

Our Terms of Business

1 November 2026

We look after you

Medisec Ireland CLG is a private company, limited by guarantee, having its registered office at 7 Hatch Street Lower, Dublin 2. Registered in Ireland, Company No. 216570. Medisec Ireland CLG (trading as Medisec Ireland) is regulated by the Central Bank of Ireland. Medisec Ireland CLG's risk, education and medico-legal advisory services are not regulated by the Central Bank of Ireland.

These Terms of Business set out the general terms under which Medisec Ireland CLG will provide services to you and the respective duties and responsibilities of both Medisec Ireland CLG and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries we will be happy to clarify them. If any material changes are made to these terms we will notify you.

Authorised Status

Medisec Ireland CLG (trading as Medisec Ireland) [Company No. 216570] (“**Medisec**”) is regulated by the Central Bank of Ireland (ref no C4009) as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018. The Central Bank of Ireland holds registers of regulated firms. A copy of our regulatory authorisation is available on request. The Central Bank of Ireland may be contacted on 01 224 6000 or via their website at www.centralbank.ie to verify our credentials.

Contacting Us

Medisec can be contacted by telephone (01 661 0504) or via our website (www.medisec.ie) or via email (info@medisec.ie).

Code of Conduct

Interpretation

All Medisec members are policyholders. However, not all policyholders are Medisec members. Specifically, entity policyholders are not Medisec members.

References to ‘you’ throughout this document therefore mean, as the context requires, a Medisec Member, an entity policyholder or both, and ‘your’ shall be construed accordingly.

Consumer protections

Medisec complies with all applicable regulatory requirements including the Consumer Protection Code 2025 (“CPC 2025”), the Minimum Competency Code 2017 and the Fitness & Probity Standards which offer protection to consumers. These documents can be found on the Central Bank’s website: www.centralbank.ie.

Member obligations

Medisec membership and the provision of services by Medisec to policyholders is strictly subject to the Medisec Constitution and these Terms of Business and the Medisec Engagement Policy, as attached as an appendix to these Terms of Business and as revised from time to time by the Board of Medisec (the “**Board**”).

Securing Policyholders’ Interests

Medisec is committed to securing policyholders’ interests and will act honestly, fairly, professionally, and with due skill, care and diligence.

As an insurance intermediary, Medisec will:

- only arrange products consistent with policyholders’ demands and needs;
- ensure products are appropriate for the relevant target market; and
- provide clear, understandable information

Vulnerable Policyholders

Medisec applies CPC 2025 expectations to identify and support policyholders in vulnerable circumstances. A policyholder should tell Medisec if they need extra assistance or adjustments and Medisec will provide information in alternative formats and communications channels where appropriate.

Digital and Communication Methods

Medisec may communicate with policyholders via:

- email
- secure portals
- phone
- SMS
- post

Description of Activities

Activities Regulated by the Central Bank of Ireland

Medisec is an insurance intermediary arranging Professional Indemnity cover for Medical and Dental Practitioners practising in Ireland through a specially negotiated scheme for Professional Indemnity Insurance with Berkshire Hathaway European Insurance DAC (BHEI)¹. The Professional Indemnity Insurance policy provided to members is occurrence-based insurance cover.

In addition, Medisec arranges Entity Medical Malpractice Insurance cover for practice entities in Ireland, including partnerships, also underwritten by BHEI. The Entity Medical Malpractice Insurance policy provided to policyholders is claims made insurance cover.

¹ Insurance products are underwritten by Berkshire Hathaway European Insurance DAC trading as MedPro. Berkshire Hathaway European Insurance DAC is a Private Company Limited by shares, non-life insurance company, with registered office 2nd Floor, 7 Grand Canal Street Lower, Dublin, D02 KW81 and regulated by the Central Bank of Ireland, Company Registration No. 636883; VAT No. 3583603. All coverage subject to business approval.

Medisec distributes insurance products on behalf of a single underwriter, namely BHEI and as such does not provide a fair analysis of the market.

Medisec has limited delegated underwriting authority and claims handling authority in its capacity as BHEI's insurance intermediary.

As above, in respect of these activities, Medisec complies with all applicable regulatory requirements including the CPC 2025, the Minimum Competency Code 2017 and Fitness & Probity Standards which offer protection to consumers.

Medisec is a member of Brokers Ireland.

Unregulated Activities

Subject to terms and conditions, Medisec separately provides services including 24/7 medico-legal advice, dento-legal advice, risk and best practice guidance and, at the Board's absolute discretion, may offer assistance in respect of regulatory and disciplinary complaints which fall outside a policy of insurance. These aspects of the business are not regulated by the Central Bank of Ireland but the Medisec Constitution and Medisec Engagement Policy apply to the provision of these services.

Important information:

Please note that the above components and services cannot be purchased separately. To incept insurance cover with BHEI (trading as MedPro) through Medisec, an individual healthcare professional must become a Medisec member.

Medisec membership cannot be held without active insurance through our underwriters.

If a policyholder is not renewed by MedPro, or if in line with the policy terms and conditions their cover is cancelled or voided ab initio, their Medisec membership will also simultaneously cease. Likewise, if Medisec membership is not renewed Medisec will not arrange to renew the policyholder's insurance with MedPro. If Medisec membership is cancelled during the policy period, the policy can continue in place until the natural expiry of that policy, but Medisec will thereafter not arrange any further renewal of that policy and the policyholder may have difficulty renewing their policy with MedPro.

Data Protection Legislation

Medisec is subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Acts 1988 to 2018 (DPA).

Information provided by policyholders will be retained and used only in accordance with the terms of data protection legislation. Policyholders' personal data will be used only for the purpose of insurance administration (including underwriting, processing of applications, claims handling, reinsurance, fraud prevention and membership services) by Medisec, the underwriter, their agents and reinsurers.

Medisec's privacy policy is available at www.medisec.ie/privacy-policy.

Any queries regarding personal data may be addressed to dpo@medisec.ie.

Conflicts of Interest

Medisec seeks to avoid conflicts of interest. Medisec has information sharing obligations with MedPro as its insurance intermediary. Conflicts may arise from time to time for Medisec. Our conflicts of interest policy explains how Medisec will manage conflicts of interest in compliance with relevant Irish and European laws and regulations, Central Bank guidance and its contractual obligations. A full copy of our conflicts of interest policy is available at www.medisec.ie/conflicts-of-interest.

Payment

Policyholders are under a duty to pay their subscription in accordance with the terms of the contract of insurance, i.e. within 30 days of inception.

Payment by monthly direct debit is a facility that can be withdrawn at Medisec's discretion where there have been 2 or more failures to make a payment.

Policyholders will be issued with renewal notices at least 20 working days before their renewal date, or such other date as may be specified by the CBI from time to time.

Default by Policyholder

Payment default

If a policyholder fails to honour a payment, Medisec will initiate cancellation proceedings in accordance with the terms and conditions that apply to both the membership and the policy of insurance.

Policyholders who wish to cancel or not renew their insurance policy and membership should contact the Medisec membership team.

Cancellation of an insurance policy may give rise to a requirement for tail cover depending on the individual circumstances.

Policyholders are therefore strongly advised to speak with a Medisec membership advisor for individualised advice about any need for tail cover prior to cancellation.

Medisec reserves the right to initiate cancellation of the insurance policy in the event of non payment of premium or membership fees, return of a cheque from the bank, or failure to honour a payment, and where applicable, to cancel membership.

Conduct default

Medisec reserves the right to review, limit and/or cancel the membership of any policyholder who fails to abide by the Medisec Constitution, the Medisec Engagement Policy, and/or who has been deemed to be a moral hazard.

If Medisec membership is not renewed Medisec will not arrange to renew the policyholder's insurance with MedPro. If Medisec membership is cancelled during the policy period, the policy can continue in place until the natural expiry of that policy, but Medisec will thereafter not arrange any further renewal of that policy and the policyholder may have difficulty renewing their policy with MedPro.

Receipts

Receipts will be issued to all policyholders upon receipt of payment of cleared funds.

Client Premium Handling Arrangements

Medisec may receive and hold premium payments from policyholders prior to onward transmission to the insurer. Any such monies are held in accordance with Medisec's regulatory obligations as an insurance intermediary and are maintained in a designated client premium account separate from Medisec's own funds. Premiums are remitted to the insurer in accordance with agreed payment terms. Medisec does not use client premium monies for its own purposes.

Complaints

If a policyholder is dissatisfied with any aspect of service provided, they can contact Medisec by telephone: 01 6610504, email: info@medisec.ie or post: 7 Hatch Street Lower, Dublin 2, Ireland, D02 AW92. Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. Where early settlement of the complaint (within 5 working days) is not possible, receipt of the complaint will be acknowledged in writing within 5 working days and the matter raised will be investigated. The policyholder will receive a written response within 20 working days from the date on which the complaint is made. We will endeavour to resolve the complaint within 40 working days and findings will be furnished within 5 working days of completion of investigation.

In the event that the policyholder remains dissatisfied with handling of and response to their complaint in respect of the policy, the policyholder has the right to make a complaint to the Financial Services and Pensions Ombudsman (FSPO), 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D00 VH29; email info@fspo.ie; phone: +353 1 567 7000; website: www.fspo.ie. A full copy of our complaints procedure is available on request.

Limitation of Medisec's Liability

Exclusions: The limitations set forth in this section shall not apply to damages or liabilities arising from fraud, fraudulent misrepresentation or those damages or liabilities that cannot be excluded or limited at law.

Aggregate Cap: Medisec's total liability for any claim arising out of or in connection with its provision of any of its insurance intermediary services, whether in contract, tort (including negligence), or otherwise, shall be limited to an amount the professional indemnity insurance cover directed by the Central Bank of Ireland, being on 1 January 2025 an amount of €1,564,610 for each claim and €2,315,610 for all claims in aggregate in a given calendar year. For all other services provided by Medisec, Medisec's total liability for any claim(s) howsoever arising shall be limited to an amount not exceeding €500,000 for each and every claim.

Notification of Claim against Medisec: Unless a policyholder notifies Medisec that it intends to make a claim against Medisec within the notice period, Medisec shall have no liability for that claim. The notice period shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become,

aware of its having grounds to make a claim and shall expire twelve months from that date. The notice must be in writing and must identify the grounds for the claim in reasonable detail.

Exclusion of Certain Damages: Medisec shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or use, incurred by policyholders or any third party, whether in an action in contract, tort, or otherwise, even if Medisec has been advised of the possibility of such damages.

Force Majeure: Medisec shall not be liable for any failure or delay in performing its services if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental regulations.

Investor Compensation

Medisec is a contributor to the Investor Compensation Company DAC whose scheme will pay compensation where an authorised firm, such as Medisec, is unable, due to its financial circumstances, to return money held by it to a policyholder arising from the Professional Indemnity / Entity Medical Malpractice Policy.

For further information, contact the Investor Compensation Company DAC at +353 1 244 4485.

Remuneration

An annual membership fee is levied on all Medical and Dental Practitioner Members in respect of Medisec's round the clock medico-legal advice, risk management and reduction services along with best practice guidance.

Medisec is remunerated by a 20% commission from our underwriters in relation to the Medical and Dental Practitioners professional indemnity policies and the Entity Medical Malpractice insurance policies for practice staff.

Details of our remuneration arrangements are available on our website www.medisec.ie/remuneration-arrangements/

Policyholders' Instructions

Policyholders seeking reduction in cover or cancellation of a policy must submit request in writing.

Consumers: Duty of Disclosure

When completing documentation for new business/renewals and midterm adjustments, policyholders are required to answer all questions posed by Medisec and/or the insurer honestly and with reasonable care – the test will be that of the 'average consumer'².

Before renewal of the contract of insurance, specific questions will be asked. Again, policyholders will be required to answer honestly and with reasonable care. Where policyholders do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default policyholders may encounter difficulty in purchasing insurance in the future.

Claims against Policyholders

Medisec is to be immediately advised of any incidents that occur that may result in a claim on the policy. Any correspondence received by policyholders in relation to a claim or the threat of a claim is to be forwarded to Medisec on receipt of same. Please be aware information reported to Medisec when requesting advice, including incidents, claims, complaints or other matters may require notification to MedPro as per policy terms and conditions and subsequently, may appear in any Letter of Good Standing where required by the underwriter or where otherwise relevant to the purpose for which the letter is issued.

² Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors

Cooling Off

In order to exercise the right of cancellation, the policyholder must notify Medisec clearly of your decision to cancel before the expiry of the 14-day cooling-off period. No coverage shall then be deemed to have come into force or existed.

Carbon Footprint

We recognise the importance of being environmentally conscious whilst providing our services and are constantly monitoring ways to reduce our carbon footprint.

We are now fully paperless however policyholders may contact our membership team to request documentation in hard copy by post.

Governing Law

These terms of business are governed by the laws of Ireland, and the Irish courts shall have jurisdiction in relation to any disputes.

These terms of business are valid from 1 November 2026 until further notice.

Appendix

Medisec Engagement Policy

1. Purpose of this Policy

This policy sets out how Medisec engages with its members and policyholders, and establishes clear standards of service and mutually respectful conduct. This policy should be read alongside the Medisec Constitution and Terms of Business. The current version of this policy will be scheduled to our Terms of Business, displayed on our website and reviewed regularly.

2. Scope

This policy applies to all Medisec staff and to all members and policyholders engaging with Medisec, including where a person engages on behalf of a practice entity.

3. Mission and Service Commitment

Our Mission is to remain an independent mutual membership organisation proactively supporting healthcare professionals to provide excellence in patient care by offering indemnity products, membership services and related tailored advices to give members peace of mind.

4. Quality of Service

We are committed to providing our services in a fair, impartial, balanced and transparent manner. We are committed to providing a high quality, user-friendly and accessible service. Our aim is to provide a professional and efficient service to all members and to act with integrity.

In Medisec, we:

- Promote and develop a strong member service culture;
- Equip team members with the information, skills and support required to deliver a quality service;
- Ensure our services are provided in a fair and non-discriminatory manner;
- Provide easy access to clear and high-quality information;
- Safeguard personal data;
- Monitor and continuously improve the quality of our services;

- Maintain a transparent and effective procedure for dealing with complaints;
- Operate responsibly and are mindful of our environmental impact and carbon footprint.

5. Accessibility and Physical Access

In Medisec, we:

- Provide offices that ensure privacy and comply with health and safety standards;
- Facilitate alternative arrangements for those with disabilities or specific access needs;
- Operate appointment-based visits to ensure appropriate availability of staff. (Note: we operate a hybrid working model and our office is closed on Mondays and Fridays, with all staff working remotely from home on those days);
- Provide multiple channels for engagement (telephone, email, portal and post).

6. Equality and Diversity

In our dealings with our members and policyholders, we will ensure the right to equal treatment. We are committed to delivering a service that accommodates the specific needs of all our members. If a member or policyholder indicates that they have any needs or circumstances that may impact their engagement with our services, we will work with them to facilitate reasonable and appropriate accommodation where possible.

7. Support for Members or Policyholders in Vulnerable Circumstances

We recognise that members or policyholders may be in vulnerable circumstances. We train our team to recognise indicators of vulnerable circumstances and to understand the impact this can have on members' or policyholders' ability to access our services. This helps our team to provide information and support to members or policyholders to facilitate access to our services.

Potential indicators of vulnerability, whether disclosed by our member or policyholder, or identified by our team, may include:

- Mental health difficulties
- Physical disabilities
- Digital exclusion (lack of technology or 'know-how' to access online services, use email or use our online portal);
- Serious illness;
- Financial hardship;
- Family or relationship breakdown;

- Addiction;
- Exposure to abuse or coercion;
- Being a customer with a conviction and/or who is currently incarcerated;
- Being in or fleeing domestic abuse.

Where somebody may express to us any indication of harming themselves or another person, we will take any threats of this nature very seriously. As we have a duty of care to our members and policyholders, and to our team, we may contact An Garda Síochána in exceptional circumstances, or where circumstances require or dictate such action.

8. Communication Standards

In Medisec we focus on the timeliness of our responses to members and policyholders, and ensure that members and policyholders are afforded confidentiality and privacy in their dealings with us. We treat members and policyholders with courtesy, sensitivity and empathy.

To assist us in providing the best possible service, we insist upon an environment of mutual respect between our members, policyholders and staff. To aid clear communication and to assist us in providing the best possible service, we ask that you:

- Have your Medisec membership number available and provide any information for the purpose of verification;
- Treat our team with courtesy and respect, and listen to the information we offer, as we try to provide the most comprehensive and efficient response to your query;
- Treat any other party referred to in communications with Medisec with the same level of courtesy and respect and use appropriate language when speaking about or to them.

In communications, we:

- Provide information that is clear, accurate and timely;
- Use language that is concise and understandable;
- Identify ourselves and provide contact details;
- Respond to communications as promptly as possible;
- Maintain confidentiality and privacy;
- Treat members fairly, professionally and with courtesy;
- Listen to concerns and respond appropriately.

9. Unreasonable Behaviour

We understand that in times of trouble or stress, people may act out of character. We appreciate that there may have been upsetting or distressing circumstances leading to your communication with Medisec.

We do not view behaviour as unacceptable or unreasonable just because someone is forceful or determined. We believe that people have the right to be heard, understood and respected but must balance our team's right to expect respectful communication in their place of work. In the unlikely event of an issue when interacting with our members or policyholders, unacceptable conduct would include:

Unreasonable behaviour:

- Abusive, offensive or aggressive language;
- Threatening conduct;
- Physical intimidation.

Unreasonable persistence:

- Pursuing an issue that has been fully considered and closed;
- Repeated or excessive contact on the same issue.

Unreasonable demands:

- Requests outside the remit of Medisec;
- Demands for unrealistic outcomes or timeframes;
- Insistence on specific personnel.

Unreasonable lack of cooperation:

- Withholding relevant information;
- Refusing to consider alternative evidence;
- Obstructing progress of a matter.

Failure to follow procedures:

- Not complying with information requests;
- Not engaging in good faith.

10. Managing Unreasonable Behaviour

Medisec team members who experience unreasonable behaviour may respond at the time of the incident in a manner they consider appropriate and in line with this policy. This may include politely terminating a conversation. They will report the matter to their line manager without delay for consideration in line with this policy.

When the Medisec management team, having considered all correspondence and contact and having spoken to the member or policyholder concerned, consider that member's or policyholder's behaviour is unreasonable, a member of management will tell them why their behaviour has been considered unreasonable, and will ask them to change it.

If the unreasonable behaviour continues, we will take action to restrict the member's or policyholder's contact with Medisec. The decision to restrict access to our services will be taken by the Chief Executive Officer and/or the Chief Compliance Officer. Any restrictions put in place will be appropriate and proportionate. The options most likely to be considered are:

- restricting contact to a particular form, such as in writing only;
- requiring contact to take place with (a) named team member(s);
- restricting telephone calls to specified days and times;
- asking the member to enter into an agreement about their future conduct.

Where the options above prove unsuccessful, or where the unreasonable behaviour continues, we may terminate all contact with the member or policyholder and Medisec management may assess their continued membership.

Where any behaviour threatens the immediate safety and welfare of the Medisec team members or others, we will consider any other options, for example, reporting the matter to An Garda Síochána or instigating legal action.

11. Submissions and Documentation

Graphic/distressing content submissions

We expect that the content of your communication with us is respectful and does not contain any unacceptable images, profanities or graphic and distressing content. If emails and/or letters do contain any of the above, they may not be acknowledged, and your correspondence may be delayed due to the nature of the content being sent. If emails of this nature persist, we may block the sender's email address.

Sometimes in the context of a medico-legal query, claim or complaint, it may be necessary to send us communication with graphic or distressing content in order to obtain our advice (e.g. graphic photographs of an injury). If this is the case, please liaise with the Medisec staff member in advance regarding the nature of the content, to manage and safeguard such communication.

Volume and relevance of submissions

When sending documentation and/or information to us, only submit information that is relevant and material to the specific issue that has been submitted to Medisec.

In the context of claims and complaints, this will include all documentation concerning the matter. If you are uncertain whether information or documentation may be relevant, you must discuss your query with your Medisec advisor. Presenting documentation in large volumes or in a disorganised way may lead to delays in correspondence as it can take a disproportionate amount of time to review. Please ensure patient identifiers are not included in initial communication with Medisec. It is your responsibility to apply redactions appropriately.

12. Confidentiality

Subject to our legal and professional obligations, your contact with us is treated as strictly confidential.

We will not disclose any information you provide without your consent, unless required to do so by law, regulation, or where necessary to protect patient safety or the public interest.

We will only process data that is relevant and necessary for the consideration or investigation of a complaint. In circumstances where we deem any part of the submission to be unnecessary, content may be redacted at our discretion. Members will, of course, be informed of any such redactions from our file.

For information on how we handle conflicts of interest, see our Terms of Business.

13. Contacting Us

We are available by telephone on 01 661 0504 and by email from 9 – 5.30 Monday to Thursdays and from 9 – 5 on Fridays. Emails may be sent to info@medisec.ie or to staff members directly.

We operate a 24/7 out-of-hours service to answer urgent medico-legal queries. Out-of-hours contact details are provided on our office voicemail message after the office closes each evening (dial 01 661 0504).

Medisec members or policyholders may use their online portal to contact us.

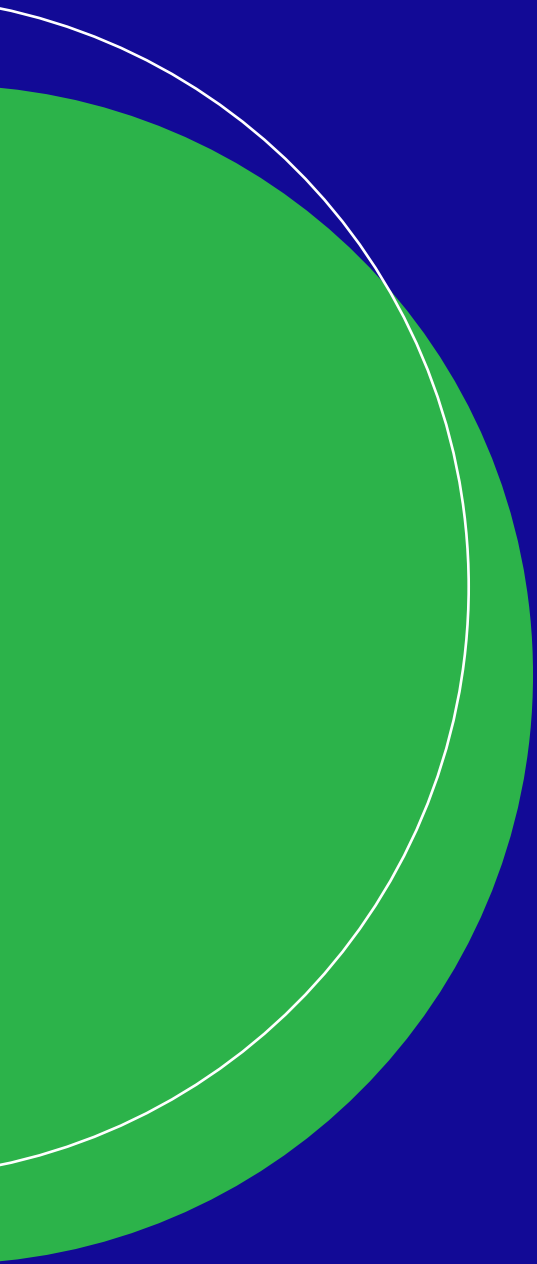
Post to Medisec should be addressed to 7 Hatch Street Lower, Dublin, D02 AW92.

14. Feedback, Complaints and Reviews

We want to provide the best possible service to you and welcome all comments on our services. You can contact our CEO at ruthshipsey@medisec.ie if you wish to discuss any issue or concern.

From time to time, we will carry out customer service surveys or invite feedback following resolution of a matter (CRM letters) and we welcome your participation and feedback.

If you are ever unhappy about the service we have provided, we encourage you to raise this directly with the team member concerned in the first instance. If the issue is not resolved to your satisfaction, you may raise it directly with our CEO at ruthshipsey@medisec.ie or our Compliance Officer, at jenniferconnolly@medisec.ie.



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