

These terms of business set out the basis on which A.R. Brassington & Co Ltd trading as Brassington Insurance and / or QuickCover.ie 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.

**Authorised Status**

A.R. Brassington & Co Ltd. (hereinafter referred to as "Brassington Insurance / QuickCover.ie") 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.ie 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](http://www.centralbank.ie).

**Services Provided**

Brassington Insurance / QuickCover.ie will offer advice on an "fair analysis" basis 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).

For all other product types, we offer a "limited analysis" basis in relation to general (non-life) insurance policies. This means we will research the marketplace available to us, recommend and provide the most appropriate product to suit your needs. Where we have applied limited analysis, we will advise you accordingly.

When you seek cover for Motor via Brassington, cover will only be offered from product producers from which ARB Underwriting Ltd hold binding authorities.

When you seek cover for Travel via QuickCover.ie or Brassington.ie, cover will be offered from product producers from which AR Brassington & Co holds binding authorities.

When you seek cover for pets, weddings, car hire excess or gadgets via QuickCover.ie or Brassington.ie, cover will be offered via Blue Insurance Limited.

Brassington Insurance will only offer Insurance Intermediary Professional Indemnity Insurance with CGPA Europe ('CGPA') and Chaucer Insurance Company DAC ("Chaucer"), however, we are not a tied agent of either insurer.

Brassington Insurance / QuickCover.ie has a life assurance agency with Zurich Insurance and maintains a group life assurance, serious illness, personal accident scheme with that insurer. We therefore provide these types of cover on a 'limited analysis' basis. Brassington Insurance / QuickCover.ie does not conduct any individual life assurance or investment business.

Brassington Insurance / QuickCover.ie 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 request (some product producers do not pay a commission).

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

	<b>Initial Fee</b>	<b>Renewal</b>	<b>Alteration/ Cancellation</b>
<b>Motor</b>	Up to a max of €50	Up to a max of €50	Up to a max of €25
<b>House</b>	Up to a max of €50	Up to a max of €50	Up to a max of €25
<b>Commercial</b>	Up to a max of 15%	Up to a max of 15%	Up to a max of €50
<b>Travel</b>	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. Life assurance contracts offered to clients as part of a group scheme, Brassington Insurance / QuickCover.ie will receive commission from Zurich and no administration fee will be charged.

**Conflict of Interests**

It is the policy of Brassington Insurance / QuickCover.ie 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.ie 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

As a "consumer" (as defined by SI No. 853 of 2004) you have the right (except in respect of short term policies such as Travel) to withdraw from a general (non-life) insurance policy (as defined under SI No. 853 of 2004) within 14 days of the start date of the policy without penalty and without giving any reason – this is known as the Cooling Off period. For life assurance policies, you can withdraw within 30 days. The right of withdrawal may be exercised by notice in writing to Brassington Insurance / QuickCover.ie, quoting your policy number. Should this right be exercised, the Product Producer/Insurer may charge a pro rata premium for the period you are on cover. If the cover is motor insurance the premium cannot be refunded until the Certificate of Insurance and Windscreen Disc have been received by Brassington Insurance / QuickCover.ie.

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.ie 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.ie. 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 of A.R Brassington & Co. Ltd. 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 have the right to complain to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, email [info@fspoi.ie](mailto:info@fspoi.ie) and website [www.fspoi.ie](http://www.fspoi.ie).

### Investor Compensation

Brassington Insurance / QuickCover.ie 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.ie 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 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](mailto:p.carty@brassington.ie) if you have any concerns about your personal data.

### Consumer Insurance Contract Act 2019

Following the commencement of the Consumer Insurance Contract Act 2019 which was implemented to protect consumers. There is important information that you should be aware of and we are bringing to your attention. There are obligations on you as the consumer and duties that you must fulfil at the various stages of the process of arranging and renewing your Insurance policy. So please read the following

information very carefully and if you have any questions please ask a member of our staff.

#### New Business & Renewal:

A consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 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 notice periods already in place, i.e. 30 days in respect of life policies and 14 days in respect of general policies under respective pieces of legislation). The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

#### Post-Contract Stage and Claims:

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 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or 10% of the claim settlement amount where the claim settlement amount is more than €40,000.

An insurer may refuse a claim made by a consumer 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.

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.

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.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they must notify the consumer advising that they are avoiding the contract of insurance. 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.