Terms of Business Agreement

Altitude Insurance Limited, Altitude Insurance Brokers Ltd, Altitude Quest Insurance and Altitude Quest Insurance Solutions (herein known collectively as Altitude)

Altitude Insurance Limited and/or Altitude Insurance Ltd T/as Altitude Quest Insurance:
Registered Address - 60 Merrion Square South, Dublin 2, D02 HE24, ROI

Altitude Insurance Brokers Ltd and/or Altitude Insurance Brokers Ltd T/as Altitude Quest Insurance Solutions:
Registered Address – 116 Ardingly Drive, Goring-by-Sea, West Sussex, BN12 4TP, UK

Telephone – 00353 (0)89 2231051/ 0044 (0)7780 552494
Email – office@altitudeinsuranceltd.com
www.altitudeinsuranceltd.com

Managing Director – Laura Durcan

Version Date – 1st November 2026

These Terms of Business set out the general terms on which Altitude ("we"/ "us") 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. This agreement becomes effective on the date it is received by you, shall remain effective until further notice and by confirming your acceptance to proceeding with your business services through Altitude, you automatically agree:

1. To Altitude providing you with our services
2. To the Terms of Business set out herein
3. That you have read and agree to these Terms of Business and the information contained in your quotation/ policy which is contractually binding on you.

This agreement can be terminated, at any time, by either party providing 90 days' written notice – unless either party can prove the other has breached any provisions set out herein or either party ceases to be in being, in that case this Agreement may be terminated immediately. Upon termination we will assist in a transfer of your business where applicable.

In the event that we are providing our services to you on a Wholesale basis (we are not dealing with the client directly), where we detail "you" or "your" etc. please read "your Client".

Please read this document carefully and contact us if you have any questions. If there are any matters in relation to this Agreement which you do not understand or accept then you must discuss them with us before proceeding with our services.

Regulatory and Authorised Status

Altitude Insurance Limited and/or Altitude Insurance Ltd T/as Altitude Quest Insurance is regulated by the Central Bank of Ireland as a (Re)Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations 2018 – Number C143970.

The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 00353 (1)890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials or obtain further information.

Altitude Insurance Limited is registered in Ireland, No. 542264.

Altitude Insurance Brokers Ltd and/or Altitude Insurance Brokers Ltd T/as Altitude Quest Insurance Solutions is regulated by the Financial Conduct Authority (FCA) to carry on a regulated activity namely advising on investments (ex. Pension Transfers/ Opt Outs), arranging (bringing about) deals in investments, assisting in the administration and performance of a contract of insurance, dealing in investments as an agent and making arrangements with a view to transactions in investments, credit broking and Agreeing to carry on a regulated activity **-** in respect of Commercial, Retail (Non-Investment Insurance) and Non-investment insurance contracts plus, Insurance Distribution **-** A firm that offers or sells insurance products and services. This firm is able to undertake insurance distribution. Number 978103.

The Financial Conduct Authority (FCA) holds registers of regulated firms. You may contact the FCA on 0044 (0)207 066 1000 or alternatively visit their website at www.fca.org.uk to verify our credentials or obtain further information.

Altitude Insurance Limited is registered in the United Kingdom, No. 14612663.

Copies of our regulatory authorisations are available on request.

The Central Bank of Ireland & FCA – both the CBoI and FCA are independent watchdogs that regulates financial services. Use this information to decide if our services are right for you.

Altitude has in place, Professional Indemnity Insurance to the level of EUR3,500,000 any one claim (costs and expenses in addition).

Codes of Conduct

Altitude is subject to and must comply with (as is applicable for each jurisdiction) the Consumer Protection Code, Fitness and Probity Standards, Minimum Competency Code, FCA threshold conditions and Principles and Consumer Duty regulations, which offer protection to Consumers. The Codes can be found on the Central Banks website – www.centralbank.ie. Or FCA's website -www.fca.org.uk/firms. Legislation relevant to the regulation of retail intermediaries is listed here - www.centralbank.ie/regulation/industry-market-sectors/brokers-retail-intermediaries/legislation or www.fca.org.uk/consumers. Where the links provided are to www.irishstatutebook.ie users should note the disclaimer on the Irish Statute Book website. The list is not exhaustive and is intended to serve as a general guide only.

Our Services

Altitude Insurance Limited and/or Altitude Insurance Ltd T/as Altitude Quest Insurance is a member of Brokers Ireland. Altitude Insurance Brokers Ltd and/or Altitude Insurance Brokers Ltd T/as Altitude Quest Insurance Solutions is a member of the British Insurance Brokers Association. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to General (Re)Insurance products. A full list of Insurers and Product Producers with which we deal is available on request.

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.

Please note, the Brokers Ireland Compensation Fund may not be applicable to Insurers who are not locally regulated.

Non-Life Insurance Intermediary Services

We can arrange products from the following range -

Services Provided	Phone Number	Basis on which service is provided	Number of Providers
Hot Air/ Gas Balloon (Re)Insurance	00353 (0)89 223 1051/ 0044 (0)7780552494	Limited Analysis	4
General Aviation (Re)Insurance	00353 (0)89 223 1051/ 0044 (0)7780552494	Limited Analysis	Misc.
General (Re)Insurance (i.e., Commercial, Public and Employer's liability etc.)	00353 (0)89 223 1051/ 0044 (0)7780552494	Limited Analysis	Misc.

We act as an Independent Broker which means that:

a) The principal activities of the firm are provided on the basis of a fair and personal analysis of the market where possible; and
b) You must pay for our services by means of a fee. We provide our services on the basis of independent advice. This means that the firm does not accept any third-party payments i.e., commissions from Providers.

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 General (Re)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 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

The areas of business in which Altitude trades may not meet the criteria for a fair and personal analysis. We generally provide general insurance advice 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 we are not tied to one product producer the services are not provided on the basis of a fair analysis of the market. We can provide advice on all of our product providers upon request.

In some cases, we may be granted authority from an insurance undertaking to conduct tasks on their behalf, for which we will be remunerated. Where we place your business with this insurance undertaking under this authority you will be notified in advance of the placement.

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.

To ensure continuity of cover, where you have an existing policy which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premium payable to the relevant insurer for the period of time between renewal and when we receive your instruction. You have the right not to avail yourself of this service.

We do not offer an advised sales service, and you will therefore need to make your own choice about how to proceed.

In the event that we are not able to provide you with (Re)Insurance coverage, we may refer you to an alternative insurance intermediary. We accept no liability for the services that they may or may not provide you with.

The firm's services do not include ongoing suitability assessments.

Product Providers

Altitude holds letters of appointment with various product providers (or Affiliates/ Sub-Contractors) for the purpose of providing at least a Limited Analysis (but, where possible, a Fair Analysis) on the offering of (Re)Insurance products. We hold more than one letter of appointment to enable us to look to a limited number of providers in order to obtain the Policy most adequate to meet your needs. However, in some instances we may only seek terms from a limited number or a single provider although we are not contractually bound to act in this way.

Should you require details of the providers we hold letters of appointment with, this is available on request.

Altitude does not hold any equity interests in any product providers.

Altitude does not guarantee the solvency of any product provider although we do our best to ensure that Insurers are in a competent financial position at the inception of coverage. If an Insurer ceases trading, we will endeavour to assist where possible in the transfer of coverage to an alternative provider. Where we may hold Risk Transfer with an insolvent Insurer, premiums/ claims payments held by us will be deemed as paid to that Insurer and cannot be returned.

In respect of Aviation risks only - Product providers may not be regulated in the territory in which coverage is being provided.

By virtue of the World Trade Organisation agreement, Aviation (and Marine) risks are classed as out of scope for local regulation for all member states. Therefore, they may not be subject to the same regulations/ laws/ compensation schemes etc. that a locally registered Insurer/ Product Provider might. By instructing us to place any Aviation policy of insurance on your behalf, you agree and understand the implications of utilising a non-regulated Insurer/ Product Provider – we can provide full details upon request.

You will not receive advice or a recommendation from us with regards Product Providers; we will provide you with information about them as requested and you will need to make your own choice about how to proceed.

Investor Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd.

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.

Please note, the Investor Compensation Company Ltd (ICCL) scheme may not be applicable to Insurers who are not locally regulated.

Altitude Insurance Brokers Ltd and/or Altitude Insurance Brokers Ltd T/as Altitude Quest Insurance Solutions is a member of the Financial Services Compensation Scheme. The Financial Services Compensation Scheme (FSCS) is the UK's statutory deposit insurance and investors compensation scheme for customers of authorised financial services firms. This means that FSCS can pay compensation if a firm is unable, or likely to be unable, to pay claims against it. The FSCS is an operationally independent body, set up under the Financial Services and Markets Act 2000 (FSMA), and funded by a levy on authorised financial services firms. More information can be found on www.fcscs.org.uk.

Your Responsibilities

Any failure to disclose material information may invalidate your claim and render your policy void.

You are responsible for providing complete and accurate information in connection with any Policy –

1. Answer all questions posed by the Insurer honestly and with reasonable care.
2. Disclose all material facts and/or take reasonable care not to make a misrepresentation to Insurers.
3. Ensure that all information provided to us and Insurers is complete, accurate and up to date.
4. If an Insurer asks a specific question, it must be presumed the matter to which it relates is material to the risk undertaken by the (Re)Insurer or the calculation of the premium by that (Re)Insurer or both.
5. If your policy is a renewal and you do not provide any new information, the previous information shall be taken not to have altered.

Failure to disclose all material information AT ALL TIMES, or disclosures of false information could result in:

- The policy becoming void (either from Inception or the date of a breach of responsibility)
- Additional terms/ conditions/ subjectivities/ warranties being applied
- Reducing/ declining claims payments
- Claims payments being recovered from you
- You become liable for additional premiums which the Insurer reserves the right to collect

Should any of the above actions be taken against you, you are obliged to disclose this fact upon any future requests for (Re)Insurance with any Broker/ Insurer. Such action may affect your ability to obtain (Re)Insurance coverage in the future. It is recommended that you keep a record of all information supplied to us for the placement of this coverage.

Although the Questionnaire and your Broker should pose the relevant questions in order to provide Insurers with all the necessary information, some situations may be outside of the scope of our standard documentation/ questioning. Therefore, in order to ensure you are fulfilling your responsibilities, if you have any doubt whether a piece of information should be disclosed, you should disclose it. We do not accept any liability for errors or omissions in the information provided by you.

Validity Periods

All quotations are valid for 30 days unless advised otherwise. All quotes and cover are subject to acceptance by the Insurer. The Insurer reserves the right to amend the terms/ conditions/ subjectivities/ warranties and premium of any quotation at any time prior to acceptance.

Duration of Contract and Cancellation

Subject to cancellation and/or Endorsement, the period of any Policy of (Re)Insurance offered by Altitude will be as stated in the Policy and/or Schedule of Insurance and/or Flight Certificate.

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies and only on sales that took place on a non-face to face basis (distance sales).

If you have taken out a general insurance contract, and we have not met face to face during the process, you may cancel the contract by giving notice in writing to us within 14 days after the date you were informed the contract is on cover.

If you have taken out a general insurance contract, and we have met face to face during the process, you may cancel the contract by giving notice in writing to the insurer within 14 working days after the date you were informed the contract is on cover.

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

To exercise this right, you must contact Altitude immediately within that period to enable cancellation with Underwriters. Unless cancellation rights are exercised within this 14-day period, the policy will be confirmed and the cancellation provisions in the Policy, if any, will apply.

After this time, and for all non-Consumers, you may cancel your Policy at any time by providing notice, to Altitude, in writing stating the date you wish your cancellation to be effective. A refund will be calculated in accordance with the Policy Terms and Conditions and will be subject to a GBP25 cancellation fee payable to Altitude. Upon cancellation, you are required to destroy any/ all documents issued as Confirmation of Coverage provided by Altitude.

Where a claim has been notified/ paid/ outstanding, the annual premium remains due in full.

We can cancel the policy at any time by giving you 30 days' written notice. Examples of why we may exercise this right include, but are not limited to –

- There being a material change in your operations
- The information that forms the basis of this contract changes
- You have not complied with terms/ conditions/ subjectivities/ warranties applied by Altitude and/or Insurers

Where the policy is cancelled in accordance with the above provision, we will refund we will refund part of the premium paid, proportionate to the unexpired period of (Re)Insurance following cancellation, provided no claim has notified/ paid/ outstanding in the current period of (Re)Insurance. Where a claim has been notified/ paid/ outstanding, the annual premium remains due in full.

Whenever your policy is cancelled, if we have given you a discount off your premium at inception, this will be deducted on a pro-rata basis from any refund due to you on cancellation. Where a cancellation or other transaction results in a premium refund being due to you, that refund will be reduced by any service charge and any other sums you owe in respect of the policy.

Please be aware, some policies we place are, what is known as, minimum and deposit premiums, this means that the full annual premium is due as a minimum and deposit under that policy and is payable at inception – no refund will be given in the event of policy cancellation. This will be detailed in your policy documents.

Premium Payment Default Policy

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.

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. You must advise us of those changes and request a review of the relevant policy so that we can ensure that you are provided with up-to-date advice and products best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient (Re)Insurance cover.

Risk Transfer

Any monies paid to Altitude are subject to Risk Transfer. This means that when you pay us, it is deemed as paid to Insurers. However, with regards any return of premium or monies in respect of claims payments, funds are treated as belonging to the Insurer until they have been paid to you. Risk Transfer may be granted to us by either a Risk Transfer Terms of Business with Insurers or by virtue of legal or regulatory requirements.

Where insurance is provided under a facility with an Insurer – as detailed in your Quotation - whilst such Insurer has either granted risk transfer to Altitude or it is granted by virtue of legal or regulatory requirements in respect of business placed under the facility, such risk transfer does not cascade down to our sub-agents – if applicable. If you would like more information on this aspect, then please contact office@altitudeinsuranceltd.com.

Statement of 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 the number of pre-agreed hours.

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.altitudeinsuranceltd.com or www.altitudequestinsurance.com.

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. If we receive commission from a product provider, this may/ will be offset against the fee which we will charge you. Where the commission is greater than the fee due, the commission may become the amount payable to the firm unless an arrangement to the contrary is made. In the event that a fee is payable, we will discuss fully with you the amount due and all payment options.

Additional fees charged by Altitude for their services are as detailed below, please note, additional fees may be charged by Insurers. We also reserve the right to charge additional fees if the number of hours relating to on-going advice/ assistance exceeds a fair usage of our services.

Transaction	Fee
Policy Set-Up	None
Cancellation – within 14 day cooling off period	GBP25
Cancellation – at any other time	GBP25
Mid-term Adjustment	None
Renewal	None
Consultancy Services	Charged individually

All premiums quoted by Altitude will include our commission, paid by you and deducted from the total amount before payment to Insurers, as well as any payments received from Insurers for the work undertaken by us which Insurers would otherwise carry out themselves ("Work Transfer").

This Work Transfer may include the issuance of a quotation/ acceptance of risk/ production and issuance of policy documentation amongst other activities. Work Transfer payments will be received and retained by us.

We may also receive separate remuneration from Insurers (Product Producers) for providing consultation or data analysis or other services such as those which are not directly attributed to the service provided to an individual Client but is based upon the levels of business introduced by us to that Product Producer.

In the event of us receiving such remuneration, we will only disclose this to you upon request. In the event that this may be perceived as having the potential to create a conflict of interest, we will advise all Clients by a separate communication.

We may be remunerated by commission from Insurers on completion of business, should you require details of the amount of commission we receive in respect of your (Re)Insurance arrangements, this is available on request.

If you would like us to provide services additional to those agreed or as expected in the placement of a General (Re)Insurance policy, this may be possible, subject to agreeing an additional fee/ commission which may be payable by you.

Our earnings may not be conditional on the placement of a Policy; therefore, we reserve the right to be paid for any work/ services we have undertaken on behalf of a Third Party. All earnings are exclusive of V.A.T. (unless otherwise stated) and any other tax/ charge that you may be required to pay in respect of your Policy(ies).

We wish to inform you that we receive ongoing remuneration from Insurers in respect of the financial service provided to you. This remuneration is based on a percentage of the value of your annual premium(s) and is intended to cover the ongoing service that we provide to you in relation to this product.

The nature of the service for which this remuneration is payable includes obtaining terms from Insurers on your behalf, full policy service for the duration of the contract, claims handling, regular reviews of your product, updates on performance and continued access to our advice.

By proceeding with any Insurance placement via Altitude, you are expressly agreeing to us being remunerated for our services.

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.

Client Money

Altitude will accept payments via various methods, the methods available to you will be detailed on your invoice in respect of any service provided in the circumstances permitted under Section 25G of the Investment Intermediaries Act 1995.

Altitude is not authorised to accept cash, cheques or negotiable instruments in any other circumstances.

We will issue a receipt for all payments received in accordance with Section 30 of the Investment Intermediaries Act 1995 and should be held safely by you.

It is your responsibility to ensure that your payment has reached us and that your policy has been incepted/ renewed/ amended as requested.

Any refunds due to you will be made by bank transfer to an account specified by you, in your name.

Please note, in order to provide you with premium rebates, an express agreement exists whereby we act as agent of a regulated entity in passing rebates to consumers so that in handling the rebated premium we do not become a debtor of you.

We may earn interest or benefit from investment income from foreign exchange rate fluctuations in the process of handling your money, this will be retained by us.

Where we hold money on your behalf, it is done so in a Statutory Trust Fund protecting you against our financial failure – creditors should not be able to make claim on your money as it does not form part of our assets.

TP Firm CASS Disclosure – in the event of the failure of Altitude, the jurisdiction under which said failure will be administered will be the Republic of Ireland. Any client money or safe custody assets belonging to you will, as a result of the law of that jurisdiction, may be treated differently to money or assets belonging to other customers of Altitude in the event of the firms failure.

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.

Disclosure of Information

Any failure to disclose material information may invalidate your claim and render your policy void.

Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments

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.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

Commercial Customers: Non-Consumers
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.

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.

Call Recording and Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Altitude 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 which is available on our website, and you are deemed to have agreed to on the receipt by us of any of your data.

We will ensure that this Privacy Notice is easily accessible. Please refer to our website (www.altitudeinsuranceltd.com or www.altitudequestinsurance.com), if this medium is not suitable, we will ensure you can easily receive a copy by hard copy. Please contact us at office@altitudeinsuranceltd.com if you have any concerns about your personal data.

Altitude is a Data Controller as defined in the Data Protection Act 1988 (Amended 2003). The 2003 Amendment Act brought the law into line with the EU Data Protection Directive 95/46/EC.

We only keep data for a purpose(s) that are specific, lawful and clearly stated and the data is only processed in a manner compatible with that purpose(s). An individual has a right to question the purpose for which we hold his/her data, and we must be able to identify that purpose.

The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. 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 and Data Protection policy.

We may receive referrals from such firms and may advise them of any transactions arranged for you.

We will take all reasonable steps to ensure that any and all personal data you provide, will be held securely and in accordance with this Legislation(s). We will ensure that our data security procedures are adequate, abided by and robust enough to prevent unnecessary risk of loss of data and financial crime.

In return, we will retain all ownership/ title/ copyright and other intellectual property over any and all materials utilised in the placement of your Policy.

We will only use your personal data for the purposes for which you have provided it to us – General (Re)Insurance. We request this information as we believe that it is necessary in order for us to provide our services to you, including but not limited to, quotations/ arranging Policy coverage/ conducting our relationship with you/ marketing/ research and statistical analysis/ internal record keeping/ crime prevention.

In carrying out our services, it may be necessary to disclose any/ all of your personal data to Third Parties, including but not limited to, Insurers/ agents and service providers/ consultants/ our Affiliates/ industry regulators and professional advisors and auditors. Depending on the circumstances, the disclosure of personal data (including sensitive personal data) to any of the above may involve a transfer of data outside of the European Economic Area.

By taking out a policy of insurance with us, you acknowledge and expressly accepts that we may outsource certain services, activities or tasks to external providers (which may or may not be (a) regulated; or (b) located in either the UK or EU. In this context, you expressly accept that any data which it has provided to us, including data which may directly or indirectly identify you, or a beneficial owner or an authorized representative of you, may be communicated to Service Providers. The transfer and/or disclosure of information to Service Providers may continue as long as you maintain its insurance relationship with us.

We may also need to collect personal data about another person that directly impacts on the services we provide to you. In this instance, by giving us this information, you confirm that they have given you permission to do so and have explained to them who we are and what we will use their data for.

All your calls, both inbound and outbound, may be recorded for the purposes for training/ quality and to verify information and help prevent and detect fraud.

From time to time, we may correspond with you with promotional material which we deem suitable. Each time you receive marketing information or a message you have the option to decline any further correspondence. If you wish to opt-out, please confirm in writing your wishes to –
Altitude Insurance, C/o Laura Durcan, 60 Merrion Square South, Dublin 2, D02 HE24, ROI or Laura@altitudeinsuranceltd.com with the email titled “Opt-Out”.

In some circumstances it may be necessary for you to authorise another Person(s) to act on your behalf with regards your Policy. If this is the case, subject written confirmation from you, you authorise Altitude to accept instructions on your Policy from this Person(s).

You have the right at any time to request a copy of any 'personal data' (within the meaning of the GDPR) that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at office@altitudeinsuranceltd.com if you have any concerns about your personal data or if you wish to make a Subject Access Request or Data Portability Request please confirm in writing your wishes to – Altitude Insurance, C/o Laura Durcan, 60 Merrion Square South, Dublin 2, D02 HE24, ROI or Laura@altitudeinsuranceltd.com with the email titled "Personal Data".

A SAR provides the individual on request: -

i) A copy of their personal data held both on paper and electronically.
ii) Is provided in hard copy or, if requested by email, by email for e.g., in a pdf format.

A Data Portability Request provides the individual on request:

i) A copy of their personal data held electronically only.
ii) Only includes the data provided by the individual to the firm, not any data created by the firm itself.
iii) Excludes any data provided for AML or other legal/ regulatory reasons.
iv) Is provided in an interoperable, machine-readable format e.g., by the individual downloading their data from a secure site using the password provided.
v) At the individual's request, can likewise be provided to another Broker firm.

If you require further information on either a Subject Access Request or Data Portability Request, please contact us.

Insurers may subscribe to industry databases for credit and/or fraud prevention i.e., the electoral roll and credit information, in this instance, your data may be passed on in order to share information. A record of the enquiry may be viewed by other companies if you apply for their services. Insurers may also pass information onto the Claims and Underwriting Exchange Register, run by Insurance Database Ltd (IDS Ltd). The aim is to help insurers to check information provided and also prevent fraudulent claims. When insurers deal with requests for insurance, they may search the register. When insurers are informed about an incident, which may or may not give rise to a claim, they will pass information relating to it to the register. You can ask insurers for more information about this. Insurers may also pass your information to reinsurers and/or loss adjusters.

As part of our service to you, we share certain information regarding your policy (subject the policy relates to a "G" registered aircraft) with the U.K. Civil Aviation Authority (CAA). The CAA is required to monitor compliance with requirements of regulation EC785/2004 on insurance requirements for air carriers and aircraft operators.

In the past this has been done by requesting a copy of the Certificate of Insurance directly from you, the aircraft owner - the details are then verified and added to the CAA database. However, in order to reduce the administrative burden on you, the aircraft owner, we have agreement in place with the CAA whereby we provide the information on your behalf.

By providing us with your personal data, you consent to all of the information being used/ processed/ disclosed and retained as required by Altitude Insurance Limited and/or Altitude Insurance Brokers Ltd.

All materials designed, created and utilised by us in relation to our services to you and/or Insurers shall remain the intellectual property (ownership, title, copyright etc.) of Altitude.

Altitude has not appointed a Data Protection Officer per GDPR.

As a Data Subject you may submit a claim to Laura Durcan regarding the following:

- How your personal data has been processed
- How your request for access to data has been handled
- How your complaint has been handled
- Appeal against any decision made following a complaint.

Data subject(s) lodging a complaint with Laura Durcan may do so by means of a Contact Form and/or via email direct to the Data Protection Officer/GDPR Owner as published (on the homepage) on the company website.

Data subject(s) may also lodge a complaint in writing. Complaints received by telephone will not be accepted and will need to be in writing.

Complaints are to be resolved within our normal Complaints timeline and procedure – please see Complaints Procedure document available on our website. Appeals on the handling of complaints are to be resolved within 30 days.

If Altitude fails to act on a data subject(s) access request within 30 days or refuses the request, we must specify in clear and plain language the reasons we are unable to respond or indeed, why the request was refused.

You also have the right to complain directly to the supervisory authority (Office of the Data Protection Commissioner) and seek judicial remedy, current contact details of the supervisory authority are - Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, R32 AP23.

Data Portability Entitlements – you are entitled to:

- a copy of your personal data provided to Altitude.
- the right to transmit your personal data to another Data Controller.

This procedure applies where a data subject(s) exercises their right to data portability and applies to Altitude (Data Controller) to receive their data, where they may wish to reuse or transfer it to other data controllers.

It is also applicable to circumstances where; Altitude is the "receiving data controller". That is, when personal data from an alternative data controller or competitor is received due to the data subject(s) exercising their right to data portability.

Confidentiality

Each party agrees to keep confidential all information (written or oral) relating to the services/ business activities/ activities/ affairs of each other and their clients. Information can only be released subject prior written consent. This does not extend to cover information already lawfully in the other parties' possession at the date of its disclosure or in the public domain (other than as a breach of this Agreement).

Complaints Procedure

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing 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 on the firm's website and on request.

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. (Insert Name) is responsible for managing potential conflicts of interest. 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. Agreements to this effect are in place with the following: N/A. 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.

Money Laundering

Altitude reserves the right to request any facts about you which it reasonably believes it needs to know in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended).

Documentation

It is your responsibility to check all policy documentation that we provide to you to ensure there are no errors or misunderstandings. You must advise us immediately in the event of any errors or misunderstandings or if there is anything you feel is not in accordance with your instructions to us.

You are responsible for the safe storage of all policy documentation provided to you, for as long as it is possible for a claim to be made under the policy in question. In the event that you request a copy of your client file from us, we reserve the right to charge a reasonable fee to cover the time spent and costs incurred in dealing with this request.

Claims

Insurers have strict requirements regarding the process you must follow in the event of an incident that has or may give rise to a claim. This process will be detailed within your Policy Wording however, in all cases, immediate notice of any claim is to be given to –

Altitude Insurance Limited and/or Altitude Insurance Ltd T/as Altitude Quest Insurance, 60 Merrion Square South, Dublin 2, D02 HE24, ROI
Altitude Insurance Brokers Ltd and/or Altitude Insurance Brokers Ltd T/as Altitude Quest Insurance Solutions, 116 Ardingly Drive, Goring-by-Sea, West Sussex, BN12 4TP, UK

Telephone – 00353 (0)89 2231051/ 0044 (0)7780 552494
Email – office@altitudeinsuranceltd.com
www.altitudeinsuranceltd.com

For any urgent assistance, out of office hours, telephone 0044(0)7780 552494 – if we are unavailable, please leave a message detailing the reason for your call.

Please request our Claims Form for details of the information you are to provide when making a claim.

You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.

If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed -

- 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or
- 10% of the claim settlement amount where the claim settlement amount is more than €40,000.

An insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

Any clause in a contract of insurance that refers to a "material change" will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of both you and the insurer when the contract was concluded.

You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).

If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and it will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

Language/ Law Applicable

All communications, including your Policy documentation, will be issued in English.

The (Re)Insurance shall be governed by and construed in accordance with the Law of *per your individual contract* and the Courts of *per your individual contract* shall have jurisdiction over the (Re)Insurance.

Limitation of Liability

We shall be liable to you for any losses, damages, reasonable costs or expenses (together the "Losses") incurred by you arising directly from our negligence or omission with respect to the services that we provide but subject to the condition that the maximum aggregate liability that we will have to you (including any related company or affiliate of yours) for any and all Losses (or other claims arising in connection with the services that we provide) shall for all purposes whatsoever be limited to a maximum amount of €500,000.

We shall not be liable in contract or in tort or in any circumstances to you (including any related company or affiliate of yours) in connection with the services that we provide for any special, indirect or consequential loss, loss of profits or damage to reputation.

The above noted limitation on liability shall not apply in circumstances where you are a consumer within the meaning of the Central Bank of Ireland's Consumer Protection Code 2012 (the "Consumer Protection Code"). For the avoidance of doubt, when you are a consumer within the meaning of the Consumer Protection Code, these Terms of Business, including the above noted limitation on liability, shall not exclude or restrict, or seek to exclude or restrict:

a. Any legal liability or duty of care to that consumer which we have under applicable law or under the Consumer Protection.
b. Any other duty to act with skill, care and diligence which is owed to that consumer in connection with the provision to that consumer of financial services; or
c. Any liability owed to that consumer for failure to exercise the degree of skill, care and diligence that may reasonably be expected of us in the provision of a financial service.

Miscellaneous

- Altitude is not able to provide any legal, accounting or tax advice.
- We reserve the right to amend these Terms of Business at any time, but such amendments shall not affect any rights or obligations already accrued by you or Altitude. Any such revision to these Terms of Business will be notified to you, with 30 days' notice of effective date, by publication on our website. You will be provided with an up-to-date copy of the Terms of Business at the time of entering into or renewing your policy with Altitude.
- The terms of this Agreement may only be excused if either party is reasonably prevented or restricted from compliance subject written agreement signed by both parties detailing the modifications required in order to arrive at an equitable solution.
- We will contact you by email or provide you with information by posting notices on our website. You accept that communication with us will be mainly electronic. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control including any act, event, non-happening, omission or accident beyond our reasonable control. Our performance under these Terms of Business is deemed to be suspended for the period that such event continues, and we will have an extension of time for performance for the duration of that period.
- If we fail to insist upon strict performance of any of your obligations under these Terms of Business, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms of Business, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of the terms of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing by our authorised personnel.
- If any of the terms of these Terms of Business are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Please keep a copy of this Terms of Business Agreement for your reference.

This Agreement is valid from the 1st of November 2026. Altitude does not accept any liability for the effectiveness or completeness of any existing or prior contract of (Re)Insurance, or any policies placed by you, either directly or via another insurance intermediary, prior to the date you agree to this Terms of Business Agreement.