

Hastings (Westport) Ltd t/a Hastings Insurance Brokers, Irishweddinginsurance.ie & Mytravelinsurance.ie ♦ David Flannelly (Holdings) Ltd t/a Flannelly Insurances & Hastings Insurance Brokers ♦ Pat Hardiman Insurances t/a Hastings Insurance Brokers, thereafter referred to as 'the firm'. Registered office: The Octagon, **Westport**, Co. Mayo. **Tel (098) 27227 | Fax (098) 27965 | Email: [info@hastings.ie](mailto:info@hastings.ie) | Web: [www.hastings.ie](http://www.hastings.ie)**. Registered in Ireland. Company registration no's: Hastings (Westport) Ltd 233849 | David Flannelly (Holdings) Ltd 127825 | Pat Hardiman Insurances Ltd 63406. In addition we have the following branch offices:

Market Square, <b>Castlebar</b> , Co Mayo	<b>Tel (094) 9023193   Fax (094) 9024395</b>
Unit 4, Chapel Lane, <b>Claremorris</b> , Co Mayo	<b>Tel (094) 9362137   Fax (094) 9373466</b>
Unit 3-5, DMek Centre, Teeling Street, <b>Ballina</b> , Co Mayo	<b>Tel (096) 21599   Fax (096) 70392</b>
Dublin Road, <b>Tuam</b> , Co Galway	<b>Tel (093) 24868   Fax (093) 24044</b>
Unit 2, Adelaide Building, Wine St Car Park, <b>Sligo</b>	<b>Tel (071) 9148000   Fax (071) 9147299</b>

- ♦ Hastings (Westport) Ltd t/a Hastings Insurance Brokers, Irishweddinginsurance.ie & Mytravelinsurance.ie is regulated by the Central Bank of Ireland
- ♦ David Flannelly (Holdings) Ltd t/a Flannelly Insurances & Hastings Insurance Brokers is regulated by the Central Bank of Ireland
- ♦ Pat Hardiman Insurances Ltd t/a Hastings Insurance Brokers is regulated by the Central Bank of Ireland.

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**Terms of Business:** These terms of business set out the basis on which the firm will provide business services to you. 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:** The firm is regulated by the Central Bank of Ireland under the Investment Intermediaries Act 1995 (as amended). The firm is also registered as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended). Hastings (Westport) Ltd and David Flannelly Holdings Ltd is regulated by the Central Bank of Ireland as a Mortgage Intermediary under the Consumer Credit Act, 1995 (as amended). David Flannelly (Holdings Ltd) is authorised to act as a deposit broker and to give advice in relation to deposits. The firm acts as Credit Intermediary under the Consumer Credit Act 1995 and is authorised by the Competition and Consumer Protection Commission. Copies of our various authorisations are available upon request

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

**Services Provided:**

**Life & Non-Life insurance policies:** We will offer advice on a fair analysis basis in relation to all classes of Life & Non-Life insurance policies. This means we will research the market place and will identify and recommend a suitable product from Insurers: **Insurers** is the collective word we use throughout this document for the following: Insurance Company/Product Provider/Underwriting Agencies/Insurance Undertaking. We offer our clients an extensive choice of suitable products that best serve their needs and circumstances. On receipt of your instructions we will transmit orders on your behalf to one or more the Insurers with whom we hold a written appointment (a list of which is available on request).

**Health Insurance:** The firm holds an appointment with Irish Life Health dac (Trading as part of the Irish Life Group) (Formerly Aviva Health Insurance Ireland Ltd) and can assist with selection of the most suitable health insurance plan for your needs. Whilst we can provide you with an analysis of your health insurance needs, comparing and contrasting the various plans that are available on the market, we can only place your business with Irish Life Health dac.

**Dental Insurance:** The firm holds an appointment with ARB Underwriting Ltd to provide Dental Insurance. Cover is underwritten by DeCare Dental Insurance Ireland Ltd. When purchasing Dental Cover, this is provided on the basis that no advice or any recommendation is given for the purchase of this product and that you have made your own decision as to whether this product is suitable for your needs. Refer to individual policy terms and conditions for cover and underwriting details.

**Wedding & Travel Insurance:** Irishweddinginsurance.ie is a registered business name of Hastings (Westport) Ltd who have an arrangement with one chosen Insurer to provide cover for wedding 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 wedding insurance and/or travel insurance through Irishweddinginsurance.ie and/or Mytravelinsurance.ie via the internet, this is provided on the basis that no advice or any recommendation is given for the purchase of any of these products and that you have made your own decision as to whether these products are suitable for your needs. Refer to individual policy terms and conditions for cover and underwriting details.

**Premium Finance Credit:** As an authorised Credit Intermediary the firm can arrange Premium Finance Credit.

**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. The firm may at times offer additional products to enhance cover to a product, not included in the policy offered by the provider. You do not need to purchase this optional extra in order to buy the main product or service.

**SMS Service:** As part of the service provided by the firm, we may from time to time send out a text message informing you of information in connection with your policy. The firm will only use the number of the mobile number you provided to send this information. The firm will not be held responsible for the successful and timely arrival of the text message or will it guarantee full availability or performance of this service and does not accept any liability for transmission delays.

**Conflict of Interest:** It is our policy to avoid any conflicts of interest when providing business services to our 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:** The firm will accept payments in cash, by cheque, bank draft, debit card, credit card or bank transfer (details upon request) in respect of all classes of general insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act 1995. The firm will accept payments by cheque payable to the Insurer only in respect of all classes of Life Insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act 1995. The firm is not authorised to accept cash or negotiable instruments in any other circumstances. A Receipt (Section 30 or otherwise) will be issued for all monies paid and clients should retain these in a safe place. Premiums are due on/or before renewal/inception date. Under the Central Bank of Ireland's legislation very strict rules apply in the payment of premiums to Insurers. We will not be able to pay premiums to Insurers which have not been received from the client. Therefore, to avoid policy cancellation, premiums must be paid prior to cover incepting.

**Premium Returns:** On occasions we may require to offset return premiums due to you against any outstanding balance incurred on your account. In each case, we will seek your written authority to agree to any return premium being offset in this way.

**Failure to Pay or Default:** Insurers reserve the right to instigate cancellation proceedings 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;
  - Provision of incorrect or inaccurate information;
  - Non return of necessary documentation within the required timeframe;
  - Insurer imposed cancellation;
  - If you fail to pay or default on your direct debit payments or loan repayments to an Insurance Premium Finance Provider, the provider will instruct the firm to cancel policies which are the subject of the loan agreement and obtain pro rata refunds where these are due under a policy, from your Insurer. These will be payable to the Finance Provider and any shortfall between the return premium and any outstanding balance will be due in full to the Finance Provider or Hastings Insurance Brokers, whichever applies. In this instance your policy(ies) will be cancelled and you will no longer have insurance cover;
- Your Insurer may cancel your policy in certain circumstances. These conditions are clearly outlined in all policy documents. When your policy ends or is cancelled, we will send you any documentation and information that you are entitled to on request;
- In the event of any default on payments due under any policies of insurance including Life, Mortgage, Pension or other related products arranged for you, Insurers may withdraw benefits. Mortgage lenders may seek 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.

**Premium Discrepancies:** In many cases we will accept instructions for onward transmission to the Insurer, verbally as well as by email, facsimile, letter or otherwise to effect cover on a given risk. Where an instruction is transmitted in this way you cannot assume that this has been acted upon until such time you have received confirmation from the firm. See 'Scale of Fees' heading for policy alterations/cancellations. Occasionally Insurers will quote a premium and when the policy document or endorsement is issued, the actual charge may differ slightly.

**Remuneration Policy:** The firm is remunerated by a professional 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 is also charged for the activity involved in the renewal of the policy and also any alterations that take place during and/or at termination of a policy. We are usually remunerated by commission received from the Insurers for the work involved in placing an order and finalising the product with them on your behalf and/or based on a level of business introduced. Details of commission arrangements are available on request.

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.

In certain circumstances it will be necessary to charge a fee for services provided. Where fees are chargeable, we will notify you of these in advance in writing. Both for consultancy and business services, we offer our clients the option to pay in full for our services by means of a fee, or a mix of commission and/or fee only basis, in cases where commission is paid in full or part, towards the remuneration of the company of such business.

**Data Protection:** Under the provisions of the Data Protection Act 1988 and 2003, the firm collects 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 within the Hastings Group and with other affiliated professionals. The information and other data provided to our office may be used to advise you of other products and services we may offer from time to time. We would like to contact you by way of letter, email, or telephone. If you do not wish to receive such marketing information please indicate in the box on the Suitability Statement attached or contact the office direct. You have the right at any time to request a copy of any 'personal data' within the meaning of the Data Protection Act 1988 (as amended or re-enacted from time to time) that our office holds about you and to have any inaccuracies in that information corrected. To request a copy of the personal data held on your file, please write to the firm. A fee up to €6.35 may be charged to cover administration expenses. The firm records all 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 the Data Protection Act.

**Schedule of Fees & Charges:** Payments made by Credit/Debit Card will be subject to a handling charge, depending on the type of card and its origination. We will discuss this with you in more detail and advise you of the % rate to be charged prior to any payments taken from your card. We reserve the right to amend any fees should the complexity of the advice require enhanced professional services. We will confirm and agree this fee with you prior to any increased charge being applied. For insurance consultancy services, the professional fee will be charged on time spent for the work carried out taking into consideration the specialist skills, complexity,

value, risk and urgency involved. Fees will be discussed and agreed with you in advance of work taking place on your behalf. Any fee charged at inception of a policy will not be refunded in the event of cancellation.

	<b>New Business</b>	<b>Renewal</b>	<b>Policy Alterations/Cancellations /Lapses</b>
<b>Personal Lines</b>	Up to a max of €250	Up to a max of €250	Up to a max of €100
<b>Commercial Lines</b>	Up to a max of 45% of the premium & levies	Up to a max of 45% of the premium & levies	Up to a max of 25% of the premium & levies
<b>Life Insurance, Mortgages, Pensions &amp; Other Investments</b>	Consultation fee may apply	n/a	n/a
<b>Duplicate Documents</b>	€20.00	€20.00	€20.00
<b>Returned Cheque/ Direct Debit Default</b>	Up to €10 Admin Fee	Up to €10 Admin Fee	Up to €10 Admin Fee
<b>Consultancy Services – Senior Consultant</b>	Up to a max of €200 per hour (ex VAT) or part thereof	Up to a max of €200 per hour (ex VAT) or part thereof	Up to a max of €200 per hour (ex VAT) or part thereof
<b>Consultancy Services– Staff</b>	Up to a max of €75 per hour (ex VAT) or part thereof	Up to a max of €75 per hour (ex VAT) or part thereof	Up to a max of €75 per hour (ex VAT) or part thereof

**Complaints Procedure:** The firm has a written procedure in place for the effective consideration and handling of complaints. Any complaints should be addressed to the General Manager, Hastings (Westport) Ltd or we accept verbal complaints. Each complaint will be acknowledged by us within 5 business days of receipt, updates will be advised in intervals of not more than 20 business days, we will endeavour to resolve the complaint within 40 business days and findings will be furnished to you within 5 business days of completion of the investigation. In the event that you are not entirely satisfied with the firms handling of and response to your complaint you have the right to refer the matter to the Financial Services Ombudsman Bureau, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2 (Tel: 1890 88 20 90, email: enquiries@financialombudsman.ie) or the Pensions Ombudsman, 4<sup>th</sup> Floor, Lincoln House, Lincoln Place, Dublin 2 (Tel: 01 6766002, email: info@pensionsombudsman.ie).

**Investor Compensation:** We are members of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. This legislation provides 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. 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. Full details are available on request. As a member of the Irish Brokers Association (IBA), we are also a member of the IBA Compensation Fund Ltd. Subject to the rules of the scheme the liabilities of its member firms up to a maximum of €100,000 per client (€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 ICCL (established by law) has failed to adequately compensate any client of the member.

**Money Laundering & Terrorist Financing:** The firm reserves the right to request any facts about you which it reasonably believes it needs to know in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended).

**Research/Market Security:** We use both local and international Insurers/markets to obtain the best terms and conditions available. We do not, and can not, guarantee the financial security of any Insurer. If you have any concerns or queries concerning the security offered or regulatory status of an Insurer please contact The Central Bank of Ireland and / or the appropriate regulatory authority for the Insurer concerned.

**Customer Duty to Disclose Information:** It is your responsibility to provide complete and accurate information when arranging an insurance policy, throughout the life of a policy, and at renewal. It is important that you ensure all information provided and all statements made on proposal forms, claim forms, and other documents are, to your knowledge and belief are complete and accurate. Failure to disclose any material information including previous insurance claims may result in policy cancellation and could invalidate your insurance cover, consequently all or part of any claim may not be paid. This may also result in difficulty purchasing insurance elsewhere. In the case of property insurance, the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property. On your request, we will endeavour to assist you with any queries concerning the completion of any proposal forms, claim forms and other documents. It is your responsibility to ensure that any information provided is correct before signing and submitting to the Insurer.

**Claims:** It is essential that we are notified immediately of any claims or circumstances which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. The policy wording will describe in detail the procedures and conditions in connection with making a claim. It should be noted that there is no cover for defence costs incurred without Insurers prior consent. In the case of a property or motor insurance policy, in the event of a claim the Insurer may appoint its own builder or other expert to undertake restitution work on the property or motor vehicle. You may also appoint a loss assessor to act in your interests but any such appointment will be at your own expense.

**Cooling Off Period and Cancellation:** A consumer (as defined by SI No 853 of 2004) 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 under SI No 853 of 2004) within 14 days of the start date of the policy (30 days in the case of Life Insurance or a Personal Pension) without penalty and without giving any reason – this is known as the 'Cooling Off' period. The right of withdrawal may be exercised by notice in writing to us, quoting your policy number. Should this right be exercised the 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 us. You, the customer can cancel your policy by notice in writing at any time by giving notice in writing subject to the

terms and conditions of your policy, provided that all reasonable charges pertaining to costs incurred by the firm 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 the policy schedule.

**Governing Law and Language:** The laws of Ireland form the basis for establishing relations between you and the firm. All contracts, terms, conditions and communications relating to any policies you may enter with this firm will be in English. The terms set out above apply to any service provided to you after the date of this Terms of Business and should the firm change its terms you will be notified in advance.

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

### **IMPORTANT NOTICE**

**We want to clarify for you the Responsibilities you have on your side of an Insurance Policy so that your policy is arranged to give you the protection you need. Insurers need to be informed of many important and material facts so they can be there to give the maximum support when you need them.**

#### **Duty of Disclosure**

You are entering a Legal contract with an insurance company, via Hastings Insurance Brokers.

You are obliged to answer all questions honestly and to the best of your knowledge and disclose all information as set out on any proposal form/statement of fact. If you have any questions, then we are here to answer them fairly.

We would like to ensure that ALL claims are paid for you, but unfortunately, we may find ourselves defenceless to assist you, when ALL the facts are NOT disclosed at the outset. Please also remember that ANY material change to the risk once the policy is taken out MUST be advised to us and this includes both at renewal and any other time while the policy is in force.

Failure to disclose information or misrepresent any fact which may influence the Insurers decision to accept the risk on the terms offered could invalidate the policy from inception which means that claims may not be paid in full or maybe not at all. This failure to disclose could also create huge difficulties for you in purchasing insurance elsewhere, and could breach the terms and conditions attaching to any loan secured on your property. You must check that all the facts are correct on any Proposal Form or Statement of Fact, and in particular, prior to signing the document, in any situation where you might have received assistance in completing the form. PLEASE make sure you read all documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Please ask us if you are unsure of anything. PLEASE also read the Warranties and Conditions which apply to your policy. If you break a Condition or Warranty Insurers might not pay your claim. PLEASE inform us immediately of any changes in circumstances which may affect the cover provided by your policy.

**Such Items Include:-** This is not an exhaustive list of examples but could include any of the following:

- **Any Accidents;**
- **All Previous/On-going Claims or Incidents** (even where a claim is made and did not succeed, or occurred a number of years ago, it will be recorded on a Common Claims Register, to which most Insurers have access. This register will be checked once a claim is lodged. If you omit to tell your Insurer of a previous claim, medical history or incident that may have given rise to a claim, then any future claim by you, for any cover under the policy will not be entertained);
- **All Convictions** (both motoring and civil, pending or received at anytime in the past);
- **Whether you have previously been refused insurance;**
- **Medical Conditions;**
- **All Penalty Points Incurred in the passed or Convictions Pending** (whether on your license or not. Insurers now have full access to the points register and they will check it. If you make a claim under your policy and have not disclosed any penalty points this could affect the outcome of your claim);
- **Accurate Description of the Risk to be Covered** (modified/adapted or left hand drive vehicle must be disclosed. Registered owners of the vehicle – remember the policy holder must be the registered owner of the vehicle insured under the policy of insurance. Standard property construction means built of brick, stone or concrete and may include inner timber frames – roofed with slates, tiles, asphalt, metal or concrete. Any non-standard and its area must be declared); NB. Torch on Felt or any other Bituminised Felt on a timber decking is Non-Standard and its area must be declared.
- **Changes in Occupation; Change of Address; If you are intending to take your car abroad;**
- **Changes in Sums Insured; Changes in Occupancy** (any un-occupancy of your property, partial or otherwise must be advised);
- **Amendment to any business activities; acquisition of new premises or the disposal of existing ones;**
- **Additions or amendments to buildings or contents;**
- **Changes to processes, together with changes of use or practice in the storage of hazardous goods;**
- **Installation, alteration or disconnection of fire/security systems, sprinklers and water supply.**
- **Certificates of Road Worthiness and Certificates of Ownership.** All cars 4 years and over must have a current valid NCT. All commercial vehicles must have a current valid DOE certificate as required by Law. A Certificate of Ownership (VLC) must be made available for inspection. Insurers may request these at inception or any time in the future. Failure to have such documents may invalidate your policy in the event of a claim.

If you are in any doubt as to what is a material fact and whether it should be disclosed, please disclose it anyway.

#### **IF YOU ARE UNSURE ABOUT ANY MATTER PLEASE CONTACT US FOR GUIDANCE.**

**ANY FAILURE TO DISCLOSE A MATERIAL FACT OR MISREPRESENTATION OF ANY MATERIAL FACT IN ORDER TO OBTAIN INSURANCE MAY BE CONSIDERED FRAUD AND WE ARE OBLIGED TO HAND OVER ANY DOCUMENTATION/VOICE RECORDINGS, IN OUR POSSESSION, TO THE RELEVANT AUTHORITIES, WHICH MAY RESULT IN PROSECUTION.**