

Terms of Business

These Terms of Business set out the basis on which Capital Cover Group Ltd t/a Brennan Insurances, Capital Insurance Brokers and Capital Cover (herein referred to as “Capital Cover Group Ltd”) will provide business services to you. Please take a few minutes to read through these and if you have any questions we will be happy to answer them.

1. Capital Cover Group Ltd t/a Brennan Insurances, Capital Insurance Brokers and Capital Cover is regulated by the Central Bank of Ireland as an Authorised Advisor under the Investment Intermediaries Act, 1995, and as an Insurance Intermediary under the Insurance Mediation Directive. Our registrations are maintained in registers held by the Central Bank of Ireland – these may be verified by contacting the Central Bank of Ireland, College Green, Dublin 2 (telephone 1890 77 77 77). Capital Cover Group Ltd is subject to the Central Bank’s Consumer Protection Code 2012, the Minimum Competency Code, and the Fitness & Probity Standards, which offer protection to consumers – these Codes can be found on the Central Bank’s website www.centralbank.ie.

2. Capital Cover Group Ltd do not hold a shareholding in any insurer.

3. We are authorised to:

- Provide you with advice on insurance policies
- Place business on your behalf with specific product producers and other intermediaries from whom an appointment is held.

4. We deal with a range of products including household, motor, commercial and other general insurance products. Our advice is provided on a fair analysis of the market basis. This means 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. A list of the product producers with which we can place business is available on request.

In some instances we have selected a single insurer for a particular class of business or product – in that selection process we identify what we believe to be the key elements of cover across the market, and conduct our research on a fair analysis basis, in order to arrive at our preferred provider.

5. Capital Cover Group Ltd may receive commission and other payments from product producers to whom orders are transmitted. We may also receive remuneration from product producers for marketing purposes or the profitability of business written. Details of commissions receivable are available on request. We may charge you a fee for our services. Such fees will be agreed in advance and will be set out in our invoice to you. Where we receive commissions and charge you a fee, commissions received are not offset against fees.

6. We operate to the highest standards of client confidentiality and meet statutory requirements under the Data Protection Acts 1988 and 2003. Our staff and support service providers will only use your personal information to offer advice on and arrange suitable products, service your business on an ongoing basis, monitor for quality control purposes, or as otherwise required by law. We may occasionally contact you with information about pertinent products and services. You have the right to ask us not to send this marketing information to you at any time.

7. It is company policy to avoid any conflict of interest in the provision of services. If this should arise, you will be advised in writing before proceeding.

8. If necessary, we will exercise our legal rights to receive payment or reimbursement for business services provided or value obtained for clients.

9. Product producers may withdraw benefits or cover on default of any payments due, as specified in the product terms and conditions. If you cancel a policy which has been charged on a Minimum and Deposit basis, you will not receive a pro-rata rebate of premium.

10. It is important to note that a failure to disclose material, correct, or complete information on a Proposal Form or Statement of Fact may result in an insurer cancelling your policy or rejecting a claim. This may also result in difficulty in your placing of insurance cover elsewhere in the market and in the case of property insurance, could lead to a breach of the terms and conditions attaching to any loan secured on that property. Therefore, it is your responsibility to read and check that the information recorded on a Proposal Form or Statement of Fact is correct and if there are any errors you must notify us immediately. Otherwise, it will be taken that the information shown has been recorded correctly.

11. Any complaints regarding services provided should be made in writing and will be acknowledged within five business days. We will investigate any complaint thoroughly and endeavour to respond within one month. If you remain dissatisfied you are entitled to refer to the Financial Services Ombudsman.

12. Details of Investor Compensation Scheme

Capital Cover Group Ltd is a member of the Investor Compensation Scheme, which provides certain remedies to eligible clients on default by the firm. The main details of the operation and conditions of the Scheme are as follows:

Compensation may be payable where money or investment instruments owed or belonging to clients and held, or in the case of investment instruments, administered or managed by our firm cannot be returned to those clients for the time being and 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;
- if it transpires that our firm is not in a position to return client money or investment instruments owned / 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 per cent of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1988;

Or

- compensation of up to €20,000.

Your legal rights against the firm are not affected by this scheme.

Date: These Terms of Business are valid from 1st May 2014 until further notice.

Client Acknowledgement & Consent

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of Capital Cover Group Ltd and that I/we have read through and understand these terms.

I/We consent to Capital Cover Group Ltd, contacting me/us regarding any products which may be of interest. Where a third party has introduced me to Capital Cover Group Ltd, I/we also consent to the disclosure to that third party of information regarding advice provided and/or transactions arranged on my/our behalf.

If you do not wish us to contact you or share information as described, please place an 'X' in this box:

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

On behalf of (Company / Individual Name) _____