

These terms of business set out the basis on which A R Brassington & Company Limited trading as Brassington Insurance and/or Quickcover, a wholly owned subsidiary of Aston Lark Group Ltd will provide business services to you as a client of the firm. They also contain details of our regulatory and statutory obligations and the respective duties of both the firm and you in relation to such services.

We are not tied to any insurer and no insurer holds any shareholding in us or any of our subsidiaries or associated companies. We do not have any holdings or voting rights in any insurer.

Authorised Status

A R Brassington & Company Limited (hereinafter referred to as “Brassington Insurance/Quickcover”) is authorised by the Central Bank of Ireland as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. (Registration Reference C1400). This firm is registered as a credit intermediary under the Consumer Credit Act 1995. Copies of our authorisations are available on request.

Statutory Codes

Brassington Insurance/Quickcover is subject to, and complies with, the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards as laid down by the Central Bank of Ireland. These Codes offer protection to consumers. These codes can be found on www.centralbank.ie.

Services Provided

Brassington Insurance will offer advice on a fair and personal analysis of the market in relation to most classes of general (non- life) insurance policies. This means we will research the marketplace, recommend and provide the most appropriate product to suit your needs. We will identify and select a suitable product producer and on receipt of your instructions we will transmit orders on your behalf to one or more product producers (a list of which is available on request).

Brassington Insurance will only offer advice on a limited analysis of the market in relation to Insurance Intermediary Professional Indemnity Insurance. Cover will be offered with product producers that have granted us delegated underwriting authority; specifically, CGPA Europe (‘CGPA’) and Chaucer Insurance Company DAC (‘Chaucer’).

When you seek cover via Quickcover.ie, we will not provide a recommendation about the insurance products offered. This means it is your responsibility for ensuring that a product is suitable for you.

When you seek Travel insurance via Quickcover.ie, cover will be offered from a single product producer that has granted us delegated underwriting authority; specifically, Lloyd’s Insurance Company SA.

When you seek Pet, Wedding, Car Hire Excess, Gadget or Backpacker Travel insurance via Quickcover.ie, cover will be offered via Blue Insurance Limited, an insurance intermediary.

Brassington Insurance/Quickcover is remunerated by insurance undertakings and product producers on a commission basis, the level of which is determined by the class of business being undertaken. An administration fee is also charged in the following circumstances, the placing/arranging of new business, the activity involved in the renewal of the policy and also any alterations that take place during and at termination of a policy. We are usually remunerated by commission received from the product producers/insurers for the work involved in placing or renewing an order and finalising the product with them on your behalf. Details of commission arrangements are available on our website (Some product producers do not pay a commission).

The following table outlines the scale of administration fees which are charged by Brassington Insurance/Quickcover.

	Initial Fee	Renewal	Alteration/ Cancellation
Motor	Up to a max of €50	Up to a max of €50	Up to a max of €25
House	Up to a max of €50	Up to a max of €50	Up to a max of €25
Commercial	Up to 15% of the premium	Up to 15% of the premium	Up to a max of €50
Travel	Not applicable	Not applicable	Not applicable

We reserve the right to amend these fees should the complexity of the product require a higher fee. We will confirm and agree this fee with you prior to any increased charge being applied.

A fee of €20 will be charged for all duplicate documentation.

Conflict of Interests

It is the policy of Brassington Insurance/Quickcover to avoid any conflict of interest when providing insurance services to its clients. However, where an unavoidable conflict may arise we will advise you of this before proceeding to provide any business service. If you have not been advised of any such conflict you are entitled to assume that none arises.

Premium Handling

Brassington Insurance/Quickcover will in the course of carrying on insurance distribution, handle client money in accordance with the Central Bank of Ireland’s Premium Handling Rules, which are designed to protect you.

We will accept payments in cash, by cheque, credit / debit cards or electronic bank transfer in respect of all classes of insurance in the circumstances permitted under our regulatory authorisations. We are not authorised to accept cash or negotiable instruments in any other circumstances.

Credit Policy

Credit will not be extended to clients. Premiums are due on / or before renewal / inception date. Under the Central Bank legislation very strict rules apply in the payment of premiums to Insurance companies. We will not be able to pay premiums to insurers which have not been received from clients. Therefore, to avoid policy cancellation, premiums must be paid strictly within the credit terms, if agreed, otherwise immediately prior to cover inception.

Payment will be accepted in cash (limited to €500), credit card (limited to €1000 per transaction), cheque or bank draft and in certain circumstances direct debit. If payment by direct debit results in the imposition of an extra charge you will be notified.

Cancellation Cooling off Period

A consumer is defined by the Distance Marketing Directive, as a natural person acting for purposes outside his/her trade, business or profession. Where You qualify as a consumer under this directive You have the right to withdraw from an insurance policy which was provided at a distance (i.e., via internet or via telephone, without any face to face contact with Brassington Insurance/Quickcover) within 14 days of the start date of the policy or the date You received the policy schedule, whichever is the later, without penalty and without giving any reason under S.I. No. 853/2004 European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 – this is known as the Cooling Off Period. This right to withdraw does not apply to any insurance policy under which insurance cover is provided for less than 1 month. In relation to Life Assurance and Pension products, you may withdraw within 30 days of inception date of the policy or the date You received the policy schedule, whichever is the later (i.e. the Cooling Off Period is extended to 30 days). The right of withdrawal must be exercised by notice in writing to Brassington Insurance/Quickcover, quoting Your policy number. Should this right be exercised the Insurance Company may charge a pro rata premium for the period You are on cover. Any fee or charge paid by the consumer to Brassington Insurance/Quickcover for work carried out prior to cancellation shall not be refundable. If the cover is motor insurance the premium cannot be refunded and/or issued until the Certificate of Insurance and Windscreen Disc have been received by Brassington Insurance/Quickcover. The rights under this directive do not affect Your rights as a consumer under the Consumer Insurance Contracts Act 2019.

You, the customer can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by Brassington Insurance/Quickcover have been paid and provided that no incident giving rise to a claim has occurred in the current period of insurance, you will be entitled to a proportionate return of the premium for the un-expired period of insurance unless the policy is on a minimum and deposit basis, and if this is the case, no return will be allowed on the policy and this will be noted on your policy schedule. If you cancel during the first year (outside of the Cooling Off period) short term rates apply, please see policy terms and conditions. In the case of cancellation of motor insurance you must return the Certificate of Insurance and Windscreen Disc to Brassington Insurance/Quickcover. Insurance companies normally reserve the right to cancel policies at any time by giving appropriate notice to your last known address. Please refer to your policy terms and conditions.

Failure to Pay or Default

We reserve the right to instigate cancellation proceeding 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 due to insufficient funds or any other reason
- non disclosure of relevant information
- insurer imposed cancellation

Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents.

Complaints Procedure

The company has a written procedure in place for the effective consideration and handling of complaints. Any complaints should be addressed in writing to the Managing Director, A R Brassington & Company Limited or Quickcover, 10 The Courtyard, Kilcarbery Park, Nangor Road, Dublin 22 or info@brassington.ie.

Each complaint will be acknowledged by us within 5 working days of receipt, updates will be advised in intervals of not more than 20 working days, we will endeavour to resolve the complaint within 40 business days and findings will be furnished to you within 5 working days of completion of the investigation. In the event that you are not satisfied with the firm's handling of and response to you, you may have the right to complain to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, email info@fspo.ie and website www.fspo.ie.

Investor Compensation

Brassington Insurance/Quickcover is a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. The legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. However, you should be aware that a right to compensation would only arise where client money or investment instruments held by this company on your behalf cannot be returned, either for the time being or for the foreseeable future, and where the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation, or €20,000.

Data Protection

Brassington Insurance/Quickcover complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

We are defined as a Data Controller under the Data Protection legislation. We collect your personal details in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure it is only used for legitimate purposes. To fulfil these objectives, we may share information with other affiliated professionals.

Brassington insurance/Quickcover is committed to protecting 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 only be processed in ways compatible with the purposes for which it was given and as outlined in our Privacy Notice.

We will ensure that this Privacy Notice is easily accessible. Please refer to [the privacy notice on our website](#), if this medium is not suitable we will ensure you can easily receive a hard copy on request.

Please contact us at p.carty@brassington.ie if you have any concerns about your personal data.

Your Obligations

When instructing us to place or to renew insurances, your obligations will differ depending on whether you are classed as either a consumer or a commercial client.

Consumer – Duty not to make a misrepresentation

If you are a consumer as defined by the Financial Services and Pensions Ombudsman Act you must answer all questions posed by us or the insurer honestly and with reasonable care so as not to make a misrepresentation to insurers. Failure to comply with this duty may mean that the policy is void and the insurer may not be liable to pay all or some of your claim(s). 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. Please see Appendix A for Consumer Insurance Contract Act 2019 information, which provides further information relevant to you the consumer, including yours and insurers pre and post contractual obligations.

Commercial Client (Non-Consumer) –Duty to disclose material facts

When instructing us to place or to renew insurances, you have a duty of disclosure, meaning it is your responsibility to fully disclose, in a clear and accessible manner, all material facts regarding your insurance policy. A material fact is any information which may influence the acceptance or assessment of your proposal or alter the judgment of an Insurer in assessing risk. All material facts should be disclosed and if you are unsure as to whether a fact is material, it should be disclosed. This duty continues throughout the term of your insurance.

A material change is any information which may alter the judgement of insurers that has not previously been disclosed as a material fact. Any material change that occurs after the arrangement of any insurance must be disclosed to Insurers as this duty continues throughout the term of Your insurance.

As your circumstances change, your needs will also change. You must advise us of any changes and request a review of the relevant policy so that we can ensure that you are provided with up to date advice and a product best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review may result in you having insufficient insurance cover.

All answers or statements given verbally, on a proposal form, claim form or other document relevant to your insurances will be your responsibility and you should always check the accuracy of the information you provide

to us and/ or insurers. Failure to comply with your duty of disclosure may mean that the policy is void and the insurer may not be liable to pay all or some of Your claim(s). You should seek our advice if you are in any doubt as to your obligations.

Effective Date

These terms of business are effective for all of Brassington Insurance/Quickcover's business and transactions on or after 16th February 2022, subject to a copy being issued to our existing and prospective clients in advance of, or as soon as practicable, after such transactions. A copy having once been issued, said terms apply to all and any subsequent transactions unless and until amended terms of business are issued or otherwise notified to clients.

Appendix A – Consumer Insurance Contracts Act 2019

This section, and the duties and rights under same, applies only to policies governed by Irish Law, where the policyholder is a consumer as per definition set out below – it does not apply to any other policyholder.

1. DEFINITION

The following definitions are set out in the Consumer Insurance Contracts Act, 2019:

“consumer”, in relation to a financial service, means—

- (a) (i) a natural person, not acting in the course of business,
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that—
 - (I) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
 - (II) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million,

that—

- (A) is a customer of a financial service provider,
- (B) is a person or body to whom a financial service provider has offered to provide a financial service, or
- (C) has sought the provision of a financial

service,

- (b) a consumer who was, in relation to a credit agreement, a customer of the financial service provider in a case where a credit servicing firm undertakes credit servicing in respect of the credit agreement concerned,
- (c) an actual or potential beneficiary of a financial service, or
- (d) an employee or a former employee entitled to benefit from an income continuance plan;

“consumer”, in relation to a pension product, means an actual or potential beneficiary of an occupational pensions scheme, a trust RAC or a PRSA who believes they have suffered financial loss because of maladministration of the scheme, trust or PRSA, as the case may be;

2. NEW BUSINESS & RENEWAL

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. 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 only on sales that took place on a non-face to face basis (distance sales). The giving of 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. This right to cancel does not apply where, in respect of life assurance 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.

Insurers may also request an update on information you previously provided, which the insurer shall specifically describe and provide you with a written copy of the matter previously disclosed. You must respond honestly and with reasonable care to any such requests. Where you continue to pay the premium, without response, it shall be presumed that the information previously provided has not altered. Renewal of the contract by insurers shall not be taken to remedy any previous breach of your duty of disclosure arising under this Act

3. PAYMENT OF PREMIUM

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.

4. ALTERATION OF RISK

Any clause in a contract of insurance that refers to a "material change" will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the contracting parties when the contract was concluded.

5. CLAIMS HANDLING

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty). If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed:

- (a) 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or
- (b) 10% of the claim 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. You 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. If you make a false or misleading claim in any material respect (and know 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.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and it will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract. A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.