

TERMS OF BUSINESS OF OBF INSURANCE GROUP LTD.

Contact Information

Address : Bridge House, Baggot Street Bridge, Dublin 4, D04 X2P1.
Phone : 01 6601033/6760201 ; Fax : 01 6687985 ; Email : info@obf.ie ; Website : www.obf.ie
Directors : T.M. Gleeson, N.P. Maher BA ACII QFA PTP
Consultant : J. Lynham

Our Company

OBF Insurance Group Ltd. (“we”, “us”, “the firm”) offers insurance broking, underwriting and advice services to our clients. We are regulated by the Central Bank of Ireland as an Investment Business Firm under Section 10 of the Investment Intermediaries Act 1995 (as amended) and as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. Our registration is contained in the Register of Insurance Mediation Directive firms held by the Central Bank of Ireland. 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. Copies of our authorisations are available on request. We are authorised by The Competition and Consumer Protection Commission to act as a Credit Intermediary. We are members of Brokers Ireland.

OBF Insurance Group Ltd. is subject to and complies with the Consumer Protection Code, Minimum Competency Code, the Handbook of Prudential Requirements for Investment Intermediaries and the Fitness and Probity Standards as laid down by the Central Bank of Ireland. These codes offer protection to you as a consumer and 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, Life, Pensions & Investments. A full list of insurers and product producers with which we deal is available on request. In relation to the following classes of insurance business, we offer advice based on a fair and personal analysis basis. This means we will research the market available to us and recommend what we consider to be the best product for your requirements :

General Insurance Broking

Life & Pensions Broking

Income Protection Advice

Investment Advice

We offer certain classes of insurance through specific providers. Therefore, in the following cases we do not research the market but instead place the business with the chosen providers :

Class of Business

Provider

Medical Malpractice Insurance
Caravan Insurance
Mobile Home Insurance
Non-standard Home Insurance
Holiday Home Insurance
Log Home Insurance
Thatched Home Insurance
Unoccupied Private Dwellings Insurance
Trailer Tent Insurance
Photography Insurance
Liability Insurance for Dance Teachers

Lloyd’s Insurance Company S.A.
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AXA Insurance Ltd.
Eventinsure

In the case of Medical Malpractice Insurance, preferential premium rates are offered to members of approved associations. A full list of approved associations is available on our website.

In addition, we may offer access to certain products provided by specific insurers via our website. We offer access to these products on a non-advice basis and the client is purchasing them directly from the external provider.

We offer access to a premium financing facility for certain products. This is provided by Close Brothers Premium Finance Ireland. The premium finance is in the form of a loan from Close Brothers Premium Finance Ireland and there is an interest charge applied. In the event of a default, you will have a debt to them.

Our Remuneration

General Insurance

Our normal remuneration is in the form of commission from the insurance undertaking or premium finance provider with whom the business is placed. In certain situations, we may charge a brokerage fee for our services (see Scale of Fees below). If a fee is to be charged, the amount will depend on the type of product and time spent researching markets. The amount of any fee will be clearly shown on the relevant quotation or invoice/renewal notice. In the event that fees or charges are payable to a third party in connection with arranging or renewing cover, these charges will be disclosed and will be payable by you.

General Insurance Scale of Fees

	<u>Initial Fee</u>	<u>Renewal Fee</u>	<u>Policy Alterations/Cancellation</u>
Motor Insurance	Up to €75	Up to €75	Up to €75
Household Insurance	Up to €75	Up to €75	Up to €75
Commercial Insurance	Up to 30% of premium	Up to 30% of premium	Up to 30% of premium
Malpractice Scheme	Up to 30% of premium	Up to 30% of premium	Up to 30% of premium
Underwriting Agency Business	Up to €50	Up to €50	Up to €50

We may amend these fees depending on time spent and/or if the complexity of the product or item of business requires a higher fee to be charged. We will confirm and agree any higher fees with you in advance of any increased fee being charged. Once the insurance has been arranged, any fees paid are non-refundable.

Life Assurance, Pensions and Investment Business Broking

We can give you a choice of different life and pension products on a fair and personal analysis basis from the insurance companies from whom we hold appointments. On your instruction, we can receive and transmit orders for such products on your behalf to these Insurers.

With your agreement, we may review the policies you take out on a periodic basis to ensure you are kept informed as to their benefit and to check whether they are still suitable for your needs. We will also assist you with any queries you may have in relation to the policies or in the event of a claim during the life of the policy. We will explain to you the various conditions, restrictions and exclusions attached to your policies. However it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the cover.

We may be remunerated by the insurance companies to whom orders are transmitted. Details of these payments will be included in a product information document, which you will receive before an application for a product is completed and extended details will also be included with your policy document pack. If we act for you on a non-commission basis, we will charge a fee to be agreed with you in advance. The fee will depend on the complexity of the transaction and time spent on market research. In the event that fees or charges are payable to a third party in connection with arranging or renewing cover, these charges will be disclosed and will be payable by you.

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 also change. You must advise us of any change and request a review of the relevant policy so that we can ensure that you are provided with up to date advice. Failure to request a review may result in you having insufficient insurance cover and/or inappropriate investments.

In all cases, regardless of the class of insurance, if agreed fees are not remitted to us, we reserve the right to take legal action to recover same.

A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us which we have agreed with insurers or product producers is available on our website, www.obf.ie.

Handling of Money

We can only accept premiums from clients in accordance with Section 25G of the Investment Intermediaries Act 1995. Payments must represent either (i) renewal of an insurance policy which has been invited or (ii) a proposal which has been accepted by an insurance undertaking. Receipts for money received will be issued in all cases.

Clawback

If we receive commission from a product provider (and off-set the commission against the fee which we would otherwise have charged you), but the commission is subsequently clawed back by the provider because of early encashment by you, or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we may charge a fee to you that is equal to 100% of the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

Rebates

Where a premium rebate is due from an insurance company or underwriter, we will issue the rebate within 5 working days of receiving the rebate confirmation from the insurer. All other premium rebates will be refunded without prior contact with you either by electronic fund transfer or rebated to your credit/debit card. The latter option only applies where you have paid the premium by credit/debit card. Refund cheques are only issued on request.

Where we do not have your bank account or credit/debit card details, we will contact you to ascertain how you wish the refund to be made.

Claims

Lloyd's Insurance Company S.A.

All claims under those classes of business where the provider is Lloyd's Insurance Company S.A., **with the exception of Medical Malpractice Insurance**, are dealt with by our appointed claims handler, Sedgwick, Merrion Hall, Sandymount, Dublin 4. In the event of a claim arising, you should notify Sedgwick directly. They will advise you of their requirements for submitting the claim and will communicate directly with you during the claims process. Sedgwick can be contacted by phone on 01-2611529, by fax on 01-2611413, by email at fnol@ie.sedgwick.com or via their website, www.sedgwick.com.

All Other Classes of Business

Claims under all other classes of business, including Medical Malpractice Insurance, should be notified directly to us. You are free to appoint a loss assessor to act on your behalf at your own cost/expense. You must notify us of the occurrence of an insured event or of a claim within a reasonable time, or otherwise in accordance with the terms of your contract of insurance. You must co-operate with the insurer in an investigation of an insured event, including responding to reasonable requests for information in an honest and reasonably careful manner. If you become aware after a claim has been made of information that would either support or prejudice the claim, you must disclose it. The insurer is under the same obligation.

If you make a false or misleading claim in any material aspect, and you know it to be false or misleading or you consciously disregard whether it is or not, the insurer is entitled to refuse to pay and to terminate the contract. The insurer must advise you that the contract is being terminated. The termination will be deemed to have taken place from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim submitted after the date of the fraudulent act and will be under no obligation to return any premium paid under the contract.

If in respect of an insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed

- 5% of the claim settlement amount where the claim settlement amount is less than €40,000 or
- 10% of the claim settlement amount where the claim settlement amount is more than €40,000

A Court of competent jurisdiction can reduce the amount payable under a claim where you have been in breach of your duties under the policy, in proportion to the scale of the breach involved.

Conflict of Interest

It is our policy to avoid any conflict of interest when providing services to our clients. Where an unavoidable conflict of interest arises, we will advise you of this before proceeding to provide any service. If you have not been advised of a conflict of interest, you are entitled to assume that none exists. A copy of our Conflict of Interest Policy is available on request.

Failure to Pay

We will exercise our legal rights to receive payments due to us from you (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. We reserve the right to issue cancellation instructions to a Product Producer in the event of any of the following:

- non-payment of a premium due within a reasonable time, or as otherwise provided under the terms of your contract of insurance, on inception, renewal or following a policy alteration
- your bank returning a cheque unpaid for any reason
- failure to meet an agreed premium payment or finance plan.

If you have a loan from Close Brothers, we will take all necessary steps to recover any monies due to us including the instigation of legal proceedings and all other rights available to us. Should there be a default on a direct debit under a Close Brothers Premium Finance Ireland loan, they will charge a fee for recovery of the missed payment. If the loan needs to be reinstated, they will also charge a fee for this.

Cancellation / 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 without penalty and without giving any reason – this is known as the Cooling Off Period (30 days in the case of Life cover). The right of withdrawal may be exercised by notice in writing to OBF, quoting your policy number. Should this right be exercised, the Insurance Company may charge a pro rata premium for the period you are on cover.

You can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by OBF Insurance Group have been paid, and provided that no incident giving rise to a claim has occurred in the current period of insurance, you will be entitled to a proportionate return of the premium for the unexpired period of insurance, unless the policy is on a minimum deposit basis, in which case no return will be allowed on the policy and this will be noted on your policy schedule. If you cancel during the first year (outside of the Cooling Off period) short-term rates apply - please see policy terms and conditions. In the case of cancellation of motor insurance, you must return the Certificate of Insurance and Windscreen Disc to OBF Insurance Group. Insurance companies normally reserve the right to cancel policies at any time by giving appropriate notice to your last known address. Please refer to your policy terms and conditions.

Sustainability Factors - Investment/Insurance-Based Investment Products/Pension Advice

When providing advice, the firm considers the adverse impact of investment decisions on sustainability. As part of our research and assessment of products, the firm will examine the Product Providers' literature to compare financial products and to make informed investment opinions concerning the environmental, social and governance qualities of investment products. The firm will at all times act in the client's best interests and keep clients informed accordingly.

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), when providing advice on insurance-based investment products or investments, we assess in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation the products proposed or advised on. This means that we assess environmental, social or governance events or conditions that, if they occurred, could have a material negative impact on the value of the investment.

We integrate these risks in our advice by reviewing the product provider literature in relation to sustainability risks. We liaise with the providers in relation to any queries in relation to the funds. This information is reviewed by the firm on an ongoing basis.

Considering Principal Adverse Impacts (PAI) on sustainability factors in the advice

When providing advice on insurance-based investment products ('IBIPs') or investment advice, we assess the PAI information published by product manufacturers. We will examine the Product Provider's literature to establish the Principal Adverse Impacts for the relevant products. The firm will then compare financial products across available providers to make informed investment decisions about the suitability of ESG products for individual clients.

Impact on Return

We also assess the likely impacts of sustainability risks on the returns of the IBIPs on which we advise. When estimating the likely impacts of sustainability risks on the returns of Pensions or Investments, we base our opinions on the information provided in the product documentation of the product manufacturer.

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

The Consumer Insurance Contracts Act 2019 imposes certain duties on you and us.

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'.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so), it can be presumed that the information previously provided remains unchanged.



INSURANCE GROUP
(INCORPORATING HEAVEY INSURANCES LTD.)

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default, you may encounter difficulty in purchasing insurance in the future.

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

Payment of Premium

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 Consumer Insurance Contracts Act 2019, in proportion to the breach involved.

Complaint Handling Arrangements

Residents of the Republic of Ireland

Any complaint should be addressed to:

OBF Insurance Group Ltd, Bridge House, Baggot Street Bridge Dublin 4, D04 X2P1, Ireland.

Tel: +353 1 660 1033 E-Mail: info@obf.ie

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being received. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being received.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being received, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland

Tel: +353 1 6 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

In addition to the above Complaints Handling Arrangement, residents of the United Kingdom whose Product Provider is Lloyd's Insurance Company S.A. may use the following Complaints Handling Arrangement (you should specify which arrangement you wish to use)

Any complaint should be addressed to:

OBF Insurance Group Ltd, Bridge House, Baggot Street Bridge Dublin 4, D04 X2P1, Ireland.

Tel: +353 1 660 1033 E-Mail: info@obf.ie

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Financial Ombudsman Service in the United Kingdom. The contact details are as follows:

Financial Ombudsman Service, Exchange Tower, London E14 9SR, United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK) / 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

Website: www.financial-ombudsman.org.uk

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

Compensation Scheme

The firm is a member of the Investor Compensation Company Ltd. (ICCL) Scheme established under the Investor Compensation Act 1998. The legislation provided for the establishment of a compensation scheme and for the payment in certain circumstances of compensation to certain clients of firms (known as eligible investors) covered by the Act. However, you should also be aware that a right to compensation would only arise where client money or investment instruments held by this firm on your behalf cannot be returned, either for the time being or for the foreseeable future, and where the client falls within the definition of “eligible investor” as contained in the Act. In the event that you are entitled to compensation under the scheme, the amount payable is the lesser of 90% of the client’s loss which is recognised as being eligible for compensation, or €20,000.

Brokers Ireland Clients’ Compensation and Membership Benefits Scheme (BIC)

We are also members of the Brokers Ireland Compensation and Membership Benefits Scheme (BIC), which provides for compensation of €250,000 in aggregate, with a limit of €100,000 per client, in addition to the Investor Compensation Scheme provisions. Full details of the compensation scheme are available on www.brokersireland.ie/about-us. A leaflet giving this information is also available from us on request.

For your added protection, we also hold Professional Indemnity insurance.

Data Protection Policy

OBF Insurance Group Ltd recognise that protecting personal information including sensitive personal information is very important and we recognise that you have an interest in how we collect, use and share such information. Our Data Protection Policy is in line with the requirements under the General Data Protection Regulations (GDPR) which became effective on 25 May 2018.

Please read the following carefully as it contains important information relating to the information that you give us or has been provided to us on your behalf. If you provide information relating to anyone other than yourself, you are responsible for obtaining their consent to the use of their data in the manner outlined below.

Full details of how we collect, use, store and protect your data can be found in our Data Privacy Notice, a copy of which is available on request or via our website, www.obf.ie.

What does OBF Insurance Group Ltd do with your personal data?

Information you provide will be used by OBF Insurance Group Ltd for the purposes of processing your application and administering your insurance policy. OBF Insurance Group Ltd may need to collect sensitive personal data relating to you (such as medical or health records) in order to process your application and/or any claim made.

All information supplied by you will be treated in confidence by OBF Insurance Group Ltd and will not be disclosed to any third parties except (a) to our agents, sub –contractors and reinsurers (b) to third parties involved in the assessment, administration or investigation of a claim (c) where your consent has been received or (d) to meet our legal or regulatory obligations.

In addition, if you hold insurance against a liability that may be incurred by you against a third party, where for whatever reason you cannot be found or you become insolvent, or the Court finds it just and equitable to do so, then your rights under the contract will be transferred to and vest it the third party even though they are not a party to the contract of insurance. The third party has a right to recover from the insurer the amount of any loss suffered by them. Where the third party reasonably believes that you as a policyholder have incurred a liability, the third party will be entitled to seek and obtain information from the insurer or from any other person who is able to provide it concerning

- the existence of the insurance contract
- who the insurer is
- the terms of the contract
- whether the insurer has informed the insured person that the insurer intends to refuse liability under the contract.

In order to provide you with products and services, this information will be held in the data systems of OBF Insurance Group Ltd. or our agents and sub-contractors. The data is held on servers with multiple layers of security.

Sometimes we, or third parties acting on our behalf, may need to transfer Personal Information outside of the European Economic Area (EEA). We will always take steps to ensure that any transfer of Personal Information outside the EEA is carefully managed to protect your privacy rights and ensure that adequate safeguards are in place. We will only transfer personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied that alternative arrangements are in place to protect your privacy rights. This might include transfers to countries that are considered to provide adequate levels of data protection for your Personal Information, including the UK and Canada, or putting contractual obligations in place with the party we are sending information to.

Any requests for information we receive from law enforcement or regulators will be carefully validated before personal information is disclosed.

We will hold data collected from you for the duration of our business relationship with you and for six years after that. This is a requirement under the Central Bank's Consumer Protection Code 2012. Your data may be used for the purposes of automated decision-making but will not be used for profiling purposes.

OBF Insurance Group Ltd. may pass your information to other companies for processing on its behalf. OBF Insurance Group Ltd. will ensure that its transfer of data is lawful and that your information is kept securely and only used for the purpose for which it was provided.

Calls to and from OBF Insurance Group Ltd. are recorded for quality assurance or verification purposes.

Your Rights under our Data Protection Policy

You have the right to :

- Access the data we hold about you
- Have the data we hold about you transferred to another person or organisation
- Have inaccurate data about you corrected
- Have information about you erased (this could affect our ability to process your business)
- Object to direct marketing from us
- Restrict the processing of your data (this could affect our ability to process your business)
- Make a complaint to us about the implementation of our data protection policy and procedures.

To access the data we hold about you, you will need to complete and submit a Data Access Request Form, available on request or via our website.

Data Breaches

In the event of a data breach which results in your personal data being compromised, we will advise the Data Protection Commissioner within 72 hours at most, unless the data was encrypted or anonymised. Where there is a high risk to your rights, as set out in the GDPR, we will also advise you of the details of the breach and the steps we have taken to rectify it and prevent its recurrence.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud as well as the non-disclosure of material information, and in addition to comply with money-laundering legislation, OBF Insurance Group Ltd. may at any time

- Share information about you with companies or organisations outside OBF Insurance Group Ltd. including, where appropriate, private investigators and public bodies including An Garda Siochana
- Check your details with fraud prevention agencies as well as databases and other sources of information including, but not limited to, the insurance industry claims database known as InsuranceLink. For information on the functioning of InsuranceLink, please visit insurancelink.ie.

V. 17 (All classes of business) June 2023

OBF Insurance Group Ltd. is regulated by the Central Bank of Ireland.