# Terms of business



Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. We combine the precision of craftsmanship with decades of experience to conceive, craft and deliver the very best insurance coverage and service to individuals and families, and businesses of all sizes.

Chubb's operations in Europe form part of Chubb European Group SE (CEG), headquartered in Paris, with operations in 19 countries across the region.

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules. Registered in Ireland No. 904967 at 5 George's Dock, Dublin 1. Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.

We provide non-life insurance products and services and are members of Insurance Ireland.

CEG is subject to a number of requirements set out in the Central Bank of Ireland's Consumer Protection Code 2012 and Minimum Competency Code 2017. A copy of these codes is available on their website www.centralbank.ie

## **Demands and Needs**

CEG underwrite policies and provides cover based on the customer's history and the information provided by the customer. We have identified your insurance demands and needs based on the questions we asked and the answers you gave relating to the specific insurance product and cover options selected.

CEG have not provided you with a personal recommendation. It is your responsibility to make sure that the policy is right for you.

You are responsible for answering honestly and with reasonable care all questions posed by CEG. Failure to do so may (i) affect the policy terms and/or claims under the policy; and/or (ii) entitle CEG to terminate the policy or treat the policy as if it never existed.

# **Default Policy**

CEG provides cover to its customers on the strict understanding that all premiums due are paid in full and in advance unless otherwise stated.

It is important to understand that if you fail to make any payments within the required or agreed time CEG may be entitled to cancel cover, refuse to deal with any claims, restrict the cover offered, and/or require you to repay any arrears due or the balance of any monies yet to be paid.

#### **Remuneration Arrangements**

Chubb remunerate their appointed intermediaries by commission payments (details available upon request) for the work involved in placing an order and finalising the insurance policy on behalf of customers. Chubb may also pay intermediaries on the basis of profit share and other administrative or consultancy fees for providing services which seek to improve, facilitate and enhance the product or service provided to the customers.

## **Complaints Procedure**

CEG is dedicated to providing a high quality service and wants to maintain this at all times. If you are not satisfied with our service, please contact us quoting your policy details so we can deal with your complaint as soon as possible. We have in place a written procedure for the effective consideration and handling of complaints. This procedure ensures that complaints will be recorded and acknowledged in writing within 5 business days of receipt.

All complaints will be fully investigated and the outcome of that investigation will be communicated to the complainant within 40 business days. CEG will provide you with a regular written update on the progress of our investigation at intervals of no greater than 20 business days. Should our investigation require longer than 40 business days to complete, we will write to you to explain why we have not finalised our investigation and indicate an anticipated timeframe. In the event that a customer remains unhappy having received our final response letter, the matter may be referred to the Financial Services and Pensions Ombudsman or Insurance Ireland. Making a referral to either of these organisations will not affect your right to take legal action at a later stage.

# Financial Services and Pensions Ombudsman

3rd Floor Lincoln House Lincoln Place Dublin 2 DO2 VH29 T (01) 567 7000

E info@fspo.ie

W www.fspo.ie

#### **Insurance Ireland**

5 Harbourmaster Place IFSC Dublin 1

T 01 676 1914

F 01 676 1943

E feedback@insuranceireland.eu

W www.insuranceireland.eu

# **Governing Law**

The laws of Ireland will apply to your policy and the Irish Courts will have jurisdiction to hear any dispute regarding your policy unless otherwise stated on your policy terms and conditions.

#### **Conflicts of Interest**

It is our policy to avoid any conflict of interest when providing business services to our customers. However, if an unavoidable conflict arises we will advise you of this in writing before providing any business service.

# **Cooling Off Period**

CEG retail insurance policies provide a 14 day cooling off period within which you are entitled to a refund for the period of cover that has not been used. No refund will be issued if a claim or adjustment has been made, if a claim is intended to be made or if an incident has occurred which is likely to give rise to a claim. To withdraw from a policy within the cooling off period you need to send us a request in writing and you must return your policy paperwork.

### **Personal Data**

We use personal information which you supply to us or, where applicable, to your insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age,

health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: <a href="https://www2.chubb.com/ie-en/footer/privacy-policy.aspx">https://www2.chubb.com/ie-en/footer/privacy-policy.aspx</a>. You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at mailto:dataprotectionoffice.europe@chubb.com

This document is effective from January 2019.

# **Contact Details**

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Office hours: Monday to Friday, 9am to 5pm

Chubb. Insured.<sup>™</sup>