

The Hastings Insurance Brokers group comprises a number of companies of which Hastings (Westport) Ltd is the parent. The group comprises the following regulated entities:

- ◆ Hastings (Westport) Ltd trading as Hastings Insurance Brokers, Irishweddinginsurance.ie, Mytravelinsurance.ie & Myfarminsurance.ie.
- ◆ David Flannelly (Holdings) Ltd trading as Flannelly Insurances & Hastings Insurance Brokers
- ◆ Pat Hardiman Insurances trading as Hastings Insurance Brokers
- ◆ Burke Insurances Ltd trading as Hastings Insurance Brokers

Hastings (Westport) Ltd trading as Hastings Insurance Brokers, Irishweddinginsurance.ie, Mytravelinsurance.ie & Myfarminsurance.ie ◆ David Flannelly (Holdings) Ltd trading as Flannelly Insurances & Hastings Insurance Brokers ◆ Pat Hardiman Insurances trading as Hastings Insurance Brokers ◆ Burke Insurances Ltd trading as Hastings Insurance Brokers, hereafter referred to as 'the firm'.

**Registered offices:** The Octagon, **Westport**, Co. Mayo | **Email:** [info@hastings.ie](mailto:info@hastings.ie) | **Web:** [www.hastings.ie](http://www.hastings.ie) and [www.burkeins.ie](http://www.burkeins.ie). Registered in Ireland. Company registration no's: Hastings (Westport) Ltd 233849 | David Flannelly (Holdings) Ltd 127825 | Pat Hardiman Insurances Ltd 63406 | Burke Insurances Ltd 42826 .

The firm operates the following branch (retail) offices:

The Octagon, **Westport**, Co Mayo  
Market Square, **Castlebar**, Co Mayo  
Unit 4, Chapel Lane, **Claremorris**, Co Mayo  
Unit 3-5, DMek Centre, Teeling Street, **Ballina**, Co Mayo  
The Shambles, Vicar St, **Tuam**, Co Galway  
Unit 2, Adelaide Building, Wine St Car Park, **Sligo**  
6 St Brendans Rd, Woodquay, **Galway**

Tel (098) 27227 | **Email –** [Westport@hastings.ie](mailto:Westport@hastings.ie)  
Tel (094) 9023193 | **Email –** [Castlebar@hastings.ie](mailto:Castlebar@hastings.ie)  
Tel (094) 9362137 | **Email –** [Claremorris@hastings.ie](mailto:Claremorris@hastings.ie)  
Tel (096) 21599 | **Email –** [Ballina@hastings.ie](mailto:Ballina@hastings.ie)  
Tel (093) 24868 | **Email –** [Tuam@hastings.ie](mailto:Tuam@hastings.ie)  
Tel (071) 9148000 | **Email –** [Sligo@hastings.ie](mailto:Sligo@hastings.ie)  
Tel (091) 563518 | **Email –** [info@burkeins.ie](mailto:info@burkeins.ie)

#### **Authorisation information**

- ◆ Hastings (Westport) Ltd trading as Hastings Insurance Brokers, Irishweddinginsurance.ie, Mytravelinsurance.ie & Myfarminsurance.ie is regulated by the Central Bank of Ireland
  - ◆ David Flannelly (Holdings) Ltd trading as Flannelly Insurances & Hastings Insurance Brokers is regulated by the Central Bank of Ireland
  - ◆ Pat Hardiman Insurances Ltd trading as Hastings Insurance Brokers is regulated by the Central Bank of Ireland
  - ◆ Burke Insurances Ltd trading as Hastings Insurance Brokers is regulated by the Central Bank of Ireland

**Terms of Business:** These terms of business set out the general terms under which the firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. These terms replace with immediate effect, any previous terms of business document issued to you. Please ensure that you read these terms thoroughly and if you have any queries we will be happy to clarify them. Where any material changes are made to these terms, we will notify you.

**Affiliates:** Reference to "you" and "your" includes your affiliates. "Affiliates" means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company (as such terms are defined in the Irish Companies Act, 2014 (as amended)). As it applies to you, "affiliate" shall also include your partners, co-venturers and/or other co-insureds to whom we or any of our affiliates may assume a responsibility as a consequence of the provision of any additional services.

**Authorised Status:** Hastings (Westport) Ltd (C4235), David Flannelly (Holdings) Ltd (C36356), Pat Hardiman Insurances Ltd (C2630) and Burke Insurances Ltd (C5398) are regulated by the Central Bank of Ireland as insurance intermediaries registered under the European Union (Insurance Distribution) Regulations 2018. Hastings (Westport) Ltd (C4235), David Flannelly (Holdings) Ltd (C36356), Pat Hardiman Insurances Ltd (2630) are regulated by the Central Bank of Ireland as Investment Intermediaries authorised under the Investment Intermediaries Act 1995. Hastings (Westport) Ltd and David Flannelly Holdings Ltd are registered as a Mortgage Intermediary authorised under the Consumer Credit Act, and as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016. Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

**Codes of Conduct:** The firm is subject to the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards, which offer protection to consumers. These codes can be found on the Central Bank of Ireland website at [www.centralbank.ie](http://www.centralbank.ie).

**Our Services:** Our principle business is to provide advice and arrange transactions on your behalf in relation to Personal & Commercial General Insurance Products, Life Assurance, Pensions, Other Related Investments and Mortgages. Hastings (Westport) Ltd & David Flannelly (Holdings) Ltd may provide advice and arrange Mortgage facilities. A full list of insurers, product producers, product providers and lending agencies with whom we deal is available on request. The firm is a member of Brokers Ireland.

**Fair and Personal Analysis:** The concept of Fair and personal Analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/or specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs. The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operation in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be such that could be reasonably expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

**Personal & Commercial General Insurance – Non Life:** Hastings (Westport) Ltd, David Flannelly (Holdings) Ltd, Pat Hardiman Insurances Ltd and Burke Insurances Ltd may provide advice on and arrange products in relation to General (non-life) Insurance products including but not limited to: Household (Owner Occupied, Rental, Holiday Homes), Private Motor, Commercial Motor, Marine, Farm, Travel, Gadget, Wedding, Key, Commercial, Property, Liability, Professional Indemnity, Motor Fleet, Goods In Transit, Office/Shop, Manufacturing and other related products. The firm normally provides general insurance (non-life) on a fair and personal analysis basis. In certain circumstances the firm may recommend a product or service based on a limited analysis basis and this will be disclosed to you, i.e. providing services on the basis of a limited number of contracts within the market. The names of those product providers whose products or services we consider as part of our limited analysis is available on request.

**Health Insurance:** Hastings (Westport) Ltd & David Flannelly (Holdings) Ltd provide health insurance on a limited analysis basis (providing services on the basis of a limited number of contracts and product providers available on the market), for who we exclusively conduct insurance distribution business. Hastings (Westport) Ltd & David Flannelly (Holdings) Ltd hold appointments with Irish Life Health dac and can assist with selection of the most suitable health insurance plan for your needs. Whilst we can compare and contrast the various plans available on the market this is done on a limited analysis basis and we are unable to place business with various other providers.

**Travel Insurance:** Mytravelinsurance.ie is a registered business name of Hastings (Westport) Ltd who have an arrangement with one chosen Insurer to provide cover for travel insurance. When purchasing travel insurance through Mytravelinsurance.ie via the internet this is provided on a limited analysis basis (providing services on the basis of a limited number of contracts and product providers available on the market). Mytravelinsurance.ie is underwritten by Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance. Refer to individual policy terms and conditions for cover and underwriting details.

**Public Liability Insurance:** publicliability.ie is a domain name of Burke Insurances Ltd which has an arrangement with two chosen Insurers to provide cover for public liability insurance purchased via the www.publicliability.ie internet website. When purchasing insurance through publicliability.ie this is provided on a limited analysis basis (providing services on the basis of a limited number of contracts and product providers available on the market). Publicliability.ie is underwritten by (a) Hiscox SA (b) Balens Europe B.V. on behalf of XL Insurance Company SE and ARAG Legal Protection Ltd. Refer to individual policy terms and conditions for cover and underwriting details.

**Professional Indemnity Insurance:** piinsurance.ie is a domain name of Burke Insurances Ltd which has an arrangement with one chosen Insurer to provide cover for professional indemnity insurance purchased via the www.piinsurance.ie internet website. When purchasing insurance through piinsurance.ie this is provided on a limited analysis basis (providing services on the basis of a limited number of contracts and product providers available on the market). piinsurance.ie is underwritten by Tokio Marine Europe SA. Refer to individual policy terms and conditions for cover and underwriting details.

**Optional Cover:** From time to time we may offer optional cover to enhance the cover of a product, not included in the policy offered by the provider. You do not have to purchase any optional cover in order to buy the main product or service. Policy wording and further information concerning optional extras is available on request.

We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

To ensure continuity of cover, where you have an existing policy which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instructions. You will be liable for any premiums payable to the relevant insurer for the period of time between renewal and when we receive your instruction. You have the right not to avail of this service.

**Life, Pensions & Insurance Based Investment Products:** Hastings (Westport) Ltd, David Flannelly (Holdings) Ltd & Pat Hardiman Insurances Ltd provide life assurance cover, serious illness cover, income protection and pension advice on a fair and personal analysis basis ie, providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs. We will provide assistance to you for any queries you have in relation to the policies or in the event of a claim during the life of the policy and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover, particularly in relation to permanent health insurance and serious illness policies. Specifically, on the subject of permanent health insurance policies, it is our policy to explain to you a) the meaning of disability as defined in the policy; b) the benefits available under the policy; c) the general exclusions that apply to the policy; and d) the reductions applied to the benefit where there are disability payments from other sources. For a serious illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to the policy. In the case of Insurance Based Investment Products, ongoing suitability assessments form part of the service to clients. On an annual basis, the firm will issue a client report outlining any changes in the services or instruments involved and/or any change in circumstances.

**Investment Intermediary Services:** Hastings (Westport) Ltd, David Flannelly (Holdings) Ltd & Pat Hardiman Insurances Ltd provides investment intermediary advice on a limited analysis basis through the following product providers: BCP, Wealth Options and Davy. We can recommend and arrange an investment product to suit your needs. We will research and obtain information on your behalf concerning any investment product, its approval process and so identifying the target market. Ongoing suitability assessments form part of the service to clients. On an annual basis, the firm will issue a client report outlining changes in the services or instruments involved and/or any change in circumstances.

**Sustainability Factors - Investment/IBIPS/Pension Advice:** When providing advice, the firm considers the adverse impact of investment decisions on suitability. As part of our research and assessment of products, the firm will examine the product providers literature to compare financial products and to make informed investment decisions about ESG products. The firm will at all times act in the client's best interests and keep clients informed accordingly. The consideration of sustainability risks can impact on the returns of financial products.

**Mortgages:** Through the lenders or other undertakings with which we hold an agency, Hastings (Westport) Ltd and David Flannelly (Holdings) Ltd can provide advice on and arrange mortgages products including but not limited to: fixed-rate loans, variable rate mortgages, capital & Interest mortgages, interest only mortgages, endowment mortgages, pension mortgages and residential investment property mortgages. Hastings (Westport) Ltd & David Flannelly (Holdings) Ltd provides mortgage advice on a fair analysis basis. We will need to collect sufficient information from you before we can offer any advice on housing loans. This is due to the fact that a key issue in relation to mortgage advice is affordability. Such information should be produced promptly upon our request.

**Regular Reviews:** It is in your best interests that you review, on a regular basis, the products we have arranged for you. As your circumstances change, your needs may change which may result in having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to ensure that you are provided with up to date advice and products best suited to your needs.

**Policy Documentation:** Following inception of cover we will issue a policy document from the Insurer which sets out in detail the conditions applicable, operation, endorsements, terms and conditions, exceptions and warranties included. We strongly recommend that you read this document carefully and contact us in the event that you require any clarification of the details therein.

**Continuity of Cover:** In most circumstances cover will not automatically continue past the expiry of insurance period date. You should contact us ahead of the expiry date of your existing policy in relation to continuity of cover. If your policy is paid on direct debit through the Insurer Provider, the direct debit may be automatically rolled over unless you inform us otherwise.

**Remuneration:** We may earn our remuneration on the basis of a fee, commission and any other type of remuneration, including a non-monetary benefit or on the basis of a combination of these remunerations. A non-monetary benefit will only be accepted if it enhances the quality of the services to our clients. You may choose to pay in full for our services by means of a fee for selected products (refer to 'Schedule of Fees & Charges'). Where we receive recurring commission, this forms part of the remuneration for initial advice and/or for renewal of the policy. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds two hours.

A summary of the details of fees charged, commission, other reward or remuneration paid or provided to us which we have agreed with product providers is available in our office or on our website – [www.hastings.ie](http://www.hastings.ie) or [www.burkeins.ie](http://www.burkeins.ie)

In certain circumstances, it may be necessary to charge a fee for services provided. These are listed below for life, pensions & investments, non-life business and mortgages. In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below. Where it is not possible to provide the exact amount, we will provide you with the method of calculation of the fee.

If we receive commission from a product provider, this may be offset against the fee which we may charge you. Where the commission is greater than the fee due, the commission may become the amount payable to the firm unless an arrangement to the contrary is made.

We may receive payments from product providers for work transferred to us which we do on their behalf and we may be party a profit-share arrangements with product providers and may earn additional commissions. We may disclose (and will do so on request) these payments to you if they specifically relate to your policies. Any business arranged with these product providers on a client's behalf will be placed with the product provider because that product provider is at the time of placement, suitable to meet the client's requirements, taking the client's relevant information, demands and needs into account.

**Non Life (Personal & Commercial Lines):** The firm may be remunerated by a non refundable fee for the initial work activity and time spent in seeking the best terms, advice, product and Insurer for your specific needs. An administration fee may be charged for the activity involved in the renewal of the policy and alterations which take place during and/or at termination of a policy. Please refer to the 'Schedule of Fees & Charges' below. We are usually remunerated by commission received from Insurers on completion of business. Details of commission arrangements are available on our website – [www.hastings.ie](http://www.hastings.ie) or [www.burkeins.ie](http://www.burkeins.ie). Where an override commission is received, this will be disclosed in general terms. In certain circumstances additional fees may be payable for complex cases to reflect value, specialist skills or urgency. Fees for cases of this nature may be charged from a minimum of €200 per hour to a maximum of €300 per hour. We will notify you in advance and agree the scale of fees to be charged.

**Life, Pensions, Investment Based Investment Products & Investment Intermediary Services:** We are remunerated by both commission and/or fees. You may elect to deal with us on a fee basis as set out below (under 'Schedule of Fees & Charges'). A summary of the details of fees charged, commission, other reward or remuneration paid or provided to us which we have agreed with product providers is available in our office or on our website – [www.hastings.ie](http://www.hastings.ie).

**Remuneration policy - Sustainability Risks - Investment/IBIPS/Pension Advice:** We are remunerated by commission and other payments from product producers. When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider.

**Mortgages:** We may receive up to 1% of the loan for arranging mortgage finance. This commission is paid by the mortgage lender. The actual amount of commission will be disclosed at a later stage in the ESIS (European Standardised Information Sheet) which will be forwarded to you. Information on the variation in levels of commission payable by the different creditors providing credit agreements being offered are available on request. We may charge a fee for advising and arranging your mortgage application up to €250 per hour (Mortgage Advisors) and €100 per hour (Administration Support) spent for our services, this fee is non-refundable. This is not in any way an indication of mortgage/loan approval. Our fee will be notified to the lender who will include this fee into the calculation of the APRC (Annual Percentage Rate Charge). Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. You have the right to pay a fee separately and not include it in the loan. Typically, this situation arises in relation to specialist lending. Where we secure an Offer and you subsequently do not proceed with your mortgage application through our firm, we may charge you an arrangement fee up to €250 per hour (Mortgage Advisors) and €100 per hour (Administration Support) spent for our services. This will be discussed prior to submission of any loan application.

**Schedule of Fees & Charges:** We reserve the right to amend any fees should the complexity of the advice require enhanced professional services. We will confirm and agree any additional fee prior to any increased charge being applied. Any fee charged at inception of a policy may not be refunded in the event of cancellation.

Non-life Insurance Services	Initial Charge	Renewal	Alterations/Cancellations
Personal Lines	*Up to €250	*Up to €250	Up to €100
Commercial Lines	*Up to max 100% of Premium & Levies	*Up to max 100% of Premium & Levies	Up to max 100% of Premium & Levies

**Life/Pensions/Insurance Based Investment Products/Investment Intermediary Services:** We are remunerated by both commission and/or fees. You may elect to deal with us on a fee basis as follows: Up to €250 per hour (Senior Consultant) or €150 per hour (Consultant) and €100 per hour (Administration Support) spent for our services. An Annual review fee up to 0.5% of the Fund may also apply. Additional fees may also be payable for complex cases to reflect value, specialist skills or urgency of up to €250 per hour (Senior Consultant) or €150 per hour (Consultant) and €100 per hour (Administration Support) spent for our services. We will notify you in advance and agree the scale of fees to be charged.

**Mortgages:** We may receive up to 1% of the loan for arranging mortgage finance and charge a fee for advising and arranging your mortgage application up to €250 per hour (Mortgage Advisors) and €100 per hour (Administration Support). Or, in the event we have not been successful in securing an Offer or you choose not to proceed with your Offer, we may charge you a one-off fee of up to €250 per hour (Mortgage Advisors) and €100 per hour (Administration Support) on time spent for our services. This will be discussed prior to submission of any loan application.

\* On occasion we may need to charge rates different to the above depending on the complexity of the case. Such fees may be charged to a maximum of €300 per hour. We will notify you of these in advance.

If you require assistance from us which requires a significant amount of time or expertise or which is otherwise onerous on our part, we reserve the right to charge for such services, such charge to be agreed with you before we provide the services in question.

Bank charges incurred by us will be charged to the customer. The firm has a policy of charging an administration fee of €10 to cover the expenses of a returned cheque or direct debit default. A charge of €20 may be made for duplicate documentation.

Any other fee charged by a third party/product producer will be levied as part of the transaction.

As a credit intermediary we are usually remunerated by the premium/credit finance provider on arranging finance on your behalf. We may be in receipt of remuneration of up to 5% of the annual premium from the premium finance provider.

**Default on Payments:** You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. Cancellation instructions may be given to product producers in the absence of payment of the premium in full. Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documentation or product terms for the details of such terms. We may exercise our legal rights to receive payments due for services provided. Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

**Conflicts of Interest:** It is the policy of our firm to avoid any conflicts of interest in providing business services to you. However, where an unavoidable conflict arises we will advise you of this in writing before providing you with any service. A copy of our conflicts of interest policy is available on request.

**Email & SMS Service:** As part of the service provided by the firm, we may from time to time correspond with you by means of Email or Text Message in connection with your policy. The firm will only use any mobile number or email address provided by you for this purpose. In the event you change your mind and you do not wish us to communicate with you in this way, please contact the office.

**Data Protection:** We are subject to the requirements of the General Data Protection Regulations 2018 (GDPR) and the Irish Data Protection Act 2018. The firm is 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 Privacy Notice/Statement, this will be given to all out clients at the time of data collection. We will ensure that this Privacy Notice/Statement is easily accessible. Please refer to our website – [www.hastings.ie](http://www.hastings.ie) or [www.burkeins.ie](http://www.burkeins.ie), if this medium is not suitable we will ensure you can easily receive a copy by post/email. Please contact us at [Dataprotection@hastings.ie](mailto:Dataprotection@hastings.ie) if you have any concerns about your personal data. The firm may record landline telephone calls, inbound and outbound, for verification, quality and training purposes. All data captured by these facilities are managed and safely stored in accordance with all applicable Data Protection Laws.

#### **Compensation Scheme/Consumer Protection:**

**Investor Compensation Scheme:** The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act. The Investor Compensation Company Ltd (ICCL) was established under the 1998 Act to operate such a compensation scheme and our firm is a member of this scheme. Compensation may be payable where money or investment instruments owed or belonging to clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so. A right of compensation will arise only: -If the client is an eligible investor as defined in the Act, and; - If it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm, and; - To extent that the client's loss is recognised for the purposes of the Act. Where an entitlement to compensation is established, the compensation payable will be the lesser of 90% of the amount of the client's loss, which is recognised for the purposes of the Investor Compensation Act, 1998, or; Compensation of up to €20,000. For further information, contact the Investor Compensation Company Ltd on (01) 224 4955.

**Brokers Ireland Compensation Fund:** We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its member 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.

**Research/Market Security:** We use both local and international insurers/markets to obtain the best terms and conditions available. While the firm endeavours to assess the financial standards of these insurers, it cannot guarantee the solvency or continuing solvency of any insurer. Please note also that the solvency position of an insurer may change. If an insurer ceases trading we will do our best to assist our clients, but you should note that in those cases of insurer insolvency where the insurer has confirmed cover, premiums retained by us will be deemed to have been paid to that insolvent insurer and therefore it may not be possible for these funds to be returned to clients. Similarly, it may be the case that claims monies retained by us may be returnable to the insolvent insurers or their liquidators, rather than our clients. If you have any concerns or queries concerning the security or regulatory status of an insurer please contact The Central Bank of Ireland and/or the appropriate regulatory authority for the Insurer concerned.

**Claims:** It is important that you familiarise yourself with the policyholder's duties and insurers' rights as set out in the Conditions/Claims Conditions section of insurers' policy wordings. We may offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

The Consumer Insurance Contract Act 2019 (see below) includes provisions relating to claims handling. These include:

- If, in respect of the insurance contract, the insurer is not obliged to pay the full claims settlement amount until any repair, replacement or reinstatement work is completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed:
  - 5% of the settlement amount where the claim settlement amount is less than €40,000 or
  - 10% of the settlement amount where the claim settlement amount is more than €40,000
- An insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover

**Claims and Consumer Insurance Contracts Act 2019:** The Consumer Insurance Contracts Act 2019 imposes duties upon consumers (as defined below) and insurers in relation to claims handling. It also includes entitlements by insurers in relation to claims handling, limitations on deferring payment of a claim until completion of works, etc., in case of property contracts and proportionate remedies and claims handling. These include the following and are not exhaustive. Please refer to the Act at <http://www.irishstatutebook.ie/>:

- Any clause in a contract of insurance that refers to a "material change" shall be interpreted as referring to changes that take the risk outside that which was within the reasonable contemplation of the contracting parties when the contract of insurance was concluded.
- The consumer must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.
- The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.
- If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. (The insurer is under the same duty).
- If the consumer makes a false or misleading claim in any material respect (and knows it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

(A "consumer" has the meaning given to it by paragraph (a) of the definition of that expression (as it is defined in relation to a financial service) in section 2(1) of the Financial Services and Pensions Ombudsman Act 2017 but, for the purposes of this Act, that paragraph (a) shall apply as if references in it to "financial service" and "financial service provider" were construed, respectively, as references to "consumer insurance contract" and "insurer" within the meaning of this Act).

Where a consumer fails to comply with the Consumer Insurance Contracts Act 2019, a court of competent jurisdiction- may order that the sum otherwise recoverable in a claim under a contract of insurance shall be reduced in proportion to the breach involved

**Complaints:** Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. We will acknowledge your complaint within 5 business days and we will fully investigate it. We will investigate the complaint as swiftly as possible, and, the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are not entirely satisfied with the firm's handling of and response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). A full copy of our complaints procedures is available on request.

**Cooling Off Period and Cancellation:** A consumer who purchases an insurance policy over the phone or through the internet, without any face-to-face contact has the right to withdraw from an insurance policy (as defined by SI No 853 of 2004 - European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004) within 14 days of the start date of the policy (30 days in the case of Life Insurance or a Personal Pension).

Under the Consumer Insurance Contracts Act 2019, a consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover. This does not affect the notice periods provided under other relevant legislation (e.g. The European Union (Insurance and Reinsurance) Regulations 2018 (SI No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (SI No. 853 of 2004) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies and only on sales that took place on a non-face to face basis (distance sales). The right of giving notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover. The right to cancel does not apply where, in respect of life insurance, the contract is for a duration of six months or less, or in respect of general insurance, the duration of the contract is less than one month. You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. A court of competent authority can reduce the pay-out to you where you are in breach of your duties under the Act, in proportion to the breach involved.

You, the customer can apply to cancel your policy outside the cooling off period at any time by giving notice to the firm in writing. Policy cancellation is subject to the terms and conditions of your policy. Please note that any fee charged at inception of a policy will not be refunded in the event of cancellation.

**Force Majeure:** Neither party will have any liability for any failure or delay in performing because of a force majeure event. Force majeure means an event beyond the reasonable control of a party.

**Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments**

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 1<sup>st</sup> September 2021 alters consumers' duty of disclosure:

- You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the “average consumer”. 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.
- Specific questions will be asked. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

An insurer may repudiate liability or limit the amount paid on foot of the contract of insurance, only if it establishes that non-disclosure of material information was an effective cause of the insurer entering into the relevant contract of insurance and on the terms on which it did.

**Completed proposal forms/statement of fact**

Completed proposal forms or Statements of Facts will be provided to you. These are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

**Commercial Customers: Non-Consumer Disclosure of Information (see reference to definition of “Consumer” in “Claims and Consumer Insurance Contracts Act 2019” above**

Non-Consumer Commercial clients have no duties and rights under the Consumer Insurance Contracts Act 2019 and therefore it is essential that you bring to our attention any material alteration in risk such as changes of address, use of premises etc. Any failure to disclose material information may invalidate your claim and render your policy void.

Please note that due to the complexity of the firm's data management system throughout the branch network, any information or material facts disclosed at/to one branch WILL NOT automatically reflect on the firm's system across all branches. Therefore it is important that where you hold policies in different branches throughout the firm, any information or material fact disclosed in one branch must also be disclosed in any other branch where policies may be held. In all circumstances you should ensure that information which is stated on proposal forms and Statements of Fact are true and accurate.

**IF YOU REQUIRE CLARIFICATION CONCERNING ANY MATTER CONTAINED IN THE FIRM'S TERMS OF BUSINESS DOCUMENT PLEASE CONTACT US FOR GUIDANCE**

**Please retain a copy of this Terms of Business for your reference**

**Effective Date 1<sup>st</sup> September 2021 (Version 3)**