



O'Loughlin Insurance Group
GENERAL INSURANCE BROKER

LITTLE NORTH STREET,
SWORDS,
CO. DUBLIN
Telephone: 01 840 8060
Fax: 01 840 8067
E-Mail: info@oig.ie
www.oig.ie

Terms of Business: Version 9 –08/07/2022

These terms of business set out the basis upon which D O'Loughlin & Co Ltd t/a O'Loughlin Insurance Group, Camera Insurance and Musician Insurance (the Company) will provide general insurance services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both the company and you in relation to such services.

Please ensure to read these terms thoroughly and if you have any queries, please contact us at the above address. We will notify you if any changes are made to these terms.

D. O'Loughlin & Co. Ltd is an insurance intermediary and provides the following services: -

- Advising on the selection of Non-Life insurance products best suited to its clients' needs
- Receiving and transmitting orders to product producers
- Advice to clients is based on a fair analysis of the available market
- In certain circumstances we may offer products on a limited analysis of the market

Limited Analysis

In certain circumstances, We may offer products with regulated insurers based on a limited analysis of the market. This limited analysis may occur where we operate a scheme product and the risk is eligible/suitable for same, or urgent cover may be required that does not facilitate a full market review. All scheme products are reviewed regularly to they remain fit for purpose. Where We have applied limited analysis, We will advise You accordingly

D. O'Loughlin & Co. Ltd trading as O'Loughlin Insurance Group, Camera Insurance, Musician Insurance and Drone Cover is authorised and regulated by the Central Bank of Ireland as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. Registration number – 496764.

The Company is subject to the Central Bank of Ireland's Fitness and Probity Standards, Consumer Protection Code and Minimum Competency Code. These Codes are available for inspection on the Central Bank of Ireland's web site www.centralbank.ie

Remuneration – Non-Life - Our income is generated from a combination of commissions received from product producers and brokerage fees for our professional services. Any brokerage fee charged will be clearly identified on your invoice and will be non-refundable in the event of policy cancellation. The amount of commission receivable, by the Company, under any policy of insurance is available to the client on request. Our brokerage Fees in relation to Initial Placement, Renewal or Alteration of policies can be up to a maximum of 50% of the premium. We apply a minimum fee amount depending on the type of policy. Details of our fee structure can be found on our Schedule of Fees which is displayed in the reception area of our office and also on our website. On settlement of your account, we will forward you all documents showing ownership of your policy. The Company will not be in a position to release motor certificates, discs or policy schedules until the premium has been paid in full. Professional fees are non-refundable in the event that a policy is cancelled.

Fees

We may negotiate a fee with You for Our services, however You will not incur a liability to pay a fee unless We have given You prior notice of this. Where We are not able to supply You with the actual fee, We will supply You with the basis of calculation of any such fee. Occasionally We may charge a fee in addition to any commission We are paid by an insurer, and if this is the case We will inform You. We will also advise You in advance in the event third party providers that We use to arrange Your insurances charge a fee. Such fees are in respect of the initial work activity and time spent in seeking the best terms, advice, product and product producer for Your specific need and for involved in the renewal of the policy and any alterations that may take place during the term of and at termination of a policy.

Administration Fees

We will inform You separately of any administration fees that may apply to Your policy. Subject to Your policy terms and conditions, no refund will be issued in the event of a policy cancellation if a valid claim has been made (or is intended to be made) or a circumstance has been notified under that policy. We reserve the right to deduct any unpaid premium from any claim settlement. A scale of our standard fees for arranging, amending or renewing Your policy is noted below unless otherwise agreed. Calculations below are based on premiums inclusive of levies and taxes.



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	Maximum Fee	Subject to a minimum of
Personal Insurance	€250	€50
Commercial Insurance	25% of premium	€300
Health Insurance (Individual)	€100	€50
Life, Pensions & Investments	a) Time spent and disbursement basis with an applicable hourly rate of €250 for advisory consultants and €100 for administration and compliance support or b) A percentage of the transaction value, the precise rate will be outlined to you in advance of execution of	

Administration fees may also be applied for advice provided, and for mortgages, and such fees will be agreed with You in advance.

All fees and charges applied by Us will be declared on Our invoices/credit notes and/or in other correspondence issued to clients. All such fees and charges are non-refundable in the event of policy alternation and/or cancellation.

Please note that We may apply an hourly rate in addition to broker fees as specified for particularly complex accounts and/or where court attendance may be required, and our standard hourly rates are noted below.

Director €350 per hour

Consultant/Account Executive €250 per hour

Qualified Financial Adviser €250 per hour

Administration €150 per hour

Fees may also be applied for duplicate documentation, both for existing and past clients; in such cases a minimum fee of €20 may be charged. Bank charges incurred by us will be charged to the customer. We have a policy of charging an administration fee of €10 to cover the expenses of a returned cheque or direct debit default.

Premium Finance – If you require credit terms, we 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 (CCPC) the firm may be able to arrange premium finance on Your behalf, for which we will be remunerated up to a maximum of 10% of the credit amount.

Premium Handling – We will accept payment in cash, by cheque, by bank transfer and by debit/credit cards in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act 1995. A Section 30 Receipt will be issued for all payments received. The Company is not authorised to accept cash or negotiable instruments in any other circumstances. Where credits are allowed by insurers, the amount received by us will be refunded to you in full within 5 working days of our receiving it unless there are prior amounts on the account due to ourselves or a finance provider. We regret that credit cannot be extended to clients in respect of premiums, initial, renewal or additional. Initial or first premiums must be paid at inception of cover and renewal premiums before the policy renewal date otherwise the Company will advise the insurance undertaking or product producer involved accordingly and cover will be cancelled. It is therefore critical that we are in receipt of the full premium before the renewal date or inception of a new policy.

Risk Transfer

When handling client money, we are required by law to act as agent for the Insurer, i.e., risk transfer applies. Where risk transfer applies, You will be protected to the extent that any premiums We receive from You are treated as having been received by the insurer when they are received by Us. Where the agreement extends to premium refunds and/or claims, any premium refunds or claims will be treated as received by You only when they are actually paid to You.

Supplementary Charges – Should a particular project or circumstance require us to charge and additional fee, they will be specifically advised and agreed in advance. The calculation of such charges will be based on various factors such as, but not limited to, the complexity of matters, commission payable from insurers (none in some cases), costs incurred, time spent, and numbers of personnel involved.

Default – The Company will exercise its legal rights to receive payments due to it from clients for business services provided. In particular without limitation of the generality of the forgoing, the Company will seek reimbursement for all payments made to insurers on behalf of clients where the Company has acted in good faith in renewing a policy of insurance for the client. We would refer you to policy documents product terms for the details of such provisions.



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Data Protection

Definitions "Data Protection Laws" means: the Data Protection Act 2018; the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the Republic of Ireland ("GDPR"); the Privacy and Electronic Communications (EC Directive) Regulations 2003 and European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulation 2011 ("Privacy Regulations"); and any legislation which supersedes, updates or amends the GDPR, Data Protection Act 2018 or Privacy Regulations; The terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", and "Processing" have the meanings given in the GDPR. We are committed to keeping Personal Data confidential and process all Personal Data in accordance with the Data Protection Laws. Our Privacy Notice, which explains how and why we process Personal Data, including what rights individuals have under the Data Protection Laws can be viewed on Our website or a copy can be provided on request.

We shall, and if You are a commercial client, You shall comply with all applicable requirements of the Data Protection Laws. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws. If You are a commercial client, both parties acknowledge their intention to process the Personal Data as independent Controllers. If You are a commercial client, where You collect Personal Data which You subsequently transfer to Us in order for Us to provide You with any services under this Agreement, You will ensure that:

- all fair processing notices have been given (and/or, as applicable, valid consents obtained that have not been withdrawn and are sufficient in scope and kept up to date in order to meet the transparency requirements set out in the Data Protection Laws to enable Us to Process such Personal Data in accordance with this Agreement and the Data Protection Laws. Each party acknowledges and agrees that You will have met such transparency requirements by making reference to Us and including a link to Our Privacy Notice in the information that You provide to Data Subjects about the Processing of Personal Data under this Agreement;
- such Personal Data is adequate, relevant and limited to what is necessary in relation to the services being provided by Us;
- such Personal Data is accurate and, where necessary, up to date;
- such Personal Data has been collected by You lawfully and, where appropriate, the necessary consents have been obtained from the Data Subject.

If You are a commercial client, each party will promptly notify the other on receipt of any requests, inquiries or complaints from Data Subjects and/or supervisory authorities (as defined in the Data Protection Laws) received by that party which are relevant to any Personal Data Processed under this Agreement and will provide the other party with reasonable assistance, upon request, in dealing with any such requests, inquiries or complaints.

If You are a commercial client, each party shall comply with its obligations to report a Personal Data Breach relating to any Personal Data Processed under this Agreement to the appropriate Aston Lark Europe Terms of Business Agreement Aston Lark Europe Terms of Business Agreement 12 June 2022 June 2022 13 supervisory authority and Data Subject(s) (where applicable) under Articles 33 and 34 of the GDPR and shall inform the other party promptly of any Personal Data Breach which is notifiable to the supervisory authority under Data Protection Laws. Without undue delay, the parties to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

Data Principles

We will abide by the following principles:

- process Personal Data lawfully, fairly, and in a transparent manner;
- collect Personal Data for specified, explicit, and legitimate purposes and not further process it in a manner that is incompatible with those purposes;
- ensure that Personal Data is adequate, accurate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- Personal Data will be kept in a form which permits identification of Data Subjects for no longer than is necessary;
- Personal Data is processed in a manner that ensures appropriate security.

Our GDPR Owner can be contacted at O'Loughlin Insurance Group, Little North Street, Swords, Co. Dublin, or by email at info@oig.ie.

We are a data processor as defined in the Data Protection Acts 1988 & 2003 as amended, updated, supplemented, repealed or replaced from time to time and includes the EU General Data Protection Regulation



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(Regulation 2016/679). Customer data will be retained and used only for the purposes for which it has been provided by the Customer in accordance with Data Protection legislation and the Code of Practice on Data Protection for the Insurance Sector. You have the right at any time to request a copy of any personal data held by our office. You can find our Data Protection Statement in full at www.oig.ie.

Call Recording – All calls, inbound and outbound, will be recorded and may be monitored for training, quality purposes, to verify information, assist in complaints and help prevent fraud.

Conflicts of Interest - It is the policy of the Company to avoid conflicts of interest when providing service to clients. When an unavoidable conflict of interest arises the client will be informed of this fact. If you have not been advised of a conflict of interest you may assume that none arises or exists. If a conflict of interest does exist, business with that Customer may only proceed where the Customer has acknowledged the existence of the conflict in writing and has agreed to proceed. Personal gain or advantage will never be allowed to interfere with or be given higher priority than service to the client. Neither Officers nor employees of the Company may accept gifts or rewards, monetary or otherwise, likely to conflict with their or the Company's duty to the Customer as a regulated entity.

Complaints

It is always Our intention to provide You with a quality service. However, should You have cause to complain, please send Your complaint in writing to the Compliance Manager Officer, O'Loughlin Insurance Group, Little North Street, Swords, Co. Dublin to info@oig.ie. We will acknowledge Your complaint, in writing, within five (5) business days of the complaint being made. We will also inform You of the name of one or more individuals who will be Your point of contact regarding Your complaint until the complaint is resolved or cannot be progressed any further. We will provide You with an update on the progress of the investigation of Your complaint, in writing, within twenty (20) business days of the complaint being made. We will aim to provide You with Our decision on Your complaint, in writing, within forty (40) business days of the complaint being made, unless We write to You advising that a response will be delayed.

Should You remain dissatisfied with the final response from the above or if You have not received a final response within forty (40) business days of the complaint being made, You may be eligible to refer Your complaint to the Financial Services and Pensions Ombudsman (FSPO) at Financial Services and Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Ireland, email info@fspo.ie and website www.fspo.ie

A full copy of Our complaint's procedure is available on request. Your right to complain to Us and/or to refer Your complaint to the FSPO is without prejudice to Your right to take legal action.

The Company has in place a written procedure for the handling of complaints. This procedure ensures that all complaints are recorded and acknowledged within 5 business days. All complaints are fully investigated and the complainant updated in writing, at intervals not greater than 20 business days. When the complaint is not resolved within 40 business days D. O'Loughlin & Co. will advise the complainant of the anticipated time frame within which is hoped to resolve the complaint and of the complainant's right to refer the matter to the Financial Services & Pensions Ombudsman. The Company will advise the complainant, in writing, within 5 business days of the completion of the investigation of the complaint and the outcome of the investigation and where applicable the terms of any offer or settlement. All Complaints should be directed to Paul O'Loughlin, Managing Director, O'Loughlin Insurance Group, Little North Street, Swords, Co. Dublin. If the complainant still remains dissatisfied with the handling of and / or the response to a complaint they may refer the matter to the Financial Services & Pensions Ombudsman Bureau Phone 1890882090 or www.financialombudsman.ie.

Investor Compensation Scheme & IBA Compensation Fund:

We are members of the Investor Compensation Scheme established under Section 38 of the Investor Compensation Act 1998. The Act provides that compensation shall be paid to eligible investors (as defined in the Act) to the extent of 90% of an investor's net loss or €20,000, whichever is the lesser and is recognised as being eligible for compensation. We are also members 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.

Policies Governed by Irish Law

When instructing Us to place or to renew insurances, Your obligations will differ depending on whether You are classed as either a consumer or a commercial client.



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Consumer – Duty not to make a misrepresentation

If You are a consumer as defined by the Financial Services and Pensions Ombudsman Act You must answer all questions posed by Us or the insurer honestly and with reasonable care so as not to make a misrepresentation to insurers. Failure to comply with this duty may mean that the policy is void and the insurer may not be liable to pay all or some of Your claim(s). Specific questions will be asked. Where You do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged. Please see Appendix A for Consumer Insurance Contract Act 2019 information, which provides further information relevant to You the consumer, including Yours and insurers pre and post contractual obligations.

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

When instructing Us to place or to renew insurances, You have a duty of disclosure, meaning it is Your responsibility to fully disclose, in a clear and accessible manner, all material facts regarding Your insurance policy or mortgage. A material fact is any information which may influence the acceptance or assessment of Your proposal or alter the judgment of an Insurer in assessing risk. All material facts should be disclosed and if You are unsure as to whether a fact is material, it should be disclosed. This duty continues throughout the term of Your insurance. A material change is any information which may alter the judgement of insurers that has not previously been disclosed as a material fact. Any material change that occurs after the arrangement of any insurance must be disclosed to Insurers as this duty continues throughout the term of Your insurance.

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

All answers or statements given verbally on a proposal form, claim form or other document relevant to Your insurances will be Your responsibility and You should always check the accuracy of the information You provide to Us and/ or insurers. Failure to comply with Your duty of disclosure may mean that the policy is void and the insurer may not be liable to pay all or some of Your claim(s). You should seek Our advice if You are in any doubt as to Your obligations.

Policies Governed by England & Wales, Scotland or Northern Ireland Law

When instructing Us to place or to renew insurances, Your obligations will differ depending on whether You are classed as either a consumer or a commercial client.

Consumer – Duty not to make a misrepresentation

If You are a consumer (defined by the FCA as: any natural person acting for purposes outside his trade, business or profession) You must use reasonable care not to make a misrepresentation to insurers. (which includes a failure to comply with the insurer's request to confirm or amend particulars previously given). Failure to comply with this duty may mean that the policy is void and the insurer may not be liable to pay all or some of Your claim(s).

Commercial client – Duty to make a fair presentation of the risk

If You are a commercial client, You must make a fair presentation of the risk to insurers.

A fair presentation of the risk involves disclosing:

- every material circumstance which any individual who is part of senior management or responsible for arranging Your insurance knows or ought to know (including what should reasonably be revealed by a reasonable search of information available including, for example, by making enquiries of Us); or
- sufficient information to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances,

in a manner (i) that is reasonably clear and accessible to the insurer, and (ii) in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith. A material circumstance is one that would influence the insurer's judgment in determining whether to take the risk and, if so, on what terms. This duty continues throughout the term of Your insurance. You should familiarise Yourself with Our Insurance Act guide for further information about Your obligations and insurer remedies, which is available at www.astonlark.com or contact Your usual advisor for details. All answers or statements given verbally on a proposal form, claim form or other document relevant to Your insurances will be Your responsibility and You should always check the accuracy of the information You provide to Us and/ or insurers. Failure to comply with Your duty of fair presentation of the risk may mean that the policy is void and the insurer may not be liable to pay all or some of Your claim(s). You should seek Our advice if You are in any doubt as to Your obligations. When a policy is issued, You must check this carefully to confirm that it meets Your needs, and ensure that You are able to meet the policy terms and



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conditions. Please seek Our advice promptly if You are in any doubt over any of the policy terms and conditions.

Renewals

Once We have arranged a policy to which You have agreed, the placement of that policy will not automatically be reviewed at each renewal unless You request it and/or We deem it necessary in accordance with the paragraph below. Whilst We will make reasonable efforts to contact You prior to renewal to obtain Your instructions, if for whatever reason We are not in receipt of Your instructions by Your renewal date, in order to protect Your position, We may at Our absolute discretion renew Your policy on the basis of Our recommendation. Such renewal will be based on the information You have previously provided to Us, and You should therefore advise Us immediately of any changes. However, We reserve the right not to renew Your policy if We do not receive Your instructions by the renewal date, and We will not be held liable for any loss You may suffer if You fail to provide the necessary instructions in sufficient time before renewal.

Cancellations

You can cancel Your policy in writing at any time, in accordance with the terms and conditions set out in Your policy document and provided no incident has arisen that could give rise to a claim. Cancellations must be given in writing to our office. Should You cancel Your policy outside the applicable cooling off period (see "Cooling Off Period"), short-term rates or minimum and deposit premiums may apply. A notice of cancellation given in respect of a distance contract that relates to the issue of a motor vehicle insurance policy is not properly given unless the relevant certificate of insurance and insurance disc have been surrendered to O'Loughlin Insurance Group.

Following the commencement of the Consumer Insurance Contract Act, consumers may cancel a contract of insurance by giving notice in writing to the insurer, within 14 days after the date the consumer was informed that the contract is concluded. The consumer will bear the cost of the premium for the period of cover. This does not affect the notice periods provided under the Distance Marketing Regulations (see Cooling off period/Right of Withdrawal).

We reserve the right to make charges, in addition to any insurance premiums, for the arranging, amending, renewing and cancelling any policy of insurance, as well as the handling of claims. Please see "Remuneration" above for further details in respect of this. However, You will not incur a liability to pay a fee unless We have given You prior notice of this.

Claims

You must tell Us as soon as possible of any incident or circumstance which may result in a claim under any insurance arranged by Us and of all relevant facts relating to it. Failure to do so may result in the insurer not paying the claim. This is in addition to any obligations imposed by insurers, details of which will be set out in the policy wording. We will notify insurers in accordance with the circumstances notified by You. You will be required to give all necessary information and assistance required by insurers in order to deal with Your claim.

APPENDIX A

Consumer Insurance Contracts Act 2019

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

1. DEFINITIONS

The following definitions are set out in the Consumer Insurance Contracts Act, 2019: "**consumer**", in relation to a financial service, means:

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



(c) has sought the provision of a financial service,

(B) a consumer who was, in relation to a credit agreement, a customer of the financial service provider in a case where a credit servicing firm undertakes credit servicing in respect of the credit agreement concerned,
(C) an actual or potential beneficiary of a financial service, or
(D) an employee or a former employee entitled to benefit from an income continuance plan;
"consumer", in relation to a pension product, means an actual or potential beneficiary of an occupational pensions scheme, a trust RAC or a PRSA who believes they have suffered financial loss because of maladministration of the scheme, trust or PRSA, as the case may be;

2. NEW BUSINESS & RENEWAL

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date You were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies only on sales that took place on a non-face to face basis (distance sales). The giving of notice of cancellation by You will have the effect of releasing You from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on You other than the cost of the premium for the period of cover. This right to cancel does not apply where, in respect of life assurance the contract is for a duration of six months or less, or in respect of general insurance, the duration of the contract is less than one month.

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

3. PAYMENT OF PREMIUM

You are under a duty to pay Your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

4. ALTERATION OF RISK

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

5. CLAIMS HANDLING

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

- (a) 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or
- (b) 10% of the claim settlement amount where the claim settlement amount is more than €40,000.

An insurer may refuse a claim made by You under a contract of insurance where there is a change in the risk insured, including as described in an "Alteration of Risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover. You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time. If You make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

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



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Signed

Michelle Richardson

Michelle Richardson-Compliance Officer D O'Loughlin & Co Ltd



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