



## SuperValu Insurance Terms of Business

This document is intended to give you important information concerning our approach to arranging insurances for customers and how we handle your insurance.

If any points are unclear, please contact us on 1890 11 11 11 for Home, Motor and Travel.

This document takes effect from 01<sup>st</sup> May, 2017. In this document 'We', 'Us' and 'Our' mean SuperValu Financial Services DAC., t/a SuperValu Insurance.

### **Who we are and regulation**

SuperValu Financial Services DAC, t/a SuperValu Insurance is part of the Musgrave Group.

The registered office of SuperValu Financial Services DAC trading as SuperValu Insurance is Musgrave House, Ballycurreen, Airport Road, Cork and the company is registered under company number 543704.

SuperValu Financial Services DAC, trading as SuperValu Insurance is a multi-agency intermediary and is regulated by the Central Bank of Ireland.

SuperValu Financial Services DAC, trading as SuperValu Insurance is registered with the Central Bank of Ireland as an Insurance Intermediary under the EC (Insurance Mediation) Regulations 2005. A copy of our authorisation is available on request.

We are authorised to provide advice, receive and transmit orders in relation to General Insurance policies.

We are subject to and comply with the provisions of the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards as set down by the Central Bank of Ireland. See their website for further details ([www.centralbank.ie](http://www.centralbank.ie))

SuperValu Insurance is governed by the law of the Republic of Ireland. In the event of SuperValu Insurance being unable to meet our obligations, you may be entitled to compensation from the Insurance Compensation Fund in Ireland. Any disputes between you and us in respect of Republic of Ireland policies, will be dealt with in accordance with Irish law.

The Central Bank of Ireland is responsible for the regulation of all financial services firms in Ireland. Their address is PO box 559, Dame Street, Dublin 2 and they can be contacted by telephone on 003531 124 6000 or by fax on 003531 671 6561. The purpose of this document is to outline clearly to you the basis and extent to which we will provide you with services in relation to the general insurance products and services we offer.

If we make any material change to our terms of business which affects you, our customer, we will provide you with details of the change as soon as possible.

It is a requirement of the Central Bank of Ireland that we furnish you with this document. We would therefore ask that you read it carefully and use the information provided in it, to decide if our services are right for you. If you do not wish to be bound by these terms, we would ask that you contact us before we proceed and arrange your insurance.

## **Our Service**

We offer the following products only and we do not offer advice based on a general analysis of the market but only on the products available from our underwriters.

Our Home and Motor Insurance Products are underwritten and administered by AIG Europe Ltd and our Travel Insurance is underwritten by Chubb European Limited t/a Chubb and Combined Insurance.

Your home and motor insurance is provided by AIG Europe Limited. AIG Europe Ltd is registered in Ireland under Company Number 906664. The registered address is 30 North Wall Quay, IFSC, Dublin 1. AIG Europe Limited is authorised by the Prudential Regulation Authority of the United Kingdom, and is regulated by the Central Bank of Ireland for conduct of business rules.

We will provide you with a quotation for your chosen product or products, all relevant documentation and will administer your insurance.

SuperValu Travel Insurance is operated by the underwriter Chubb European Group Ltd. Chubb European Group Limited trading as Chubb and Combined Insurance, is authorised & regulated by the Prudential Regulation Authority in the United Kingdom 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 Limited (company number 1112892) is registered in England and Wales with registered offices at 100 Leadenhall Street, London EC3A 3BP.

## **Managing your requirements**

To enable us offer you a suitable policy, we will ask you a series of questions to enable us assess you need for insurance and to provide you with the most suitable product we can offer you. Having established your requirements we will provide you with a quotation. If you are happy with the quotation and on receipt of your

instruction to proceed we will transmit the order on your behalf to the relevant underwriter. We would like to draw your attention to the section herein entitled '**Duty of Disclosure**'.

We will provide you with a summary of the insurance you requested explaining all the main features and benefits of the insurance, important details of the cover, including any specific or unusual restrictions or exclusions, or any specific conditions that you must meet, and the period of cover, including the commencement date. We recommend that you read the information we provide you and contact us immediately if anything is unclear or causes you concern. Where we arrange cover over the phone we will inform you of all aspects of the contract in detail at that time.

Premiums quoted are inclusive of a 3% Government Levy and also a 2% Insurance Compensation Fund Levy.

Any other costs or fees which may apply will be explicitly detailed in your quotation and clearly explained to you before we provide you with the service.

Our remuneration for arranging your insurance will be by way of commission, being a portion of the premium paid, which is allowed to us by the Product Producers for introducing the insurance to them. We will not apply any additional charges.

Details of the commission arrangements are available on request.

In addition to commissions paid as outlined above, we may also receive additional income from the following sources:

- Interest earned on insurance monies passing through our client premium bank accounts;
- Profit commissions or profit shares paid by insurers on specific facilities and arrangements for a limited class of business.

We will deal with you openly, fairly and honestly, and when requested to do so, we will disclose the amount of any additional income (or where that is not possible, a reasonable estimate of the additional income or its basis of calculation) from

the above and any other sources that we may receive in relation to insurance we arrange.

### **Return Premiums**

In accordance with the Consumer Protection Code 2012, any rebate due to a Consumer will be paid in accordance with the terms and conditions of the policy.

### **Premium Handling**

Payment can be made by cheque, Direct Debit Mandate, Credit Card or Debit Card. All cheques should be made payable to the specific insurer who is underwriting your Policy.

Premiums are due on or before inception of cover or renewal date. To avoid cancellation of your cover, please ensure you pay your premium within the due dates outlined in your policy documentation.

The premium you will be quoted includes all statutory charges. Direct Debit payment options are available on home and motor new & renewal business, which include a service charge (see quotation for further details & equivalent APR). No Direct Debit options are available on Travel Policies.

### **Duty of Disclosure**

We are obliged to inform you that you have a legal duty to provide insurers of all information which is material to the risk being insured, whether unfavourable or otherwise to you, at the time of taking out the policy. Material facts would include any information that could influence a decision by an insurer on whether to accept a risk and if so, upon premium and terms. If such information is not disclosed by you, your insurer has the right to cancel your insurance from its commencement. If they exercise this right, any claims under your policy will not be met. This responsibility applies throughout the whole period you are insured.

We are also required to advise you that failure to make full disclosure of material facts may also

cause difficulties for you in trying to purchase insurance elsewhere. In relation to home insurance, failure to have property insurance in place could lead to a breach of terms and conditions attached to any loan secured on your home.

### **Cancellation rights**

You may cancel the policy at any time by writing to us and if it relates to your motor insurance you must also return the certificate of insurance and insurance disc.

A consumer (as defined by SI No. 853 of 2004) has the right to withdraw from an insurance policy (as defined under SI No. 853 of 2004) within the first 14 days, without penalty and without giving any reason – this is known as the ‘Cooling Off’ period, we will refund your premium for any period of insurance remaining, less an administration fee.

If you cancel your policy during the first year of insurance (outside of the Cooling Off period) short term rates may apply, please see policy terms and conditions. If your policy is cancelled after the first year, we will refund your premium for any remaining period of insurance (less administration costs). Where a refund is due a minimum refund amount may apply as outlined in the insurers’ terms and conditions.

We will only refund premiums as long as there has been no claim or loss during the current period of insurance.

### **Defaults and remedies**

At any time by giving you appropriate notice in writing to your last known address the insurer reserves the right to cancel your policy in the event of the following:

- Your non-payment of the premium due at inception, renewal or following a mid-term adjustment
- Your bank returns your cheque or Direct Debit Instalment for any reason
- Non-disclosure of relevant information, (please refer to the ‘Duty of Disclosure’

statement in this document for further details of your obligations)

- Insurer instigated cancellation. Please see your policy booklet terms and conditions for full details. When your policy is cancelled or expires, we will send you any information and documentation that you require on request.

### **Claims handling**

We understand how important claims handling is to our customers. The information provided in the policy explains clearly what you need to do in the event of a claim. If you do notify us of a claim we will pass it to the insurer and their claims team will contact you directly.

They can provide you with information on:

- How to complete a claim form,
- When receipts are required,
- What you need to do next,
- How to refer a claim to the Personal Injuries Assessment Board.

### **Conflict of interest**

We will endeavour to avoid conflicts of interest, however, where this is unavoidable we will explain the position to you and ask you for written confirmation that you are aware of the conflict of interest and you are happy to proceed.

### **Data Protection, confidentiality, security and call recording**

We, together with our agents, will hold all the information you supply us, along with any other relevant information for the purpose of administering your insurance. The data you provide to us will be shared with your insurer for the purposes of underwriting and administering your policy. It may be transferred to countries outside the European Economic Area (i.e. all countries in the European Union together with Norway, Iceland, Liechtenstein) including to AIG Group and its agents and service providers. We aim to make sure that the level of protection which applies to your personal information processed in these countries is similar to that applicable in the Republic of Ireland, for example, by using appropriate data transfer agreements. It

is important that you read the insurer's terms and conditions to check that you understand and agree with them.

We may also use the details you provide us to update our records and those records within the Musgrave Group, so that we may provide you with information on our products and services which we feel may be of interest to you. Please advise us if you do not wish your information to be used for this purpose.

Any information you provide to us will not be used or intentionally disclosed by us except in the normal course of setting up, administering or renewing your insurance policy, for handling claims and complaints and for keeping you updated on our products and services, unless:

- We are required to disclose the information by a court, governmental or regulatory body having the appropriate authority over us; or
- The information has been received by us from a third party not under any duty of confidentiality or is information which is already in the public domain; or
- We have already obtained the necessary consent from you.

All calls made into our offices will be recorded for training and verification purposes. A copy of such recording can be made available to you by request. You have the right at any time to request a copy of any personal data within the meaning of the Data Protection Act, 1988 and ask us to change or delete any information we hold about you. All enquires can be sent to: - The Risk & Compliance Officer, SuperValu Insurance, ICIT, Musgrave Group, Tramore Road, Cork.

### **Communications by email**

Where you consent to receiving information we may contact you by email in relation to our products and services using the information you have provided.

Where you opt to communicate with us via email, there is no guarantee that the message is accurate or has been received by us. As internet

communications are not secure, data may become corrupted during transmission or files may not transmit correctly or at all, we are not responsible for the contents of this message or responsible for any change made to this message after you sent it to us. We accept no liability for any losses caused by non-receipt, or corruption of data, information or instructions sent via email either by you or by us.

### **Telephone Text Messages**

Where you consent to receiving information and alerts from us and/or your insurer via text messages, we may contact you in this way from time to time.

### **Complaints**

SuperValu Insurance is committed to working hard for you the customer, being honest and achieving excellent customer service. We have partnered with our chosen insurance suppliers as they share our commitment to service excellence. However, from time to time, things can and do go wrong. At times situations may arise which fall short of the service we are committed to and which you have come to expect from us. When this happens and you have cause for complaint or are not happy with the insurance service we provided you, we would ask that you bring it to our attention. It is through this feedback that we can improve our service for you into the future. Please refer to your policy booklet for full details on how to complain.

Any complaint that you are unable to resolve to your satisfaction with our Customer Services staff should be sent to the following addresses:

### **Home and Motor Insurance**

Address: SuperValu Insurance,  
Customer Complaints Manager,  
AIG Europe Group,  
30 North Wall Quay,  
IFSC,  
Dublin 1.

E-mail: [supervalu.ie@aig.com](mailto:supervalu.ie@aig.com)

### **Travel Insurance**

Address: The Customer Service Manager  
SuperValu Insurance,  
Chubb European Group Limited  
5 George Dock,  
IFSC,  
Dublin 1.

E-mail: [supervalu.travelinsurance@chubb.com](mailto:supervalu.travelinsurance@chubb.com)

Each complaint will be handled in accordance with our Complaints Handling Procedure and the Consumer Protection Code 2012. When we have resolved your complaint or have investigated it in as far as we can and you are not entirely satisfied with our handling of the complaint or the resolution offered, you have the right to refer your complaint to the Financial Services Ombudsman, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2.

If you wish to receive a copy of our Complaints Handling Procedure, please write to us at the above address which is relevant to your type of policy.

### **Investor Compensation Act 1998**

SuperValu Financial Services DAC t/a SuperValu Insurance is a member of the Investor Compensation Scheme (ICCL) established under the Investor Compensation Act 1998. The legislation provided for the establishment of a compensation scheme and for the payment in certain circumstances, of compensation to clients of firms covered by the Act.

You should be aware that a right to compensation would only arise where money held by us on your behalf cannot be returned either for the time being or for the foreseeable future. In the event that a right to compensation is established, the amount payable is the lesser of 90% of your loss or an amount up to €20,000.

Our partners are also members of a compensation scheme and if they are unable to meet their financial obligations, you may be entitled to compensation from the scheme of which they are members.

## **How to contact us**

Should you wish to contact us about your Insurance needs please use the following details.

### **Home & Motor Insurance**

Address: SuperValu Insurance,  
Customer Service Manager,  
OSG Merrion Hall,  
Strand Road,  
Sandymount,  
Dublin 4,

E-mail: [supervalu.ie@aig.com](mailto:supervalu.ie@aig.com)

Telephone: 1890 11 11 11

### **Travel Insurance**

Address: SuperValu Insurance,  
Customer Service and Claim  
Centre,  
OSG Merrion Hall,  
Strand Road,  
Sandymount,  
Dublin 4,

E-mail: [supervalu.travelinsurance@chubb.com](mailto:supervalu.travelinsurance@chubb.com)

Telephone: 1890 11 11 11

### **General Insurance Queries**

For general insurance issues, you can contact our Head Office:

Address: Compliance Officer,  
SuperValu Insurance,  
Musgrave Retail Partners Ireland,  
Tramore Road,  
Cork.

E-mail: [supervalu.insurance@musgrave.ie](mailto:supervalu.insurance@musgrave.ie)