

- ◆ Hastings (Westport) Ltd trading as Hastings Insurance, Hastings Financial & Hastings Mortgages
- ◆ David Flannelly Holdings Ltd trading as Hastings Insurance, Hastings Financial & Hastings Mortgages
  - ◆ Pat Hardiman Insurances trading as Hastings Insurance & Hastings Financial
- ◆ Burke Insurances Ltd trading as Hastings Insurance, Publicliability.ie & Plinsurance.ie
  - ◆ Hastings Insurance (Dublin) Ltd trading as Hastings Insurance and
- ◆ Hastings Life & Pensions Ltd trading as Hastings Insurance & Hastings Financial.

Registered offices: The Octagon, Westport, Co. Mayo

| 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 | Burke Insurances Ltd 42826 | Hastings Insurance (Dublin) Ltd 88476  
| Hastings Life & Pensions Ltd 281739 |

hereafter referred to as 'the firm'.

The firm operates the following branch (retail) offices:

|   |                   |  |
|---|-------------------|--|
| The Octagon, <b>Westport</b> , Co Mayo                          | Tel (098) 27227   | Email <a href="mailto:Westport@hastings.ie">Westport@hastings.ie</a>       |
| Market Square, <b>Castlebar</b> , Co Mayo                       | Tel (094) 9023193 | Email <a href="mailto:Castlebar@hastings.ie">Castlebar@hastings.ie</a>     |
| Unit 4, Chapel Lane, <b>Claremorris</b> , Co Mayo               | Tel (094) 9362137 | Email <a href="mailto:Claremorris@hastings.ie">Claremorris@hastings.ie</a> |
| Unit 3-5, DMek Centre, Teeling Street, <b>Ballina</b> , Co Mayo | Tel (096) 21599   | Email <a href="mailto:Ballina@hastings.ie">Ballina@hastings.ie</a>         |
| The Shambles, Vicar St, <b>Tuam</b> , Co Galway                 | Tel (093) 24868   | Email <a href="mailto:Tuam@hastings.ie">Tuam@hastings.ie</a>               |
| Unit 2, Adelaide Building, Wine St Car Park, <b>Sligo</b>       | Tel (071) 9148000 | Email <a href="mailto:Sligo@hastings.ie">Sligo@hastings.ie</a>             |
| Unit 16, The Cornstore, St Augustine St, <b>Galway</b>          | Tel (091) 563518  | Email <a href="mailto:infogalway@hastings.ie">infogalway@hastings.ie</a>   |
| Hampton House, 27, Lower Mount Street, <b>Dublin</b>            | Tel (01) 481 7700 | Email <a href="mailto:reception@hastings.ie">reception@hastings.ie</a>     |

### Authorisation information

- ◆ Hastings (Westport) Ltd trading as Hastings Insurance, Hastings Financial & Hastings Mortgages is regulated by the Central Bank of Ireland [C4235]
- ◆ David Flannelly Holdings Ltd trading as Hastings Insurance, Hastings Financial & Hastings Mortgages is regulated by the Central Bank of Ireland [C36356]
- ◆ Pat Hardiman Insurances Ltd trading as Hastings Insurance & Hastings Financial is regulated by the Central Bank of Ireland [C2630]
  - ◆ Burke Insurances Ltd trading as Hastings Insurance, Publicliability.ie & Plinsurance.ie is regulated by the Central Bank of Ireland [C5398]
- ◆ Hastings Insurance (Dublin) Ltd trading as Hastings Insurance is regulated by the Central Bank of Ireland [C1308]
- ◆ Hastings Life & Pensions Ltd trading as Hastings Insurance & Hastings Financial is regulated by the Central Bank of Ireland [C9088]

**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.

Where "we" or "us" is referred to in this Terms of Business document, this will refer to Hastings (Westport) Ltd. t/a Hastings Insurance, Hastings Financial & Hastings Mortgages and/or David Flannelly Holdings Ltd. t/a Hastings Insurance, Hastings Financial & Hastings Mortgages and/or Pat Hardiman Insurances Ltd. t/a Hastings Insurance & Hastings Financial and/or Burke Insurances Ltd. t/a Hastings Insurance, Publicliability.ie & Plinsurance.ie and/or Hastings Insurance (Dublin) Ltd t/a Hastings Insurance and/or Hastings Life & Pensions Ltd t/a Hastings Insurance & Hastings Financial, as appropriate.

**Governing Law:** These terms of business shall be governed by and construed in all respects according to the laws of the Republic of Ireland.

**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 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), Burke Insurances Ltd (C5398), Hastings (Dublin) Ltd (C1308) and Hastings Life & Pensions Ltd (C9088) 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 (C2630) 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 0818 681 681 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:** The principal business of the firm 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. It is also a member of Brokers Federation of Ireland (BFI) and UNIBA partners, broker networks.

**Fair Analysis:** The concept of Fair 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 operating 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.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair analysis of the market, we will consider the following criteria:

- The needs of the customer;
- The size of the customer order;
- The number of providers in the market that deal with brokers;
- The market share of each of those providers;
- The number of relevant products available from each provider;
- The availability of information about the products;
- The quality of the product and the service provided by the provider;
- Cost;
- Any other relevant consideration.

**Personal & Commercial General Insurance – Non Life:** Hastings (Westport) Ltd, David Flannelly Holdings Ltd, Pat Hardiman Insurances Ltd, Burke Insurances Ltd and Hastings Insurance (Dublin) 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, Property and Commercial Liabilities, Professional Indemnity, Motor Fleet, Goods In Transit, Office/Shop, and other related products. The firm normally provides general insurance (non-life) on a fair analysis basis. However, the firm may recommend a product or service based on a limited analysis basis (i.e. providing services on the basis of a limited number of contracts within the market) and this will be disclosed to you in such circumstances.

**Health Insurance:** We hold an appointment 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 other providers.

**Travel Insurance:** Hastings (Westport) Ltd has an arrangement with one chosen Insurer to provide cover for travel insurance. Travel insurance purchased through [www.hastings.ie](http://www.hastings.ie) via the internet is provided on a limited analysis basis. Policies sold via [hastings.ie](http://hastings.ie) are 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.

**Student Cover scheme:** Hastings Insurance (Dublin) Ltd has an arrangement with one chosen Insurer to provide cover for insurance purchased via this scheme. When purchasing Student Cover scheme insurance, this is provided on a limited analysis basis and is underwritten by AIG Europe SA. Refer to individual policy terms and conditions for cover and underwriting details.

**Public Liability Insurance:** Publicliability.ie is a trading 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](http://www.publicliability.ie) internet website. When purchasing insurance through publicliability.ie this is provided on a limited analysis basis. Publicliability.ie policies are underwritten by (a) Hiscox SA or (b) Balens Europe B.V. – UK Branch, cover holders on behalf of Lloyds Insurance Company SA and ARAG Legal Protection Ltd. Please visit [publicliability.ie](http://publicliability.ie) for full policy terms and conditions.

**Professional Indemnity Insurance:** Piinsurance.ie is a trading name of Burke Insurances Ltd which has an arrangement with one chosen Insurer to provide cover for professional indemnity insurance purchased via the [piinsurance.ie](http://piinsurance.ie) internet website. When purchasing insurance through piinsurance.ie this is provided on a limited analysis basis. Piinsurance.ie is underwritten by Tokio Marine Europe SA Irish Branch. Please visit [piinsurance.ie](http://piinsurance.ie) for full policy terms and conditions.

**Surf school scheme:** Hastings (Westport) Ltd has an arrangement with one chosen Insurer to provide cover for insurance purchased via this scheme. When purchasing surf school scheme insurance, this is provided on a limited analysis basis and is underwritten by Allianz plc. Refer to individual policy terms and conditions for cover and underwriting details.

**Funeral Directors scheme:** Hastings Insurance (Dublin) Ltd has an arrangement with one chosen Insurer to provide cover for insurance purchased via this scheme. When purchasing Funeral Director scheme insurance, 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) and is underwritten by AXA Insurance dac. Refer to individual policy terms and conditions for cover and underwriting details.

**Hair and Beauty Salon scheme:** Hastings Insurance (Dublin) Ltd has an arrangement with one chosen Insurer to provide cover for insurance purchased via this scheme. When purchasing Hair and Beauty Salon scheme insurance, this is provided on a limited analysis basis and is underwritten by Hiscox SA. Refer to individual policy terms and conditions for cover and underwriting details.

**Optional Cover:** From time to time the firm 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.

**Life, Pensions & Insurance Based Investment Products:** Hastings (Westport) Ltd, David Flannelly Holdings Ltd, Pat Hardiman Insurances Ltd and Hastings Life & Pensions Ltd provide life assurance cover, serious illness cover, income protection and pension advice on a fair analysis basis i.e. 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. The firm 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 provide investment intermediary advice on a limited analysis basis through the following product providers: BCP, Wealth Options and Davy. The firm can recommend and arrange an investment product to suit your needs. The firm 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. We are remunerated by commission for our investment intermediary services.

**Sustainability Factors – Life, Pensions, Investments, Insurance Based Investment Products:** In accordance with the Sustainable Finance Disclosure Regulation we inform you that when providing advice on insurance-based investment products/Investments, we do not assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation to the products proposed/advised on. This means that we do not assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

When providing advice on insurance-based investment products or investment advice we do not consider the impacts of our advice that result in negative effects on sustainability factors (namely environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters), because currently there are limited relevant products on the market which meet these criteria. The area of sustainable is relatively new and as the issue progresses, we will review our position. The firm will review this approach on an annual basis in January each year.

We have not assessed the likely impacts of sustainability risks on the returns of Investment/Pensions since we have not been able to identify any sustainability risks that are relevant.

**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 mortgage 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 (providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs). 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 the firm has 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 the firm 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 methods. 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 (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).

In certain circumstances, it may be necessary to charge a fee for services provided. These are listed below for life, pensions & investments, mortgages and non-life business. 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.

In some cases the firm may be granted authority from an insurance undertaking to conduct tasks on their behalf, for which we will be remunerated. Where we place your business with this insurance undertaking under this authority you will be notified in advance of the placement.

The firm may receive payments from product providers for work transferred to us which we do on their behalf and we may be party to 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.

**Premium Finance:** It may be possible for the firm to arrange insurance finance on your behalf. We may receive commission payments from a finance provider in respect of such finance agreements. Details of commissions received by us from insurance finance providers are available on request. Please ensure that you read, understand and adhere to the terms of any finance agreement. We accept no responsibility for any refusal by a finance provider to offer credit or for the consequences of defaults or delayed payments.

**Clawback:** If we receive commission from a product provider but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we may charge a fee to you that is equal to the clawed-back commission.

**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).

**Life, Pensions, Insurance Based Investment Products & Investment Intermediary Services:** The firm is remunerated by both commission and/or fees. You may elect to deal with the firm 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).

**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 €350 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 €350 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:**

| <b>Non-life Insurance Services</b> | <b>Initial Fee</b>                  | <b>Renewal Fee</b>                  | <b>Alteration/Cancellation Fee</b> |
|------------------------------------|-------------------------------------|-------------------------------------|------------------------------------|
| <b>Personal Lines</b>              | *Up to €500                         | *Up to €500                         | Up to €100                         |
| <b>Commercial Lines</b>            | *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 €350 per hour (Senior Consultant) or €200 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 ranging from €100-€350 per hour depending on the complexity involved. 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 €350 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 €350 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.

\* The firm reserves the right to amend any of the fees mentioned above should the complexity of the case require enhanced professional services and / or advice. Such fees may be charged to a maximum of €300 per hour. We will confirm and agree with you any additional fee proposed prior to any increased charge being applied. Any fee charged at inception of a policy may not be refunded in the event of policy cancellation.

The firm may provide expert insurance advice services to you which do not involve the placement of insurance by the firm. Where such advice is provided, the firm may charge a fee of up to €500 per hour. Such fees, where applied, will be agreed with you in advance of services being provided.

Bank charges incurred by us will be charged to the customer. We have a policy of charging an administration fee of €15 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.

**Default on Payments:** The firm will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for services provided, in particular, without limitation to the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client. 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 provisions.

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.



In some cases, we may be a party to a profit-share arrangement with product producers where we provide extra services for the provider. Any business arranged with these providers on your behalf is placed with them as they are at the time of placement the most suitable to meet your requirements taking all relevant information, demands and needs into account.

**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 with us. 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 us at the contact details as listed above.

**Data Protection:** The firm is 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, which is made available to 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), if this medium is not suitable we will ensure you can easily receive a copy by post/email. Please contact us at [Compliance@hastings.ie](mailto:Compliance@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.

**Anti-Money Laundering & Countering the Financing of Terrorism:** We reserve the right to request information which we reasonably believe is required in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended. From time to time, we may ask customers to confirm (or reconfirm) their identity in order to comply with the Anti-Money Laundering requirements. Any suspicious transactions will be reported to the Gardai and Revenue Commissioners in line with our regulatory obligations.

**Compensation Scheme:** The firm are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. Please see below for details:

**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 the 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 Clients' Compensation and Membership Benefits Scheme (BIC):** The firm is also a member of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). 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:** The firm may use both local and international insurance providers to obtain the best terms and conditions available. We do not, in any circumstances, guarantee or otherwise warrant the solvency of any insurance provider. As a consequence, the suitability of any insurance provider rests with you. If you have any concerns regarding any insurance provider chosen/recommended for your insurance requirements you must notify us as soon as possible and we will discuss any concerns you may have with you. If an insurance provider ceases trading we will do our best to assist our clients, but you should note that in situations of insurance provider insolvency where the insurance provider has confirmed cover, premiums retained by us will be deemed to have been paid to that insolvent insurance provider 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 insurance provider or their liquidators, rather than our clients. If you have any concerns or queries concerning the regulatory status of an insurance provider please contact The Central Bank of Ireland and/or the appropriate regulatory authority for the insurance provider 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. You must notify the insurer of a claim (or circumstances which

may give rise to a claim) in accordance with the terms of the contract of insurance. The firm may also advise you on the necessary procedures and documentation required to pursue a claim.

**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.
- 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
- 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 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.
- 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

(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 the firm is 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 procedure 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.

**Liability:** The maximum aggregate liability that the firm will have to a client (including any related company or affiliate of a client) for any and all losses (or other claims arising in connection with the services provided by the firm in any calendar year shall not in any event exceed the amount of €2,500,000 or any minimum requirements of professional indemnity insurance prescribed to be retained under the European Union (Insurance Distributions) Regulations 2018 and the Investment Intermediaries Act 1995, whichever is the greater. This limitation of liability shall not apply (a) in circumstances where liability arises as a result of fraud or wilful deceit on the part of the firm, (b) any liability which cannot be lawfully excluded or limited or (c) in circumstances where our client is a consumer within the meaning of the Central Bank of Ireland's Consumer Protection Code. The firm shall not be liable in any circumstance for any special, indirect or consequential loss. Any claim for losses must be made against the firm and not our employees.

**Force Majeure:** The firm will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control. Our performance of this Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

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

Section 14 (1) – (5) of the Consumer Insurance Contracts Act 2019 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.

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

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.

#### **Non-Consumer Customers: Disclosure of Information (see reference to definition of "Consumer" in "Claims and Consumer Insurance Contracts Act 2019" above)**

Non-Consumer 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.

Where proposal forms or Statements of Facts are 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-Consumers : Disclosure of Information**

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. 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 is 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 16/10/2024**