient insurance cover.

Data Protection

ProActive Solutions complies with the requirements of the General Data Protection Regulation (EU) 2016/679 (“GDPR”). ProActive Solutions is committed to protecting and respecting your privacy. The data will be processed only in ways compatible with the purposes for which it was given. These are outlined in the Privacy Policy which is available for review online at www.proactivesolutions.ie. Our Privacy Policy details how we collect and use your personal data. It informs you about the types of data we hold on you; the purpose(s) it is used for and your rights in relation to how it is processed. By getting a quote and/or arranging a policy through ProActive Solutions you agree to the terms of the Privacy Policy. Please note, where you make a credit application or enter into a credit agreement for the provision of credit to you, we will require you to provide your personal public service number (PPSN) for the Central Credit Register in accordance with section 5(2) of the Credit Reporting Act 2013. You confirm that we are authorised to accept instructions on your policy/quotation from any person(s) whom ProActive Solutions may reasonably believe are acting on your behalf.

Written Communications

We may contact you by email or provide you with information by posting notices on our Website. You accept that communication with us may be mainly electronic. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Money Laundering

ProActive Solutions reserves the right to request any facts about you which it reasonably believes it needs to know in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended).

Terms of Business valid from: May 25th, 2018 until further notice.

PLEASE NOT THAT YOU MAY TAKE A COPY OF THESE TERMS OF BUSINESS, PLEASE RETURN THE SIGNED COPY. FAILURE TO RETURN THIS DOCUMENT MAY MEAN THAT ISSUE OF COVER DOCUMENTS WILL BE DELAYED. BY CHOOSING TO PURCHASE PRODUCTS FROM PROACTIVE SOLUTIONS YOU ARE AGREEING TO OUR TERMS OF BUSINESS.

Terms of Business: I acknowledge and confirm that I have been provided with a copy of the Terms of Business of ProActive Solutions and that I have read through, understand and agree to these terms. I also consent to the deduction of an administration fee from a rebate which may be due to me following an alteration to an insurance policy.

Client

Signed: _____ **Date:** _____

Name: _____

(Block Capitals)

Tel: _____