

TERMS OF BUSINESS

Of

ROBERT BLYTHMAN & ASSOCIATES LTD

98 Patrick Street, Dun Laoghaire, Co Dublin

Tel: 00 353 1 2808451 Fax: 00 353 1 2803836 E.mail: insurance@blythman.ie

Registered in the Company's registration under company no: 20801

This firm is subject to the

- Consumer Protection Code 2012
- Minimum Competency Code 2011
- Fitness and Probity Standards

as issued by the Central Bank of Ireland (www.centralbank.ie)

Robert Blythman & Associates Ltd must comply with these code(s) which offers protection to *consumers* and that the Code(s) can be found on the *Central Bank's* website www.centralbank.ie.

Authorised Status

Robert Blythman & Associates Ltd is authorised by the Financial Regulator as an Authorised Advisor under the Investment Intermediaries Act 1995 and is registered with the Financial Regulator as an Insurance Intermediary under the Insurance Mediation Directive. Copies of our various authorisations are available on request. Our authorisations can be verified by contacting the Financial Regulator on 1890 77 77 77.

Services Provided

Our service includes: advising you on your insurance needs; arranging your insurance cover with one or more product producers in order to meet your requirements; helping you with any claims you may need to make and helping with any ongoing changes you have to make. A list of products and insurers is available on request. Robert Blythman & Associates Ltd do not have a 'tied' relationship with any institution that would compromise our ability to offer you independent advice and choice.

Our Services

We provide a fair analysis of the market for the following services to clients:

- General Insurance Broking
- Life & Pensions Broking
- Medical & Health Insurance
- Risk Management
- Claims Handling
- Independent advice on agencies we do not hold
- Independent advice on certain Investment Products

Data Protection & Confidentially

Robert Blythman & Associates Ltd is a data controller as defined in the Data Protection Act 1988 and 2003. We will treat any personal or other information received by us from you with the utmost respect and, where appropriate, in accordance with data protection legislation. It will be necessary for us to disclose confidential information to insurers or other parties where we reasonably consider such information to be material to the risk being covered.

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 inaccuracies in that information corrected.

Client Money

All monies handled for our clients in respect of insurance premiums are held in a Client Premium Non- Life Account or Client Premium Life Account.

We will accept payments in cash, by cheque and by debit/credit card in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act 1995.

We are not authorised to accept cash or negotiable instruments in any other circumstances.

Duty to Disclose Information

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy and when you renew your insurance.

It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are, to the best of your knowledge and belief, full and accurate. Failure to disclose any material information to your insurers could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

Claims

It is essential that we 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. Your policy document 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.

Remuneration

We derive our income either from commission or fees. (Some product producers do not pay a commission). Insurance Companies pay commissions to us for general, life, medical, investment and pension policies we place on their behalf. This commission ranges from 0% to 31% depending on policy type (€9.42 for DAS Legal Protection policies).

If we propose to charge fees for our services we will agree the amount or scale of fees with you and confirm the basis of charges in writing before we act on your instructions.

There are standard administration charges which are displayed on our renewal notices, debit & credit notes.

Scale of Fees

	Initial Fee:	Renewal Fee	Policy alterations:
Motor	Up to a maximum of €30	Up to a maximum of €25	Up to a maximum of €25
Household	Up to a maximum of €30	Up to a maximum of €25	Up to a maximum of €25
Commercial	Up to a maximum of €50	Up to a maximum of €50	Up to a maximum of €25

We reserve the right to amend these fees should the complexity of the product require a higher fee. We will confirm this fee with you prior to any increased charge being applied.

A fee of €20 will be charged for all duplicate documentation.

A fee of €20 will be charged for all driving experience letters.

A fee of €10 will be charged for the issuing of a cheque to an insurance company in payment of direct debit defaults (direct debit default payments should be paid direct to the insurance company by the policy holder).

Fees to be discharged before documentation is issued.

Premium Rebates/Mid Term Cancellations

In the event of a policy being cancelled during the period of insurance, any return due will be net of the policy alteration fee.

Failure to Pay/Default

In the event that a client fails to pay, Central Bank of Ireland regulations mean that Robert Blythman & Associates Ltd may not pay to insurers premiums which have not been paid to us. We must advise the Insurance Company involved and cover will be cancelled by insurers automatically in the absence of payment. Therefore, to avoid policy cancellation, premiums must be paid strictly within the credit terms, if agreed, otherwise immediately prior to inception.

It is therefore critical to pay premiums in full at inception, renewal date or following a mid-term adjustment and be aware that in certain lines of business such as liability, motor & marine covers, minimum and deposit premiums may apply. It is the insurance companies who impose terms/conditions.

We reserve the right to instigate cancellation proceedings in the event of the following:

- Non-disclosure of relevant information
- Your bank returns your cheque due to insufficient funds or any other reason.

Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents, which you should read.

Receipts

We shall issue a receipt for each non – negotiable or negotiable instrument or payment received. This is required pursuant to Section 30 of the Investment Intermediaries Act 1995.

Documentation

We will provide you with policy documents from the providers of your general, life and pension insurance products, along with any other relevant information. In certain circumstances we may keep certain documents such as your insurance policy documents or certificate and disc whilst we are waiting all relevant information.

Quotation Period – Quotes are valid for a period of 30 days

Main characteristics of your policy

The main characteristics of your insurance policy are as explained to you by us and as set out in your Policy Terms & Conditions which you have been given or will be given when issued by the insurance company or which are available on request.

Cooling off period – Right of Withdrawal

As a consumer (as defined by SI No 853 of 2004) you have the right to withdraw from an insurance policy (as defined by SI No 853 of 2004) arranged by us within 14 days of inception of cover, or the date which you receive your policy schedule, and/or Motor Insurance Certificate & Disc without penalty and without any reason – this is known as the Cooling Off Period. The right of withdrawal may be exercised by notice in writing to us quoting your policy number or client code. In relation to motor vehicle insurance a notice of cancellation is not properly given unless the relevant certificates of insurance and insurance discs have been surrendered to us. Should the right be exercised, your insurer will charge a pro-rata premium for the period you are on cover.

Period of Insurance

Subject to cancellation, the period of insurance in respect of any policy arranged by us will be the period specified in the Policy Schedule and/or Certificate and disc of Motor Insurance and/or renewal notice.

What will happen if I cancel my policy?

You can cancel the policy at any time by writing to us. The policy will be cancelled on the date we receive your request in writing. In the case of motor insurance, the policy will be cancelled from the date we receive the relevant Certificates & Discs of Motor Insurance.

Will I receive a refund if I cancel my policy?

Insurers will decide but generally 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 unexpired 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 in your policy schedule. If you cancel in the first year of insurance (outside of the Cooling Off Period) short term rates apply, please see policy terms and conditions. In the case of cancellation of a motor policy you must return the Certificate of Insurance and Disc to Robert Blythman & Associates Ltd. Insurance Companies normally reserve the right to cancel policies at any time by giving appropriate notice to your last known address. Please refer to your policy terms and conditions.

What happens if I miss an instalment payment to Insurers?

Insurers may cancel the policy if you miss a payment. They will write to you direct at your last known address allowing you 21 days to make the payment before the policy is cancelled.

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. The legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. However, you should be aware that a right to compensation would only arise where client 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 the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation, or €20,000.

Insurance Broker Association (IBA) Compensation Fund Ltd

In addition to the compensation available under the Investor Compensation Act 1998, Robert Blythman & Associates Ltd, as members of the Irish Brokers Association, is a member of the IBA Compensation Fund Ltd. Subject to the rules of the scheme, 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 to adequately compensate any client of the member.

Conflict of Interest

We will seek to avoid conflicts of interest but where this is unavoidable we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

Complaints

The Company has a written procedure in place for the effective consideration and handling of complaints. Should have any complaint about our services or representative please write to The Compliance Officer, Robert Blythman & Associates Ltd, 98 Patrick Street, Dun Laoghaire, Co Dublin or telephone 01 2808451 or e mail to insurance@blythman.ie

It is our intention to provide you with a high level of customer services at all times, however should the need arise for you to make a formal complaint we will:

- Deal with this complaint promptly and fairly;
- Ensure that you are fully aware of anything that you need to do in order for the complaint to be processed:
- Keep you up to date with progress of your complaint.

You can also take the matter up with:

The Central Bank of Ireland
PO Box No 9138
College Green
Dublin 2

These Terms of Business are valid until further notice

Robert Blythman & Associates Ltd
Brokerline Direct
29st November 2011

I acknowledge and confirm that I have been provided with a copy of the terms of business of Robert Blythman & Associates Ltd and that I have read through, understand and agree to these terms.

Signed: _____

Dated: _____

Government Law – The laws of the Republic of Ireland will apply to all policies.

Language – English will be the language of the schedules, contractual terms and conditions, with the agreement of the consumer.

COMPLAINTS PROCEDURE

Robert Blythman & Associates Ltd is committed to providing the best possible service to its clients. In the event that Robert Blythman & Associates Ltd receive a complaint from any of our clients in respect of any of the General, Life or Pension insurance services we offer – we will investigate that complaint promptly and thoroughly.

Should you feel that Robert Blythman & Associates Ltd have not met a satisfactory level of service we would ask you to notify us as soon as possible in order to resolve the matter. The following outline is our procedure for handling complaints – explaining what will happen once your complaint has been received – and informing you of what you must do should you not be satisfied.

PROCEDURE

Should you feel the need to make a complaint against Robert Blythman & Associates Ltd, you should follow one of the two following steps:

- Make a telephone call to Stephen Blythman, on 01- 2808451. Full details of the nature of the complaint should be made during this call. You should make a note of the date and time of your conversation. It may be possible to deal with the complaint immediately and without the need for further action. If the client is satisfied with the response they receive, the matter will not be taken any further.
- Write to Stephen Blythman, Robert Blythman & Associates Ltd, 98 Patrick Street, Dun Laoghaire, Co Dublin. Your letter should include as much information relating to your complaint as possible.

Remember: The more information you can give us at the onset of your complaint, the quicker your complaint can be dealt with.

Once your complaint has been received the following will happen:

- You should receive written acknowledgement of the complaint within 5 working days of receipt by Robert Blythman & Associates Ltd.
- The acknowledgement will, especially in the case of complaints made over the phone, set out the nature of your complaint together with a request for you to confirm this.
- It will state who will be investigating the complaint, and inform you of when you can expect to receive the published outcome.
- Robert Blythman & Associates Ltd will deal with your complaint in a prompt and timely manner. All investigations should be concluded within 20 days of receipt of the initial complaint.
- Should this not be the case, for whatever reason, we will write to you informing you of the delay, giving you a new date as to when you can expect the outcome to be published.
- Upon completion of the investigation Robert Blythman & Associates Ltd will write to you explaining the outcome and result of the investigation. This letter will tell you whom to contact if you are unhappy with any aspect of the outcome or resultant settlement offer.
- Correspondence in relation to customer complaints will be retained for a minimum period of six years from the date of the last correspondence about the matter.
