

**McSharry Foley Ltd trading as whoops.ie, Whoops Insurance and/or McSharry Foley**  
**Terms of Business and Schedule of Administration Fees & Charges 31<sup>st</sup> March 2020**

McSharry Foley Ltd, trading as whoops.ie, Whoops Insurance and/or 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: (0818) 946677 (0818 WHOOPS) / (071) 9142499**  
**Email: info@whoops.ie / info@mcsharryfoley.ie**  
**Website(s): 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, Brokers Ireland** We are a member of the Investor Compensation Company Ltd (ICCL) scheme established under the Investor Compensation Act, 1998 (as amended) (the "Act"). A right to compensation will only arise where money or investment instruments held by us on your behalf cannot be returned either for the time being or the foreseeable future and where you fall within the definition of eligible investor as contained in the Act. Should a right to compensation be established, the amount payable is the lesser of, 90% of your loss recognised as being eligible for compensation, or €20,000. We are also a member 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 Investor Compensation Scheme has failed to adequately compensate any client of the member. 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 needs) 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 on 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): Breakdown Assistance, Legal Assistance and Marine Insurance. 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 require 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.

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.

<b>Our Administration fees are applied on the below scales</b>	
<b>Personal Insurance</b>	<b>Administration fee</b>
New Business / Renewal set up*	Up to €100
Policy Amendment / Cancellation	Up to €100
Duplicate documentation / Letter of Named Experience	Up to €25
<b>Commercial / Business Insurance</b>	<b>Administration fee</b>
New Business / Renewal set up*	Up to 50% of premium subject to a minimum of €65
Policy Amendment / Cancellation	Up to 30% of premium subject to a minimum of €40
Duplicate documentation / Letter of Named Experience	Up to €25
<b>Advice without placement of policy hourly rates</b>	
Director / Manager	Up to €200 per hour
Other Staff	Up to €75 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 €25 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 €40 for reinstating the Credit Agreement with the Premium Credit Ltd. Where your premium finance agreement terminates for default you remain liable to the Premium Credit Ltd or McSharry Foley Ltd, whichever applies, for any shortfall arising between the amount of the return premium from the cancellation of your policy and the default amount under your Premium Finance agreement.

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

<b>Payment Default charges are applied on the below scales of charges</b>	
	<b>Default Charge</b>
Direct Debit / Premium Finance Default	Up to €25
Premium Finance agreement reinstatement	Up to €40

**Cancellation** You, the customer can cancel your policy by notice in writing at any time. It may be that a rebate of premium is due to you, but this is not always the case. For example, the policy may be subject to a minimum and deposit premium or short period rates may apply during the first period of insurance or if a claim is notified or in other circumstances as advised to you. A motor policy can only be cancelled from the date the Certificate of Insurance and Disc for the vehicle is returned. Insurers/Insurance Providers normally reserve the right to cancel a policy at any time by sending written notification to your last known address. For full details you should refer to the policy document. In the event of cancellation of a policy we will, on request, send you any documentation or provide you with any information to which you have an entitlement. Please note that in the event of cancellation (outside the cooling off period for consumers of 14 days from the policy start date) the New Business / Renewal set up fee remains non-refundable and our Policy Cancellation fee may also apply (as set out in our Administration fees table above). The Policy Cancellation fee may be deducted from any rebate due to you prior to it being issued to you.

**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 McSharry Foley Limited t/a whoops.ie, Whoops Insurance, and/or McSharry Foley 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 the firm before the policy can be cancelled. Please note that the New Business / Renewal set up fee is non-refundable (as set out in our Administration fees table above) if you choose to withdraw from the policy within the cooling off period.

**Quotations / Disclosure of Information** 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. Please note that full disclosure of all material facts must be made before taking out a policy and at renewal and throughout the life of a policy. You must inform us of any changes in circumstances which may affect the services we provide and the cover provided by the Insurer/Insurance Provider. If you are in doubt of what constitutes a material fact please ask us. Failure to disclose all relevant information, or misrepresenting any fact which may influence the decision to accept the risk or the terms offered could result in your policy being cancelled, claims not being paid, difficulty in getting insurance elsewhere and in the case of property insurance failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property. 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, warranties, conditions and other terms that apply.

**Premium Handling & Money Laundering** We will accept payment by cash, cheque and credit/debit card in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995 (as amended). We are not authorised to accept negotiable instruments in any other circumstances. Premiums are due on or before the inception / renewal date or before any policy changes which result in an additional fee. It is your responsibility to ensure that your payment has reached us and that your policy has been inceptioned / renewed / amended. If we do not receive your payment on or before your renewal 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 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, this will be 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](http://www.whoops.ie) and [www.mcsharryfoley.ie](http://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 at [dataprotection@mcsharryfoley.ie](mailto:dataprotection@mcsharryfoley.ie) if you have any concerns about your personal data. All inbound and outbound telephone calls are recorded for regulatory, quality, training and verification purposes.

**Conflict of Interests** It is our policy to avoid any conflict of interest when providing business services to clients. However, where an unavoidable conflict arises, we will advise you of it before proceeding with such services.

**Complaints Procedure** This firm has a written procedure in place for the effective consideration and handling of complaints. Complaints should be addressed to The Managing Director, McSharry Foley Ltd, Stephen Street, Sligo. 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 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](mailto:info@fspo.ie) A copy of complaints procedure is available on request.

**Governing Law** These Terms of Business are subject to the law of Ireland and the Courts of Ireland has exclusive jurisdiction over any dispute.

**Terms of Business dated 31<sup>st</sup> March 2020** 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.