GENERAL INSURANCE

Terms of Business

General Insurance Services

This document contains the Terms of Business for three firms within LHK Group that provide general insurance services. Each firm has its own Terms of Business, followed by a Commercial / Non-Consumer Addendum. 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 Insurance Ltd** — Pages 2–11
T/A LHK Insurance and LHK Group
General insurance
Central Bank of Ireland ref. C99882 · Last reviewed June 2026
Includes Commercial / Non-Consumer Addendum
View terms ›

2 **RJ Croly & Co. Ltd** — Pages 12–21
T/A LHK Group
General insurance
Central Bank of Ireland ref. C2226 · Last reviewed September 2026
Includes Commercial / Non-Consumer Addendum
View terms ›

3 **Insurances and Financial Services Ltd** — Pages 22–31
T/A LHK Group
General insurance
Central Bank of Ireland ref. C8762 · Last reviewed September 2026
Includes Commercial / Non-Consumer Addendum
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 Insurance Ltd. T/A LHK 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 Insurance Ltd. T/A LHK Insurance and LHK Group ("the Firm") will provide services to you as our client. It also details the regulatory and statutory obligations, as well as the respective duties of both the Firm and you in connection with these services. For clarity, throughout this document, "LHK Insurance Ltd." or "the Firm" refers to LHK Insurance Ltd. T/A LHK 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 general insurance 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 (C99882) as an insurance/reinsurance intermediary under the European Union (Insurance Distribution) Regulations 2018. The Firm is also regulated by the National Consumer Agency as a Credit Intermediary.

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, and
- Fitness & Probity Standards.

Services Provided

We commit to providing you with an excellent professional level of service. We believe in maintaining a relationship based on mutual trust and respect. The Firm is a member of Brokers Ireland. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to general insurance products.

- We act as a professional broker which means that the principal regulated activities of the Firm are provided on the basis of a fair and personal analysis of the market.
- We will identify and select suitable product producers and on receipt of your instructions we will transmit orders on your behalf to one or more product producers (a list of which is available on request).
- We will also offer assistance to you in relation to processing claims on policies taken out with our Firm. This assistance is provided either directly by our staff and/or with the assistance of an appointed loss assessor, at the expense of the policy holder.

This firm does not have a 'tied' relationship with any institution that would compromise our ability to offer you non-

biased advice and choice.

We act honestly, fairly and professionally in accordance with the best interests of our clients at all times

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 general insurance products from insurers with whom we hold an appointment. Our recommendations are based on your individual needs, circumstances and requirements, rather than being limited to a single insurer or product.

A fair and personal analysis does not mean that we review the entire insurance market or every product available. Our service is not based on a full market review but reflects a sufficiently broad analysis of available products to enable us to make a recommendation appropriate to your needs.

In carrying out a fair and personal analysis, we will consider factors such as:

- your specific insurance needs and circumstances,
- the nature and scale of the cover required,
- the range of insurers available to us as an intermediary,
- the relevance and suitability of products available from those insurers,
- the availability and quality of product information, and
- cost and other relevant considerations.

The extent of the analysis undertaken will be what may reasonably be expected of a professional insurance broker, taking into account the accessibility of information, the availability of products, and the practicality of carrying out the review.

In certain cases, particularly where we operate or have access to specific schemes or specialist insurance arrangements, the number of insurers available in the market may be limited. In such circumstances, our recommendation may be based on a more limited analysis of the market or may involve a single insurer where no comparable alternatives are available.

Where this applies, we will make this clear to you and explain the basis on which the recommendation has been made.

Our Dealings With You

We request instructions in writing from our clients in order to avoid possible misunderstandings or disputes. We will normally confirm our advice and key recommendations in writing. Where advice or guidance is provided verbally, this may be followed up in writing where appropriate.

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.

Unless specifically agreed in writing, we do not provide a periodic or automatic review service. We are, however, available to carry out 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 disclose that conflict to you in a clear and timely manner before proceeding.

Credit Finance

If you require credit terms, we may be able to arrange premium finance on your behalf with a number of credit providers (a list of which is available on request).

Premium Handling and Receipts

When receiving and transmitting orders in relation to insurance policies, the Firm will accept payments in cash, by cheque and by credit/debit card. The Firm is not authorised to accept cash or negotiable instruments in any other circumstances. A receipt in line with provision 3.5 of the Consumer Protection Code 2025 will be issued.
Premiums are due at inception or renewal date of a policy. Under the Central Bank of Ireland legislation very strict rules apply in the payment of premiums to Insurance companies. We will not be able to pay premiums to insurers which have not been received from clients. Therefore, to avoid policy cancellation, premiums must be paid strictly within the credit terms, otherwise immediately prior to cover incepting.

Failure to Pay or Default

The Firm will exercise its legal rights to receive payments due to it from clients for business services provided. In particular, without limitation of the generality of the foregoing, the Firm will seek reimbursement for all payments made to insurers on behalf of clients where the Firm has acted in good faith in renewing a policy of insurance for the client. Insurers and other product producers may withdraw benefits of cover in the event of default on payments due under policies of insurance arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Remuneration and Charges

The Firm is remunerated by commission and other payments from product producers or lenders on the completion of business. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients.

Our client is given the option of paying for the advisory services in full by way of fee. They are also given the option of paying for the advisory services by way of combination of fees and commissions and/or they may choose to offset fees payable against commission received. 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 our client has 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. 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 our website – https://www.lhkgroup.ie/

On settlement of your account, we will forward you all documents showing ownership of your policy. The Firm will not be in a position to release Motor Certificate, Disc and Policy Schedule until the premium is paid.

Schedule of Fees

		Fee
Advisory Service Fees	Directors and Consultants	up to €750/hour
	Account Directors	up to €500/hour
	Account Executives/Support Staff	up to €250/hour
Personal Lines (* % of premium)	New Business Fee	up to 30%*
	Renewals Fee	up to 30%*
	Mid-Term Alterations	€20
	Mid-Term Calculations	€20
	Mid-Term Duplicate Documentation	€20
Commercial Lines (*% of premium)	New Business Fee	up to 30%*
	Renewals Fee	up to 30%*
	Mid-Term Alterations	up to 30%*
	Mid-Term Cancellations	up to 30%*
	Mid-Term Duplicate Documentation	up to 30%*
	Finance Premium Fee	1%

Please Note:

- Any fees payable for our services will be agreed with you in advance and will reflect the nature, scope and complexity of the work involved. Where a fee needs to change due to the complexity of the product or service, this will be discussed with you and confirmed in advance before any revised charge applies.
- Personal Lines fees are calculated as a percentage of the premium (as set out above), subject to a **minimum charge of €150**.
  Commercial Lines fees are calculated as a percentage of the premium (as set out above), subject to a **minimum charge of €250**.
- Where professional or advisory services have been provided and the relevant work has been completed, the related fee will not normally be refundable. This does not affect any statutory rights you may have, and all fees applied will be fair, reasonable and proportionate to the services provided.
- Email or written confirmation will be obtained from you before any fees are deducted from a return premium.
- A full list of our current fees and charges is available for review on our website and at our reception areas.

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.

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

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.

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. 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

Consumer Insurance Contract Act 2019

The Consumer Insurance Contracts Act 2019 applies to most insurance policies in Ireland and provides you with enhanced consumer protection.

If you are taking out or renewing an insurance policy, there are some important responsibilities you should be aware of.

Your main responsibility is to:

- Answer all questions we or your insurer asks you honestly and with reasonable care, and
- Make sure that, to the best of your knowledge, the information you provide is accurate and complete.

You do not need to volunteer information that you have not been asked for. However, it is important that you take care when answering all questions, as the information you provide helps ensure your cover is appropriate.

Please take a few moments to read this information carefully. If anything is unclear or you would like further guidance, we are here to help.

New Business and Renewal

If you have taken out a general insurance contract, and we have not met face to face during the process, you may cancel the contract by giving notice in writing to us within 14 working days after 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. This right to cancel does not apply where the duration of the contract is less than one month. You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.

Post-Contract Stage and Claims
In certain cases, an insurer may withhold a small portion of a claim settlement until repair, replacement or reinstatement works have been completed and supporting documentation has been provided. In these circumstances:

- the amount withheld will not exceed:
    - 5% of the settlement where the claim is less than €40,000, or
    - 10% where the claim is more than €40,000

An insurer may decline or reduce a claim where there has been a significant change in the risk insured (for example, under an “alteration of risk” clause), and the change means the policy no longer reflects the risk originally agreed. A “material change” generally refers to a change that goes beyond what both you and the insurer reasonably expected when the policy was taken out.

You are expected to cooperate with the insurer when a claim is being assessed. This includes:

- responding to reasonable requests for information,
- providing information in an honest and careful manner, and
- notifying the insurer of a claim as soon as reasonably possible.

If, after making a claim, you become aware of information that may support or affect the outcome of that claim, you should let the insurer know. The insurer is subject to the same expectation.

If a claim is found to be fraudulent, the insurer may take steps which can include:

- treating the policy as cancelled from the date of the fraudulent act
- declining any affected claims

- retaining premiums paid

Any such action will depend on the circumstances of the case and will be carried out in line with the insurer's legal and regulatory obligations.

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 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.

Where necessary, we will adapt our approach, communications and level of support to ensure that clients in vulnerable circumstances are appropriately supported in making informed decisions.

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.

Disclosure of Information

Your duty of disclosure when completing documentation for new business/renewals and midterm adjustments.

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 1st September 2021 alters consumers duty of disclosure:

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer.' Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural, and linguistic factors.

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

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

Completed proposal forms/statement of fact

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

Commercial Customers: Non-Consumer Disclosure of Information

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void. If you are ever in doubt whether or not something needs to be disclosed, please discuss it with us.

Cooling Off Period

A consumer (as defined by SI No 853 of 2004) has the right to withdraw from an insurance policy (as defined under SI No 853 of 2004) within 14 days of the start date of the policy (except in the case of travel policies, whose operative period is for one month or less) without penalty and without giving any reason. This is known as the cooling off period. The right of withdrawal may be exercised by notice in writing to LHK Insurance quoting your policy number provided that no claim or adjustment has been made or is intended to be made or no incident has occurred which is likely to give rise to a claim or for travel policies. Should this right be exercised the insurance company may charge for the period you are on cover. For motor insurance the insurance certificate and disc must be received by LHK Insurance before the policy can be cancelled. Please note that the policy set up charge is non-refundable if you choose to withdraw from the policy within the cooling off period.

Claims

We will support you through the claims process in relation to policies arranged by us, including assisting with the submission of claims and liaising with insurers where appropriate. Our role is to help you navigate the claims process and to support communication with the insurer, in line with the terms and conditions of your policy.

Where a loss assessor is appointed, this will normally be at your discretion and expense. Claims decisions, settlement amounts and the handling of claims ultimately rest with the insurer in accordance with the policy terms.

This Terms of Business was last reviewed in June 2026

End of document

Commercial / Non-Consumer Addendum

to the LHK Insurance Ltd Terms of Business
June 2026

1. Purpose and Status of this Addendum

This Commercial / Non-Consumer Addendum ("Addendum") applies where services are provided by LHK Insurance Ltd t/a LHK Insurance and LHK Group ("LHK") to a client that does not fall within the definition of a "Consumer" for the purposes of Irish consumer protection legislation.

This Addendum:

- supplements the LHK Terms of Business dated June 2026 ("Terms of Business"); and
- prevails in the event of any conflict between this Addendum and the Terms of Business.

2. Non-Consumer Status

The Client confirms and acknowledges that:

- it is acting in the course of its trade, profession or business; and
- it does not meet the definition of a "Consumer" under the Consumer Insurance Contracts Act 2019 or related Irish consumer protection legislation.

3. Disapplication of Consumer-Specific Provisions

The following provisions of the Terms of Business do not apply to the Client:

- Any references to the Consumer Insurance Contracts Act 2019.
- Any statutory cooling-off periods or cancellation rights applicable to consumers.
- Any references to the "average consumer" standard of disclosure.
- Provisions relating to vulnerable consumers.
- Any rights of referral to the Financial Services and Pensions Ombudsman insofar as they apply solely to consumers.

4. Basis of Disclosure and Duty of Fair Presentation

The Client acknowledges that, as a commercial insured:

- It is subject to a duty of fair presentation of the risk under applicable common law and insurance principles; and
- It must disclose, fully and accurately, all material facts that it knows or ought reasonably to know, including information known to senior management or those responsible for insurance arrangements.

Failure to make a fair presentation may entitle insurers to apply remedies available under law or contract.

5. Scope of Services

The Firm will provide insurance brokerage services to the Client on the basis agreed from time to time, which may include, without limitation:

- advising on insurance requirements.
- sourcing and placing insurance cover.
- liaising with insurers and other intermediaries; and
- providing assistance in relation to claims.

The Firm does **not** provide legal, tax or accounting advice.

6. Limitation of Liability
To the fullest extent permitted by law:

- The Firm's liability to the Client arising out of or in connection with the services provided shall be limited to losses that are direct, foreseeable and caused by The Firm's negligence or willful default.
- The Firm shall not be liable for:
    - indirect or consequential losses.
    - loss of profit, revenue, business or opportunity.

Nothing in this Addendum limits liability for fraud or other liability that cannot be excluded by law.

7. Reliance on Information
The Firm shall be entitled to rely on information provided by the Client and/or its representatives unless it is manifestly incorrect. The Firm shall not be responsible for inaccuracies arising from incomplete, misleading or late information supplied by or on behalf of the Client.

8. Remuneration
The basis of the Firm's remuneration (including commission, fees or a combination thereof) shall be agreed with the Client and/or disclosed in accordance with applicable regulatory requirements.

9. Data Protection
Personal data will be processed in accordance with:

- applicable data protection legislation (including GDPR); and
- The Firm's Privacy Notice is updated from time to time.

This Addendum does not alter the respective roles of the parties as data controller or data processor, where applicable.

10. Governing Law and Jurisdiction
This Addendum and the provision of services by The Firm shall be governed by and construed in accordance with the laws of the Republic of Ireland, and the Irish courts shall have exclusive jurisdiction.

11. Acceptance
This Addendum may be accepted by written agreement or by the Client proceeding with the engagement and/or instructing The Firm to provide services.

This Addendum 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

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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.

Unless specifically agreed in writing, we do not provide a periodic or automatic review service. We are, however, available to carry out reviews or provide advice where requested by you.

Conflicts of Interest

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Our client is given the option of paying for the advisory services in full by way of fee. They are also given the option of paying for the advisory services by way of combination of fees and commissions and/or they may choose to offset fees payable against commission received. 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 our client has 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. 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 our website – https://www.lhkgroup.ie/

On settlement of your account, we will forward you all documents showing ownership of your policy. The Firm will not be in a position to release Motor Certificate, Disc and Policy Schedule until the premium is paid.

Schedule of Fees

		Fee
Advisory Service Fees	Directors and Consultants	up to €750/hour
	Account Directors	up to €500/hour
	Account Executives/Support Staff	up to €250/hour
Personal Lines (* % of premium)	New Business Fee	up to 30%*
	Renewals Fee	up to 30%*
	Mid-Term Alterations	€20
	Mid-Term Calculations	€20
	Mid-Term Duplicate Documentation	€20
Commercial Lines (*% of premium)	New Business Fee	up to 30%*
	Renewals Fee	up to 30%*
	Mid-Term Alterations	up to 30%*
	Mid-Term Cancellations	up to 30%*
	Mid-Term Duplicate Documentation	up to 30%*
	Finance Premium Fee	1%

Please Note:

- Any fees payable for our services will be agreed with you in advance and will reflect the nature, scope and complexity of the work involved. Where a fee needs to change due to the complexity of the product or service, this will be discussed with you and confirmed in advance before any revised charge applies.
- Personal Lines fees are calculated as a percentage of the premium (as set out above), subject to a **minimum charge of €150**.
  Commercial Lines fees are calculated as a percentage of the premium (as set out above), subject to a **minimum charge of €250**.
- Where professional or advisory services have been provided and the relevant work has been completed, the related fee will not normally be refundable. This does not affect any statutory rights you may have, and all fees applied will be fair, reasonable and proportionate to the services provided.
- Email or written confirmation will be obtained from you before any fees are deducted from a return premium.
- A full list of our current fees and charges is available for review on our website and at our reception areas.

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.

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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.

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Our full complaints procedure is available on request.

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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. 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

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The Consumer Insurance Contracts Act 2019 applies to most insurance policies in Ireland and provides you with enhanced consumer protection.

If you are taking out or renewing an insurance policy, there are some important responsibilities you should be aware of.

Your main responsibility is to:

- Answer all questions we or your insurer asks you honestly and with reasonable care, and
- Make sure that, to the best of your knowledge, the information you provide is accurate and complete.

You do not need to volunteer information that you have not been asked for. However, it is important that you take care when answering all questions, as the information you provide helps ensure your cover is appropriate.

Please take a few moments to read this information carefully. If anything is unclear or you would like further guidance, we are here to help.

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If you have taken out a general insurance contract, and we have not met face to face during the process, you may cancel the contract by giving notice in writing to us within 14 working days after 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. This right to cancel does not apply where the duration of the contract is less than one month. You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.

Post-Contract Stage and Claims
In certain cases, an insurer may withhold a small portion of a claim settlement until repair, replacement or reinstatement works have been completed and supporting documentation has been provided. In these circumstances:

- the amount withheld will not exceed:
    - 5% of the settlement where the claim is less than €40,000, or
    - 10% where the claim is more than €40,000

An insurer may decline or reduce a claim where there has been a significant change in the risk insured (for example, under an "alteration of risk" clause), and the change means the policy no longer reflects the risk originally agreed. A "material change" generally refers to a change that goes beyond what both you and the insurer reasonably expected when the policy was taken out.

You are expected to cooperate with the insurer when a claim is being assessed. This includes:

- responding to reasonable requests for information,
- providing information in an honest and careful manner, and
- notifying the insurer of a claim as soon as reasonably possible.

If, after making a claim, you become aware of information that may support or affect the outcome of that claim, you should let the insurer know. The insurer is subject to the same expectation.

If a claim is found to be fraudulent, the insurer may take steps which can include:

- treating the policy as cancelled from the date of the fraudulent act
- declining any affected claims
- retaining premiums paid

Any such action will depend on the circumstances of the case and will be carried out in line with the insurer's legal and regulatory obligations.

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 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.

Where necessary, we will adapt our approach, communications and level of support to ensure that clients in vulnerable circumstances are appropriately supported in making informed decisions.

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.

Disclosure of Information

Your duty of disclosure when completing documentation for new business/renewals and midterm adjustments.

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 1st September 2021 alters consumers duty of disclosure:

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer.' Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural, and linguistic factors.

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

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

Completed proposal forms/statement of fact

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

Commercial Customers: Non-Consumer Disclosure of Information

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void. If you are ever in doubt whether or not something needs to be disclosed, please discuss it with us.

Cooling Off Period

A consumer (as defined by SI No 853 of 2004) has the right to withdraw from an insurance policy (as defined under SI No 853 of 2004) within 14 days of the start date of the policy (except in the case of travel policies, whose operative period is for one month or less) without penalty and without giving any reason. This is known as the cooling off period. The right of withdrawal may be exercised by notice in writing to R J Croly & Co. Ltd. t/a LHK Group quoting your policy number provided that no claim or adjustment has been made or is intended to be made or no incident has occurred which is likely to give rise to a claim or for travel policies. Should this right be exercised the insurance company may charge for the period you are on cover. For motor insurance the insurance certificate and disc must be received by R J Croly & Co. Ltd. t/a LHK Group before the policy can be cancelled. Please note that the policy set up charge is non-refundable if you choose to withdraw from the policy within the cooling off period.

Claims

We will support you through the claims process in relation to policies arranged by us, including assisting with the submission of claims and liaising with insurers where appropriate. Our role is to help you navigate the claims process and to support communication with the insurer, in line with the terms and conditions of your policy.

Where a loss assessor is appointed, this will normally be at your discretion and expense. Claims decisions, settlement amounts and the handling of claims ultimately rest with the insurer in accordance with the policy terms.

This Terms of Business was last reviewed in September 2026

End of document

Commercial / Non-Consumer Addendum

to the R J Croly & Co. Ltd. t/a LHK Group Terms of Business
September 2026

1. Purpose and Status of this Addendum

This Commercial / Non-Consumer Addendum ("Addendum") applies where services are provided by R J Croly & Co. Ltd. t/a LHK Group ("LHK") to a client that does not fall within the definition of a "Consumer" for the purposes of Irish consumer protection legislation.

This Addendum:

- supplements the Firm's Terms of Business dated September 2026 ("Terms of Business"); and
- prevails in the event of any conflict between this Addendum and the Terms of Business.

2. Non-Consumer Status

The Client confirms and acknowledges that:

- it is acting in the course of its trade, profession or business; and
- it does not meet the definition of a "Consumer" under the Consumer Insurance Contracts Act 2019 or related Irish consumer protection legislation.

3. Disapplication of Consumer-Specific Provisions

The following provisions of the Terms of Business do not apply to the Client:

- Any references to the Consumer Insurance Contracts Act 2019.
- Any statutory cooling-off periods or cancellation rights applicable to consumers.
- Any references to the "average consumer" standard of disclosure.
- Provisions relating to vulnerable consumers.
- Any rights of referral to the Financial Services and Pensions Ombudsman insofar as they apply solely to consumers.

4. Basis of Disclosure and Duty of Fair Presentation

The Client acknowledges that, as a commercial insured:

- It is subject to a duty of fair presentation of the risk under applicable common law and insurance principles; and
- It must disclose, fully and accurately, all material facts that it knows or ought reasonably to know, including information known to senior management or those responsible for insurance arrangements.

Failure to make a fair presentation may entitle insurers to apply remedies available under law or contract.

5. Scope of Services

The Firm will provide insurance brokerage services to the Client on the basis agreed from time to time, which may include, without limitation:

- advising on insurance requirements.
- sourcing and placing insurance cover.
- liaising with insurers and other intermediaries; and
- providing assistance in relation to claims.
- The Firm does **not** provide legal, tax or accounting advice.

6. Limitation of Liability
To the fullest extent permitted by law:

- The Firm's liability to the Client arising out of or in connection with the services provided shall be limited to losses that are direct, foreseeable and caused by The Firm's negligence or willful default.
- The Firm shall not be liable for:
    - indirect or consequential losses.
    - loss of profit, revenue, business or opportunity.

Nothing in this Addendum limits liability for fraud or other liability that cannot be excluded by law.

7. Reliance on Information
The Firm shall be entitled to rely on information provided by the Client and/or its representatives unless it is manifestly incorrect. The Firm shall not be responsible for inaccuracies arising from incomplete, misleading or late information supplied by or on behalf of the Client.

8. Remuneration
The basis of the Firm's remuneration (including commission, fees or a combination thereof) shall be agreed with the Client and/or disclosed in accordance with applicable regulatory requirements.

9. Data Protection
Personal data will be processed in accordance with:

- applicable data protection legislation (including GDPR); and
- The Firm's Privacy Notice is updated from time to time.

This Addendum does not alter the respective roles of the parties as data controller or data processor, where applicable.

10. Governing Law and Jurisdiction
This Addendum and the provision of services by The Firm shall be governed by and construed in accordance with the laws of the Republic of Ireland, and the Irish courts shall have exclusive jurisdiction.

11. Acceptance
This Addendum may be accepted by written agreement or by the Client proceeding with the engagement and/or instructing The Firm to provide services.

This Addendum 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. t/a LHK Group ("the Firm") will provide services to you as our client. It also details the regulatory and statutory obligations, as well as the respective duties of both the Firm and you in connection with these services. For clarity, throughout this document, "we", "us", "the Firm" or "our" all refer to Insurances and Financial Services Ltd. t/a 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 general insurance 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 insurance/reinsurance intermediary under the European Union (Insurance Distribution) Regulations 2018. The Firm is also regulated by the National Consumer Agency as a Credit Intermediary.

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, and
- Fitness & Probity Standards.

Services Provided

We commit to providing you with an excellent professional level of service. We believe in maintaining a relationship based on mutual trust and respect. The Firm is a member of Brokers Ireland. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to general insurance products.

- We act as a professional broker which means that the principal regulated activities of the Firm are provided on the basis of a fair and personal analysis of the market.
- We will identify and select suitable product producers and on receipt of your instructions we will transmit orders on your behalf to one or more product producers (a list of which is available on request).
- We will also offer assistance to you in relation to processing claims on policies taken out with our Firm. This assistance is provided either directly by our staff and/or with the assistance of an appointed loss assessor, at the expense of the policy holder.

This firm does not have a 'tied' relationship with any institution that would compromise our ability to offer you non-

biased advice and choice.

We act honestly, fairly and professionally in accordance with the best interests of our clients at all times

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 general insurance products from insurers with whom we hold an appointment. Our recommendations are based on your individual needs, circumstances and requirements, rather than being limited to a single insurer or product.

A fair and personal analysis does not mean that we review the entire insurance market or every product available. Our service is not based on a full market review but reflects a sufficiently broad analysis of available products to enable us to make a recommendation appropriate to your needs.

In carrying out a fair and personal analysis, we will consider factors such as:

- your specific insurance needs and circumstances,
- the nature and scale of the cover required,
- the range of insurers available to us as an intermediary,
- the relevance and suitability of products available from those insurers,
- the availability and quality of product information, and
- cost and other relevant considerations.

The extent of the analysis undertaken will be what may reasonably be expected of a professional insurance broker, taking into account the accessibility of information, the availability of products, and the practicality of carrying out the review.

In certain cases, particularly where we operate or have access to specific schemes or specialist insurance arrangements, the number of insurers available in the market may be limited. In such circumstances, our recommendation may be based on a more limited analysis of the market or may involve a single insurer where no comparable alternatives are available.

Where this applies, we will make this clear to you and explain the basis on which the recommendation has been made.

Our Dealings With You

We request instructions in writing from our clients in order to avoid possible misunderstandings or disputes. We will normally confirm our advice and key recommendations in writing. Where advice or guidance is provided verbally, this may be followed up in writing where appropriate.

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.

Unless specifically agreed in writing, we do not provide a periodic or automatic review service. We are, however, available to carry out 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 disclose that conflict to you in a clear and timely manner before proceeding.

Credit Finance

If you require credit terms, we may be able to arrange premium finance on your behalf with a number of credit providers (a list of which is available on request).

Premium Handling and Receipts

When receiving and transmitting orders in relation to insurance policies, the Firm will accept payments in cash, by cheque and by credit/debit card. The Firm is not authorised to accept cash or negotiable instruments in any other circumstances. A receipt in line with provision 3.5 of the Consumer Protection Code 2025 will be issued.
Premiums are due at inception or renewal date of a policy. Under the Central Bank of Ireland legislation very strict rules apply in the payment of premiums to Insurance companies. We will not be able to pay premiums to insurers which have not been received from clients. Therefore, to avoid policy cancellation, premiums must be paid strictly within the credit terms, otherwise immediately prior to cover incepting.

Failure to Pay or Default

The Firm will exercise its legal rights to receive payments due to it from clients for business services provided. In particular, without limitation of the generality of the foregoing, the Firm will seek reimbursement for all payments made to insurers on behalf of clients where the Firm has acted in good faith in renewing a policy of insurance for the client. Insurers and other product producers may withdraw benefits of cover in the event of default on payments due under policies of insurance arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Remuneration and Charges

The Firm is remunerated by commission and other payments from product producers or lenders on the completion of business. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients.

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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.

Where necessary, we will adapt our approach, communications and level of support to ensure that clients in vulnerable circumstances are appropriately supported in making informed decisions.

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.

Disclosure of Information

Your duty of disclosure when completing documentation for new business/renewals and midterm adjustments.

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 1st September 2021 alters consumers duty of disclosure:

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer.' Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural, and linguistic factors.

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

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

Completed proposal forms/statement of fact

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

Commercial Customers: Non-Consumer Disclosure of Information

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void. If you are ever in doubt whether or not something needs to be disclosed, please discuss it with us.

Cooling Off Period

A consumer (as defined by SI No 853 of 2004) has the right to withdraw from an insurance policy (as defined under SI No 853 of 2004) within 14 days of the start date of the policy (except in the case of travel policies, whose operative period is for one month or less) without penalty and without giving any reason. This is known as the cooling off period. The right of withdrawal may be exercised by notice in writing to Insurances and Financial Services Ltd. t/a LHK Group quoting your policy number provided that no claim or adjustment has been made or is intended to be made or no incident has occurred which is likely to give rise to a claim or for travel policies. Should this right be exercised the insurance company may charge for the period you are on cover. For motor insurance the insurance certificate and disc must be received by Insurances and Financial Services Ltd. t/a LHK Group before the policy can be cancelled. Please note that the policy set up charge is non-refundable if you choose to withdraw from the policy within the cooling off period.

Claims

We will support you through the claims process in relation to policies arranged by us, including assisting with the submission of claims and liaising with insurers where appropriate. Our role is to help you navigate the claims process and to support communication with the insurer, in line with the terms and conditions of your policy.

Where a loss assessor is appointed, this will normally be at your discretion and expense. Claims decisions, settlement amounts and the handling of claims ultimately rest with the insurer in accordance with the policy terms.

This Terms of Business was last reviewed in September 2026

End of document

Commercial / Non-Consumer Addendum

to the Insurances and Financial Services Ltd. t/a LHK Group Terms of Business
September 2026

1. Purpose and Status of this Addendum

This Commercial / Non-Consumer Addendum ("Addendum") applies where services are provided by Insurances and Financial Services Ltd.
t/a LHK Group ("LHK") to a client that does not fall within the definition of a "Consumer" for the purposes of Irish consumer protection legislation.

This Addendum:

- supplements the Firm's Terms of Business dated September 2026 ("Terms of Business"); and
- prevails in the event of any conflict between this Addendum and the Terms of Business.

2. Non-Consumer Status

The Client confirms and acknowledges that:

- it is acting in the course of its trade, profession or business; and
- it does not meet the definition of a "Consumer" under the Consumer Insurance Contracts Act 2019 or related Irish consumer protection legislation.

3. Disapplication of Consumer-Specific Provisions

The following provisions of the Terms of Business do not apply to the Client:

- Any references to the Consumer Insurance Contracts Act 2019.
- Any statutory cooling-off periods or cancellation rights applicable to consumers.
- Any references to the "average consumer" standard of disclosure.
- Provisions relating to vulnerable consumers.
- Any rights of referral to the Financial Services and Pensions Ombudsman insofar as they apply solely to consumers.

4. Basis of Disclosure and Duty of Fair Presentation

The Client acknowledges that, as a commercial insured:

- It is subject to a duty of fair presentation of the risk under applicable common law and insurance principles; and
- It must disclose, fully and accurately, all material facts that it knows or ought reasonably to know, including information known to senior management or those responsible for insurance arrangements.

Failure to make a fair presentation may entitle insurers to apply remedies available under law or contract.

5. Scope of Services

The Firm will provide insurance brokerage services to the Client on the basis agreed from time to time, which may include, without limitation:

- advising on insurance requirements.
- sourcing and placing insurance cover.
- liaising with insurers and other intermediaries; and
- providing assistance in relation to claims.

- The Firm does **not** provide legal, tax or accounting advice.

6. Limitation of Liability
To the fullest extent permitted by law:

- The Firm's liability to the Client arising out of or in connection with the services provided shall be limited to losses that are direct, foreseeable and caused by The Firm's negligence or willful default.
- The Firm shall not be liable for:
    - indirect or consequential losses.
    - loss of profit, revenue, business or opportunity.

Nothing in this Addendum limits liability for fraud or other liability that cannot be excluded by law.

7. Reliance on Information
The Firm shall be entitled to rely on information provided by the Client and/or its representatives unless it is manifestly incorrect. The Firm shall not be responsible for inaccuracies arising from incomplete, misleading or late information supplied by or on behalf of the Client.

8. Remuneration
The basis of the Firm's remuneration (including commission, fees or a combination thereof) shall be agreed with the Client and/or disclosed in accordance with applicable regulatory requirements.

9. Data Protection
Personal data will be processed in accordance with:

- applicable data protection legislation (including GDPR); and
- The Firm's Privacy Notice is updated from time to time.

This Addendum does not alter the respective roles of the parties as data controller or data processor, where applicable.

10. Governing Law and Jurisdiction
This Addendum and the provision of services by The Firm shall be governed by and construed in accordance with the laws of the Republic of Ireland, and the Irish courts shall have exclusive jurisdiction.

11. Acceptance
This Addendum may be accepted by written agreement or by the Client proceeding with the engagement and/or instructing The Firm to provide services.

This Addendum was last reviewed in September 2026

End of document