

Altitude Insurance Limited

General Insurance Intermediary
Managing Director – Laura Durcan

Registered Address - Ground Floor, 71 Lower Baggot Street,
Dublin, D02 P593, ROI
Telephone – 00353 (0)89 2231051/ 0044 (0)7780 552494
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www.altitudeinsuranceltd.com
Part of the GBJ Group – www.gbj-ltd.com

Version Date – 1st January 2021

This Terms of Business Agreement sets out the general terms on which Altitude Insurance Limited (“AIL”/ “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 Insurance Limited, you automatically agree:

1. To Altitude Insurance Limited 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.

Altitude Insurance Ltd is part of the GBJ Group – Grimme Butcher Jones is a Lloyd’s Broker, regulated by the Financial Conduct Authority - 305171. Registered in the UK, No. 01912941, www.gbj-ltd.com.

Regulatory and Authorised Status

Altitude Insurance Limited is regulated by the Central Bank of Ireland as a (Re)Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations 2018. 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 00353 (1)890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Further information regarding the Central Bank of Ireland can be found at - www.centralbank.ie

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

Altitude Insurance Limited has in place, Professional Indemnity Insurance to the level of GBP20,000,000 any one claim for all policies of Aviation (Re)Insurance and EUR1,850,000 any one claim (costs and expenses in addition) for all other types of insurance.

Codes of Conduct

Altitude Insurance Limited is subject to and must comply with the Consumer Protection Code, Fitness and Probity Standards and Minimum Competency Code, which offer protection to Consumers. The Codes can be found on the Central Banks website – www.centralbank.ie. Legislation relevant to the regulation of retail intermediaries is listed here - www.centralbank.ie/regulation/industry-market-sectors/brokers-retail-intermediaries/legislation. 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 is a member of Brokers Ireland. 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.

Insurance Intermediary Services

We act as an Independent Broker which means that:

- a) The principal regulated activities of the firm are provided on the basis of a fair and personal analysis of the market and,
- b) You have the option to pay in full for our services by means of a fee.

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 (Re)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

We can provide advice on and arrange products from the following range -

Services Provided	Phone Number	Basis on which service is provided	Number of Providers
Hot Air Balloon (Re)Insurance	00353 (0)89 223 1051	Limited Analysis	2
General Aviation (Re)Insurance	00353 (0)89 223 1051	Limited Analysis	Miscellaneous
General (Re)Insurance (i.e., Commercial, Public and Employer's liability etc.)	00353 (0)89 223 1051	Limited Analysis	Miscellaneous

Fair and personal analysis - providing services on the basis of a sufficiently large number of contracts and product providers 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.

Limited Analysis – providing services on the basis of a limited number of contracts and product producers available in the market.

Where Altitude Insurance Limited provides services on a limited analysis of the market basis, we aim to check with our panel of providers to ensure we advise and provide you with the most suitable product for your requirements.

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.

We will 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's payable to the relevant insurer for the period of time between renewal and when we receive your instruction.

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

Product Providers

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

Altitude Insurance Limited 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.

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

Altitude Insurance Limited is a member of the Investor Compensation Company Ltd (ICCL) scheme established under the Investor Compensation Act, 1998.

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 Compensation Fund

We are also members of the Brokers Ireland Compensation Fund. 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.

Grimme Butcher Jones

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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, you must –

1. At all times act with upmost good faith towards us and Insurers
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

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 Insurance Limited will be as stated in the Policy Schedule and/or Flight Certificate.

All new Altitude Insurance Limited Policies of (Re)Insurance contain a 14-day cooling off period for Consumers (as defined by SI No 853 of 2004) within which you are entitled to a refund for the period of cover that has not been used – subject to claim has been notified/ paid/ outstanding, less a GBP25 administration fee payable to Altitude Insurance Limited. This 14-day period starts from the date on which your (Re)Insurance policy commences or the date on which you receive your (Re)Insurance policy documents, whichever is later.

To exercise this right, you must contact Altitude Insurance Limited 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 Insurance Limited, 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 Insurance Limited. Upon cancellation, you are required to destroy any/ all documents issued as Confirmation of Coverage provided by Altitude Insurance Limited.

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 Insurance Limited 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

Our firm will exercise its legal rights to receive payments due to it from clients (fees and (Re)Insurance premiums) for services provided.

In particular, without limitation of 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 (Re)Insurance for the client.

Product producers may withdraw benefits or cover in the event of default on payments due under policies of (Re)Insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Insurers require prompt payment of all premiums due (whether at inception/ mid-term adjustment/ renewal) in order to ensure continuous coverage.

If payment is not received within 30 days of the due date, Altitude Insurance Limited and/or Insurers reserve the right to look to issue Notice of Cancellation for non-payment of premium. In the event of policy cancellation, a time on risk charge will still be payable and payment recovery procedures may be commenced in order to collect this charge. If you ever have any issues making your policy premium payments, please discuss this with us as soon as possible.

If you ever have any issues making your policy premium payments, please discuss this with us as soon as possible.

If you need any further advice concerning arrears with your policy premium payments, please see The Money Advice and Budgeting Service - www.mabs.ie or The Money Advice Service - www.moneyadvice.org.uk.

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 Insurance Limited may be 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.

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.

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

Additional fees charged by Altitude Insurance Limited for their services are as detailed below, please note, additional fees may be charged by Insurers.

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

All premiums quoted by Altitude Insurance Limited 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.

Although not standard practice of Altitude Insurance Limited, you may choose to pay in full for our services by means of a fee. In the event that a fee is payable, we will discuss fully with you the amount due and all payment options. If we receive commission from a product provider this may be offset against the fee which we 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. Where we receive recurring commission, this forms part of the remuneration for the initial advice provided. We 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.

Where fees are chargeable or where you chose to pay in full for our services by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from EUR100 per hour, where it is not possible to provide the exact amount, we will provide you with the method of calculation of the fee.

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).

Client Money

Altitude Insurance Limited will accept payments by bank transfer, PayPal or GoCardless in respect of any service provided in the circumstances permitted under Section 25G of the Investment Intermediaries Act 1995. Altitude Insurance Limited 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 inceptioned/ 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.

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.

Disclosure of Information

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

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 Insurance Limited 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; available on our website.

We will ensure that this Privacy Notice is easily accessible. Please refer to our website (www.altitudeinsuranceltd.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 Insurance Limited 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.

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 Limited, C/o Laura Durcan, Ground Floor, 71 Lower Baggot Street, Dublin, D02 P593, 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 Insurance Limited 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 Limited, C/o Laura Durcan, Ground Floor, 71 Lower Baggot Street, Dublin, D02 P593, 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. 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 Insurance Limited.

Altitude Insurance Ltd has not appointed a Data Protection Officer per GDPR.

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

- o How your personal data has been processed
- o How your request for access to data has been handled
- o How your complaint has been handled
- o 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 Insurance Ltd 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, Portarlinton, Co. Laois, R32 AP23.

Data Portability Entitlements – you are entitled to:

- a copy of your personal data provided to Altitude Insurance Ltd.
- 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 Insurance Ltd (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 Insurance Ltd 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.

Altitude Insurance Ltd shares certain information about you and your policy with GBJ, as part of our working relationship with them and in the course of placing/ maintaining your policy.

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. 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).

In the event that you have a query about the placement or performance of a Policy you should, in the first instance, contact Laura Durcan.

Should this develop into a complaint you should address your complaint in writing to: -
Altitude Insurance Limited, C/o Laura Durcan, Ground Floor, 71 Lower Baggot Street, Dublin, D02 P593, ROI or

Laura@altitudeinsuranceltd.com with the email titled "Complaint".

We will acknowledge, in writing, all complaints within 5 working days of receipt unless the complainant has already been resolved to the satisfaction of the complainant within this time frame.

All complaints will be fully investigated as swiftly as possible, and a full response provided to you within 5 days of the completion of the investigation. We will provide regular updates, in writing, regarding any investigation at intervals not exceeding 20 working days. If the complaint has not been resolved within 40 working days of receipt, we will write to you to inform you of the anticipated resolution date. On completion of our investigation, we will provide you with a written report of the outcome. If you are dissatisfied with the handling/ outcome of your complaint you may refer your complaint to the Financial Services Ombudsman. Referring your complaint to the Financial Services Ombudsman does not affect your legal rights. A full copy of our complaint's procedure is available on request.

The Financial Services Ombudsman is a statutory officer who deals independently with unresolved complaints from consumers about their individual dealings with all financial service providers. It is a free service to the complainant. For more information, please see - www.financialombudsman.ie

Upon request, Insurers will send a copy of their complaints procedure which includes time scales for responses established by their relevant supervisory body.

A full copy of our complaint's procedure and further information on how we manage complaints can be found on our website under the "Documents" section – www.altitudeinsuranceltd.com

Conflict of Interest

Altitude Insurance Limited aims at all times to treat you fairly and attempt to avoid any conflict of interest when providing its services to you. We will not deliberately put ourselves in a position where our duty to one person will prevent us from carrying out our duty to another and maintain internal procedures to this effect. Sometimes however, unavoidable conflicts may arise, in this situation we will write to you to outline the nature of the conflict prior to providing you with any service.

Where conflicts are particularly complex or difficult to manage, we will work with you to mitigate any impact upon you and may discuss whether you are happy for us to continue acting on your behalf. A full copy of our conflicts of interest policy is available on request.

Money Laundering

Altitude Insurance Limited 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 –

Grimme Butcher Jones Ltd. Boundary House, 7-17 Jewry Street, London EC3N 2EX

Telephone – 0044 (0)207 264 0420/ 0044 (0)207 264 0424
Email: paulam@gbj-ltd.co.uk & copy to office@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.

Claims are dealt with by our specialist, in-house claims team within GBJ, our parent company.

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 Insurance Limited are 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 Insurance Limited. 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 Insurance Limited.
 - 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.
4. What will you have to pay us for our services? No fee is available unless specifically advised to you separately.
 5. Who regulates us? Altitude Insurance Ltd is authorised and regulated by the Central Bank of Ireland, registration number C143970. Our permitted business is General (Re)Insurance Intermediary. You can check this on the Central Bank of Ireland's Register by visiting the website www.registers.centralbank.ie or by contacting the CBol on 00353 (0)1 2244000.
 6. What to do if you have a complaint? If you wish to register a complaint, please contact us: Altitude Insurance Limited, C/o Laura Durcan, Ground Floor, 71 Lower Baggot Street, Dublin, D02 P593, ROI or Laura@altitudeinsuranceltd.com with the email titled "Complaint". If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.
 7. Altitude Insurance Limited is a member of the Investor Compensation Company Ltd (ICCL) scheme and the Brokers Ireland Compensation Fund.

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

This Agreement is valid from the 1st January 2021. Altitude Insurance Limited do 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.

KEYFACTS – About our (Re)Insurance Services

1. The Central Bank of Ireland – the CBol is an independent watchdog that regulates financial services. Use this information to decide if our services are right for you.
2. Whose products do we offer? We only offer products from a single/ limited number of Insurers for the products that we offer. You can ask us for a list of products and Insurers we offer (Re)Insurance from.
3. Which service will we provide you with? We will advise and make a recommendation for you after we have assessed your needs for the type of (Re)Insurance you have applied to use for.