

**Getcover & Co. Ltd - Terms of Business**  
(With effect from 27<sup>th</sup> September 2017)

When you buy a Policy from Getcover.ie the following Terms of Business apply.

Getcover & Co. Ltd t/a [www.getcover.ie](http://www.getcover.ie) (The Company) is regulated by the Central Bank of Ireland and is an authorised Insurance Intermediary under the European Communities (Insurance Mediation) Regulations 2005. Registered in Ireland, number 309229. The Company is subject to the Consumer Protection Code which offers protection to consumers and that Code can be accessed on [www.centralbank.ie](http://www.centralbank.ie). The Company operates from 6 Leopardstown Office Park, Sandyford, Dublin 18. Telephone: +3531 290 8833. Email [info@getcover.ie](mailto:info@getcover.ie).

The Company operates as a Personal Lines Intermediary arranging the following insurances:

Product	Basis of Advice provided Provider
Household Insurance	Advice provided on products from Aviva Insurance Ltd.
Travel Insurance	Advice provided on products from Mapfre Assistance and URV

**Duty of Disclosure:** In addition to providing all basic information of your insurance risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. You must satisfy yourself as to the accuracy and completeness of the information you have provided to us. In this respect you must provide all information relating to the risk, whether favourable or not, which would influence the judgment of a prudent insurer in determining whether he will take the risk and if so, for what premium and on what terms. If you are in any doubt as to whether a fact is material or not you should disclose it. Failure to disclose all such information could result in the policy being cancelled or deemed null & void; claims may not be paid; you may encounter difficulty in trying to purchase insurance elsewhere; and, in the case of property insurance, the failure to have insurance in place could lead to a breach of the terms attaching to any loan secured on that property. Finally, the non-return of necessary documentation within the required timeframe can result in the cancellation of your policy and the application of short-term rates.

**Our fees:** In an effort to comply with the Consumer Protection Code's "Seek to Inform" policy, we lay out our company's procedure regarding remuneration. We are, in most cases, remunerated by insurance underwriters and product producers on a commission basis, the level of which is determined by the class of business concerned and details of which are available on request. However, The Company, also reserves the right in the following circumstances to charge brokerage fees which are non-refundable as follows:

Product	New Business Fees	Renewal Fees	Mid Term Alteration fees	Cancellation Fees	Documents Postage Fee	Credit & Visa Debit Card Fees
Household Insurance	€3.95	€3.95	€10	€10	€3	€0
Online Travel Insurance	€3.95	€3.95	€10	N/A	€3	€0

**Premium Financing /Instalments:** Where a customer opts to pay for an Aviva Household insurance policy by instalments, the premium is subject to a service charge of 7% (or 20.1% APR).

**Premium Handling:** The Company accepts client premiums for lodgement to its Client Premium Account only in circumstances permitted under section 25(G) of the Investment Intermediaries Act 1995. The Company is not authorised to accept payments made in any other circumstances.

The Company is a member of the Investor Compensation Scheme, in line with section 38(1) of the Investment Compensation Act 1998. This provides that compensation will be payable where money or investment owed or belonging to clients and held (or in the case of investment instruments) administered or managed by the Company cannot be returned to those clients for the time being and there is likelihood that the Company will be unable to do so. Where an entitlement of compensation is established, the compensation payable will be the lesser of (i) 90% of the amount of the client's loss which is recognised for the purposes of the investor Compensation Act 1998 or (ii) compensation up to €20,000.

The Company will issue a receipt for each payment received. This receipt is issued pursuant to Section 30 of the Investment Intermediaries Act 1995. Such receipts are issued for your protection and should be retained in a safe place by you.

All insurances are effected pending receipt of the premium from the Insured. The Company reserves the right notwithstanding delivery of policy, certificate or receipt to the Insured to cancel the Policy, obtain a refund from Insurers and apply same to reduce the amount due by the Insured.

**Conflicts of interest / Complaints:** It is the policy of the firm to avoid any conflict of interest when providing business services to its clients. However, should an unavoidable conflict arise, we will advise you of this prior to providing any business service. If you have not been advised of any conflict you are entitled to assume that none arises.

The Company has in place written procedures for the handling of complaints. These procedures ensure that all complaints are recorded and acknowledged within 5 business days. All complaints will be investigated and the complainant updated, in writing, at intervals not greater than 20 business days. Where a complaint is not resolved within 40 business days the complainant will be advised of the anticipated time frame within which it is hoped to resolve the complaint and of the complainant's right to refer the matter to the Financial Services Ombudsman at [www.financialombudsman.ie](http://www.financialombudsman.ie). The Complainant will be advised, 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. In the first instance, all complaints should be referred to The Operations Manager, Getcover & Company Ltd, Getcover House, Leopardstown Office Park, Sandyford, Dublin 18.

The Company will, if necessary, exercise its legal rights to receive any payments due to it from clients for business services provided by it and, to be reimbursed for any value obtained by the firm for clients arising from payments by the firm on behalf of clients who subsequently default in any payment due to the firm. Product producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your product terms and conditions. Your individual policy document will contain details of default remedies and actions of the particular insurance undertaking in the event of your non-payment. On receiving your policy document you should read the terms and conditions of your policy in detail.

**Premium Rebates** We will refund any rebate due to you within 5 business days of receiving the appropriate instruction. If you have a loan account with Close Premium Finance Ireland, the rebate from the product provider will be added to your loan account and then the outstanding balance / refund will be determined.

**Default and Due Payments:** Your insurer may withdraw cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your policy/product terms and conditions. We will take such steps as may be necessary to recover any monies due to us including the instigation of legal proceedings, the appointment of a receiver and all other rights available to us.

**Cooling-Off Period:** You have the right to withdraw from a general insurance policy, provided you have not made a claim, within 14 days of the latest of: the starting date of your policy, or the day on which you receive the contractual terms and conditions of your policy. In order for you to exercise this right in relation to a motor vehicle insurance policy we must receive the relevant certificate of insurance and insurance disc. You may be charged a pro-rata premium for the period you are on cover.

**Choice of Law:** We can both choose the law which will apply to the contract. Unless we agree otherwise with you Irish law will apply to Republic of Ireland policies.

**Language:** All communications in respect of all products will be in English.

**Data Protection:** The Company operates in line with the Data Protection Acts 1988 and 2003. If you have any queries with regards to Data Protection you may contact us or alternatively the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co. Laois, Ireland, Tel +353 57 868 4800. We will treat all information we hold about you as private and confidential even when you are no longer a customer. We will not keep any information we hold about you for any longer than is necessary. Your personal information may be shared with any of the Insurance companies offering quotation through the Company for the policy you hold with us. For some purposes information may be shared with third parties inside and outside EEA. We record telephone conversations for verification and training purposes. We may also use your information for marketing purposes but only with your specific consent. You have the right of access to the personal data we hold about you and the right to correct any inaccuracies in your information.

**Variation:** The Company reserves the right to amend these Terms of Business at any time. However, such amendments will not affect any rights or obligations already accrued by you or The Company. Any such revision to these Terms of Business will be notified to you by publication on our Website and in writing when renewing your policy as part of your renewal notice.