

McSharry Foley Ltd, trading as whoops.ie, whoops.ie by McSharry Foley, Whoops Insurance and McSharry Foley, Stephen Street, Sligo (registered office) is regulated by the Central Bank of Ireland, is registered in Ireland under company no. 80519 and is a member of Brokers Ireland

Telephone: (071) 9142499 / (01) 9125977 / (0818) 946677 (0818 WHOOPS)

Email: info@whoops.ie / info@mcsharryfoley.ie

Website: www.whoops.ie / www.mcsharryfoley.ie

These Terms of Business set out the basis on which we will provide insurance services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both us and you in relation to such services. By proceeding with your quotation or policy you agree to the terms set out in this Terms of Business document. By accepting these Terms of Business you acknowledge that you have read and understand them; and that you have read and understand the information contained within your chosen quotation and/or policy and which is/are also contractually binding on you.

Authorised Status, Statutory Codes McSharry Foley Ltd is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018. We are subject to and must comply with the Central Bank of Ireland's Consumer Protection Code 2012, Minimum Competency Code and Fitness and Probity Code, which codes offer protection to consumers and all the codes are available to review on www.centralbank.ie. We are also registered with the Competition & Consumer Protection Commission as a Credit Intermediary for Premium Credit Limited to arrange the provision of credit.

Investor Compensation We are a member of the Investor Compensation Company DAC (ICCL) scheme established under the Investor Compensation Act (see below for details).

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 DAC (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 DAC at (01) 244 4485

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

We are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). 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 firm. Further details are available on request.

Services Provided We are authorised to advise you in relation to a wide range of Non-life Insurance products. We research the products on your behalf with the Product Producers (Insurers/Insurance Providers) with whom we hold appointments. We will identify and select suitable products on a fair and personal analysis basis (this means providing services on the basis of a sufficiently large number of contracts and product producers available in the market, who deal with insurance intermediaries, to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your need(s) and on receipt of your instructions we will transmit orders on your behalf to one or more Product Producer(s) as chosen by you. We will also assist you with existing policies, in processing amendments and cancellations and in seeking renewal terms. The following products are offered on a limited analysis basis (this means providing services based on a limited number of contracts and product producers available in the market): Legal Assistance, Marine Insurance and Breakdown Assistance, which we also offer and which is an unregulated product. A list of the Product Producers with whom we hold an appointment is available on request. We can also arrange finance for the payment of your insurance premium by way of a Credit Agreement between you and Premium Credit Ltd.

Remuneration and Administration Fees As an Insurance Intermediary we are remunerated by commission from Insurers/Insurance Providers for the work and administration involved in placing an order and finalising the product with them on your behalf. We also charge a professional administration fee (our Administration fee) on all New Business, Renewals, Policy Amendments and Policy Cancellation transactions and for Advice without placement of policy (as set out in our Administration fees table). We also reserve the right to amend our Administration fee should the complexity of the product requires a higher fee and this will be agreed with you in advance. Some Insurers/Insurance Providers may also pay additional commission and other types of remuneration, including an economic benefit of any kind offered or given with the insurance contract, that is not related to placement of individual policies. Where a Credit Agreement is put in place between you and Premium Credit Ltd we may earn commission of up to 5% of the premium amount financed.

Pursuant to regulation 68 in the Consumer Protection Code, 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.

Our Administration fees are applied on the below scales	
Personal Insurance	Administration fee
New Business / Renewal set up*	Up to €200
Policy Amendment / Cancellation	Up to €200
Duplicate documentation / Letter of Named Experience	Up to €200
Commercial / Business	Administration fee
New Business / Renewal set up*	Up to 50% of premium subject to a minimum of €100
Policy Amendment / Cancellation	Up to 30% of premium subject to a minimum of €100
Duplicate documentation / Letter of Named Experience	Up to €50
Advice without placement of policy hourly rates	
Director / Manager	Up to €500 per hour
Other Staff	Up to €200 per hour
*The New Business / Renewal set up fee is non-refundable	

Your failure to Pay or other Default We reserve the right to instigate cancellation of your policy in the event of your failure to pay or other default, including the following: 1. Your non-payment of the premium due at inception, renewal or following a mid-term alteration; 2. Your non return of necessary documentation, including completed direct debit Insurer mandate / credit agreement within the required timeframe; 3. Your non-payment of an amount due under your Credit Agreement with Premium Credit Ltd or direct debit agreement with your Insurer; 4. Non-disclosure of relevant information or the provision of incorrect or inaccurate information; 5. Insurer/Insurance Provider imposed cancellation. Insurers & Product Producers may

withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your product terms and conditions. Should there be a default by you of your Insurer direct debit payment or of your finance payment with Premium Credit Ltd we may apply a charge of up to €50 for recovery of the defaulted payment from you. In the event that you request that your premium finance agreement be reinstated following your default we may apply a charge of up to €50 for reinstating the Credit Agreement with Premium Credit Ltd. Where your premium finance agreement terminates for default, you remain liable to Premium Credit Ltd or McSharry Foley Ltd, whichever applies, either for any shortfall arising between the amount of the return premium from the cancellation of your policy and the full default amount under your Premium Finance agreement or for the full default amount under your Premium Finance agreement as the case may be.

We reserve the right to take such steps as may be necessary to recover any monies due by you, including the instigation of legal proceedings and all other rights available to us.

Payment Default charges are applied on the below scales of charges	
	Default Charge
Direct Debit / Premium Finance Default	Up to €50
Premium Finance agreement reinstatement	Up to €50

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, which may result in you having insufficient insurance cover and/or inappropriate products. We would therefore advise that you contact us to ensure that you are provided with up-to-date advice and products best suited to your needs.

Quotations All quotations are valid for the day the quotation is offered and are issued subject to acceptance by the Insurer/Insurance Provider. A full copy of their policy wording, terms and conditions is available upon request. Quotations through our website(s) are provided based on certain Assumptions as agreed by you. Cover does not come into force until it has been confirmed to you by us. You must check all details in the Assumptions, your Quotation(s) and on any proposal form or statement of facts and pay particular attention to any declaration you must sign. It is important that you read all documents issued to you and ensure that you are aware of the cover, limits, suspensive conditions, and other terms that apply.

Disclosure of Information

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

You are required to answer all questions posed by us or the Insurer honestly and with reasonable care – the test will be that of the ‘average consumer’.

Before renewal of the insurance contract 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.

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/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 the 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 about whether or not something needs to be disclosed, the safest course of action is to disclose it. Please ask us if you have any questions.

Premium Handling & Money Laundering We will accept payment by Electronic Fund Transfer (EFT), cash, cheque and credit/debit card in respect of all classes of insurance. We are not authorised to accept negotiable instruments in any other circumstances. Premiums are due on or before the renewal/effective date or before any policy changes which result in an additional premium or fee. It is your responsibility to ensure that your payment has reached us and that your policy has been inception / renewed / amended. If we do not receive your payment on or before your renewal/effective date, your policy will lapse and no cover will be in place. We will not charge or refund customers where there is an outstanding balance amounting to €1 or less. Where payment is by credit / debit card, any subsequent refund due may only be refunded to the card used to make the payment. We reserve the right to request any facts

about you which we reasonably believe we need to know to comply with our legal or other money laundering requirements.

Data Protection We are subject to the requirements of the General Data Protection Regulation 2018 (GDPR) and the Data Protection Act 2018. We are committed to protecting and respecting your privacy. Your data will be processed only in ways compatible with the purposes for which it was collected from or was given by you and as outlined in our data Privacy Notice given to all our clients at the time of data collection. By proceeding with your Quotation(s) or policy you agree to the terms of our Privacy Notice. We will ensure that this Privacy Notice is easily accessible. Please refer to our website(s) www.whoops.ie / www.mcsharryfoley.ie and if this medium is not suitable we will ensure that you can easily receive a hard copy by post or by email. Please contact us if you have any concerns about your personal data. Email: dataprotection@whoops.ie. All inbound and outbound telephone calls are recorded for regulatory, quality, training and verification purposes.

Conflict of Interests 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 and the firm will take all steps within its control to appropriately manage the conflict and minimise the impact of the conflict on the client. The firm's Manager is responsible for managing potential conflicts of interest. A full copy of our conflicts of interest policy is available on request. Email: manager@whoops.ie.

Complaints Procedure This firm has a written procedure in place for the effective consideration and handling of complaints. Complaints should be addressed to the Manager, McSharry Foley Ltd, Stephen Street, Sligo F91 F99F or sent by email. Complaints will be recorded and acknowledged in writing within 5 working days. All complaints will be fully investigated and the outcome of the investigation will be communicated to the complainant. We will provide a complainant with regular updates at intervals of not greater than 20 days and will attempt to resolve a complaint within 40 business days. If your complaint is still not resolved to your satisfaction, and as a final step, you may refer your complaint to the Financial Services & Pension Ombudsman's Bureau, Lincoln House, Lincoln Place, Dublin 2. Tel: 01 567 7000 Email: info@fspo.ie. A copy of our complaints procedure is available on our website(s) www.whoops.ie / www.mcsharryfoley.ie and on request. Email: manager@whoops.ie.

New Business & 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 days after the date you were informed the contract is on cover.

If you have taken out a general insurance contract, and we have met face to face during the process, you may cancel the contract by giving notice in writing to the Insurer 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. The Insurer cannot impose any costs on you other than the cost of the premium for the period of cover. You are under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

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

Post-Contract Stage and Claims

If, in respect of the 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.

An Insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the Insurer has not agreed to cover.

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

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

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

If you become aware after a claim is made of information that would either support or prejudice the

claim, you are under a duty to disclose it. (The Insurer is under the same duty).

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

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

Governing Law These Terms of Business are subject to the laws of Ireland and the Courts of Ireland have exclusive jurisdiction over any dispute.

Terms of Business dated 19th March 2026 We may amend, modify or update these Terms of Business from time to time at any time without prior notice, and the amended version will be published on our website(s) and you will be provided with an up to date copy on next placing a new policy or renewing your policy with us.