

# Berkshire Hathaway European Insurance DAC

## Terms of Business

The terms of business outlined below set out the basis on which Berkshire Hathaway European Insurance DAC will provide business services to you as our customer and apply to any business services provided to you until further notice. Should our terms of business change, which change directly affects you, we will advise you in writing.

### WHO WE ARE

Berkshire Hathaway European Insurance DAC ("BHEI") is part of the Berkshire Hathaway Group with a registered address at 1 Grant's Row, Dublin, D02 HX96, Ireland. BHEI is registered with the Company Registration Office under Company Number 636883. BHEI is authorised by the Central Bank of Ireland as a non-life insurance company. BHEI is subject to the Central Bank of Ireland's Consumer Protection Code, the Minimum Competency Code which offer protection to consumers and can be accessed on the Central Bank's website at [centralbank.ie](http://centralbank.ie).

BHEI underwrites general non-life insurances including but not limited to Professional Indemnity cover for Medical Practitioners practicing in Ireland.

This Professional Indemnity Insurance cover is arranged via Medisec Ireland CLG, an insurance intermediary regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulation 2018.

### DATA PROTECTION

Personal data will be used and shared for insurance administration purposes, including underwriting, claims handling, reinsurance and fraud prevention and is held in accordance with data protection law. We may share the information you provide to us with our business partners, other Berkshire Hathaway entities and other parties as described in our Privacy Notice for the above stated purpose. Data at all times is treated as confidential and the appropriate measures are taken to ensure it is secure. BHEI is subject to the requirements of the General Data Protection Regulation (EU) 2016/679 ("GDPR") and Data Protection Acts and will hold all data in accordance with our data protection and privacy policy together with all applicable data protection laws and principles.

You have the right to apply for a copy of the information held by us about you and you have the right to have any inaccuracies in your information corrected.

Further information can be found on the BHEI Privacy Notice as provided to you.

### CONFLICT OF INTEREST

It is our policy to ensure that conflicts of interests are avoided. Where they cannot we will fully disclose the potential conflict and ensure that customers are treated fairly. Should you feel that your interests have not been fairly protected please contact us to give us the opportunity to resolve the same.

### CHARGES

Any charges payable to BHEI will be outlined in your policy and made clear upon agreement of the same.

**DEFAULT**

Non-payment of premium or breach by you of certain policy conditions may result in your policy being cancelled in accordance with the terms set out in your policy.

**COMPLAINTS PROCEDURE**

We aim to deliver a high standard of customer care at all times. If you wish to make a complaint in relation to your policy or any other aspect regarding the service provided, please contact:

- By Letter: Head of Compliance Officer at 1 Grant's Row, Dublin, D02 HX96, Ireland.
- By Phone: +353 (0)1 246 7246
- By E-mail: [customercontact@bhei.eu](mailto:customercontact@bhei.eu)

Should the complaint not be resolved to a level you are satisfied with then you may wish to alternatively contact the below:

- Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2.  
Tel: (01) 567 7000 | Email: [info@fspo.ie](mailto:info@fspo.ie) | Website: [fspo.ie](http://fspo.ie)

Your right to take legal action is not affected by following any of the above procedures.

This Terms of Business is effective from 01/05/2020