

# **McCARTHY INSURANCE GROUP**

## **FINANCIAL SERVICES TERMS OF BUSINESS**

### **FROM 05<sup>th</sup> of September 2018 UNTIL FURTHER NOTICE**

These Terms of Business set out the basis on which Charles McCarthy Insurances Limited will provide services to you, our valued client. Charles McCarthy Insurances Limited trades under several trading names, set out below. For simplicity, the remainder of these Terms of Business will refer to us by our principal trading name; McCarthy Insurance Group. These Terms of Business apply to clients who purchase Life Assurance, Pension, Savings and Investment products from us; a separate Terms of Business document applies to clients who purchase Non-life Insurance, Health Insurance and Insurance Premium Finance. By proceeding to transact business through Charles McCarthy Insurances Limited you agree to the terms as per this Terms of Business document. Please ensure that you have both read and understood these terms and if there are any aspects you don't understand or if you have any queries whatsoever, please don't hesitate to contact us. This Terms of Business document supersedes with immediate effect any others that we have previously issued to you.

#### **ABOUT MCCARTHY INSURANCE GROUP**

Charles McCarthy Insurances Limited, trading as **McCARTHY INSURANCE GROUP, McCARTHY FINANCIAL SERVICES, BESTQUOTE McCARTHY, COMMERCIAL INSURANCE BROKERS** and **O'RIORDAN INSURANCES** is regulated by the Central Bank of Ireland.

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Financial Services Office: 3/4 South Mall, Cork | Phone: (021) 4251133 | Fax: (021) 4251361 | E-mail: [financial@mig.ie](mailto:financial@mig.ie)

#### **REGULATORY & AUTHORISED STATUS**

McCarthy Insurance Group is authorised by the Central Bank of Ireland as an Authorised Advisor and Deposit Broker under the Investment Intermediaries Act 1995 (as amended) and as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations 2005. Our status as an Authorised Advisor, Deposit Broker and Insurance Intermediary can be verified by checking the registers held by the Central Bank of Ireland on their website: [www.centralbank.ie](http://www.centralbank.ie). McCarthy Insurance Group is also authorised by the National Consumer Agency as a Credit Intermediary.

#### **CODES OF CONDUCT**

McCarthy Insurance Group is subject to and complies with the following Central Bank of Ireland Codes of Conduct: Consumer Protection Code, Minimum Competency Code and the Fitness & Probity Standards. These codes offer protection to consumers and can be found on [www.centralbank.ie](http://www.centralbank.ie)

#### **SERVICES PROVIDED**

McCarthy Insurance Group is an impartial Insurance Broker, Financial Adviser and Deposit Broker. As an impartial Insurance Broker we are in a position to place your business with a very wide range of product producers in the Irish, UK & European Insurance markets. We don't have a 'tied' relationship with any product producer which would compromise our ability to provide you with impartial advice and choice.

#### **Products**

Our authorisations enable us to provide our customers with a wide range of Insurance and Investment products. A non-exhaustive list of the products we can provide include:

##### **Life Assurance**

Life Assurance, Mortgage Protection Insurance, Income Replacement plans, Long Term Disability and Specified Serious Illness Cover.

##### **Pensions**

Personal Pensions, Company Pensions, Personal Retirement Savings Accounts (PRSAs), Buy Out Bonds, Approved Retirement Funds and Annuities.

##### **Investments**

Investment Bonds, Tracker Bonds, Capital Guaranteed Lump Sum Investments, Regular Savings & Investment Plans.

##### **Deposits**

Term & Demand Deposits.

#### **Receive & Transmit Orders**

We can receive and transmit orders, on your behalf, for products from each insurance company or financial services provider (Product Producer) with whom we hold an agency. A list of our current product producers is available on request from any of our offices.

#### **Fair Analysis**

We provide the overwhelming majority of our services on the basis of a fair analysis of the market. This means we will research the market on your behalf and recommend the product(s) that, in our professional opinion, are best suited to your own needs and objectives.

#### **Limited Analysis - Deposit Broking**

The only product line where we don't offer a fair analysis service is Deposit Broking. Here we offer a Limited Analysis of the market, meaning that while we are not tied to any one provider, we don't conduct a full market search before making a recommendation. McCarthy Insurance Group places customer deposits with a preferred provider, which is currently Permanent TSB.

#### **REMUNERATION**

McCarthy Insurance Group is remunerated by a combination of commission and fees.

##### **Commission**

McCarthy Insurance Group is remunerated primarily by commission paid to us by Product Producers (Insurance companies & other financial institutions) on placing your business with them. This commission compensates us for the work involved in placing an order and finalising the

product with the product producer on your behalf. The amount of commission earned will vary greatly depending on the product type and the product producer. Where we put in place a financial product with a Product Producer that generates a commission payment to McCarthy Insurance Group, full details of commission receivable will be provided to you with your contract documents. Where we receive recurring commission from Product Producers, this forms part of the remuneration for the initial advice provided and the ongoing management of your policy

## **Fees & Charges**

### **Professional Fee**

McCarthy Insurance Group may also be remunerated by a Professional Fee paid directly by the client for work carried out on the client's behalf. Our fees for providing the services covered by this Terms of Business Letter are based on a combination of; time spent researching the market, time spent on advice and consultation, the level of skill and responsibility required of the adviser in respect of the services provided and any expenses incurred during the process. McCarthy Insurance Group provides a professional service to our clients and we incur levels of expenses and overheads similar to other professionals. Our costs include light/heat, telephone/broadband, rent, rates, insurance, salaries/PRSI, motor, transport, postage, stationery, I.T. and software licence fees etc.

Our current basic hourly Professional Fee rate is: €300 for Managers & Qualified Financial Advisers and €150 for support staff. In determining the rate, any additional charging factors will be taken into account including; specialist skills required of the adviser, the complexity of the product or transaction concerned, the value of the transaction, the level of risk and the urgency with which the transaction must be completed.

Any Professional Fee levied by McCarthy Insurance Group will be charged in lieu of, not in addition to, any commission earned from Product Producers i.e. if you opt to pay for our services in full by way of a Professional fee, any commission earned from Product Producers will be rebated to you.

### **Charges**

Charges, as distinct from our Professional Fee, are levied to cover administrative costs incurred by McCarthy Insurance Group due to the actions of the client. Charges are levied in addition to any commission earned from Product Producers or any Professional Fee paid by the client. The specific charges that are levied by McCarthy Insurance Group are outlined below.

### **Charges on Direct Debit Defaults and Dishonoured Cheques**

McCarthy Insurance Group will charge a minimum of €7.50 for processing each & every: (i) Direct Debit Default by the client and (ii) cheque received from the client which is subsequently dishonoured by the bank. Cheques may be dishonoured for various reasons including: insufficient client funds (bounced cheques), payments stopped by clients (stopped cheques) etc.

### **Third Party Charges**

McCarthy Insurance Group may, on occasion, source your insurance needs through a Third Party Intermediary, who may charge for their services. Any charges levied by a Third Party Intermediary will be disclosed in your product disclosure documents and contract documents.

## **INSURANCE PREMIUM HANDLING**

McCarthy Insurance Group will accept payments in cash, by credit / debit card, by bank draft and by cheque from clients in respect of all classes of Insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995. McCarthy Insurance Group is not authorised to accept cash or negotiable instruments as payment for insurance policies in any other circumstances. In compliance with Central Bank legislation, McCarthy Insurance Group cannot pay insurance premiums to Product Producers, where payment has not been received from clients.

### **Receipts:**

McCarthy Insurance Group shall issue a receipt for each non-negotiable or negotiable instrument or payment received from clients. This is required pursuant to Section 30 of the Investment Intermediaries Act 1995, as amended, and the Consumer Protection Code 2012. Receipts are issued with your protection in mind and should be stored safely.

## **COOLING OFF PERIOD**

A consumer who purchases a financial product from McCarthy Insurance Group over the phone or through the internet, without any face-to-face contact with us, has the right to withdraw from that product within a certain period following the inception of the product without penalty and without giving any reason; this is known as the Cooling Off period. The Cooling Off period varies according to the type of financial product purchased: for Life Assurance company products and Personal Pensions the cooling off period is 30 days; for other Investments the cooling off period is only 14 days. The exact cooling off period for your product will be included in your contract documents. The right of withdrawal may be exercised by notice in writing to McCarthy Insurance Group, quoting your policy number. Should this right be exercised the Product Producer may charge a pro rata premium for the period you are on cover. Any Fee or Charge paid by the consumer to McCarthy Insurance Group for work carried out prior to cancellation, shall not be refundable.

## **CANCELLATION**

Depending on the type of product you purchase, you may also have the right to cancel your product outside of the cooling off period. Please refer to your product terms & conditions for details as cancellation rights vary greatly across products.

McCarthy Insurance Group and your Insurer both reserve the right to cancel your policy at any time by notice in writing to your last known address.

A non-exhaustive list of reasons for cancellation includes:

You fail to pay the premium due at product inception and/or in accordance with the product terms & conditions;

Your bank returns your payment cheque due to insufficient funds or any other reason; or

You fail to disclose material facts in accordance with Insurance law; or

Any other reason outlined in your product terms & conditions.

We recommend that you read your product contract documents in full in order to familiarise yourself with these terms & conditions and if there is any aspect that you don't understand, please contact us.

## CONFLICT OF INTEREST

It is McCarthy Insurance Group policy to avoid any conflict of interest when providing services to our clients. However, where an unavoidable conflict of interest arises, we will advise you of this conflict before proceeding to provide you with any further services. We will ensure, in any case, that you are treated fairly at all times. If you have not been advised of any conflict of interest, you are entitled to assume that none arises.

## COMPLAINTS

If you are unhappy with any aspect of our service or products you can let us know by contacting: Enda Murphy QFA, Financial Services Manager, McCarthy Insurance Group, 2 & 3/4 South Mall, Cork. You can make your complaint in writing (by letter or e-mail), over the phone or in person. Our aim is resolve all customer complaints as expeditiously as possible. Where we cannot resolve your complaint there and then, however, we will write to you formally within 5 business days of the date of your complaint, confirming the facts as we understand them and informing you of the person within McCarthy Insurance Group who will manage the investigation of your complaint. We endeavour to investigate and resolve all customer complaints within 40 working days of receiving them. You will, in any event, be provided with a written update of the progress of your complaint every 20 working days. In the unlikely event that we have not completed our investigation within 40 working days we will advise you in writing of the anticipated timeframe in which we foresee the investigation being concluded. Once our investigation has concluded we will, within 5 working days, issue you with a letter setting out the results of our investigation and our final response to your complaint.

### Financial Services and Pensions Ombudsman

If we have not resolved your complaint within 40 working days, or if you have received a final response from us and you remain dissatisfied, you have the right to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2 | D02 VH29 | T: (01) 5677000 | E-mail: info@fsp.oie

## CONSUMER PROTECTION

**ICCL:** McCarthy Insurance Group is a member of the Investor Compensation Company Limited (ICCL) established under the Investor Compensation Act, 1998. The ICCL Scheme provides for the payment, in certain circumstances, of compensation to the clients of an ICCL member firm, provided that those clients fall within the definition of an eligible investor contained in the Investor Compensation Act. In the event that a right to compensation is established, the ICCL Scheme provides for payment of up to 90% of an eligible loss or €20,000, whichever is the lesser.

**Brokers Ireland Compensation Fund Ltd:** McCarthy Insurance Group is a member of the Brokers Ireland Compensation Fund Ltd. In addition to having an ICCL claim, the Trustees of the compensation fund will generally consider paying additional compensation up to €100,000, by a single claim, or 90% of the loss suffered, whichever is the lesser. The maximum compensation payable in respect of total claims in the aggregate in respect of McCarthy Insurance Group is €250,000.

**Professional Indemnity Insurance:** For your further protection the Group has €20 million Professional Indemnity cover for errors and omissions.

## LIMIT OF LIABILITY

To the extent permitted by law, McCarthy Insurance Group's and/or its affiliates' aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Terms of Business agreement or the services provided hereunder shall be limited as follows:

- (i) in respect of personal injury or death caused by McCarthy Insurance Group's negligence, no limit shall apply;
- (ii) in respect of any fraudulent acts (including theft or conversion) or wilful default by McCarthy Insurance Group, no limit shall apply;
- (iii) in respect of other claims, the total aggregate liability of McCarthy Insurance Group shall be limited to the sum of €20 Million; and
- (iv) subject to clauses (i) and (ii) above, in respect of the following losses: loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any other indirect or consequential loss, McCarthy Insurance Group will have no liability in any circumstances.

The above limitations on liability shall not apply in circumstances where our client is a consumer within the meaning of the Central Bank of Ireland's Consumer Protection Code.

## DATA PROTECTION

Charles McCarthy Insurances Limited ("the Company") is committed to complying with the requirements of the General Data Protection Regulation and the Irish Data Protection Act 2018. The Company is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and ensure you understand your rights as our client. The data will be processed only in ways outlined in our Privacy Notice. To see our Privacy Notice please note that same is on our website at [www.mig.ie](http://www.mig.ie). We will ensure that this Privacy Notice is easily accessible. If it is not suitable to view on our website please contact us and we will ensure you receive a copy by post. Please contact Danny O'Connell at (021) 4279999 or E Mail [compliance@mig.ie](mailto:compliance@mig.ie) if you have any concerns about your personal data.

## CALL RECORDING

McCarthy Insurance Group records all telephone calls, inbound and outbound, for regulatory, quality, training and verification purposes. All data captured by these facilities are managed in accordance with the Data Protection Acts.

## CCTV & VOICE RECORDING

CCTV and voice recording facilities are in place at the customer counter in all our offices. These facilities are in place for security, quality, training and verification purposes. All data captured by these facilities are managed in accordance with the Data Protection Acts.

## DUTY OF DISCLOSURE

It is your responsibility to provide complete and accurate information when arranging an insurance policy. Any failure to disclose any 'material facts' to McCarthy Insurance Group, either when making the application or subsequently, may render your insurance cover void. A 'material fact' is a fact so important that its disclosure would influence the decision of an Insurer, either with respect to writing coverage, settling a loss or determining a premium. A non-exhaustive list of material facts would include: your medical history; questions about your lifestyle & occupation; whether you are a smoker/non-smoker; whether you are a drinker/non-drinker etc. If in any doubt as to whether a fact must be disclosed, please ask us.

## YOUR RESPONSIBILITIES

You are responsible for providing the complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy, but it also applies throughout the life of a policy. If you fail to disclose information, or misrepresent any fact which may influence the insurers decision to accept the risk or the terms offered, this could invalidate the policy and mean

that claims may not be paid. You must check all details on any proposal form and pay particular attention to any declaration you may be asked to sign. It is important that you read all documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter please contact us for guidance.

**GOVERNING LAW & LANGUAGE**

The laws of Ireland form the basis for establishing relations between you and McCarthy Insurance Group. All contracts, terms, conditions and communications relating to any policies you may enter with us will be in English.

**Note: This Terms of Business letter supersedes with immediate effect any others that we have previously issued to you. I/We acknowledge receipt of this Terms of Business letter and that I/we have read through and understand these terms. I/We accept the Terms of Business offered to me/us by McCarthy Insurance Group and agree to be bound by those terms in all my/our dealings with McCarthy Insurance Group.**

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Advisors Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Please retain a copy of these Terms of Business for your reference  
Terms of Business valid from 05<sup>th</sup> of September 2018*