

## **Terms of Business including Remuneration details and Schedule of Fees and Charges**

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These Terms of Business including Remuneration details and Schedule of Fees & Charges set out the basis upon which Dickson & Wilson Insurance Brokers Limited will provide Insurance services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both our firm and you in relation to such services. This is an important document – please read carefully and if you have any questions please contact us. If there are any material changes to the information in this document, you will be issued with a revised copy as soon as possible.

### **Contact Details:**

Dickson & Wilson Insurance Limited  
1A The Yeates Centre  
Dunboyne  
Co Meath

### **Authorised Status**

Dickson & Wilson Insurance Brokers Ltd trading as Dickson & Wilson Insurance Brokers (C150757) is regulated by the Central Bank of Ireland as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. Copies of our statements of Authorised Status from the Central Bank of Ireland are available on request. Alternatively, the Central Bank of Ireland holds registers of regulated firms, which can be viewed on their website [www.centralbank.ie](http://www.centralbank.ie).

### **Statutory Codes**

Dickson & Wilson Insurance Brokers Limited is subject to and complies with the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank of Ireland website [www.centralbank.ie](http://www.centralbank.ie)

### **Our Services**

#### **General Insurance Services**

We give comprehensive advice for all classes of Non-Life Insurance including (but not limited to) Personal Lines Insurance such as Household and Private Motor, Commercial Motor, Liability and Property Insurance. We have agencies with a broad range of Insurers and Product Producers and can transact business with them. A list of our agencies is shown overleaf.

The scope of our research extends beyond the appointments held, however, our product specific advice will be limited to the Insurers and Product Producers with whom we hold a written letter of appointment.

We do not have any 'tied' relationships with any institution that would compromise our ability to offer you impartial advice and choice. We do not guarantee nor make representations in regard to, and expressly disclaim responsibility for the financial security of the Insurance Companies and Product Producers with which we place business.

## Remuneration details and Schedule of Fees & Charges

Dickson & Wilson Insurance Brokers Ltd is remunerated by commission and / or by fees for arranging (&/or the provision of advice) on General Insurance Products. Our commissions range from 0% to 25% of the premium, (all premiums include Government Insurance Levy) depending on the Insurer and/or Product Producer and the insurance class of business. There is a charge of €25 made for all duplicate documentation.

### Scale of Remuneration:

- a) For Business, Household, Motor, Travel and Personal Accident Policies a charge of a maximum 45%, a minimum charge of €40, applies to the premium. Fees, where charged will be clearly shown.
- b) Where Dickson & Wilson Insurance Brokers Ltd provides consultancy services, contract analysis, surveys and claims handling fees may be charged. These will be based on the complexity of covers sought, time taken to produce the advice and value of the product and urgency. Advice without placement of a contract is chargeable on a time disbursement basis.

Professional Advisor	Professional Fee (Hourly Rate Ex VAT)
Directors	€300.00
Accounts Executive/Support Staff	€150.00

- c) Where the company arranges Premium Credit Facilities for you, we may receive payment in respect of this service up to 3% of the amount borrowed
- d) We reserve the right to charge a fee for claims handling but any such fee will be notified to you in advance.
- e) In addition, we may earn a non-monetary benefit, which we will only accept if it enhances the quality of our service to you our client. For example: attendance at a product seminar or assistance with branding, IT support etc.

A summary of all remuneration arrangements from each Insurer and Product Producer is available in on our website [www.dicksonwilson-insurance.ie](http://www.dicksonwilson-insurance.ie)

### Receipts

Our firm will issue a receipt for each payment received under the Insurance Distribution Regulations 2018.

### Conflicts of interest

It is the policy of our firm to avoid conflicts of interest in 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: Duty of Disclosure

The **Consumer Insurance Contracts Act 2019** (CICA) has changed the pre-contractual and renewal duties of the Consumer and Insurer.

**Prior to 1 September 2021** at the pre-contractual and renewal stage of a contract of insurance, the principle of utmost good faith (uberrima fides) and the duty of disclosure rested with the consumer, including a duty on the consumer to volunteer information, that could be material to the underwriting of the risk.

**Post 1 September 2021** the pre-contractual and renewal duty of disclosure of a consumer is confined to providing responses to questions asked by the insurer. The consumer is not under any duty to volunteer any information over and above that required by such questions. Where the insurer requests the consumer at the pre-contractual and renewal stage to provide information to the insurer, the insurer will be under a duty to ask specific questions, on paper or on another durable medium, and will not use general questions.

As a consumer you have a duty to respond to the insurer questions honestly and with reasonable care. As your Broker we can support you in your understanding of the questions asked by the insurer. However, responsibility for providing honest answers to the questions asked rests with you directly.

**Non-Consumers are not within the scope of the CICA.**

#### **Default on payments by clients**

Our firm will exercise its legal rights to receive payments due to it from clients for services provided. Insurers/Product Producers may withdraw benefits or cover in the event of default on payments due under policies of insurance 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 policy at any time by giving notice in writing subject to the terms and conditions of the applicable policy.

#### **Claims**

It is essential that claims, or circumstances which could give rise to a claim, be notified immediately. Such notification should include all material facts concerning the claim. The policy wordings will describe in detail the procedures and conditions attaching to making a claim.

Where agreed we will provide a claims handling service for as long as you remain a customer of The Company and we will:

- If you require us to do so, give you guidance in pursuing a claim under the policy.
- Handle claims fairly and promptly and keep you informed of their progress.
- Inform you in writing if we are unable to deal with any part of the claim.
- Claims settlement will be dependent upon collection from Insurers/Product Producers. Part payments may be made during the collection process and we cannot be responsible for the wrongful non-payment or delay in payment of any claim by Insurers/Product Producers. We reserve the right to charge a fee for claims handling but any such fee will be notified to you in advance.

#### **Complaints**

We ask that you make any complaint against our firm, relating to services provided by us, preferably in writing however, verbal complaints are accepted. We have a written complaints procedure for the effective handling of all complaints. A formal complaints procedure commences 5 working days from receipt of your complaint. A written update will be issued to you every 20 days by a nominated individual within our firm. A comprehensive response to your complaint will be issued within 8 weeks of receipt of your initial complaint. You are entitled to refer the matter to the Office of the Financial Services & Pensions Ombudsman (01-5677000 or [info@fspo.ie](mailto:info@fspo.ie)). A full copy of our complaints procedure is available on request.

### **Investor Compensation Scheme**

We are members of the Investor Compensation Scheme established under section 30 of the Investor Compensation Act 1998. The Act provides that compensation shall be paid to eligible investors (as defined in the Act) to the extent of 90% of an investor's net loss or €20,000, whichever is the lesser, and is recognised as being eligible for compensation. Further details are available on request.

### **Brokers Ireland Compensation Scheme**

We are a member of Brokers Ireland and of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

### **Governing Law and Language**

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

### **Confirmation of Cover**

All covers will be arranged on the Product Producers policy terms, which will be forwarded to you. You agree to review all information upon receipt and advise us immediately if the details of cover or the participating Product Producers do not meet with your approval or do not reflect the instructions previously given to us and particularly if any required cover is excluded.

### **Data Protection**

Dickson & Wilson Insurance Brokers Limited complies with the requirements of the General Data Protection Regulation 2018 (GDPR) and the Irish Data Protection Act 2018.

We collect your personal details in order to provide the highest standard of service to you and are committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client. The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our **Data Privacy Notice**, this will be given to all our clients at the time of data collection. Please contact us at [shane.wilson@dicksonwilson-insurance.ie](mailto:shane.wilson@dicksonwilson-insurance.ie) if you have any concerns about your personal data.

### **Direct Marketing**

We would like to keep you informed of various products provided by us, which we think may be of interest to you. If you do wish to receive such marketing information, you can **Opt In** in the client declaration below.

### **Client Acknowledgement**

#### ***Terms of Business including Remuneration details and Schedule of Fees & Charges***

I acknowledge that I have been provided with a copy of the Terms of Business including Remuneration details and Schedule of Fees & Charges of Dickson & Wilson Insurance Brokers Limited (Version March 2021) and confirm that I have read and understand them.

**Direct Marketing**

I confirm having read the paragraphs in relation to Data Protection and Direct Marketing in the Terms of Business including Remuneration details and Schedule of Fees & Charges and above, and consent to Dickson & Wilson Insurance Brokers Limited contact with me in relation to the range of services provided by Dickson & Wilson Insurance Brokers Limited by way of any or all of the below (please indicate accordingly):

Letter  Phone  Email  SMS text  Newsletter

Signed:

Date:

Signed:

Date:

**These Terms of Business including Remuneration Details and Schedule of Fees & Charges are valid from March 2021 until further notice.**

**List of Agency Appointments held by Dickson & Wilson Insurance Brokers Ltd with Insurers and Product Producers**

1) Arachas Corporate Brokers	21) Robertson Low Insurance
2) Allianz Ireland	22) RSA Insurance Ireland Group
3) Aviva Insurance Ireland DAC	23) Securus Insurance Ltd
4) Aiken & Company	24) Sertus Underwriting Limited
5) ARB Underwriting	25) Surety Bonds
5) AON	26) Stephenson's Risk Management
6) AXA Insurance	27) Travelers Insurance DAC
7) AIG Europe SA	28) The Underwriting Exchange
8) Benchmark Underwriting	29) Isure Underwriting Ltd
9) Thomond Underwriting	30) Wrightway Underwriting Ltd
10) Cover Centre/Capital IM	31) Worldwide Insurance/Broker Options
11) Dolmen Insurance Brokers	32) DAS
12) Alder Insurance	33) Tysers Ireland
14) OBF Insurance Group	34) Crispin Speers & Partners
15) RKH Specialty	35) Norman Thompson Insurance
16) Kennco Underwriting	36) O Driscoll O Neill
17) Zurich Insurance Ireland	37) Prestige Underwriting
18) Willis Tower Watson	38) Frost Underwriting
19) Optis Insurances	39) Pen Underwriting
20) Patrona Underwriting	40) Bishopsgate Insurance t/as Compass London Markets