TERMS OF BUSINESS – Retail client Effective from date of advice

CSP EU (2020)

A trading name of White Horse Administration Services Limited

White Horse Administration Services Limited trading as CSP EU is a subsidiary of White Horse Insurance Ireland dac and part of CSPIM Limited. Registered Address First floor, Rineanna House, Free Zone West, Shannon, County Clare, Ireland. Registered in Ireland No 467652. White Horse Administration Services Limited is regulated by the Central Bank of Ireland

PLEASE READ THIS DOCUMENT CAREFULLY. The Terms of Business sets out the general terms on which White Horse Administration Services Limited will provide insurance services to you. Please contact us immediately if there is anything in these Terms of Business which you do not understand, we will be happy to clarify them. If any material changes are made to these terms we will notify you.

1. Authorisation

White Horse Administration Services Limited is regulated by the Central Bank of Ireland as an insurance and reinsurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018. Our Central Bank of Ireland reference number is C58121. The Central Bank of Ireland holds registers of regulated firms. These details can be checked on the Central Bank of Ireland's register by visiting the website, http://registers.centralbank.ie

2. Codes of Conduct

White Horse Administration Services Limited is subject to a number of the Central Bank of Ireland's codes of conduct; including 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 of Ireland's website, www.centralbank.ie

3. Our Services

White Horse Administration Services Limited arranges general insurance and reinsurance products. White Horse Administration Services Limited is an insurance intermediary and provides products on a limited analysis of the market basis. This means that we only arrange products by product providers from which we hold an appointment in writing. We provide advice on the following product providers:

- White Horse Insurance Ireland dac
- Lloyds of London via LBS

White Horse Administration Services Limited is a Lloyd's insurance broker.

Law of Agency

In our business relationship, we act as your agent. We are subject to the law of the agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties to other parties, such as insurers. We will inform you when these circumstances occur so you will be aware of any possible conflict of interest.

4. Our Remuneration

Our remuneration may be as a fee, or as commission or brokerage, which is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed. Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us. Where we receive recurring commission, this forms part of the remuneration for initial service provided.

In addition to the Clients fees and/or brokerage payments, we may receive remuneration by way of administration fees or commissions, which is dependent on the profitability of the account, or a volume overrider which is based on the amount of premium paid to insurers over a period. At your request, we shall disclose our commission including an estimate of contingent commission we may receive in respect of your business, to you. We may also act as reinsurance brokers to underwriters with whom we have placed insurance and reinsurance and receive commission for this service.

6. Premium Default

Your premium must be paid at the time of purchase of your policy, renewal or following an alteration. Failure to pay your premium can result in the automatic termination of your insurance contract. We would refer you to policy documents or product terms for the details of such provisions.

7. Cancellation Clause

Your insurance contract may include a cancellation clause. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by insurers giving notice of the cancellation. In the event of cancellation of the insurance contract, insurers may or may not return a pro rata premium. Please refer to your policy document for details.

Once our remuneration has been earned, in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

8. Cancellation of This Agreement

Our business agreement may be terminated by one of us giving 60 days' notice in writing to the other. In the event that our services are terminated by you, we will be entitled to receive any fees or brokerage payable in relation to the policy lapsed by us.

The insurance policies you have will contain specific provisions for cancellation and cooling off periods which will apply.

9. Disclosure of Information

Any failure to disclose material information may invalidate your claim and render your policy void.

10. Conflict of Interest

It is the policy of White Horse Administration Services Limited to avoid any conflict of interest when providing business services to clients. However, where an unavoidable conflict may arise, we will advise you of this in writing before providing any business service. If you have not been advised of any such conflict you may assume that none arises.

In some cases, we may be a party to a profit-share arrangement with product producers where we have Agreements to this effect in place. Any business arranged with these product producers on your behalf is placed with them where at the time of placement they are the most suitable to meet your requirements taking all relevant information, demands and needs into account. This payment is only payable retrospectively by the product producer, after the close of the business year (taken into account the value of claims after the period of insurance), in the event that the underwriting performance is better than agreed.

11. Data Protection

We are committed to protecting our customers' privacy and ensuring that any personal information provided to us, is collected and used in full compliance with the General Data Protection Regulation (GDPR) and the Irish Data Protection Act 2018.

This notice applies to anyone whose personal information may be processed for the provision of insurance and related services. Personal information may be used by us for the purposes of administering your policy; including decision making on provision of insurance cover, processing. We may also use your personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information you have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third-party service providers used by us in fulfilling your insurance contract.

We may send your personal information in confidence to other companies who provide services to us for processing and storage. This may mean sending information to countries outside of the European Union or European Economic Area that may not have the same levels of privacy legislation as in the European Union or European Economic Area. When we do this, we will ensure that we transfer the data securely and according to regulatory requirements.

You have various rights in relation to personal information that is held by us, including the right to request access to your personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how we use your information and what rights you have in relation to your personal information; however, you can obtain more information about how we use your data by reviewing our full privacy policy. Our privacy policy is available to read by emailing a request to us at referrals@white-horse.ie or by writing to the Data Protection Officer, White Horse Administration Service Limited, First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, V14 CA36, Republic of Ireland. Your data will be treated in accordance with our privacy policy.

12. Complaints

We take all complaints seriously. We will do our best to deal with your complaint as effectively and quickly as possible. If you have a complaint in relation to the service we have provided, please contact:

White Horse Administration Services Limited, First floor, Rineanna House, Free Zone West, Shannon, County Clare, Ireland.

Telephone: +353 (0)61 544421 Email: complaints@white-horse.ie

If your complaint is not resolved to your satisfaction, please contact:

Financial Services and Pensions Ombudsman Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Tel: (01) 567 7000 Email: <u>info@fspo.ie</u> Website: www.fspo.ie

If your insurance is underwritten at Lloyd's and you are not satisfied with the outcome and wish to take the matter further, you can do so at any time by referring the matter to:

Policyholder & Market Assistance Lloyd's Market Services One Lime Street London, EC3M 7HA

Tel: +44 (0)20 7327 5693 e-mail: complaints@Lloyds.com

13. Compensation Scheme

White Horse Administration Services Limited is a member of the Investor Compensation Scheme set up under the Investor Compensation Act 1998. This compensation scheme provides compensation in certain circumstances to clients as detailed in the Act. A right to compensation will arise only:

- Where client money or investments instruments held by this firm on your behalf cannot be returned whether for the time being or the foreseeable future; and
- If the client is an 'eligible' investor as defined in the Act; and
- To the extent that the client's loss is recognised for the purposes of the Act.

In the event that a right to compensation is established, the amount payable is the lesser of:

- 90% of: your loss which is recognised as being eligible for compensation, or
- Compensation up to a maximum of €20,000.

14. Law And Jurisdiction

These terms of business shall be governed by and construed in accordance with Irish law. The Irish Courts will have jurisdiction in relation to any legal action or proceedings arising out of or in connection with these terms of business.

Physical Signed

on behalf of White Horse Administration Services Limited trading as CSP EU (2020)