

MCCARTHY INSURANCE GROUP

FINANCIAL SERVICES TERMS OF BUSINESS

FROM 01st OF JUNE 2023 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, SIMPLY INSURE and COMMERCIAL INSURANCE BROKERS** 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

REGULATORY & AUTHORISED STATUS

McCarthy Insurance Group is authorised by the Central Bank of Ireland as an Investment Intermediary and Deposit Broker under the Investment Intermediaries Act 1995 (as amended) and as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. Our status as an Investment Intermediary, 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.

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

CONSUMER INSURANCE CONTRACTS ACT 2019

New Business and Renewal

- i) 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 Assurance and Personal Pension policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies only on sales that took place on a non-face to face basis (distance sales). 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. This right to cancel does not apply where, in respect of life assurance the contract is for a duration of six months or less, or in respect of general insurance, the duration of the contract is less than one month
- ii) 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
- iii) A court of competent jurisdiction can reduce the pay-out to you where they are in breach of their duties under the Act, in proportion to the breach involved

Post Contract Stage and Claims

- i) 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
- ii) 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 the contracting parties when the contract was concluded
- iii) 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
- iv) You must notify the Insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance
- v) If you become aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. The Insurer is under the same duty
- vi) If you make a false or misleading claim in any material respect (and knows 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
- vii) Where an Insurer becomes aware that a Consumer has made a fraudulent claim, they may notify the Consumer advising that they are avoiding 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

The Consumer Insurance Contracts Act 2019 does not apply to non-Consumer Clients who are defined as a Company (including as a member of a Group of Companies) with a turnover of greater than €3million in the previous financial year.

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

Consumers: Duty of Disclosure when completing documentation for New Business, Renewals and Mid-Term Adjustments

Section 8 and Section 14 (1) - (5) of the Consumer Insurance Contracts Act which is effective from 1st September 2021 alters Consumers Duty of Disclosure:

- You are required to answer all questions posed by us or the Insurer honestly and with reasonable care - the test will be that of the 'Average Consumer'. 'Average Consumer' as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account Social, Cultural and Linguistic factors.

- Specific questions will be asked. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

An Insurer may repudiate liability or limit the amount paid on foot of the contract of insurance, only if it establishes that non-disclosure of material information was an effective cause of the Insurer entering into the relevant contract of insurance and on the terms on which it did.

Completed Proposal Forms / Statement of Fact

Completed Proposal Forms or Statement of Facts will be provided to you. These are important documents as they form the basis of insurance contract between the Insurer and you the Consumer. You should review and confirm that the answers contained within are true and accurate. If any of the answers are not true and accurate please contact our office immediately. Any corrections that are deemed necessary may result in the risk being re-submitted to the Insurer who's Premium and / or Terms and Conditions may be subject to change as a result.

Non-Consumer Clients: Disclosure of Information

It is essential that you bring to our attention any material alteration in risk such as change of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

Sustainable Finance Disclosure Regulation ('SFDR')

This EU Regulation is effective from 10th March 2021. As the area of the SFDR is new and evolving without sufficient information being currently available, we do not currently assess in detail the adverse impact of investment decisions on suitability when providing investment or insurance advice. The key product providers with which we engage have developed responsible investment as part of their investment philosophies and sustainability policies. However, detailed information on specific fund recommendations we recommend is not always available. As further information on the approach being taken by product providers, and their internal/external fund managers, becomes available over the course of the next year, we anticipate reviewing these areas in our assessments

SERVICES PROVIDED

McCarthy Insurance Group is an Insurance Broker, Financial Adviser and Deposit Broker. As an Insurance Broker we are in a position to place your business with a very wide range of Product Providers in the Irish, UK & European Insurance markets. We do not have a 'tied' relationship with any Institution (Product Provider) which would compromise our ability to provide you with professional advice and choice. In addition, we do not have a holding, direct or indirect, representing 10 per cent or more of the voting rights or of the capital in any Insurance Undertaking and likewise no Insurance Undertaking has such a holding in the McCarthy Insurance Group. We represent our customers when dealing with Insurance Undertakings (Product Providers).

We provide broad based advice on a fair and personal analysis basis in relation to the following:

Products

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

Life Assurance

Life Assurance (e.g. Level Term, Convertible and Decreasing Term, Whole of Life)

Protection

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

Ongoing Suitability of Insurance Products and Investments

The McCarthy Insurance Group do not conduct a periodic assessment of the suitability of insurance-based Investment Products or Non-Life Financial Instruments on an ongoing basis unless instigated at your request. However, 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 or investment 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 insurance cover and / or inappropriate investments

Receive & Transmit Orders

We can receive and transmit orders, on your behalf, for products to each Product Provider with whom we hold an agency. A list of our current Product Providers is available on request from any of our offices.

Fair and Personal Analysis

We provide the overwhelming majority of our services on the basis of a 'Fair and Personal Analysis' of the market. The concept of 'Fair and Personal Analysis' is derived from the Insurance Distribution Directive. It describes the extent of the choice of products and providers offered by an Intermediary within a particular category of Life Assurance, 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 operation in the market for a particular product or service and their relative importance in and share of that market. The extent of 'Fair and Personal' analysis must be such that could be reasonably 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 McCarthy Insurance Group will research the market on your behalf and recommend the product(s) that, in our professional opinion, is / are best suited to your own needs and objectives

Limited Analysis - Non-Insurance Based Investment Products

In relation to Non-Insurance based Investment Products, other than Bank Deposit accounts, we provide advice on a limited analysis and non-independent basis, as we may receive remuneration from the Product Providers of such products. These products include structured products which may typically be listed Bonds and Shares, Collective Instruments, Unit Trusts and Tracker Bonds. The Product Providers with which we currently hold agencies are Wealth Options Ltd, Blackbee Investments Ltd, BCP Asset Management and Cantor FitzGerald Ireland Ltd

Limited Analysis - Deposit Broking

In relation to Deposit Broking we provide advice on 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. The McCarthy Insurance Group place customer deposits with a preferred provider, which is currently Permanent TSB

Limited Analysis - Health

We provide advice on a Limited Analysis basis in relation to Health Insurance through our Agency with Irish Life PLC

REMUNERATION

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

Commission

The McCarthy Insurance Group is remunerated primarily by commission paid to us by the relevant Product Provider on placing your business with them. We may also receive other payments depending on the volume of business placed with the Product Provider. This commission compensates us for the work involved in placing an order and finalising the product with the Product Provider on your behalf. The amount of commission earned will vary greatly depending on the Product Type and the Product Provider. For certain Life Assurance, Pension policies and Personal Retirement Savings Accounts (PRSAs) details of the commission receivable is outlined in the quotation provided to you and the policy documentation issued by the Product Provider. In relation to Investment Products, other than Pensions, you will be provided with a Key Investor Document ('KID'). We may also receive recurring (trail) commissions from your Product Provider(s) while your policy(s) remains in force. These contribute to the costs of our initial advice and ongoing administration services which we provide to you.

Fees & Charges

Professional Fee

The McCarthy Insurance Group may also opt to charge a Professional Fee in certain circumstances 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. Where this applies, we will confirm the fee in writing prior to the completion of the business. The 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.

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.

RECEIPTS:

Following the removal of 'insurance products' and other 'insurance' references from the Investment Intermediaries Act 1995 (IIA) by Provision 55 of the Insurance Distribution Regulations 2018 (IDR) the McCarthy Insurance Group shall issue a receipt for any payment received from Clients for the purposes of transmitting an order pursuant with Provision 3.5 of the Consumer Protection Code 2012 in respect of all Life Assurance and Insurance based Investment Products

Alternatively, for Non-Insurance based Investment Products the McCarthy Insurance Group shall issue a receipt for each non-negotiable or negotiable instrument payment received from Clients for the purposes of transmitting an order or a deposit to a Product Provider pursuant to Section 30 of the Investment Intermediaries Act 1995, as amended.

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 under S.I. No. 853/2004 - European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004; 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 irrespective of whether the sale took place on a non-face to face basis; 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 in certain circumstances 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@fspo.ie

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.

IBA Compensation Fund Ltd: McCarthy Insurance Group is a member of the Irish Brokers Association 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.

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. 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 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.

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.

I/We agree to the McCarthy Insurance Group using my/our Personal Data in order to arrange products on my/our behalf, provide services on an ongoing basis, and to contact me/us to offer additional products or services in the manner describer earlier in this document. Please tick to give your consent

Signed: _____

Date: _____

Advisors Signature: _____

Date: _____

*Please retain a copy of these Terms of Business for your reference
Terms of Business valid from 01st of June 2023*