BARTLEY LYDON
INSURANCES LTD.

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Terms Of Business

Bartley Lydon Insurances Ltd These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries, we will be happy to clarify them. If any material changes are made to these terms, we will notify you.

Governing Law: These terms of business shall be governed by and construed in all respects according to the laws of the Republic of Ireland.

Authorisation with the Central Bank of Ireland Bartley Lydon Insurances Ltd (CB2176) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018 ; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 and as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995, and as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016. Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct Bartley Lydon Insurances Ltd (CB2176) is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website www.centralbank.ie

Our Services: Bartley Lydon Insurances Ltd (CB2176) is a member of Brokers Ireland.
Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions/mortgages/general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Fair & Personal Analysis: The concept of fair and personal analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, 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 a client's needs.
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 share of that market. The extent of fair analysis must be such that could reasonably be 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 and Personal analysis of the market, we will consider the following criteria:

- the needs of the customer,
- the size of the customer order,
- the number of providers in the market that deal with brokers,
- the market share of each of those providers,
- the number of relevant products available from each provider,
- the availability of information about the products,
- the quality of the product and service provided by the provider,
- cost, and
- any other relevant consideration.

Personal & Commercial General Insurance – Non Life: Bartley Lydon Insurances Ltd can provide advice on and arrange products from the following range: General (non-life) Insurance products including but not limited to: Household (Owner Occupied, Rental, Holiday Homes), Private Motor, Commercial Motor, Marine, Farm, Travel, Gadget, Property and Commercial Liabilities, Professional Indemnity, Motor Fleet, Goods In Transit, Office/Shop, and other related products. We provide general insurance on a fair and personal analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs). However we may recommend a product or service on a limited analysis basis, i.e. providing services on the basis of a limited number of contracts and product producers available on the market, that is to say, while not tied to one product producer the services are not provided on the basis of a fair analysis of the market. We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

Life, Pensions, Investments, Insurance Based Investment Products: Bartley Lydon Insurances Ltd provide life assurance cover, serious illness cover, income protection and pension advice on a fair and personal analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs. We will 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 policy and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover; particularly in relation to PHI and serious illness policies. Specifically on the subject of permanent health 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 that attach to that policy. We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

Sustainability Factors Life, Pensions, Investments, Insurance Based Investment Products: In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, we do not assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation the products proposed/advised on. This means that we do not assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

Considering Principal Adverse Impacts on sustainability factors in the advice: When providing advice on insurance-based investment products ('IBIPs') or investment advice we do not consider the impacts of our advice that result in negative effects on sustainability factors (namely environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters), because currently there is limited relevant products on the market which meet these criteria. The area of sustainable is relatively new and as the issue progresses, we will review our position. The firm will review this approach on an annual basis in January.
We have not assessed the likely impacts of sustainability risks on the returns of Investment/Pensions since we have not been able to identify any sustainability risks that are relevant.

Remuneration & Charges: We may earn our remuneration on the basis of fee, commission and any other type of remuneration, including a non-monetary benefit or on the basis of a combination of these methods. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients. You may choose to pay in full for our services by means of a fee. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 2 hrs. Pursuant to Regulation 68 of the Consumer Protection Code, a summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which have agreed with product providers is available in our office or on our website – www.bli.ie In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below. In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

General Insurance: We may be remunerated by commission from insurers on completion of business. Details of the commission arrangements are available on our website. Where an override commission is received, this will be disclosed to you in general terms. We will inform you of the amount of fee to be charged. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

	Initial fee	***Renewal***	***Alterations/Cancellations***
Personal Lines	Up to a max of €250	Up to a max of €250	Up to a max of €250
Commercial	Up to a max of 50%	Up to a max of 50%	Up to a max of 50%
Reprint of Documents	Up to a max €50		

Premium Finance: It may be possible for the firm to arrange insurance finance on your behalf. We may receive commission payments from a finance provider in respect of such finance agreements. Details of commissions received by us from insurance finance providers are available on request. Please ensure that you read, understand and adhere to the terms of any finance agreement. We accept no responsibility for any refusal by a finance provider to offer credit or for the consequences of defaults or delayed payments.

Regular Reviews: It is in your best interests that you review, on a regular basis, the products the firm has arranged for you. As your circumstances change, your needs may change which may result in 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.

Policy Documentation: Following inception of cover the firm will issue a policy document from the Insurer which sets out in detail the conditions applicable, operation, endorsements, terms and conditions, exceptions and warranties included. We strongly recommend that you read this document carefully and contact us in the event that you require any clarification of the details therein.

Premium Handling & Receipts : Bartley Lydon Insurances ltd will accept payments in cash, by cheque, credit/debit cards or electronic bank transfer in respect of all classes of insurance in the circumstances permitted under our regulatory authorisations. The firm is not authorised to accept cash or negotiable instruments in any other circumstances. Premiums are due on or before renewal/inception date or before any policy changes which result in an additional charge. It is your responsibility to ensure that your payment has reached us and that your policy has been incepted/renewed/amended. If we do not receive your renewal payment on or before your renewal date, your policy will lapse and no cover will be in place. A receipt is issued for all monies received.

Continuity of Cover: In most circumstances cover will not automatically continue past the expiry of insurance period date. You should contact us ahead of the expiry date of your existing policy in relation to continuity of cover. If your policy is paid on direct debit through the Insurer Provider, the direct debit may be automatically rolled over unless you inform us otherwise.

Clawback: If we receive commission from a product provider [and off-set the commission against the fee which we would otherwise have charged you] but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that is equal to 100% of the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

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 Statement 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.

Conflicts of interest: It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service and the firm will take all steps within its control to appropriately manage the conflict and minimise the impact of the conflict on the consumer. A full copy of our conflicts of interest policy is available on request. In some cases, we may be a party to a profit-share arrangement with product producers where we provide extra services for the provider. Any business arranged with these providers on your behalf is placed with them as they are at the time of placement the most suitable to meet your requirements taking all relevant information, demands and needs into account.

Default on payments by clients: We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for services provided. In particular, without limitation to the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client. Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Complaints: Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firms established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint in writing within 5 working days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 working days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). A full copy of our complaint's procedure is available and on request.

Data Protection: We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Bartley Lydon Insurances Ltd is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client. The data will be processed only in ways compatible with the purposes for which it was given

and as outlined in our Data Privacy Notice, this will be given to all our clients at the time of data collection.
We will ensure that this Privacy Notice is easily accessible. Please refer to our website www.bli.ie . If this medium is not suitable, we will ensure you can easily receive a copy by hard copy, or telephonic environment. Please contact us at info@bli.ie if you have any concerns about your personal data.

Claims: It is important that you familiarise yourself with the policyholder's duties and insurers' rights as set out in the Conditions/Claims Conditions section of insurers' policy wordings. You must notify the insurer of a claim (or circumstances which may give rise to a claim) in accordance with the terms of the contract of insurance. The firm may also advise you on the necessary procedures and documentation required to pursue a claim.

Compensation Scheme:
We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

Investor Compensation Scheme: The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act. The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme, and our firm is a member of this scheme. Compensation may be payable where money or investment instruments owed or belonging to clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where 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; and
- If it transpires that the firm is not in a position to return client money or investment instruments owned or 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% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or
- Compensation of up to €20,000.

For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.

Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC): We are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). 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.

Liability: The maximum aggregate liability that the firm will have to a client (including any related company or affiliate of a client) for any and all losses (or other claims arising in connection with the services provided by the firm in any calendar year shall not in any event exceed the amount of €2,600,000 or any minimum requirements of professional indemnity insurance prescribed to be retained under the European Union (Insurance Distributions) Regulations 2018 and the Investment Intermediaries Act 1995, whichever is the greater. This limitation of liability shall not apply (a) in circumstances where liability arises as a result of fraud or wilful deceit on the part of the firm, (b) any liability which cannot be lawfully excluded or limited or (c) in circumstances where our client is a consumer within the meaning of the Central Bank of Ireland's Consumer Protection Code. The firm shall not be liable in any circumstance for any special, indirect or consequential loss. Any claim for losses must be made against the firm and not our employees.

IF YOU REQUIRE CLARIFICATION CONCERNING ANY MATTER CONTAINED IN THE FIRM'S TERMS OF BUSINESS DOCUMENT PLEASE CONTACT US FOR GUIDANCE

Please retain a copy of this Terms of Business for your reference **Effective** 12.01.2026