

TERMS OF BUSINESS

These Terms of Business set out the basis upon which First Ireland Risk Management Limited (“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. Please ensure that you read these terms thoroughly. Please note that by proceeding with your transaction through the firm, you agree to the terms as laid out in this Terms of Business document. If you have any queries we will be happy to clarify them.

This document takes effect from 4th February 2022 or whenever it is received (whichever is the later) and supersedes any Terms of Business that may have been previously sent to you.

First Ireland Risk Management Ltd can be contacted at: First Ireland House 15/16 Parkgate Street, Dublin 8, Tel: +353 1 8820800, Email: info@firstireland.ie

Authorised Status: First Ireland Risk Management Ltd. trading as First Ireland Finance, First Ireland Risk Management, Club Care, First Ireland Club Care, A First Ireland Quote, Call You Back, Rainbowsure, First Ireland, First Ireland Pensions, First Ireland Investment Advisors, First Ireland Insurance, First Ireland Insurance Brokers, First Ireland Personal Insurance, First Ireland Financial Planning, Petsure, IQuote, Drivefirst, Vansure, First Ireland Finance Services, First Insurance, A First Ireland is regulated by the Central Bank of Ireland (Ref. C1286) as an insurance intermediary registered under the European Communities (Insurance Distribution) Regulations, 2018; as an Investment Business Firm authorised under Section 10 of the Investment Intermediaries Act, 1995 (as amended) and as an Investment Product Intermediary and a Product Producer.

Copies of our regulatory authorisations are available on request and are displayed in the public areas of our offices. The Central Bank of Ireland holds registers of regulated firms and you may contact them on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct: The firm is subject to the Central Bank’s Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards which offer protection to consumers. These codes are available on the Central Bank’s website www.centralbank.ie

How We Communicate With You: The firm offer you the choice of receiving communication (including documentation) either on paper or by another durable medium such as email, SMS or on our website www.firstireland.ie. Where you have chosen to provide us with your email address and/or mobile number for communication (including documentation), you agree that we can communicate and contract with you using electronic means. Should you not wish us to communicate or contract with you via electronic means, please advise the firm and we will send correspondence to you using standard post.

Our Services: Our principal business is to provide advice and arrange transactions on behalf of clients in relation to general insurance, life, pensions and investments products. A full list of Insurers (which includes Insurance Undertakings, Insurance Intermediaries, Product Producers and Managing General Agents) with whom we hold an appointment is available upon request. *Fair and Personal Analysis:* We will offer advice in relation to the nature of insurance policies and which of these policies is suitable for your needs. We will identify and select a suitable Insurer through fair and personal analysis of the market on the basis of a sufficiently large number of contracts and insurers available to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be suitable to meet your 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 and personal 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 and personal analysis of the market, we will consider the following criteria:

- the needs of the client
- the size of the client 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 service provided by the providers
- cost and
- any other relevant consideration

Limited Analysis: The firm offers products with regulated insurers based on a limited analysis of the market for Taxi and Hackney Drivers, Classic Cars, Driver Testers and Driving Instructors. Under these schemes we do not research the market on a case-by-case basis as the choice available is limited. We regularly review such products from a cover and costing perspective to ensure that our offering remains competitive and fit for purpose. A limited analysis may also be necessary if you are seeking urgent cover. Where we do not provide a product or service on the basis of a fair and personal analysis of the market, we will advise you of same. The provider of your product will be outlined in the summary of cover provided.

The firm will provide assistance to you for any queries you may have on policies taken out with us including claims handling, risk management advice and in seeking renewal terms on your cover.

Website Products: We do not offer advice where the transaction is completed directly through our website in relation to the following products - Travel, Pet, Car Hire Excess and Wedding Insurance. The product producer will issue to you their Terms of Business document, which you should ensure to read and understand, in addition to our own.

In relation to other insurance products purchased by you directly from our website, it is important to note that the quotations and cover offered are based solely on the best price available to us for the information that you have provided through this medium. Should you wish to obtain further advice specific to one or more additional circumstances pertaining to you, or in relation to the level of cover provided, please contact First Ireland.

Website Disclaimer: While First Ireland use reasonable efforts to include accurate and up-to-date information on its website, errors or omissions sometimes occur. To the fullest extent permissible under applicable law, First Ireland makes no warranties or representations as to the accuracy of the content of the website and under no circumstances, including, but not limited to, negligence, shall First Ireland or any party involved in creating, producing, or delivering the website be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on this website. First Ireland assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing the website or your downloading of any materials, data, text, images, video, or audio from this website. First Ireland does not guarantee the accuracy, completeness or correctness of any information on its website. You agree that use of the site and its contents is entirely at your risk and to the extent permitted by law, all warranties or conditions that would, but for the terms of this disclaimer, be implied by statute or otherwise, are excluded

Regular Reviews: It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. You must advise us of those changes and request a review of the relevant policy so that we can ensure you are provided with up to date advice and products 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 and/or inappropriate investments.

Insurance Based Investment Products - Periodic Report: We will provide periodic assessments of the suitability of the insurance based investment product which we have recommended to you.

The Sustainable Finance Disclosure Regulations 2019 - First Ireland do not currently consider sustainability risks; such as environmental, social, and governance; when providing advice on which Insurance Based Investment Product (IBIP), pension products, is most suitable to meet your needs. The Provider's documentation will set out if and how they consider such factors. First Ireland will review this position on an annual basis and update our Terms of Business and Website accordingly

Licensed Insurers: The firm transacts and recommends Insurers who are licensed and regulated by the Central Bank of Ireland. We also transact and recommend Insurers who are licensed and regulated by their Home Member State in the European Economic Area (EEA) and are passported to carry on insurance business in Ireland under the Freedom of Services or Freedom of Establishment rules, and regulated by the Central Bank of Ireland for Conduct of Business rules. Some of these may in turn charge a fee for their service. The firm does not and cannot guarantee the financial security of any Insurer.

Our Remuneration: The firm is remunerated by way of commission from the providers with whom we transact business. Pursuant to provision 4.58A of the Central Bank of Ireland's September 2019 Addendum to the Consumer Protection Code, please see a summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to First Ireland which we have agreed with product producers on our website www.firstireland.ie

Insurance Based Investment Products: We are remunerated by commission for the advice we provide on insurance based investment products.

General Insurance: The firm apply a fee for administration services for Personal Lines policies, which varies depending on the administration service being provided to you. For Business Insurance, a client services fees is applied for our services provided to you. The details of these fees are outlined on the attaching Schedule of Fees notice which is also displayed at our offices and available on our website. Fees applied are also clearly outlined on your quotation documentation and invoices. Please note these fees are non-refundable in the event of cancellation of your contract.

Life, Pensions & Investments: Should you wish to pay for our services by means of a fee, this can be arranged based on the following rates or agreed as per the Supplementary Charges outlined below.

- (1) Time spent and disbursement basis with an applicable hourly rate of €250 for Financial Consultants and €100 for administration and compliance support or
- (2) A percentage of the transaction value, the precise rate will be outlined to you in advance of execution of the transaction.

Supplementary Charges: Should a particular project or circumstance require us to charge any additional fees, they will be specifically advised and agreed in advance. The calculation of such charges will be based on various factors such as, though not limited to, the complexity of matters under consideration, any commission payable (including none) by Insurers, costs incurred, time spent, qualification levels and numbers of personnel involved. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

Premium Finance: If you require credit terms, the firm may be able to arrange premium finance on your behalf with credit finance providers with whom we have a written agreement. As a credit intermediary registered with the Competition and Consumer Protection Commission, the firm may receive commission from the credit finance provider for arranging this finance on your behalf. Please note that credit intermediation is not an activity regulated by the Central Bank of Ireland. In the event of credit facilities being provided directly by us, an agreement will be issued by us setting out details of applicable interest rate and charges as well as the general terms of any such agreement.

Premium Handling: The firm 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. The firm is not authorised to accept cash or negotiable instruments in any other circumstances. Premiums are due on or before renewal/inception date or before any policy changes which result in an additional charge. It is your responsibility to ensure that your payment has reached us and that your policy has been inception/renewed/amended. If the firm do not receive your renewal payment on or before your renewal date, your policy will lapse and no cover will be in place.

Premium Rebate: The firm will refund any rebate that becomes due to you within 5 business days of receiving it or having been notified by the insurer that it is due to you. Any rebate due to you will be paid in full and any charges will not be deducted without your prior written agreement in each case. Where the premium rebate is €10 or less we will offer you the choice of (a) receiving the premium rebate (b) receiving a reduction from a renewal premium or other premium currently due to us or (c) The firm making a donation of the rebate amount to a registered charity.

Over Payment to the Firm: Where the firm receive any over payment, which is any amount that exceeds any premium or fee due to the firm, the firm will issue a refund for such overpayment where the overpayment is equal to or greater than €2. Any over payment where the amount is less than €2 will be accumulated and donated to a registered charity.

Conflict of Interest: It is the policy of the firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises the firm 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.

Cancellation Rights: You may cancel your policy during the period of cover. If the cover is motor insurance the premium cannot be cancelled until the Certificate of Insurance and Windscreen Disc have been received by us.

Provided that all reasonable charges pertaining to costs incurred by us 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 a policy during its first year with an Insurer (outside of the cooling off period) short term rates apply.

Insurance companies normally reserve the right to cancel policies at any time by giving appropriate notice to you at your last known address. Please refer to your policy terms & conditions. A cancellation charge may apply. Please note that our administration charge/client services fee is non-refundable in the event of cancellation of your contract.

Failure to Pay / Default: The firm reserve the right to withhold issue of Insurers documentation to you and/or instigate cancellation proceedings in the event of the following:

- Non-payment by you of the premium due at inception, renewal or following a mid-term adjustment
- Your bank refuses to process payment to us for any reason
- On instruction from your Finance Company to cancel due to a breach of the premium finance agreement (where your premium is being paid through a premium finance agreement)
- Non-disclosure of relevant information
- Insurer imposed cancellation (Insurers may cancel in certain circumstances as outlined in your policy document)

The firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. In particular, without limitation of 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.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request. The firm expressly reserve the right to offset credits against outstanding balances due and no agency transfer may be effected until

the account is cleared in full.

Claims: It is essential that the firm 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 insurer's prior consent.

Complaints: The firm has a written procedure in place for the effective consideration and handling of complaints. Whilst we are happy to receive verbal complaints, it is preferable that any complaints are made in writing to The Complaints Officer, First Ireland House, 15/16 Parkgate Street, Dublin 8. Any such complaint will be acknowledged within five business days of receipt, updates will be advised in intervals of not more than twenty business days. We will aim to provide a full response to you as quickly as possible as but not later than forty business days from the date of receipt of your complaint or if circumstances dictate, such longer period of which you be informed in writing. In the event that you are not entirely satisfied with our handling of and response to your complaint, you have the right to refer your complaint to the Financial Services and Pensions Ombudsman's Bureau of Ireland, Lincoln House, Lincoln Place, Dublin 2 Tel +353 1 567 7000 or e-mail info@fspo.ie. The Financial Services and Pensions Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above. Your right to take legal action is not affected by following any of the above procedures

Investor Compensation Company Ltd. (ICCL): 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 the 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 to 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. at (01) 224 4955.

Brokers Ireland Compensation Fund: The firm is a member of Brokers Ireland, the representative body for insurance and financial brokers in Ireland. The firm is also a member of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its members 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.

Data Protection: The firm is subject to the requirements of the General Data Protection Regulation 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 compliant with the GDPR in relation to processing your data and 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. These are outlined in our Privacy Notice which is available for review online at www.firstireland.ie/privacynotice. This Privacy Notice is easily accessible through our website. If this medium is not suitable, we will provide you with a hard copy upon request. Please contact us at dataprotection@firstireland.ie if you have any questions about your personal data.

In addition to the details outlined in the Privacy Notice, if you hold insurance to provide cover against any third party liability that may be incurred by you, where for whatever reason you cannot be found or you become insolvent, or the court finds it just and equitable to so order, then your rights under the contract will be transferred to and vest in the third party even though they are not a party to the contract of insurance. The third party has a right to recover from the insurer the amount of any loss suffered by them. Where the third party reasonably believes that you as policyholder have incurred a liability the third party will be entitled to seek and obtain information from the insurer or from any other person who is able to provide it concerning:

- the existence of the insurance contract,
- who the insurer is,
- the terms of the contract, and
- whether the insurer has informed the insured person that the insurer intends to refuse liability under the contract

Call Recording: All calls, inbound and outbound, may be recorded and monitored for training and/or quality purposes, to verify information, assist in the complaints procedure and help prevent and detect fraud.

Marketing: The firm use your data for legitimate business interests including marketing of our products and services by post, telephone (including mobile), email or other means of communication including social media. Where we wish to market other companies' products or services to you, we will first ask for your consent. If you no longer wish your information to be used for marketing purposes, please email us at optout@firstireland.ie or write to us at the contact details provided above.

Non-Consumer Commercial Clients (Turnover of €3 m or more in the previous financial year)

Duty of Disclosure for new business/renewals and mid-term adjustments

It is your responsibility to disclose all material facts to insurers when arranging an insurance policy, throughout the life of that policy and when you are renewing it. Material facts are those facts which might influence the acceptance or assessment of your proposal by the insurer. Material facts can include but not limited to facts such as previous claims, medical conditions, previous convictions or alteration in risk such as changes of address or use of premises etc. All material facts should be disclosed. If you are unsure as to whether a fact is material, it should be disclosed.

Failure to disclose any material information to your insurers could result in your policy being cancelled and/or claims not being paid. You should also note that you may encounter difficulties in trying to purchase insurance elsewhere were this to occur. 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.

Consumer Insurance Contracts Act 2019 Information

NON-CONSUMER COMMERCIAL CLIENTS (AS NOTED ABOVE) HAVE NO DUTIES AND RIGHTS UNDER THIS ACT, AND THEREFORE THE FOLLOWING SECTIONS DO NOT APPLY TO THEM.

Consumers: (“Consumers “are defined in the legislation as natural persons and sole traders/partnerships/corporate entities with an annual turnover of €3 m or less in the previous financial year)

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

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 1st September 2021 alters consumer's duty of disclosure:

You are under a duty to answer all questions that have been asked, honestly and with reasonable care and attention. You are not under any duty to volunteer any information over and above what is asked in these questions. The questions we ask are material to the risk to be undertaken by the relevant insurer, or the calculation of the premium by the relevant insurer, or both. If you do not answer these questions honestly and with reasonable care and attention, the relevant insurer may use the remedies available to them, including any remedies under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) which may include the remedy to cancel the contract, reject a claim or to limit the amount they pay in the event of a claim.

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.

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 an insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

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 and only on sales that took place on a non-face to face basis (distance sales). Please refer to your policy document for Cooling Off period specific to your policy.

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 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.

-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 a property 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 both you and the insurer when the contract was concluded
- 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 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 you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregard 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

Directors: John Roe, Linda Gallagher, Tony Gill, Conor Lyons, Cathal Duffy, Sarah Sheridan, Keith Gill

Registered Office: First Ireland House, 15/16 Parkgate Street, Dublin 8. Registered in Ireland Number 292725

Schedule of Fees and Charges

Personal Insurances Administration Fees

- I. For arranging or renewing an insurance policy, a fee of up to 50% of the applicable premium including levies, subject to a minimum of €59.85
- II. For the provision of a service in connection with an insurance policy, a fee of up to €100 will apply, subject to a minimum of €20.85. Such services include policy cancellation, duplicate documentation, policy suspension, letter of driving experience, letter of indemnity, temporary or permanent substitution, temporary or permanent additional driver or other policy amendments
- III. For registered post or swift post requests, a fee of up to €15 will apply
- IV. Bank charges incurred by us will be charged to you

Business Insurances Client Services Fees

- I. For arranging, renewing or making an amendment to an insurance policy, up to 50% of the applicable premium including levies, subject to a minimum of €100
- II. For providing a service in connection with an insurance policy, up to €100
- III. For registered or swift post requests, a fee of up to €15 will apply
- IV. Bank charges incurred by us will be charged to you

Premium Finance Fees

Where premium instalment arrangements have been agreed with First Ireland, the details of the applicable charges will be outlined to you in advance.

As a credit intermediary, where we arrange finance for you with a third party financial institution, a fee of up to 2% of the premium financed applies, which is included in the interest rate outlined on your loan agreement.

Life, Pensions & Investments

Should you wish to pay for our services by means of a fee, this can be arranged based on the following rates or agreed as per the Supplementary Charges outlined below.

- I. Time spent and disbursement basis with an applicable hourly rate of €250 for advisory consultants and €100 for administration and compliance support or
- II. A percentage of the transaction value, the precise rate will be outlined to you in advance of execution of the transaction.

Insurance Based Investment Products

We are remunerated by commission for the advice we provide on insurance based investment products.

Supplementary Charges

Should a particular project or circumstance require us to charge any additional fees, they will be specifically advised and agreed in advance. The calculation of such charges will be based on various factors such as, though not limited to, the complexity of matters under consideration, any commission payable (including none) by Insurers, costs incurred, time spent, qualification levels and numbers of personnel involved. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

Please note Fees and Charges outlined above are non-refundable