

**MCCARTHY INSURANCE GROUP**  
**GENERAL (NON-LIFE) & HEALTH INSURANCE TERMS OF BUSINESS**  
**A CONTRACT OF INSURANCE WITH EFFECT FROM 23<sup>rd</sup> MARCH 2026 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 General (Non-life Insurance), Health Insurance and Insurance Premium Finance from McCarthy Insurance Group; a separate Terms of Business document applies to clients who purchase Life Assurance, Pension and Investment products from us. By proceeding with your policy 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. **Your direction to bind cover and/or your payment related to your insurance placement will be deemed your full, informed, agreement to be bound by the provisions of this Terms of Business Agreement.**

**ABOUT MCCARTHY INSURANCE GROUP**

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

Head / Registered Office: Anderson Centre, O'Neill Crowley Quay, Fermoy, Co. Cork | Registered in Ireland, number 357858 | Phone: (025) 31199 | E-mail: [info@mig.ie](mailto:info@mig.ie) | Web: [www.mig.ie](http://www.mig.ie)

**REGULATORY & AUTHORISED STATUS**

McCarthy Insurance Group is authorised by the Central Bank of Ireland as an Investment Intermediary under the Investment Intermediaries Act 1995 (as amended) and as an Insurance Intermediary under the European Communities (Insurance Distribution) Regulations 2018. Our status as an Investment Intermediary 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 Competition and Consumer Protection Commission 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, Insurance Distribution Regulations, Supervision & Enforcement (Section 48) Consumer Protection Regulations, Standards for Business Regulations and the Fitness & Probity Standards. These codes offer protection to consumers and can be found on [www.centralbank.ie](http://www.centralbank.ie)

**CONSUMER INSURANCE CONTRACTS ACT 2019 New Business and Renewal**

All consumer insurance contracts are governed in accordance with the Consumer Insurance Contracts Act 2019 (CICA), which can be found on: [irishstatutebook.ie](http://irishstatutebook.ie).

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 €3 million in the previous financial year.

**REGULAR REVIEWS**

You should keep your insurance arrangements under review as there may be other alternatives in the market that could provide savings for you for similar cover. The Competition and Consumer Protection Commission's website provides guidance on what to look out for when getting general (non-life) insurance quotes: <https://www.ccpc.ie/consumers/money/insurance/getting-insurance-quotes/>

The Health Insurance Authority website provides guidance on what to look out for when getting health insurance quotes: <https://www.hia.ie/information/choosing-a-policy>

**CONSUMERS: DUTY OF DISCLOSURE WHEN COMPLETING DOCUMENTATION FOR NEW BUSINESS, RENEWALS AND MID-TERM ALTERATIONS**

Section 8 and Section 14 (1) - (5) of the Consumer Insurance Contracts Act, outlines the 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.

Failure to comply with your duty to answer questions honestly and with reasonable care could result in your policy being void.

## **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 resubmitted to the Insurer whose 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.

## **SERVICES PROVIDED**

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

## **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: General (Non-life) Insurance Policies, Health Insurance, Insurance Premium Finance, Life Assurance, Long Term Disability and Specified Serious Illness Cover, Investment Bonds, Tracker Bonds, Personal Retirement Savings Accounts (PRSAs), Group Pensions and Deposits. Our full range of services can be found on our website: [www.mig.ie](http://www.mig.ie)

## **RECEIVE and 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 or on our website: [www.mig.ie/compliance/](http://www.mig.ie/compliance/)

## **FAIR and PERSONAL ANALYSIS**

We provide all our services on the basis of a fair and personal 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.

## **FAIR and PERSONAL ANALYSIS - HEALTH INSURANCE**

While we can provide you with a fair and personal analysis of your health insurance needs, comparing and contrasting the various plans that are available across the whole market, we can only place your business with one Health Insurance Product Provider - Irish Life Health DAC. We may charge you a fee for any health insurance advice that we provide to you, even where the advice doesn't result in the purchase of a health insurance policy from us.

## **FAIR ANALYSIS vs. LIMITED ANALYSIS**

We will advise you on either a *fair analysis* or a *limited analysis* basis. A *fair analysis of the market* means assessing a sufficiently large number of product providers and insurance contracts to recommend a policy that best meets your needs. In contrast, a *limited analysis of the market* means our advice is based on a smaller number of providers and products, although we are not tied to any single insurer. Most of our services are provided on a fair analysis basis.

## **INSURANCE SCHEMES**

We have agreed special packages (Insurance Schemes) with specific product producers for particular types of cover and for members of certain professional, trade or representative associations. The packages and product producers are selected following a thorough and fair analysis of the market and an assessment that they are the most suitable for typical consumers of that type of cover or for members of those associations. Where we assess consumers as being eligible for these packages, we don't research the market on a case-by-case basis but rather place the business with the preferred provider.

## **BINDING AUTHORITY**

We have entered into binding Authority agreements with some insurers. These agreements enable us to accept insurance business on the insurer's behalf, in accordance with the insurer's underwriting guidelines. Under these agreements we act as agent of the insurer in some regards. Where we intend to place your insurance under such an agreement we shall inform you prior to the inception of the insurance contract.

## **REMUNERATION**

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

## **COMMISSION**

We are often remunerated by commission paid to us by: 1) Product Producers on placing of your insurance business with them and 2) Premium Finance Companies for arranging the finance of your premium with them. This commission compensates us for the work

involved in placing an order and finalising the product with them on your behalf. The amount of commission earned will vary greatly depending on the product type and the product producer. A growing number of Product Producers pay no commission. Some Product Producers pay commission that is not related to the placement of individual policies with them but are based on other factors such as the volume of business introduced to them over time. Details of the commission earned by us on your policy will be disclosed to you at your request. The amount of any commission received by McCarthy Insurance Group will not be deducted from any fee payable. Details of our remuneration policy can be found at: [www.mig.ie/compliance/remuneration-statement/](http://www.mig.ie/compliance/remuneration-statement/)

## FEES and CHARGES

McCarthy Insurance Group is remunerated by a Professional Fee paid directly by the client for work carried out on the client's behalf. A Professional Fee may be charged by us for: The initial work and time spent in seeking the best terms, advice, product and product producer for your specific needs; The work carried out on the renewal of your policy, ensuring that the policy(-ies) recommended to you are suitable for your needs; Arranging premium finance on your behalf; Alterations, amendments and endorsements to your policy; Processing a policy cancellation or a policy suspension; Duplicate documentation requested by you; Insurance consultancy work, including risk management advice and surveys; Administration work on payment defaults, including Direct Debit defaults, bounced cheques etc; Claims handling assistance and general insurance advice; and any other activity detailed in this Terms of Business or our Schedule of Fees & Charges.

## PROFESSIONAL FEES - NON-REFUNDABLE

Professional Fees remunerate us for time spent working on behalf of the customer and are not refundable in the event that the policy is cancelled.

## ARAG LEGAL EXPENSES and PERSONAL ACCIDENT PREMIUM

The premium payable for optional ARAG Legal Expenses & Personal Accident cover is refundable in the event that the policy is cancelled.

## SCALE of FEES and CHARGES

Our Schedule of Fees & Charges can be found in our branch offices and on our website:

**General (Non-Life) Insurance** [www.mig.ie/compliance/scale-fees-charges-general-insurance/](http://www.mig.ie/compliance/scale-fees-charges-general-insurance/)

**Health Insurance** [www.mig.ie/compliance/scale-fees-charges-health-insurance/](http://www.mig.ie/compliance/scale-fees-charges-health-insurance/)

**Financial Service** [www.mig.ie/compliance/scale-fees-charges-financial-services/](http://www.mig.ie/compliance/scale-fees-charges-financial-services/)

McCarthy Insurance Group's scale of fees & charges varies according to the category of insurance product that you purchase from us or seek advice on.

Product	Maximum Fee:	Subject to a Minimum Fee of:
Private Motor, Household and other Personal Insurance products	30% of the Premium	€150 <i>* A reduced min. fee of €60 will apply where all correspondence is issued by MIG via electronic means only.</i>
Small Commercial Motor (Up to 3.5 Tonne GVW)	30% of the Premium	€150 <i>* A reduced min. fee of €60 will apply where all correspondence is issued by MIG via electronic means only.</i>
Commercial Insurance	30% of the Premium	7.5% of the Premium
Health Insurance	€150 or as agreed with the client	No Fee
Cancellation Fee	€150	€150

We reserve the right to amend these fees should the complexity of the product require a higher fee. Any increased fee will be notified to you at least 30 days in advance of the due date. Fees may be waived by McCarthy Insurance Group in certain circumstances.

## ALTERNATIVE FEE STRUCTURE

Subject to prior agreement with the client, we may charge our fees based on an hourly rate of our executives' time rather than by reference to the underlying premium. The current rates are as follows:

- Directors, Managers, Senior Account Executives: €300.00 per hour / Account Executives, Support Staff: €150.00 per hour

## CHARGES ON DIRECT DEBIT DEFAULTS and DISHONOURED CHEQUES

McCarthy Insurance Group will charge a minimum of €20 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. This charge is in addition to any charge that may be levied by the Product Producer and/or Premium Finance Company.

## RETURN PREMIUMS

McCarthy Insurance Group incurs significant administrative costs when processing return premiums for clients and we reserve the right to charge you an administration fee of €60. In accordance with the Consumer Protection Code, this fee will not be charged without your

prior written agreement. At your request a return premium may be put towards full/part payment of another premium due to us; we will, however, require your written instruction to do so. Where premiums are not paid within credit terms McCarthy Insurance Group reserves the right to offset premium rebates due to the client against any sums outstanding from that client to McCarthy Insurance Group and/or the client's Insurers.

### **Renewals**

Once a policy has been arranged, to which you have agreed, the placement of that policy will not be reviewed at each renewal unless you request it.

### **Claims**

You must tell us as soon as possible of any incident or circumstance which may result in a claim under any insurance arranged by us and of all relevant facts relating to it. Failure to do so may result in the insurer not paying the claim. We will notify insurers in accordance with the facts and circumstances notified by you and you will be required to give all necessary information and assistance required by insurers in order to deal with your claim.

### **THIRD PARTY CHARGES**

McCarthy Insurance Group may, on occasion, source your insurance needs through a Wholesale Broker, who may charge a Fee (howsoever titled) for their services. Any charges levied by a Wholesale Broker will be disclosed in your Invoice, Endorsement or Renewal Notice.

### **INSURANCE PREMIUM HANDLING**

McCarthy Insurance Group will accept payments in cash, by credit / debit card, electronic fund transfers, 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. Insurance premiums must be paid by the policy inception date outlined on your invoice or the renewal date appearing on your renewal notice, as applicable.

### **RECEIPT**

A receipt is issued for all Insurance transactions and should be kept in a safe place.

### **PREMIUM FINANCE**

As a credit intermediary, McCarthy Insurance Group can arrange finance for your insurance premium.

### **COOLING OFF PERIOD**

Under the Consumer Insurance Contracts Act 2019 and the Health Insurance Acts, you have a statutory right to cancel your insurance policy within 14 working days if you decide it does not meet your requirements. This is known as the "Cooling Off period". The Cooling Off period begins from the later of: (1) your policy inception/renewal date or (2) the date you received your Insurance Policy Documents, issued on behalf of your Insurer. 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 Insurance Company may charge a pro rata premium and/or an administration charge 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. If the policy is for motor insurance the premium cannot be refunded until the Certificate of Insurance and Windscreen Disc have been returned to McCarthy Insurance Group along with a declaration that the Insured persons and insured vehicle have not been involved in any accident or incident during the cooling off period. This is provided for information purposes only, and you must refer to your Insurance Policy Documents for the specific Cooling Off terms applicable to your policy.

### **CONFIDENTIALITY**

Please note that we agree to keep and maintain all your confidential information in strict confidence and not disclose such information except as is required by law or to carry out our services to you.

### **CANCELLATION**

You, the client, can cancel your policy by notice in writing at any time. Provided that all reasonable Fees & Charges due to McCarthy Insurance Group have been paid and provided that no incident giving rise to a claim has occurred in the current period of insurance, you will be entitled to a proportionate return of the premium for the un-expired period of insurance. The exceptions to this general principle are as follows: (1) if the policy is on a minimum and deposit basis, no return will be allowed on the policy and this will be noted on your policy schedule; (2) if you cancel a property insurance policy during the first year of insurance, no return premium will be allowed by your Insurer; please see your policy terms & conditions for details. Please note that your Insurer may require you to return your policy documents prior to cancellation. In the case of cancellation of motor insurance, you **must** return the Certificate of Insurance and Windscreen Disc to McCarthy Insurance Group before the policy can be cancelled. A Professional Fee of up to €150 will be charged by McCarthy Insurance Group on policy cancellations. 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 policy inception, at renewal or following a mid-term alteration or adjustment; Your bank returns your payment cheque due to insufficient funds or any other reason; You fail to pay your direct instalments and do not pay the outstanding amounts; You fail to disclose material facts in accordance with Insurance law or any other reason outlined in your policy terms & conditions.

We recommend that you read your policy 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.

### **CANCELLATION BY INSURERS**

Please note that your insurer may cancel your policy in certain circumstances. These conditions are outlined on all policy documents, which you should read and note.

### **RIGHT TO DECLINE OR CEASE SERVICING**

McCarthy Insurance Group reserves the right, at our sole discretion and subject to applicable law and regulatory requirements, to decline to accept instructions from a prospective client and/or to cease providing services to an existing client. Circumstances may include (without limitation) where required information is not provided or is inaccurate; where fees, charges or premiums remain unpaid; where a material conflict of interest arises; where we reasonably believe our services are being used for unlawful or improper purposes; where client conduct is abusive, threatening or otherwise unacceptable; where regulatory, compliance or anti-money laundering obligations cannot be satisfied; or where continued engagement would, in our reasonable opinion, compromise our professional, legal or ethical duties. Where practicable, we will provide 6 weeks' notice of our decision and any steps necessary to transfer your business or documentation. This discretion will not be exercised in a manner that is unlawfully discriminatory, and we will at all times comply with our obligations under applicable consumer protection, data protection, and financial services regulation.

### **CONFLICT OF INTEREST**

It is McCarthy Insurance Group's 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. Furthermore, 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.

### **COMPLAINTS**

If you are unhappy with any aspect of our service or products you can let us know by contacting the Branch Manager of the McCarthy Insurance Group branch where you usually transact your business. You can make your complaint in writing (by letter or e-mail), over the phone or in person. Our aim is to 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 and providing you with details of our procedure for handling complaints. 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.

<https://www.mig.ie/compliance/customer-complaints-procedure/>

### **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, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2 | D02 VH29 | T: (01) 5677000 | E-Mail: [info@fspo.ie](mailto: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.

**BROKERS IRELAND CLIENT'S COMPENSATION AND MEMBERSHIP BENEFITS SCHEME:** McCarthy Insurance Group is a member of the Brokers Ireland Client's Compensation Benefits Scheme. 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 ICCL Scheme has failed to adequately compensate any client of the member. Further details are available on request.

**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.

## **SOLVENCY OF INSURANCE PROVIDERS**

In selecting an Insurer, a wide variety of factors are taken into account including the financial status of the Insurer in question. However, we cannot and do not guarantee the solvency of any Insurer with which we place business. We deny any liability in the event of an Insurer becoming insolvent.

## **DATA PROTECTION**

McCarthy Insurance Group 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 the Compliance Manager at (021) 4279999 or email [compliance@mig.ie](mailto:compliance@mig.ie) if you have any concerns about your personal data.

## **PRIVACY POLICY**

Our full Privacy Policy and Marketing Policy set out how we collect, use, store, and protect your personal information, as well as how we communicate with you about our products and services. These policies are available in full on our website and we encourage you to review them carefully: [www.mig.ie/privacy-policy/](http://www.mig.ie/privacy-policy/)

By engaging with our services, you acknowledge that you have been informed of where these details can be accessed and understand that they form an integral part of our Terms of Business.

## **AI TECHNOLOGY AND AUTOMATION**

McCarthy Insurance Group uses approved Artificial Intelligence ("AI") tools and automated systems to support the delivery of our services. These technologies are applied to enhance operational efficiency, improve client experience, and ensure the accuracy and consistency of the information we provide. Their use does **not** replace human oversight or professional judgement.

### **1. Use of AI in Client Interactions**

We may use AI-powered chatbots or virtual assistants to:

- respond to general enquiries,
- assist with navigation of our services, and
- provide guidance based on the information you supply.

These tools operate under strict monitoring, and any advice, quotation, recommendation or decision relating to your insurance cover is always reviewed and authorised by a qualified member of our staff.

### **2. Data Analysis for Service Improvement**

We may use AI systems to analyse client and policy data to:

- identify potential cross-sell or upsell opportunities that may be relevant to you,
- highlight gaps in cover, or
- support us in recommending suitable products or services.

Any such analysis is designed to benefit clients by ensuring that products offered are appropriate and aligned with your needs. All processing is carried out in accordance with applicable data protection laws and our Privacy Notice.

### **3. AI Use in Staff Training**

AI tools may be used to support internal training, improve staff knowledge, and ensure consistent standards in our advice and communications. Training tools may analyse anonymised or aggregated data only; no personal data is used unless legally permitted and strictly necessary.

### **4. Drafting of Client Communications**

We may use AI software to prepare or draft certain client communications, including emails, notices and policy-related correspondence. All AI-generated content is reviewed by McCarthy Insurance Group staff before issue to ensure accuracy, appropriateness, and compliance with regulatory requirements.

### **5. Human Oversight and Responsibility**

AI is used as an assistive tool. We remain fully responsible for:

- the advice we provide,
- the accuracy of information communicated to you, and
- the decisions we make in relation to your insurance arrangements.

No automated decision-making is carried out without meaningful human review and involvement.

### **6. Data Protection and Security**

We take data protection seriously and ensure that any AI tools we use comply with GDPR and other applicable privacy and security obligations. Further information on how your data is used and protected can be found in our Privacy Notice.

## **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**

CCTV facilities are in place at the customer counter in all our offices. These facilities are in place for security 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.

***Please Note: This Terms of Business letter supersedes with immediate effect any others that we have previously issued to you and is in date.***