

Terms of Business

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries we will be happy to clarify them. If any material changes are made to these terms we will notify you.

Our Status

Le Chéile Financial Services Ltd trading as Le Chéile Group, Le Chéile General Insurances, Le Chéile Consulting, (C9145) is **registered/regulated** by the Central Bank of Ireland as an Insurance, reinsurance or ancillary Insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018 ; authorised as an Investment Intermediary Business Firm under Section 10 of the Investment Intermediaries Act, 1995 (as amended); Service Provider holding appointments for IIA product producers, including intermediaries that may issue appointments, appearing in the register maintained under Section 31 of the Investment Intermediaries Act, 1995 (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. We are also a member of Brokers Ireland.

Codes of Conduct

Le Chéile Group is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website www.centralbank.ie

Our Services

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to general insurance products. A full list of product providers including ultimate insurers and lending agencies with which we deal is available on request.

Le Chéile Group uses a range of products providers some of whom in turn may charge a fee for their services. A full list of our product providers is available on request. For ease of reference for the purpose of this document, the terms 'product provider', may refer to insurance undertakings, wholesale brokers and product producers. Le Chéile Group transacts business only through products providers who are regulated by the Central Bank of Ireland or other equivalent regulator. Le Chéile Group cannot and does not guarantee the solvency of any product provider.

Fair and Personal Analysis

The concept of **fair and personal analysis** describes the extent of the choice of products and providers offered by an intermediary within a particular category of general insurance, or a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be such that could reasonably be expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair and personal analysis of the market, we will consider the following criteria:

- the needs of the customer,
- the size of the customer order,
- the number of providers in the market that deal with brokers,
- the market share of each of those providers,
- the number of relevant products available from each provider,
- the availability of information about the products,
- the quality of the product and service provided by the provider,
- cost, and
- any other relevant consideration.

Commercial Insurance

Key products and service include but are not restricted to; business insurance, agriculture, private clients, manufacturing, corporate risk, hospitality and entertain risks, fleet insurance, property risks, goods in trans, educational risks, insolvency risks , professional risks, management liability , tradesmen and contractors insurance.

In some cases we may be granted authority from an insurance undertaking to conduct tasks on their behalf, for which we will be remunerated. Where we place your business with this insurance undertaking under this authority you will be notified in advance of the placement.

We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

To ensure continuity of cover, where you have an existing policy which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewals and when we receive your instruction. You have the right not to avail of this service.

Our Remuneration/Statement of Charges

Our income is generated from a combination of commissions and brokerage fees for our professional services. The level of brokerage charged will be dependent on the complexity of the service, Seniority of staff involved, compliance factors, and other operational considerations. Any brokerage charged will be clearly identified on your quotation documentation and invoices where business is transacted and will be non-refundable in the event of policy cancellation. Le Chéile Group may also be paid an additional commission by product providers based on certain agreed business targets being achieved and may also receive additional commission from premium finance providers for business transacted. We do not regard this as a conflict of interest when providing business services to client. We may offer clients the option of paying solely by a fee if required.

We may receive commission and other payments at inception of your business and on an on-going basis from the product provider with which business is placed. This remuneration enables us to provide you with services on an on-going basis. Details of remuneration are available on request.

A statement of our fees is outlined below:

Fees Option: -

You may elect to pay for your services by means of a fee. Fees may be charged on an hourly rate. This will always be discussed and agreed in writing with you in advance of inception of any policy.

Current fee structure ex VAT:

Account Directors (Commercial and financial planning)	€750.00
Account Executives	€475.00
Administrative Staff	€150.00
Executive Planning Service	€1200.00

Please note that Le Chéile Group may apply the hourly rate in addition to broker fees as specified for particularly complex accounts and/or where court attendance may be required.

Payments of amounts owing

Strict rules apply to the premiums to product providers. Le Chéile Group will not be able to pay premiums to product providers that have not been received from clients, with the result that cancellation instructions may be given to product providers in the absence of the payment in full.

In the event of default, Insurers may withdraw benefits/cover in the event of default payments.

Handling Clients Money

Le Chéile Group accepts payments by cheque, by credit or debit card and by electronic fund transfer. Monies received from clients are retained in our Client Premium Account, which is a bank account solely for client's money. Le Chéile Group issues a receipt for any payment received. This is required under Section 30 of the Investment Intermediaries Act 1995. A receipt is issued with your protection in mind and should be retained safely.

Regular Reviews

It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. You must advise us of those changes and request a review of the relevant policy so that we can ensure that you are provided with up to date advice and products best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

Duty of Disclosure of Information

It is your responsibility to provide complete and accurate information when arrange or renewing a policy and throughout the lifetime of a policy. Failure or delays in disclosing material facts to a product provider could invalidate your insurance cover or mean a claim is declined or a reduced amount is paid.

A material fact is a fact so important that its disclosure could change the decision of an insurer to underwrite a policy or in determining the premium or in settling a loss. Insurers now share all claims information on the Insurance Link database. This reports on all claims and can/will be used by Insurers to certify correct disclose of claims information.

Where a policy is incepted based on the information supplied on a completed proposal form or via a statement of fact form, Le Chéile Group assumes that you have checked the accuracy of all the information provided, included any pre-populated sections on such forms. If you are unsure about whether a fact is material, you need to contact us to discuss. If there are any errors please notify us immediately.

Any failure to disclose material information may invalidate your claim and render your policy void.

Policy Warranty, Conditions and Exclusions

All policies contain conditions and exclusions which restrict certain types of claims of activities. Some policies also contain warranties that must be complied with by you before a claim will be admitted. All policies contain a condition requiring you to take reasonable care to avoid loss and/or damage that may give rise to a claim. Policies should be examined

carefully to ensure that all warranties, conditions and exclusions are acceptable and being complied with. If the policy conditions are not acceptable, please let us know in writing.

Conflicts of interest

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises we will advise you of this in writing before providing you with any service. A full copy of our conflicts of interest policy is available on request.

Default on payments by clients

We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for services provided. In particular, without limitation to 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.

Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Complaints

Customer service is important to Le Chéile Group and we aim to resolve complaints as quickly as possible. Whilst verbal complaints are welcome, it would be preferable that any complaints are made in writing. We will acknowledge your complaint within 5 business days. We will investigate the complaint as swiftly as possible, and, the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman, contact details are shown later in this document. A full copy of our complaints procedure is available on request.

Data Protection

The Company processes data in line with the provisions of the General Data Protection Regulations. Personal data is collected in order to provide the highest stand of service to you. The information you give us may include your name, date of birth, marital status, details of dependents, home address, contact address, e-mail address and phone number, employment details, bank account detail, tax details, assets and liabilities, expense details, financial and credit card information, photo identification, documentation, criminal convictions. Information supplied is kept secure, is used only for legitimate purposes in our activity as intermediary and is retained for no longer than is necessary subject to any regulatory rule regarding record maintenance. Debit and credit card information is retained only for the duration of the transaction.

We may also need to collect sensitive personal data to fulfil product provider's requirements in providing insurance quotations or products. Sensitive data includes trade union activities, physical or mental health detail. By providing us with your information and proceeding with a contract on Insurance, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration including underwriting, processing, notification of potential claims, claims handling, collection of debt and fraud prevention. Please note that in some cases if you do not agree to the way we process your information, it may not be possible for to continue to offer services to you.

We would also like to keep you informed of any/other services provided by Le Chéile Group which may be of interest to you. We would like to contact you by way of letter, email or telephone call. If you do not wish to receive such marketing information please tick the box to reflect your opinion in the Terms of Business acknowledgement letter to allow us to appropriately note our records.

We may share information about you with regulatory and public bodies including An Garda Síochána and with third party outsourced suppliers providing regulated and unregulated services to the company.

When you receive a quotation from us, you may receive a telephone call or text message and/or email in relation to that quote. There may also be requirements to contact you for the purposes of discussing renewals terms of an existing policy with us or any other query directly relate related to an existing policy with us or any other query directly relating to an existing policy with us. We may also use the information to notify you by telephone, post, mobile phones, email and/or SMS messaging about new or existing products. You have the option to decline to receive further marketing information from us by writing or by following any additional opt out instructions that may be received in communications.

You may have entitlements under legislation to inspect all personal information held on file by the Company and to have inaccuracies in that information corrected. Subject access requests for specific information should be sent to Data Protection Officer in our office. There is no fee for such requests.

For further information regarding Data Information/Privacy Policy please visit our website.

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

Investor Compensation Scheme

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act.

The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme and our firm is a member of this scheme.

Compensation may be payable where money or investment instruments owed or belonging to clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so.

A right to compensation will arise only:

- If the client is an eligible investor as defined in the Act; and
- If it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
- To the extent that the client's loss is recognised for the purposes of the Act.

Where an entitlement to compensation is established, the compensation payable will be the lesser of:

- 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or
- Compensation of up to €20,000.

For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.

Brokers Ireland Compensation Fund

We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

Electronic Mail

Where communication is made by electronic email Le Chéile Group and our clients accept the inherent risks in this method of communication. Notwithstanding that we have virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete.

Electronic mail transmission from Le Chéile Group is confidential and intended only for the person to whom it is addressed. Its contents may be protected by legal and/or professional privilege.

Should an email be received by you in error please contact us at www.lecheilegroup.ie. Cover instructions received by Le Cheile's electronic mail have no validity until confirmed by Le Chéile Group. Any unauthorised form of reproduction of email communication is strictly prohibited. The Company does not guarantee the security of any information electronically transmitted and is not liable if the information contained in this communication is not a proper and completed record of the message as transmitted by the sender or for any delay in its receipt. The Company accepts no responsibility for any loss or damage resulting directly or indirectly from the use of electronic mail or for the contents within in the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and Le Chéile Group systems shall be deemed the definitive record of electronic communications and documentation.

We would remind our clients that due to the popularity of email as an attack vector, it is critical that their enterprises and individuals take measures to secure their email accounts against common attacks as well as attempts at unauthorised access to accounts or communications. Malware sent via email messages can be quite destructive.

Phishing emails often contain malware in attachments designed to look like legitimate document or include hyperlinks that lead to websites that serve malware.

Phishing emails can also be used to trick recipients into sharing sensitive information, often by posing as a legitimate business or trusted contacts. Phishing emails aimed at stealing information typically will ask recipients to confirm their login information, passwords, social security number, bank account numbers, and even credit card information. Some even link to counterfeit websites that look exactly like that of a reputable vendor or business partner to trick victims into entering account or financial information. Le Chéile Group will never seek such information from our clients. Our website address is www.lecheilegroup.ie

Termination of Service

Our Services may be terminate for one policy or across the range of policies for which we act as your Insurance Broker (within regulatory rules), without cause or penalty by either us or you by giving you one month's notice of termination to the other, or as otherwise agreed. With effect from the date of termination and in the absence of any express agreement to the contrary, we have no obligation to perform any other services for you.

Governing Law

Le Chéile Financial Services Ltd trading as Le Chéile Group shall be governed and construed in all respects according to the laws of the Republic of Ireland.

These Terms of Business are effective from

Signed: Stuart Reid, CEO