

**Terms of Business**

30/03/2022

Quick Quotes Ltd t/a Landmark Insurance, QuickQuotes.ie of Suite 36, Block 4, Northwood Court, Santry Dublin 9 D09V252 is an Insurance Intermediary. The company is regulated by the Central Bank of Ireland and is subject to the Consumer Protection Code which offers protection to consumers. You can find the Consumer Protection code at [www.centralbank.ie](http://www.centralbank.ie). They also contain details of the regulatory and statutory obligations and the respective duties of both the firm and you in relation to such services. Our Central Bank of Ireland No. is C45715. Quick Quotes Ltd is registered as an intermediary under the European Communities (Insurance Mediation) Regulations 2005 (IMD). The registrar for intermediaries can be found at [www.centralbank.ie](http://www.centralbank.ie)

**Services**

We offer a wide range of services and offer broad based advice on a fair analysis basis. The Company does not have a tied relationship with any institution that would compromise our ability to offer you independent advice and choice. We research the products on your behalf with the Product Producers (Insurers) with whom we hold appointments but we do not guarantee and expressly disclaim responsibility for the financial security of Product Producers (Insurers).

We will identify and select suitable products on a fair analysis basis from the Product Producers (Insurers) and on receipt of your instructions we will transmit orders on your behalf to one or more Product Producers (Insurers) a list of which is available on request. This process applies to all classes of insurance policies with the exception of Schemes which are arranged with various Product Producers (Insurers).

**Fair Analysis**

The concept of fair analysis is derived from the Insurance Mediation Directive. It describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, and/or a 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 the needs of a client. 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 their 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 number of providers in the market who deal with brokers
- the number of relevant products available from each provider
- the quality of the product and service provided by the provider
- the size of the customer order
- the market share of each of those providers
- the availability of information about the products
- cost, and any other relevant consideration.

**Our dealings with you**

We prefer clients to give us instructions in writing in order to avoid possible misunderstandings or disputes. We will however accept oral instructions provided they are subsequently confirmed by letter. Any advice we give you will normally be in writing but if given orally it will be recorded. Once we have acted on your instructions we will not normally give you any further advice. However, we will review your insurances periodically and may write to you suggesting a review meeting. You, or we, may terminate the authority to act on your behalf at any time without penalty (subject to all outstanding premiums being paid). Notice of termination must be given in writing.

The following products are not offered on a fair analysis basis: Breakdown Assist / Car Hire Excess / Excess Insurance are provided by MIS Insurance and Gadget / Pet / Wedding insurance is underwritten by Blue Insurance.

**Phone Call Recorded**

We may record inbound and outbound phone calls to / from our office for training and verification purposes.

**Text**

At times we may text you to follow up on outstanding matters however we will not use text for marketing.

**Claims Reporting**

Please notify us of any incident that has the potential to lead to a claim. If you are in any doubt please contact us for guidance.

Your policy document will also set out in detail what you should do in the circumstances of an accident or loss or event occurring which may give rise to a claim and it is important that you comply with these requirements. We will offer you assistance in the processing of your claim but you are free to appoint a Loss Assessor to act on your behalf at your own cost.

**Failure to pay, defaults & Finance**

If you choose to pay for your insurance by monthly instalments, your finance will be provided by Close Brothers Limited trading as Close Brothers Premium Finance Ireland. As part of the new regulations we are now required to capture Identification and Verification documents (ID&V), such as PPS number, for all customers availing of the premium finance payment option, on behalf of Close Brothers Premium Finance Ireland.

We reserve the right to request Insurers to cancel your policy in the event of the following:

- Non-payment of the premium due at inception, renewal or following a mid-term adjustment.
- Your bank returns your cheque due to insufficient funds or any other reason.
- Non-disclosure of relevant information
- Default on Finance Agreement
- To arrange finance a satisfactorily completed Eligibility Form must be completed together with signed Credit Agreement & proof of Identity.
- Finance will not be available if you have defaulted on 3 or more payments on any loan facility within the last 12 months.
- In the event that you fail to provide us with a completed and signed Mandate & Eligibility Form within the required timeframe, we will advise the Insurance Company involved and cover maybe cancelled.
- If you are paying, or have agreed to pay, the premium for this policy by Finance you must keep your payments up to date. If you do not, we will withdraw the option to pay by Finance and the full balance will immediately become payable or cancel the policy (or both).
- All outstanding finance amounts must be paid in full on demand. In the circumstances were a return premium is not allowed or not sufficient to clear the outstanding finance amount we will seek to recover the outstanding amount.

## Complaints Procedure

We have a documented complaints procedure in place for the effective handling of complaints. All complaints will be acknowledged in writing within 5 working days. Complainants who are dissatisfied with the outcome may contact the Financial Services Ombudsman Bureau at 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2.

## Investor Compensation

### Investor Compensation Company Ltd (ICCL) Scheme

This firm is a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and for the payment, in certain circumstances, of compensation to clients of firms covered by the Act. However, you should be aware that a right to compensation will only arise where money or investment instruments held by this company on your behalf cannot be returned either for the time being or for the foreseeable future and where you fall within the definition of Eligible Investor as contained in the Act. The amount of compensation payable is limited to the lesser of 90 per cent of the amount lost or compensation up to €20,000.

### Brokers Ireland Compensation Fund Ltd

As a member of the Brokers Ireland, Quick Quotes Ltd is also a member of the Brokers Ireland compensation Fund Ltd. Subject to the rules of the Scheme the liabilities of its member firms up to a maximum of €100,000 per client (€250,000 in aggregate) may be discharged by the Fund on its behalf if the member firm is unable to do so, where the above detailed ICCL (established by law) has failed adequately to compensate any client of the member.

## Your Protection

We maintain Professional Indemnity Insurance.

## Conflict of Interest

In the event that a conflict of interest arises with you we will explain the position fully and will ensure that at all times we treat our customers fairly.

## Data Protection

**Quick Quotes Ltd** is a Data Controller as defined in the Data Protection Acts 1988 and 2003.

We collect your personal details in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure it is only used for legitimate purposes. We may need to collect sensitive personal information relating to you or anyone to be named on your policy or residing in your household to process your application. It is your responsibility to ensure that you have obtained the permission of that person to allow us to process their sensitive personal data as part of your application and to explain our Data Protection policy to them. We may share with insurance service providers' information we hold about you and your claims history. Our product producers may subscribe to insurances industry databases for fraud prevention purposes. We may also use your information for the purpose of complying with regulatory or legislative requirements, offering renewals, for research/statistical analysis and crime prevention. The information and other data provided to our office may be used to advise you of products and services we may offer from time to time.

You have the right at any time to request a copy of any "personal data" within the meaning of the Data Protection Act 1988 (as amended or re-enacted from time to time) that our office holds about you and to have any inaccuracies in that information corrected.

Please refer to our Privacy Notice on our website [www.quickquotes.ie](http://www.quickquotes.ie) and [www.landmarkinsurance.ie](http://www.landmarkinsurance.ie)

## Remuneration

The company is remunerated by commission and / or volume discounts and / or profit share agreements and / or a charge for arranging, or the provision of advice relating to Insurance.

A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to the intermediary which it has agreed with product producers is available on our website titled "Our Remuneration".

A charge is made to cover the sourcing of the product, administration costs, claims handling, risk management advice if applicable and on-going service of your business. Charges are expressed as a monetary amount.

## Scale of Standard Fees Standard Fees

<b>New Business Fee / Renewal</b>		<b>Policy Alterations / Cancellation</b>
Private Motor / Single Vehicle	Up to a max of €200	Up to a max of €100
Commercial Motor / Single Vehicle	Up to a max of €200	Up to a max of €100
Home Insurance – Owner Occupied	Up to a max of €200	Up to a max of €100
Commercial Business Insurance & all other insurances	Up to a max of 25% of the premium & subject to minimum charge of €100	Up to a max of 25% of the premium & subject to minimum charge of €100

We reserve the right to amend these fees should the complexity of the product require a higher fee. We will confirm and agree this fee with you. On occasion transactions can be carried out which don't incur a premium adjustment from insurers and we may charge a fee on these occasions which will be agreed in advance.

All fees will be clearly expressed on Invoices and / or renewal notice information.

<b>Charges – Services</b>	<b>Charges Up to:</b>
Duplicate Documents (all products)	€30 per document
Processing Direct Debit / Finance Defaults	€25
Arranging Finance	€25 & up to 6% of the premium
Swift Post	€10

Where charges differ from those outlined in this document, they will be advised to you in writing before the service is provided.

Please note we will charge €20.00 for cheques that are returned unpaid by the bank. An agreed fee may be agreed in advance of any work carried out by Quick Quotes Ltd if no insurance policy is subsequently arranged.

Quick Quotes Ltd will not charge or refund customers where there is an outstanding balance amounting to €1 or less.

## Life, Pensions & Investments

We are remunerated by commissions payable by the Product Producers (Insurers).

## Life Assurance, Investments and Pension

Life Assurance companies and some Product Producers provide products such as Life Assurance, Serious Illness Cover, Income Protection, Savings, Investments, Pensions and PRSA's. Depending on your individual circumstances, we may provide you with advice in relation to the nature of these products and which products(s) may be suitable for your needs. You may, however, have particular areas of interest; in this case, we will be happy to give specific advice. We can give you a choice of different Life and Pension products from the Insurance Companies and Product Producers with whom we hold an appointment. On your instruction we can receive and transmit orders for such products on your behalf to these Insurers and Product Producers. With your agreement, we may review the policies you take out on a periodic basis to ensure you are kept informed as to their benefit and to check whether they are still suitable for your needs. We will also provide assistance to you for any queries you may have in relation to the policies or in the event of a claim during the life of the policies.

We will assist you with any queries you may have in relation to the policies or in the event of a claim during the life of the policies and we will explain to you the various restrictions, conditions and exclusions attached to your policies. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the cover; particularly in relation to Permanent Health/Income Protection Insurance and Serious Illness Policies.

Specifically in relation to Permanent Health/Income Protection Insurance policies we will 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 which apply to the policy.

**Quick Quotes Ltd** may be remunerated by the Insurance Company and Product Producers to whom orders are transmitted. Details of these payments will be included in a product information document which you will receive before an application form for a product is completed and extended details will also be included with your cooling-off letter. 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 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. 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.

## 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 which may result in you 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.

Consumers: 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 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.

An insurer may repudiate liability or limit the amount paid on foot of the contract of insurance, only if it establishes that non-disclosure of material information was an effective cause of the insurer entering into the relevant contract of insurance and on the terms on which it did.

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.

Commercial Customers: Non-Consumer 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.

## Cooling Off Period

A consumer (as defined by SI No 853 of 2004) has the right to withdraw from an Insurance Policy within 14 working days of the start date of the policy or from the date which full terms and conditions of the policy were received (except in the case of travel policies whose operative period is for one month or less) without penalty and without giving any reason. This is known as the cooling off period. For Life, Pension and Investment policies the cooling off period is 30 days from the start date of the policy. The right of withdrawal may be exercised by notice in writing to Quick Quotes Ltd quoting your policy number provided that no claim or adjustment has been made or is intended to be made or no incident has occurred which is likely to give rise to a claim. Should this right be exercised the insurance company may charge for the period you are on cover. For motor insurance the insurance certificate and disc must be received by Quick Quotes Ltd before the policy can be cancelled. Please note that the policy set up charge is non-refundable if you choose to withdraw from the policy within the cooling off period.