FINANCIAL SERVICES

Terms of Business

Life Assurance, Pensions, Investments and Mortgages

This document contains the Terms of Business for four firms within LHK Group that provide financial services. Each firm has its own Terms of Business. Please read the one for the firm you are dealing with, as shown on your policy documents and correspondence. Select a firm below to go straight to its Terms of Business.

WHAT THIS DOCUMENT CONTAINS

1 **LHK Kelleher Insurance Ltd** — Pages 2–10
T/A LHK Kelleher Insurance and LHK Group
Life assurance, pensions and investments
Central Bank of Ireland ref. C4757 · Last reviewed June 2026
View terms ›

2 **Finance One Ltd** — Pages 11–19
T/A Finance One, LHK Mortgages and LHK Group
Mortgages, life assurance, pensions and investments
Central Bank of Ireland ref. C40123 · Last reviewed June 2026
View terms ›

3 **RJ Croly & Co. Ltd** — Pages 20–26
T/A LHK Group
Life assurance, pensions and investments
Central Bank of Ireland ref. C2226 · Last reviewed September 2026
View terms ›

4 **Insurances and Financial Services Ltd** — Pages 27–34
T/A LHK Group
Life assurance, pensions and investments
Central Bank of Ireland ref. C8762 · Last reviewed October 2026
View terms ›

LHK Group
Dublin 01 205 5600 · Drogheda 041 983 7660
www.lhkgroup.ie · info@lhkgroup.ie

If you are unsure which Terms of Business apply to you, please contact us.

TERMS OF BUSINESS

LHK Kelleher Insurance Ltd T/A LHK Kelleher Insurance, and LHK Group
Dublin: Rosemount House, Dundrum Road, Co Dublin, D14 P924 Tel: 01 205 5600
Drogheda: 12 Trinity Street, Drogheda Co. Louth A92 RH63 · Tel: 041 983 7660
Website: www.lhkgroup.ie **Email:** info@lhkgroup.ie

This document outlines the basis on which LHK Kelleher Insurance Ltd. T/A LHK Kelleher Insurance, and LHK Group ("the Firm") will provide life insurance and pension business services to you as a client of the Firm. The document also contains details of the regulatory and statutory obligations and the respective duties of both the Firm and you in relation to such services. For clarity, throughout this document, "LHK Kelleher Insurance Ltd." or "the Firm" refers to LHK Kelleher Insurance Ltd. T/A LHK Kelleher Insurance, and LHK Group.

This is an important document – please read it carefully and if you have any questions, please contact us. In the absence of an agreement to the contrary, this document sets out the terms of our relationship with you (our client) for the provision of life and pension services. These Terms of Business supersede any Terms of Business that may have been previously issued by the Firm. If any material changes are made to these terms, we will notify you, in advance of this change.

Authorisation with the Central Bank of Ireland

Our Firm is authorised by the Central Bank of Ireland (C4757) as an Investment Intermediary to provide investment instruments, tracker bonds, PRSA's and insurance policies under Section 10 of the Investment Intermediaries Act, 1995 as amended. Our firm is also registered as an Insurance Intermediary under the European Communities (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 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

The Firm is subject to the following Codes of Conduct issued by the Central Bank of Ireland. These Codes offer protection to our clients and details of all the Codes can be found on the Central Bank website www.centralbank.ie:

- Consumer Protection Code,
- Minimum Competency Code,
- Fitness & Probity Standards, and
- Handbook of Prudential Requirements for Investment Intermediaries

Services Provided

We are authorised to provide advice to you in relation to financial services products, including investment products. As part of our advisory service, we research suitable products on your behalf from Product Producers (including insurers) with whom we hold appointments.

While we take reasonable care in selecting appropriate products and providers, we cannot guarantee the financial performance or ongoing financial security of any Product Producer.

Based on your needs, circumstances and objectives, we will identify and recommend suitable products on a fair and personal analysis basis from the Product Producers with whom we hold appointments. Where you decide to proceed, and on receipt of your instructions, we will arrange and transmit applications or orders on your behalf. A list of the insurers and product providers we deal with is available on request.

This approach applies across the range of insurance, pension, investment and savings products that we advise on.

We may provide advice in relation to the following product types, where appropriate to your circumstances:

- **Pensions and Retirement Planning**, including personal pensions, PRSAs, occupational pension schemes, executive pensions, Small Self-Administered Schemes (SSAS), AVCs, PRSA AVCs and buy-out bonds,
- **Post-Retirement and Wealth in Retirement Services**, including Approved Retirement Funds (ARFs), annuities, lump sum drawdown options and retirement income planning,
- **Life Assurance and Protection Products**, including life cover, employer-sponsored benefits, serious illness cover, income protection, salary protection and total and permanent disability cover,
- **Investment and Savings Services**, including single premium investments, regular savings plans, insurance-based investment products, unit-linked and non-unit-linked investments, and collective investment funds, and
- **Mortgages and Financial Planning**

Any recommendation we make will be based on the information you provide to us and will be explained in a clear, accurate and understandable manner to support you in making an informed decision. In all our dealings with you, we are required to act honestly, fairly and in your best interests.

We will gather sufficient information from you, including details of your financial situation, objectives, needs, knowledge and experience, and risk tolerance where relevant, to ensure that any recommendation is suitable for you. Where required, we will provide you with a written statement outlining why a particular product(s) is considered suitable for your needs and circumstances.

Important Information About Our Advice:

- For insurance products, we provide advice based on a **fair and personal analysis** of the market (as outlined below).
- For certain investment products, we provide advice on a **limited analysis and non-independent basis**, meaning that we consider a restricted range of product providers and may receive remuneration from those providers.

This distinction is important and will be clearly explained to you at the point of advice so that you understand the basis of the recommendation being made.

<u>Sustainability Factors – Investment/IBIPs/Pension Advice</u>

Sustainable Finance Disclosure Regulation (SFDR) Compliance Statement

LHK Kelleher Insurance Ltd. integrates sustainability risks and considers the principal adverse impacts of investment decisions on sustainability factors when providing investment advice, in line with the Sustainable Finance Disclosure Regulation (SFDR). As part of our product research and assessment process, we review the documentation provided by Product Providers to evaluate and compare financial products, including those with environmental, social, and governance (ESG) characteristics. We use relevant sustainability indicators and data disclosed by Product Providers to inform our recommendations. Clients will be kept informed of relevant sustainability considerations as part of our advisory process.

<u>Insurance Intermediary Services</u>

When we provide advice on a fair and personal analysis basis, this means that we research and compare a suitable range of products from the insurers and product producers with whom we hold an appointment. We do not limit our advice to a single product or provider, and we base our recommendations on your individual needs, circumstances, and objectives.

The concept of fair and personal analysis is derived from the (EU) Insurance Distribution Directive. It describes the extent of choice of products and providers offered by an intermediary within a particular category of life assurance, general 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 is adequate to meet the needs of a client.

What constitutes a "sufficiently large" number of providers will vary depending on the nature of the product or service, the number of providers operating in the relevant market, and their relative market share. The extent of the analysis conducted will be what may reasonably be expected of a professional intermediary, considering the accessibility of information, product availability, and the cost and practicality of the search.

In determining whether a fair and personal analysis of the market has been conducted, we will consider a combination of factors, which may include:

- your needs and personal circumstances,
- the size and nature of the transaction,
- the range of providers available to intermediaries,
- the market share and relevance of those providers,
- the availability and quality of product information,
- the quality of the product and service offered,
- cost, and
- any other relevant considerations.

Investment Intermediary Services

Non-Insurance-Based Investment Products

We provide advice on a limited analysis and non-independent basis, as we may receive remuneration from the product providers of such products. This means that our advice on certain investment products is based on a limited range of product providers and may be influenced by remuneration arrangements. This advice will be provided in line with our obligation to act in your best interests.

These products may include, but are not limited to, structured products, listed bonds and shares, collective investment instruments, unit trusts, and tracker bonds.

We will identify and select suitable product producers and, on receipt of your instructions, transmit orders on your behalf to one or more product producers (a list of which is available on request).

Insurance *Business*

We are not under any contractual obligation to conduct insurance business exclusively with any insurance undertaking. We do not have a holding, direct or indirect, representing 10% or more of the voting rights or of the capital in any insurance undertaking, and equally, no insurance undertaking holds any such voting rights or capital in the Firm. We act on your behalf when dealing with insurers and product providers.

Our Dealings with you

To support clarity and reduce the risk of misunderstanding, the Firm will confirm advice and any key instructions in writing. Advice provided will be appropriately documented and retained on file. Where advice or material discussions take place verbally, these will be followed up in writing where relevant to ensure a clear record is maintained.

Regular Reviews

It is generally in your best interest to review the products we have arranged for you on a regular basis, as your needs and circumstances may change over time. We encourage you to let us know of any changes in your circumstances and to request a review of your arrangements so that we can consider whether your cover and products remain appropriate and up to date.

Where changes occur and a review is not requested, there is a risk that insurance cover may become insufficient or

that products may no longer be suitable for your needs.

It is also important that all material information is fully disclosed to us and that premiums on protection policies are maintained. Failure to do so may result in loss of cover, impact the validity of a claim, or, in some circumstances, render a policy void.

Nothing in this section limits our obligations under the Consumer Protection Code to act in your best interests.

Where an ongoing review service is agreed, the nature, frequency and any associated costs of that service will be clearly documented. We are, however, available to conduct reviews or provide advice where requested by you.

Conflicts of Interest

It is the policy of the Firm to avoid any conflict of interest when providing business services to our clients. Where a conflict of interest arises that could materially affect your interests, we will take appropriate steps to identify, manage and, where required, disclose that conflict to you in advance of providing the relevant service.

Remuneration and Charges

We may be remunerated for the services we provide to you in a number of ways:

- By commission received from product providers,
- By fees paid directly by you, or
- By a combination of both commission and fees.

Where fees apply, these will always be discussed, agreed in advance, and clearly documented before any work is undertaken. Where it is not possible to provide an exact amount, we will explain the basis and method used to calculate the fee. Any additional fees arising (for example due to complexity or additional work) will always be agreed with you in advance.

Where commission is payable, this is paid to us by the product provider. Commission arrangements may vary depending on the product and product provider and, in certain circumstances, may influence the advice provided. Notwithstanding this, we are required to and will act in your best interests at all times.

Details of the remuneration payable to us in relation to a product or service will be disclosed to you in advance of you entering into a contract and will also be included in the relevant product documentation where applicable. You may request additional details of remuneration at any time.

Where clients choose to pay by fee, we will generally not accept commission, or any commission received may be offset against the agreed fee.

A non-monetary benefit will only be accepted where it enhances the quality of the service provided to our clients.

A summary of all arrangements for any fee, commission or other remuneration is available on request and can also be found on our website: View Insurance Charges

Clawback

In circumstances where commission received by us has been used to offset an agreed fee, and that commission is subsequently clawed back by the product provider, we may discuss and agree with you an appropriate fee to reflect the work carried out. Any such fee will be reasonable, proportionate, and agreed with you in advance where applicable.

Financial Services - Life Assurance, Investments and Pensions

Life Assurance companies and some Product Producers provide products such as Life Assurance, Serious Illness Cover, Income Protection, Savings, Investments, Pensions and PRSA's. Depending on your individual circumstances, we may provide you with advice in relation to the nature of these products and which product(s) may be suitable for your needs. You may, however, have particular areas of interest; in this case, we will be happy to give specific advice. We can give you a choice of different Life and Pension products from the Insurance Companies and Product Producers with whom we hold an appointment. On your instruction we can receive and transmit orders for such products on your behalf to these Insurers and Product Producers. With your agreement we may review the policies you take out on a periodic basis to ensure that you are kept informed as to their benefit and to check whether they are still suitable for your needs. Most Pension, Savings and Investments Contracts involve some form of risk. Unless specifically stated in the Insurer's or Product Producer's Plan/Policy documentation, the value of an investment is not guaranteed and may fall as well as rise.

We will assist you with any queries you may have in relation to your plans/policies or in the event of a claim during the life of same, we will explain to you the various restrictions, conditions and exclusions attached. However, it is your responsibility to read the relevant documents, literature, and brochures to ensure that you understand the nature of the policy cover; particularly in relation to Permanent Health/Income Protection Insurance and Serious Illness.

In relation to Permanent Health/Income Protection Insurance policies it is our policy to explain to you:

- the meaning of disability as defined in the policy,
- the benefits available under the policy,
- the general exclusions that apply to the policy, and
- the reductions applied to the benefit where there are disability payments from other sources.

For a Serious Illness policy, we will explain clearly to you the restrictions, conditions, and general exclusions which are attached to that policy.

The Firm may be remunerated by the Insurance Company and Product Producers to whom orders are transmitted. Details of these payments will be included in a product information document which you will receive before an application form for a product is completed, and details will also be included with your cooling-off period letter.

When assessing products, we will consider the approach taken by product providers to the integration of sustainability risks into their product offerings, based on the disclosures made available by those providers. This will form part of our assessment when selecting suitable product providers.

Default on payments by clients

The Firm will exercise its legal rights to receive any payments due to it from clients for business services provided by it. Insurers and other product producers may withdraw benefits of cover or impose other penalties in the event of default on payments due under policies arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Issue of Receipts

When applicable, the Firm shall issue a receipt for each non-negotiable or negotiable instrument, or other payment received for the purpose of transmitting an order or a deposit to a product producer.

Cancellation

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

Complaints Procedure

We have a written complaints procedure for the effective handling of all complaints. Such complaints can be referred to the Head of Compliance of our Firm at the office address/phone number. The Head of Compliance will also be your contact point in relation to the ongoing investigation of your complaint. We will acknowledge receipt of your complaint in writing within 5 business days. A written update will be issued to you in intervals of not more than 20 business days. A comprehensive response to your complaint will be issued within 40 business days of receipt of your initial complaint. Raising a complaint will not affect how we provide services to you or how we manage your relationship with us. All complaints will be handled fairly, consistently and impartially.

In the event of failure to resolve your complaint, you may raise the matter with The Financial Services and Pensions Ombudsman (FSPO). The FSPO is an independent office whose remit is to investigate, mediate and adjudicate unresolved complaints from customers about financial service providers.

Contact:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Tel 01-567 7000
Email: info@fspo.ie

Our full complaints procedure is available on request.

Compensation Schemes/Client Protection

Investor Compensation Company Ltd (ICCL) Scheme

The Firm is a member of the Investor Compensation Scheme established under Section 38 of the Investor Compensation Act 1998. The Act provides that compensation shall be paid to eligible investors (as defined in the Act) to the extent of 90% of an investor's net loss of €20,000, whichever is the lesser and is recognised as being eligible for compensation.

Brokers Ireland Compensation Fund Ltd

As a member of Brokers Ireland, the Firm is also a member of the Brokers Ireland Compensation Fund Ltd. Subject to the rules of the Scheme, the liabilities of its member firms up to a maximum of €100,000 per client (€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 (established by law) has failed adequately to compensate any client of the member. Further details are available on request

Data Protection

The Firm complies with the requirements of the General Data Protection Regulation (GDPR) and the Irish Data Protection Act 2018.We process personal data lawfully, fairly and transparently, and take appropriate measures to safeguard personal data in accordance with applicable data protection legislation.

Personal data is processed only for lawful purposes and in a manner compatible with those purposes, as set out in our Privacy Statement. Our Privacy Statement is provided to all clients at the point of data collection and is made available on our website. Where this medium is not suitable, a copy will be provided on request.

You have a number of rights in relation to your personal data, including the right to access your data, to request the rectification of incorrect data, and to exercise other rights as detailed in our Privacy Statement.

Marketing Communications

From time to time, and only where you have provided your consent, we may contact you with information about products, services, or offers that may be of interest to you (direct marketing communications). You may manage or withdraw your marketing preferences at any time using the Marketing Consent link provided or by contacting us directly. Withdrawal of marketing consent will not affect the provision of core services to you.

As part of the ongoing service we provide, we may also contact you in relation to your existing arrangements, or to identify whether related financial products or services may continue to meet your needs. These communications are service-related and are not dependent on marketing consent.

If you have any questions or concerns regarding the processing of your personal data, please contact us at dataprotection@lhkgroup.ie.

Please access the link below to update your marketing preference to ensure that we are aware of your agreed methods of contact.

https://mailchi.mp/lhkgroup/marketing-consent

Governing Law

Please access the link below to update your marketing preference to ensure that we are aware of your agreed methods of contact.

The law of the Republic of Ireland will govern the provision of the services covered by this document, and the Irish courts will have exclusive jurisdiction over any dispute.

Clients in Vulnerable Circumstances

The Firm is committed to supporting clients who may be in vulnerable circumstances. We remain alert to personal circumstances or indicators that may suggest a client requires additional support, whether on a temporary or permanent basis, and will take appropriate and proportionate steps to ensure that clients are treated with care, sensitivity, and respect.

You may also choose to inform us at any time if your financial, health or other personal circumstances mean that you require additional support in your dealings with us, so that we can consider how best to assist you.

Cooling Off Period – Life Insurance (New Business and Renewal)

Life Assurance Contracts
If you take out a life assurance contract, you may cancel the contract by giving notice in writing within 30 days of the date you were informed that the contract is on cover.

Cancellation will release you from any further obligation arising from the contract. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right does not apply where the contract is for a duration of six months or less.

General Insurance Contracts (Non-Life)
You may cancel a contract of insurance by giving notice in writing to the insurer within 14 working days from the date you were informed that the contract has been concluded.

The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

Consumers: Duty of Disclosure
When completing documentation for new business/renewals and midterm adjustments you are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer'[1]

[1] 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 will be provided to you. These are important documents as they form the basis of an insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

Where issues arise, outcomes will be assessed in line with applicable law and policy terms and in a fair and proportionate manner.

If you are ever in doubt about whether or not something needs to be disclosed, please discuss it with us.

Cancellation

You, the customer can cancel your policy by notice in writing at any time.

Product Producers (Insurers) normally reserve the right to cancel a policy at any time by sending written notification to your last known address. For full details you should refer to the policy document. In the event of cancellation of a policy, we will, on request, send you any documentation or provide you with any information to which you have an entitlement.

Post-Contract Stage and Claims

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

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

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

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

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

Anti-Money Laundering and Client Identification

The Firm reserves the right to request information which it needs to know to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended by the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2021. These obligations include the following:

- To conduct client identity checks,

- Maintain client identity and transaction records,
- Report suspicions of a money laundering offence, an offence of terrorist financing or a compliance offence to the Revenue Commissioners and the Garda Síochána,
- To educate and train our staff in the above requirements, and
- Implement procedures to prevent and detect money laundering

The obligation to check client identity means that we are likely to request from you and retain certain information and documentation and for these purposes to do research of appropriate databases. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances where we will not be able to proceed with the appointment.

In the event that we are obliged to make a report to the Revenue Commissioners and the Gardai, we are prohibited under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended by the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2021, from advising you that such a report has been made.

This Terms of Business was last reviewed in June 2026

End of document

TERMS OF BUSINESS

Finance One Ltd, T/A Finance One, LHK Mortgages, and LHK Group.

Dublin: Rosemount House, Dundrum Road, Co Dublin, D14 P924 Tel: 01 205 5600

Drogheda: 12 Trinity Street, Drogheda Co. Louth A92 RH63 · Tel: 041 983 7660

Website: www.lhkgroup.ie **Email:** info@lhkgroup.ie

This document outlines the basis on which Finance One Ltd. T/A Finance One, LHK Mortgages, and LHK Group ("the Firm") will provide services to you as a client of the Firm. The document also contains details of the regulatory and statutory obligations and the respective duties of both the Firm and you in relation to such services. For clarity, throughout this document, "Finance One" or "the Firm" refers to Finance One Ltd. t/a Finance One, LHK Mortgages and LHK Group

This is an important document – please read it carefully and if you have any questions, please contact us. In the absence of an agreement to the contrary, this document sets out the terms of our relationship with you (our client) for the provision of life and pension services. These Terms of Business supersede any Terms of Business that may have been previously issued by the Firm. If any material changes are made to these terms, we will notify you, in advance of this change.

Authorisation with the Central Bank of Ireland

Our Firm is regulated by the Central Bank of Ireland (C40123) as an Investment Business Firm under the Investment Intermediaries Act, 1995 (as amended), as an Insurance Intermediary under The European Communities (Insurance Distribution) Regulations, 2018, as a Mortgage Intermediary under Consumer Credit Act, 1995 (as amended), and under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (as amended).

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 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

The Firm is subject to the following Codes of conduct issued by the Central Bank of Ireland. These Codes offer protection to our clients and details of all the Codes can be found on the Central Bank website www.centralbank.ie:

- Consumer Protection Code,
- Minimum Competency Code,
- Fitness & Probity Standards, and
- Handbook of Prudential Requirements for Investment Intermediaries

Services Provided

We are authorised to advise you in relation to Financial Services products (including Investment products). We research products on behalf from the Product Producers (Insurers) with whom we hold appointments. While we take reasonable care in selecting product producers, we do not accept responsibility for the financial security of any product producer). While we take reasonable care in selecting product producers, the ongoing financial security of any product producer is ultimately a matter for that product producer.

We will identify and select suitable products for you on a fair & personal analysis basis from the Product Producers with whom we hold appointments and, on receipt of your instructions, will transmit orders on your behalf to one or more Product Producers, a list of which is available on request. This process applies to all classes of insurance,

pension, investment, and savings products.

We provide advice in relation to:

- Insurance Policies,
- Tracker Bonds,
- Pension and retirement products (including PRSAs), and
- Mortgages

Sustainability Factors – Investment/IBIPs/Pension Advice

SFDR Compliance Statement

Finance One takes sustainability risks into account, and where applicable considers the principal adverse impacts of investment decisions on sustainability factors, when providing investment advice. This consideration is based on information and disclosures made available by Product Providers in accordance with the Sustainable Finance Disclosure Regulation (SFDR).

As part of our product research and assessment process, we review documentation provided by Product Providers in order to evaluate and compare financial products, including those with environmental, social and governance (ESG) characteristics. Finance One relies on sustainability indicators and ESG-related data disclosed by Product Providers and does not independently verify this information. Where relevant, sustainability considerations will be outlined to clients as part of the advisory process.

Insurance Intermediary Services

When we provide advice on a fair and personal analysis basis, this means that we research and compare a suitable range of products from the insurers and product producers with whom we hold an appointment. We do not limit our advice to a single product or provider, and we base our recommendations on your individual needs, circumstances, and objectives.

The concept of fair and personal analysis is derived from the (EU) Insurance Distribution Directive. It describes the extent of choice of products and providers offered by an intermediary within a particular category of life assurance, general 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 is adequate to meet the needs of a client.

What constitutes a “sufficiently large” number of providers will vary depending on the nature of the product or service, the number of providers operating in the relevant market, and their relative market share. The extent of the analysis conducted will be what may reasonably be expected of a professional intermediary, considering the accessibility of information, product availability, and the cost and practicality of the search.

In determining whether a fair and personal analysis of the market has been conducted, we will consider a combination of factors, which may include:

- your needs and personal circumstances,
- the size and nature of the transaction,
- the range of providers available to intermediaries,
- the market share and relevance of those providers,
- the availability and quality of product information,
- the quality of the product and service offered,
- cost, and

- any other relevant considerations.

Investment Intermediary Services

Non-Insurance-Based Investment Products

We provide advice on a limited analysis and non-independent basis in relation to non-insurance-based investment products, as we may receive remuneration from the product providers of such products. These products may include, but are not limited to, structured products, listed bonds and shares, collective investment instruments, unit trusts, and tracker bonds.

We will identify and select suitable product producers and, on receipt of your instructions, transmit orders on your behalf to one or more product producers, a list of which is available on request.

Insurance Business

We are not under any contractual obligation to conduct insurance business exclusively with any insurance undertaking. We do not have a holding, direct or indirect, representing 10% or more of the voting rights or of the capital in any insurance undertaking, and no insurance undertaking holds any such voting rights or capital in the Firm.
In providing insurance intermediary services, we act on your behalf when arranging and advising on insurance products.

Our Dealings with you

To support clarity and reduce the risk of misunderstanding, Finance One will confirm advice and any key instructions in writing. Advice provided will be appropriately documented and retained on file. Where advice or material discussions take place verbally, these will be followed up in writing where relevant to ensure a clear record is maintained.

Regular Reviews

It is in your best interest to review the products we arrange for you regularly, as your needs and circumstances may change over time. You should keep us informed of any changes and contact us if you would like us to review your arrangements.

If your circumstances change and a review is not carried out, there is a risk that your insurance cover may become insufficient or that your products may no longer be suitable for your needs.

It is important that all material information is fully disclosed to us and that premiums on protection policies are maintained. Failure to do so may result in loss of cover, impact the validity of a claim, or in some cases render a policy void.

Depending on your circumstances and the service agreed with you, we may contact you from time to time to offer a review. However, unless specifically agreed in writing, we do not provide an ongoing or automatic review service. We are always available, on request, to review your arrangements or provide further advice.

Nothing in this section limits our obligations under the Consumer Protection Code to act in your best interests.

Conflicts of Interest

It is the policy of the Firm to avoid any conflict of interest when providing business services to our clients. Where a conflict of interest arises that could materially affect your interests, we will take appropriate steps to identify, manage and, where required, disclose that conflict to you in advance of providing the relevant service.

Remuneration and Charges

The Firm is remunerated by commission from product providers when business is placed with them. For certain life assurance policies, pension policies, and PRSAs, details of commission are outlined in the Customer Information Notice (CIN) or Preliminary Disclosure Certificate (PDC) quotation provided to you and are also included in the policy documentation issued by the product provider.

We may receive renewal and/or fund-based commission for as long as your products remain in force. These commissions contribute towards the costs of ongoing administration and any advisory services provided to you during the life of the product.

Finance One will only accept non-monetary benefits where they enhance the quality of service provided to clients and do not impair our duty to act honestly, fairly and in your best interests.

A summary of the arrangements in place for any fee, commission or other remuneration paid or provided to us by product providers is available on request and can also be accessed on our website:
https://www.lhkgroup.ie/financial-charges/

Where clients choose to pay for our services on a fee basis, we will agree and clearly document the scope of work and the fees payable in advance of providing services. In such cases, we will not generally receive commission from product providers, or where applicable, any commission received may be offset against the agreed fee. Any fees payable will be confirmed to you in advance. Where the scope or complexity of work changes, any revised fee will be discussed and agreed with you prior to being applied.

In relation to mortgage products, Finance One may receive commission from mortgage lenders with whom it acts as an agent. Where a commission clawback arises due to the early redemption of a mortgage, this is a matter between the Firm and the lender. We will not seek to restrict your ability to refinance or switch lenders and will provide information to support informed decision-making where requested.

Clawback

In circumstances where commission received by us has been used to offset an agreed fee, and that commission is subsequently clawed back by the product provider, we may discuss and agree with you an appropriate fee to reflect the work conducted. Any such fee will be reasonable, proportionate, and agreed with you in advance where applicable.

Financial Services - Life Assurance, Investments and Pensions

Life Assurance companies and certain Product Producers provide products such as Life Assurance, Serious Illness Cover, Income Protection, Savings, Investments, Pensions, and PRSA's. Depending on your individual circumstances, Finance One may provide advice in relation to these products, and on the suitability of particular product(s) to meet your needs. Where you have specific objectives, concerns, or areas of interest, we will provide advice relevant to those areas.

We can provide you with a range of Life and Pension products from Insurance Companies and Product Producers with whom we hold an appointment. On your instruction we may arrange or receive and transmit orders on your behalf to these Insurers and Product Producers.

Where specifically agreed with you, and where appropriate, we may review policies you take out with us. Any such review service will be provided on the basis agreed with you and is not automatic or ongoing unless confirmed in writing.

Most Pension, Savings, and Investments products involve some level of risk. Unless specifically stated in the Insurer's or Product Producer's Policy documentation, the value of an investment is not guaranteed and may fall as well as rise.

We will assist you with any queries you may have in relation to your plans or policies, where relevant, provide support

during the life of a policy, or in the event of a claim, we will explain the main restrictions, conditions and exclusions that apply. You should also review the relevant policy documents, literature, and brochures carefully to ensure you understand the nature and extent of cover provided, particularly in relation to Permanent Health/Income Protection, and Serious Illness policies.

In relation to Permanent Health/Income Protection Insurance policies it is our policy to explain to you:

- the definition of disability as set out in the policy,
- the benefits available under the policy,
- the key exclusions that apply, and
- any reductions that may apply where disability benefits are payable from other sources.

For Serious Illness policies, we will explain the key restrictions, conditions, and general exclusions which apply.

The Firm may receive remuneration from insurance companies and other product producers to whom orders are transmitted on your behalf.
Details of such remuneration will be provided in the product information documentation issued to you before an application is completed and will also be included in your cooling-off period documentation.

When assessing products, we will consider the approach taken by product providers to the integration of sustainability risks into their product offerings, based on the disclosures made available by those providers. This will form part of our assessment when selecting suitable product providers.

Default on payments by clients

Where fees are payable to the Firm for services provided, we will take reasonable steps to seek payment of amounts properly due in accordance with the agreed terms.

Insurers and other product producers may withdraw, reduce benefits or apply other consequences where premiums or other amounts due under a policy are not paid in line with the policy terms. Details of any such consequences are set out in the relevant policy or product documentation issued by the insurer or product producer.

Issue of Receipts

Where applicable, the Firm will issue a receipt or other appropriate confirmation for payments received from clients for the purpose of transmitting those payments to insurers or other product producers.

Cancellation

You have a statutory right to cancel an insurance policy by giving notice in writing to the insurer within the applicable cooling-off period, beginning from the date you are informed that the contract has been concluded.

For life assurance policies, the cooling-off period is 30 days. For general insurance policies, a 14-day cooling-off period applies where the contract was concluded on a non-face-to-face (distance) basis.

Full details of your cancellation rights, including how to cancel, and any applicable conditions, are set out in the policy documentation provided by the insurer.

Complaints Procedure

The Firm has a written complaints procedure in place for the effective, fair, and transparent handling of all complaints. A complaint may be made by any reasonable means and should be directed to the Head of Compliance of the Firm, who will be your primary contact in relation to the investigation and handling of your complaint.

We will acknowledge receipt of your complaint in writing within 5 business days. Where the complaint cannot be resolved within that timeframe, we will provide you with written updates at intervals of no more than 20 business days. We will issue a final written response to your complaint within 40 business days of receipt.

If we are unable to resolve your complaint within 40 business days, or if you remain dissatisfied with our final response,

you have the right to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). The FSPO is an independent office responsible for investigating, mediating, and adjudicating unresolved complaints from customers about financial service providers.

A copy of our full complaints handling procedure is available on request.

Contact:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Tel 01-567 7000
Email: info@fspo.ie

Compensation Schemes/Client Protection

Investor Compensation Company Ltd (ICCL) Scheme

The Firm is a member of the Investor Compensation Scheme operated by Investor Compensation Company Ltd (ICCL) and established under the Investor Compensation Act 1998. Subject to the conditions and eligibility criteria set out in the Act, the Scheme provides for the payment of compensation to eligible investors in the event that a member firm is unable to meet its obligations. Compensation is limited to 90% of an investor's net loss, subject to a maximum of €20,000, whichever is the lesser.

Brokers Ireland Compensation Fund Ltd.

As a member of Brokers Ireland, the Firm is also a member of the Brokers Ireland Compensation Fund Ltd. Subject to the rules of that Scheme, the Fund may discharge certain liabilities of a member firm, up to a maximum of €100,000 per client and €250,000 in aggregate, where the member firm is unable to do so and where compensation available under the ICCL Scheme has not adequately compensated the client.

Further details of these schemes, including eligibility criteria and limitations, are available on request.

Data Protection

The Firm complies with the requirements of the General Data Protection Regulation (GDPR) and the Irish Data Protection Act 2018. We process personal data lawfully, fairly and transparently, and take appropriate measures to safeguard personal data in accordance with applicable data protection legislation.

Personal data is processed only for lawful purposes and in a manner compatible with those purposes, as set out in our Privacy Statement. Our Privacy Statement is provided to all clients at the point of data collection and is made available on our website. Where this medium is not suitable, a copy will be provided on request.

You have a number of rights in relation to your personal data, including the right to access your data, to request the rectification of incorrect data, and to exercise other rights as detailed in our Privacy Statement.

Marketing Communications

From time to time, and only where you have provided your consent, we may contact you with information about products, services, or offers that may be of interest to you (direct marketing communications). You may manage or withdraw your marketing preferences at any time using the Marketing Consent link provided or by contacting us directly. Withdrawal of marketing consent will not affect the provision of core services to you.

As part of the ongoing service we provide, we may also contact you in relation to your existing arrangements, or to identify whether related financial products or services may continue to meet your needs. These communications

are service-related and are not dependent on marketing consent.

Please access the link below to update your marketing preference to ensure that we are aware of your agreed methods of contact.

https://mailchi.mp/lhkgroup/marketing-consent

Please contact us at dataprotection@lhkgroup.ie if you have any concerns about your personal data.

Governing Law

The laws of the Republic of Ireland shall govern the provision of the services covered by this document, and the Irish courts shall have exclusive jurisdiction in respect of any dispute arising.

Clients in Vulnerable Circumstances

The Firm is committed to supporting clients who may be in vulnerable circumstances. We remain alert to personal circumstances or indicators that may suggest a client requires additional support, whether on a temporary or permanent basis, and we will take appropriate and proportionate steps to ensure such clients are treated with care, sensitivity, and respect.

You may also choose to inform us at any time if your financial, health or other personal circumstances mean that you require additional support in your dealings with us. Where this information is provided, we will consider how best to assist you in a manner that is appropriate to your individual needs.

Cooling Off Period – Life Insurance (New Business and Renewal)

Life Assurance Contracts
If you take out a life assurance contract, you may cancel the contract by giving notice in writing within 30 days of the date you were informed that the contract is on cover.

Cancellation will release you from any further obligation arising from the contract. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right does not apply where the contract is for a duration of six months or less.

General Insurance Contracts (Non-Life)
You may cancel a contract of insurance by giving notice in writing to the insurer within 14 working days from the date you were informed that the contract has been concluded.

The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

Payment of Premiums and Consumer Duties
The consumer is under a duty to pay the premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.
Where a consumer is in breach of their duties under the Consumer Insurance Contracts Act 2019, a court of competent jurisdiction may, where appropriate, reduce any payment under the policy in proportion to the breach involved

Consumers: Duty of Disclosure

When completing documentation for new business, renewals, or mid-term adjustments, you are required to answer all specific questions posed by us or by the insurer honestly and with reasonable care. The standard applied will be that of the average consumer.[1]

[1] An "average consumer" is a consumer who is reasonably well-informed, reasonably observant and reasonably circumspect, considering social, cultural and linguistic factors. (EU Consumer Law)

You are not required to volunteer information that has not been requested. Where specific questions are asked and clarification is sought, and no further information is provided , it may be taken that the information previously provided remains unchanged, unless the insurer seeks further clarification or investigation.

An insurer may only avoid a contract of insurance or reduce the amount payable under a policy where it can establish that any non-disclosure or misrepresentation was an effective cause of the insurer entering into the contract, or entering into it on the particular terms agreed. Any remedy applied must be proportionate to what the insurer would have done had it been aware of the correct information at the outset.

Completed proposal forms and Statements of Fact will be provided to you. These documents form the basis of the insurance contract between you and the insurer. You should review them carefully and confirm that the information contained is complete, true and accurate.

If you are ever unsure about whether a matter needs to be disclosed, please contact us and we will be happy to discuss this with you.

Cancellation

You may cancel your insurance policy at any time by giving notice in writing to the insurer, in accordance with the terms and conditions of the policy. We can assist you with this process where requested.

Product producers (insurers) may also have the right to cancel a policy in certain circumstances, subject to the terms of the policy and applicable law. Where this occurs, the insurer will notify you in writing at your last known address. Full details of cancellation rights and notice requirements are set out in the policy documentation.

In the event of the cancellation of a policy, we will, on request, provide you with any documentation or information to which you are entitled.

Post-Contract Stage and Claims

Material Change in Risk
Any reference in a contract of insurance to a "material change" shall be interpreted as a change that takes the risk outside what was reasonably contemplated by both you and the insurer at the time the contract was concluded.

Claims, Notification and Cooperation
You must cooperate with the insurer in the investigation of an insured event, including responding to reasonable requests for information in an honest and reasonably careful manner. You must notify the insurer of the occurrence of an insured event or of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

Where, after a claim is made, you become aware of information that would either support or adversely affect the claim, you are under a duty to disclose that information to the insurer. The insurer is under a corresponding duty to disclose relevant information to you.

False or Fraudulent Claims
Where you make a claim that is false or misleading in any material respect, and you know it to be false or misleading, or act recklessly as to whether it is false or misleading, the insurer may refuse to pay the claim and may treat the contract of insurance as terminated.

Where an insurer becomes aware that a fraudulent claim has been made, the insurer must notify you that the contract is to be treated as terminated from the date of submission of the fraudulent claim. In such circumstances, the insurer may refuse all liability in respect of any claim arising after that date and is under no obligation to refund any premium paid under the contract.

Anti-Money Laundering and Counter-Terrorist Financing

The Firm reserves the right to request information which it needs to know to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended by the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2021. These obligations include the following:

- To conduct client identity checks,
- Maintain client identity and transaction records,
- Report suspicions of a money laundering offence, an offence of terrorist financing or a compliance offence to the Revenue Commissioners and the Garda Síochána,
- To educate and train our staff in the above requirements, and
- Implement procedures to prevent and detect money laundering

In order to fulfil our client identification obligations, we may request and retain certain information and documentation and may undertake searches against relevant databases.

If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances where we will not be able to proceed with the appointment.

In the event that we are obliged to make a report to the Revenue Commissioners and the Gardai, we are prohibited under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended by the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2021, from advising you that such a report has been made.

This Terms of Business was last reviewed in June 2026

End of document

TERMS OF BUSINESS

RJ Croly & Co. Ltd t/a LHK Group
Rosemount House, Dundrum Road, Dublin 14, D14 P924 Tel: 01 205 5600
Website: www.lhkgroup.ie **Email:** info@lhkgroup.ie

This document outlines the basis on which R J Croly & Co. Ltd. ("the Firm") will provide life insurance and pension business services to you as a client of the Firm. The document also contains details of the regulatory and statutory obligations and the respective duties of both the Firm and you in relation to such services. For clarity, throughout this document, "we", "us", "the Firm" or "our" all refer to R J Croly & Co. Ltd.

This is an important document – please read it carefully and if you have any questions, please contact us. In the absence of an agreement to the contrary, this document sets out the terms of our relationship with you (our client) for the provision of life and pension services. These Terms of Business supersede any Terms of Business that may have been previously issued by the Firm. If any material changes are made to these terms, we will notify you, in advance of this change.

Authorisation with the Central Bank of Ireland

Our Firm is authorised by the Central Bank of Ireland (C2226) as an Investment Intermediary to provide investment instruments, tracker bonds, PRSA's and insurance policies under Section 10 of the Investment Intermediaries Act, 1995 as amended. Our firm is also registered as an Insurance Intermediary under the European Communities (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 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

The Firm is subject to the following Codes of conduct issued by the Central Bank of Ireland. These Codes offer protection to our clients and details of all the Codes can be found on the Central Bank website www.centralbank.ie:

- Consumer Protection Code,
- Minimum Competency Code,
- Fitness & Probity Standards
- Handbook of Prudential Requirements for Investment Intermediaries

Services Provided

We are authorised to advise you in relation to Financial Services products (including Investment products). We research the products on your behalf with the Product Producers (Insurers) with whom we hold appointments, but we do not guarantee and expressly disclaim responsibility for the financial security of Product Producers (Insurers).

We will identify and select suitable products on a fair & personal analysis basis from the Product Producers (Insurers) and on receipt of your instructions, we will transmit orders on your behalf to one or more Product Producers (Insurers), a list of which is available on request. This process applies to all classes of insurance, pension, investment and savings products.

We provide advice in relation to:

- pension and personal pension plans
- Approved Retirement Funds (ARFs)
- Life assurance cover, serious illness cover, hospital cash cover, total and permanent disability cover, income protection and other protection policies

- Single premium investments in both unit-linked and non-unit linked and other collective investment funds
- Regular contribution savings in both unit-linked funds and non- unit linked funds

Sustainability Factors – Investment/IBIPs/Pension Advice

Sustainable Finance Disclosure Regulation (SFDR) Compliance Statement

Insurance integrates sustainability risks and considers the principal adverse impacts of investment decisions on sustainability factors when providing investment advice, in line with the Sustainable Finance Disclosure Regulation (SFDR). As part of our product research and assessment process, we review the documentation provided by Product Providers to evaluate and compare financial products, including those with environmental, social, and governance (ESG) characteristics. We use relevant sustainability indicators and data disclosed by Product Providers to inform our recommendations. Clients will be kept informed of relevant sustainability considerations as part of our advisory process.

Insurance Intermediary Services

The concept of fair & personal analysis describes the extent of choice of products and providers offered by an intermediary within a particular category of life assurance, 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 the needs of a client.

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 their share of that market. The extent of fair & 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 & 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 who 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.

Investment Intermediary Services

Non-Insurance-Based Investment Products

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 may include, but are not limited to, structured products, listed bonds and shares, collective investment instruments, unit trusts, and tracker bonds.

We will identify and select suitable product producers and, on receipt of your instructions, transmit orders on your behalf to one or more product producers (a list of which is available on request).

Insurance Business
We are not under any contractual obligation to conduct insurance business exclusively with any insurance undertaking. We do not have a holding, direct or indirect, representing 10% or more of the voting rights or of the capital in any insurance undertaking, and equally, no insurance undertaking holds any such voting rights or capital in the Firm. We represent our customers when dealing with insurers.

Our Dealings with you

We request instructions in writing from our clients in order to avoid possible misunderstandings or disputes. Any advice we give you will be in writing.

Regular Reviews

It is in your best interest that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will also change. You must advise us of any changes and request a review of the relevant policy so that we can ensure that you are provided with up- to-date advice and a product 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 products.

Also, failure to disclose material information or to maintain premiums on protection policies may result in loss of cover, invalidate a claim, and render your policy void.

Conflicts of Interest

It is the policy of the Firm to avoid any conflict of interest when providing business services to our clients. However, when an unavoidable conflict arises, you will be advised of this before any business service is provided. If you have not been advised of any such conflict you are entitled to assume that none exists.

Remuneration and Charges

The Firm is remunerated by commission from product producers when business is placed with providers. For certain life assurance, pension policies and PRSAs, the commission is outlined in the Customer Information Notice or Preliminary Disclosure Certificate quotation provided to you and details are included in the policy documentation issued by the provider. We may receive regular renewal/ fund-based commissions while your products remain in force, and these contribute to the costs of our ongoing administration and consulting services that we provide to you.

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 or other remuneration paid or provided to us, which we have agreed with product providers, is available on request.

Where clients wish to pay for our services by way of a fee, we will generally not receive commissions from providers, or in some cases, commissions may be offset against fees chargeable. We reserve the right to amend these fees should the complexity of the product require a higher fee. We will confirm and agree this fee with you prior to any increased charge being applied.

Where clients have requested that we provide advisory services on a fee basis we will discuss, agree, and clearly document the scope of work to be undertaken and the fees to be charged for this work prior to commencing any engagement

Clawback

If we receive commission from a product provider and use it to reduce your fee, but the provider later takes back (claws back) that commission because of something you do—like cashing in early or transferring your assets—we will charge you a fee equal to the amount taken back. This fee will become due as soon as the commission is clawed back.

Financial Services - Life Assurance, Investments and Pensions

Life Assurance companies and some Product Producers provide products such as Life Assurance, Serious Illness Cover, Income Protection, Savings, Investments, Pensions and PRSA's. Depending on your individual circumstances, we may provide you with advice in relation to the nature of these products and which product(s) may be suitable for your needs. You may, however, have particular areas of interest; in this case, we will be happy to give specific advice. We can give you a choice of different Life and Pension products from the Insurance Companies and Product Producers with whom we hold an appointment. On your instruction we can receive and transmit orders for such products on your behalf to these Insurers and Product Producers. With your agreement we may review the policies you take out

on a periodic basis to ensure that you are kept informed as to their benefit and to check whether they are still suitable for your needs. Most Pension, Savings and Investments Contracts involve some form of risk. Unless specifically stated in the Insurer's or Product Producer's Plan/ Policy documentation, the value of an investment is not guaranteed and may fall as well as rise.

We will assist you with any queries you may have in relation to your plans/policies or in the event of a claim during the life of same, we will explain to you the various restrictions, conditions and exclusions attached. However, it is your responsibility to read the relevant documents, literature, and brochures to ensure that you understand the nature of the policy cover; particularly in relation to Permanent Health/Income Protection Insurance and Serious Illness.

In relation to Permanent Health/Income Protection Insurance policies it is our policy to explain to you:

- the meaning of disability as defined in the policy
- the benefits available under the policy
- the general exclusions that apply to the policy
- the reductions applied to the benefit where there are disability payments from other sources

For a Serious Illness policy, we will explain clearly to you the restrictions, conditions, and general exclusions which are attached to that policy.

The Firm may be remunerated by the Insurance Company and Product Producers to whom orders are transmitted. Details of these payments will be included in a product information document which you will receive before an application form for a product is completed, and details will also be included with your cooling-off period letter.

When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider.

Default on payments by clients

The Firm will exercise its legal rights to receive any payments due to it from clients for business services provided by it. Insurers and other product producers may withdraw benefits of cover or impose other penalties in the event of default on payments due under policies arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Issue of Receipts

When applicable, the Firm shall issue a receipt for each non- negotiable or negotiable instrument, or other payment received for the purposes of transmitting an order or a deposit to a product producer.

Cancellation

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

Complaints Procedure

We have a written complaints procedure for the effective handling of all complaints. Such complaints can be referred to the Head of Compliance of our Firm at the office address/phone number. The Head of Compliance will also be your contact point in relation to the ongoing investigation of your complaint. We will acknowledge receipt of your complaint in writing within 5 business days. A written update will be issued to you in intervals of not more than 20 business days. A comprehensive response to your complaint will be issued within 40 business days of receipt of your initial complaint.

In the event of failure to resolve your complaint, you may raise the matter with The Financial Services and Pensions Ombudsman (FSPO). The FSPO is an independent office whose remit is to investigate, mediate and adjudicate unresolved complaints from customers about financial service providers.

Contact:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Tel 01-567 7000
Email: info@fspo.ie

Our full complaints procedure is available on request.

Compensation Schemes/Client Protection

Investor Compensation Company Ltd (ICCL) Scheme

The Firm is a member of the Investor Compensation Scheme established under Section 38 of the Investor Compensation Act 1998. The Act provides that compensation shall be paid to eligible investors (as defined in the Act) to the extent of 90% of an investor's net loss of €20,000, whichever is the lesser and is recognised as being eligible for compensation.

Brokers Ireland Compensation Fund Ltd

As a member of Brokers Ireland, the Firm is also a member of the Brokers Ireland Compensation Fund Ltd. Subject to the rules of the Scheme, the liabilities of its member firms up to a maximum of €100,000 per client (€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 (established by law) has failed adequately to compensate any client of the member. Further details are available on request

Data Protection

The Firm is subject to and complies with the requirements of the General Data Protection Regulation (GDPR) 2018 and the Irish Data Protection Act 2018. We are 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 requirements 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 Privacy Statement; this will be given to all our clients at the time of data collection. We will ensure that this Privacy Statement is easily accessible. Please refer to our website LHKGroup. If this medium is not suitable, we will ensure you can easily receive a copy by post. You have the right at any time to request a copy of any "personal data" that our office holds about you and to have any inaccuracies in that information corrected.

From time to time, we may wish to use your personal information to advise you of products and services we offer. If you wish to receive this information, please indicate it in the Client Acknowledgement Section below. Please contact us at dataprotection@lhkgroup.ie if you have any concerns about your personal data.

Please access the link below to update your marketing preference to ensure that we are aware of your agreed methods of contact.

https://mailchi.mp/lhkgroup/marketing-consent

Please contact us at dataprotection@lhkgroup.ie if you have any concerns about your personal data.

Governing Law

The law of the Republic of Ireland will govern the provision of the services covered by this document, and the Irish

courts will have exclusive jurisdiction over any dispute.

Clients in Vulnerable Circumstances

The Firm is responsible for remaining alert to any personal circumstances or signs that might suggest you need extra support, and our team will take appropriate action to ensure you receive the necessary assistance. You may also choose to inform us If your financial, health, or other personal circumstances require additional support.

Cooling Off Period – Consumer Insurance Contracts Act 2019

If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days of the date you were informed the contract is on cover. The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover. This right to cancel does not apply where, in respect of life insurance, the contract is for a duration of six months or less.

New Business and Renewal

If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days of the date you were informed the contract is on cover.

The 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.

A consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover.

This right does not apply where; in respect of life insurance the contract is for a duration of six months or less.

The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

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

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer'[1]

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 will be provided to you. These are important documents as they form the basis of an insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

If you are ever in doubt about whether or not something needs to be disclosed, please discuss it with us.

Cancellation

[1] 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.

You, the customer can cancel your policy by notice in writing at any time.

Product Producers (Insurers) normally reserve the right to cancel a policy at any time by sending written notification to your last known address. For full details you should refer to the policy document. In the event of cancellation of a policy, we will, on request, send you any documentation or provide you with any information to which you have an entitlement.

Post-Contract Stage and Claims

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

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

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

If the consumer becomes 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).

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

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

Anti-Money Laundering and Client Identification

The Firm reserves the right to request information which it needs to know in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended by the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2021. These obligations include the following:

- To conduct client identity checks
- Maintain client identity and transaction records
- Report suspicions of a money laundering offence, an offence of terrorist financing or a compliance offence to the Revenue Commissioners and the Garda Síochána
- To educate and train our staff in the above requirements and
- Implement procedures to prevent and detect money laundering

The obligation to check client identity means that we are likely to request from you and retain certain information and documentation and for these purposes to make searches of appropriate databases. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances where we will not be able to proceed with the appointment.

In the event that we are obliged to make a report to the Revenue Commissioners and the Gardai, we are prohibited under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended by the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2021, from advising you that such a report has been made.

This Terms of Business was last reviewed in September 2026

End of document

TERMS OF BUSINESS

Insurances and Financial Services Ltd
Rosemount House, Dundrum Road, Dublin 14, D14 P924 Tel: 01 205 5600
Website: www.lhkgroup.ie **Email:** info@lhkgroup.ie

This document outlines the basis on which Insurances and Financial Services Ltd. ("the Firm") will provide life insurance and pension business services to you as a client of the Firm. The document also contains details of the regulatory and statutory obligations and the respective duties of both the Firm and you in relation to such services. For clarity, throughout this document, "we", "us", "the Firm" or "our" all refer to Insurances and Financial Services Ltd.

This is an important document – please read it carefully and if you have any questions, please contact us. In the absence of an agreement to the contrary, this document sets out the terms of our relationship with you (our client) for the provision of life and pension services. These Terms of Business supersede any Terms of Business that may have been previously issued by the Firm. If any material changes are made to these terms, we will notify you, in advance of this change.

Authorisation with the Central Bank of Ireland

Our Firm is authorised by the Central Bank of Ireland (C8762) as an Investment Intermediary to provide investment instruments, tracker bonds, PRSA's and insurance policies under Section 10 of the Investment Intermediaries Act, 1995 as amended. Our firm is also registered as an Insurance Intermediary under the European Communities (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 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

The Firm is subject to the following Codes of conduct issued by the Central Bank of Ireland. These Codes offer protection to our clients and details of all the Codes can be found on the Central Bank website www.centralbank.ie:

- Consumer Protection Code,
- Minimum Competency Code,
- Fitness & Probity Standards
- Handbook of Prudential Requirements for Investment Intermediaries

Services Provided

We are authorised to advise you in relation to Financial Services products (including Investment products). We research the products on your behalf with the Product Producers (Insurers) with whom we hold appointments, but we do not guarantee and expressly disclaim responsibility for the financial security of Product Producers (Insurers).

We will identify and select suitable products on a fair & personal analysis basis from the Product Producers (Insurers) and on receipt of your instructions, we will transmit orders on your behalf to one or more Product Producers (Insurers), a list of which is available on request. This process applies to all classes of insurance, pension, investment and savings products.

We provide advice in relation to:

- pension and personal pension plans
- Approved Retirement Funds (ARFs)
- Life assurance cover, serious illness cover, hospital cash cover, total and permanent disability cover, income

protection and other protection policies
- Single premium investments in both unit-linked and non-unit linked and other collective investment funds
- Regular contribution savings in both unit-linked funds and non- unit linked funds

Sustainability Factors – Investment/IBIPs/Pension Advice

Sustainable Finance Disclosure Regulation (SFDR) Compliance Statement

Insurance integrates sustainability risks and considers the principal adverse impacts of investment decisions on sustainability factors when providing investment advice, in line with the Sustainable Finance Disclosure Regulation (SFDR). As part of our product research and assessment process, we review the documentation provided by Product Providers to evaluate and compare financial products, including those with environmental, social, and governance (ESG) characteristics. We use relevant sustainability indicators and data disclosed by Product Providers to inform our recommendations. Clients will be kept informed of relevant sustainability considerations as part of our advisory process.

Insurance Intermediary Services

The concept of fair & personal analysis describes the extent of choice of products and providers offered by an intermediary within a particular category of life assurance, 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 the needs of a client.

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 their share of that market. The extent of fair & 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 & 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 who 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.

Investment Intermediary Services

Non-Insurance-Based Investment Products

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 may include, but are not limited to, structured products, listed bonds and shares, collective investment instruments, unit trusts, and tracker bonds.

We will identify and select suitable product producers and, on receipt of your instructions, transmit orders on your behalf to one or more product producers (a list of which is available on request).

Insurance Business
We are not under any contractual obligation to conduct insurance business exclusively with any insurance undertaking. We do not have a holding, direct or indirect, representing 10% or more of the voting rights or of the capital in any insurance undertaking, and equally, no insurance undertaking holds any such voting rights or capital in the Firm. We represent our customers when dealing with insurers.

Our Dealings with you

We request instructions in writing from our clients in order to avoid possible misunderstandings or disputes. Any advice we give you will be in writing.

Regular Reviews

It is in your best interest that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will also change. You must advise us of any changes and request a review of the relevant policy so that we can ensure that you are provided with up- to-date advice and a product 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 products.

Also, failure to disclose material information or to maintain premiums on protection policies may result in loss of cover, invalidate a claim, and render your policy void.

Conflicts of Interest

It is the policy of the Firm to avoid any conflict of interest when providing business services to our clients. However, when an unavoidable conflict arises, you will be advised of this before any business service is provided. If you have not been advised of any such conflict you are entitled to assume that none exists.

Remuneration and Charges

The Firm is remunerated by commission from product producers when business is placed with providers. For certain life assurance, pension policies and PRSAs, the commission is outlined in the Customer Information Notice or Preliminary Disclosure Certificate quotation provided to you and details are included in the policy documentation issued by the provider. We may receive regular renewal/ fund-based commissions while your products remain in force, and these contribute to the costs of our ongoing administration and consulting services that we provide to you.

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 or other remuneration paid or provided to us, which we have agreed with product providers, is available on request.

Where clients wish to pay for our services by way of a fee, we will generally not receive commissions from providers, or in some cases, commissions may be offset against fees chargeable. We reserve the right to amend these fees should the complexity of the product require a higher fee. We will confirm and agree this fee with you prior to any increased charge being applied.

Where clients have requested that we provide advisory services on a fee basis we will discuss, agree, and clearly document the scope of work to be undertaken and the fees to be charged for this work prior to commencing any engagement

Clawback

If we receive commission from a product provider and use it to reduce your fee, but the provider later takes back (claws back) that commission because of something you do—like cashing in early or transferring your assets—we will charge you a fee equal to the amount taken back. This fee will become due as soon as the commission is clawed back.

Financial Services - Life Assurance, Investments and Pensions

Life Assurance companies and some Product Producers provide products such as Life Assurance, Serious Illness Cover, Income Protection, Savings, Investments, Pensions and PRSA's. Depending on your individual circumstances, we may provide you with advice in relation to the nature of these products and which product(s) may be suitable for your needs. You may, however, have particular areas of interest; in this case, we will be happy to give specific advice. We can give you a choice of different Life and Pension products from the Insurance Companies and Product Producers

with whom we hold an appointment. On your instruction we can receive and transmit orders for such products on your behalf to these Insurers and Product Producers. With your agreement we may review the policies you take out on a periodic basis to ensure that you are kept informed as to their benefit and to check whether they are still suitable for your needs. Most Pension, Savings and Investments Contracts involve some form of risk. Unless specifically stated in the Insurer's or Product Producer's Plan/ Policy documentation, the value of an investment is not guaranteed and may fall as well as rise.

We will assist you with any queries you may have in relation to your plans/policies or in the event of a claim during the life of same, we will explain to you the various restrictions, conditions and exclusions attached. However, it is your responsibility to read the relevant documents, literature, and brochures to ensure that you understand the nature of the policy cover; particularly in relation to Permanent Health/Income Protection Insurance and Serious Illness.

In relation to Permanent Health/Income Protection Insurance policies it is our policy to explain to you:

- the meaning of disability as defined in the policy
- the benefits available under the policy
- the general exclusions that apply to the policy
- the reductions applied to the benefit where there are disability payments from other sources

For a Serious Illness policy, we will explain clearly to you the restrictions, conditions, and general exclusions which are attached to that policy.

The Firm may be remunerated by the Insurance Company and Product Producers to whom orders are transmitted. Details of these payments will be included in a product information document which you will receive before an application form for a product is completed, and details will also be included with your cooling-off period letter.

When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider.

Default on payments by clients

The Firm will exercise its legal rights to receive any payments due to it from clients for business services provided by it. Insurers and other product producers may withdraw benefits of cover or impose other penalties in the event of default on payments due under policies arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Issue of Receipts

When applicable, the Firm shall issue a receipt for each non- negotiable or negotiable instrument, or other payment received for the purposes of transmitting an order or a deposit to a product producer.

Cancellation

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

Complaints Procedure

We have a written complaints procedure for the effective handling of all complaints. Such complaints can be referred to the Head of Compliance of our Firm at the office address/phone number. The Head of Compliance will also be your contact point in relation to the ongoing investigation of your complaint. We will acknowledge receipt of your complaint in writing within 5 business days. A written update will be issued to you in intervals of not more than 20 business days. A comprehensive response to your complaint will be issued within 40 business days of receipt of your

initial complaint.

In the event of failure to resolve your complaint, you may raise the matter with The Financial Services and Pensions Ombudsman (FSPO). The FSPO is an independent office whose remit is to investigate, mediate and adjudicate unresolved complaints from customers about financial service providers.

Contact:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Tel 01-567 7000
Email: info@fspo.ie

Our full complaints procedure is available on request.

Compensation Schemes/Client Protection

Investor Compensation Company Ltd (ICCL) Scheme

The Firm is a member of the Investor Compensation Scheme established under Section 38 of the Investor Compensation Act 1998. The Act provides that compensation shall be paid to eligible investors (as defined in the Act) to the extent of 90% of an investor's net loss of €20,000, whichever is the lesser and is recognised as being eligible for compensation.

Brokers Ireland Compensation Fund Ltd

As a member of Brokers Ireland, the Firm is also a member of the Brokers Ireland Compensation Fund Ltd. Subject to the rules of the Scheme, the liabilities of its member firms up to a maximum of €100,000 per client (€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 (established by law) has failed adequately to compensate any client of the member. Further details are available on request

Data Protection

The Firm is subject to and complies with the requirements of the General Data Protection Regulation (GDPR) 2018 and the Irish Data Protection Act 2018. We are 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 requirements 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 Privacy Statement; this will be given to all our clients at the time of data collection. We will ensure that this Privacy Statement is easily accessible. Please refer to our website www.Lhkgroup.ie If this medium is not suitable, we will ensure you can easily receive a copy by post. You have the right at any time to request a copy of any "personal data" that our office holds about you and to have any inaccuracies in that information corrected.

From time to time, and only where you have provided your consent, we may contact you with information about products, services, or offers that may be of interest to you. You may manage or withdraw your marketing preferences at any time using the Marketing Consent link provided or by contacting us directly. Withdrawal of marketing consent will not affect the provision of core services to you.

If you have any questions or concerns regarding the processing of your personal data, please contact us at dataprotection@lhkgroup.ie.

Please access the link below to update your marketing preference to ensure that we are aware of your agreed methods of contact.

https://mailchi.mp/lhkgroup/marketing-consent

Governing Law

The law of the Republic of Ireland will govern the provision of the services covered by this document, and the Irish courts will have exclusive jurisdiction over any dispute.

Clients in Vulnerable Circumstances

The Firm is responsible for remaining alert to any personal circumstances or signs that might suggest you need extra support, and our team will take appropriate action to ensure you receive the necessary assistance. You may also choose to inform us If your financial, health, or other personal circumstances require additional support.

Cooling Off Period – Consumer Insurance Contracts Act 2019

If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days of the date you were informed the contract is on cover. The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover. This right to cancel does not apply where, in respect of life insurance, the contract is for a duration of six months or less.

New Business and Renewal

If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days of the date you were informed the contract is on cover.

The 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.

A consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover.

This right does not apply where; in respect of life insurance the contract is for a duration of six months or less.

The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

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

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer'[1]

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 will be provided to you. These are important documents as they form the basis of an insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

[1] 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.

If you are ever in doubt about whether or not something needs to be disclosed, please discuss it with us.

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You, the customer can cancel your policy by notice in writing at any time.

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

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

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End of document