Terms of Business

Terms of Business – Effective from September 9, 2026

Complete Insurance Brokers Limited trading as Complete Insurances.

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.

Authorisation with the Central Bank of Ireland

Complete Insurance Brokers Limited trading as Complete Insurances C582804 is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018. 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 0818 681 681or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

Complete Insurance Brokers Limited 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

Complete Insurance Brokers Limited is a member of Brokers Ireland.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions products. A full list of insurers, product producers and lending agencies with which we deal is available on request. The Central Bank of Ireland holds a registry of regulated firms. You may contact the Central Bank of Ireland on 1890-777777 or visit their website: www.centralbankofireland.ie to verify our business credentials.

Insurance Intermediary Services

We act as a Broker where:

(a) the principal regulated activities of the firm are provided on the basis of a fair and personal analysis of the market; and

(b) You have the option to pay for our services in full by means of a fee.

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 life assurance and/ 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.

Insurance based Investment Products

We are remunerated by commission for the advice we provide on our insurance-based investment products

Life & Pensions

We provide life assurance and pensions on a fair and personal analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

We will provide assistance to you for any queries you may have in relation to the policies or in the event of a claim during the life of the policy and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover; particularly in relation to PHI and serious illness policies.

Specifically on the subject of permanent health insurance policies we will explain to you; a) the meaning of disability as defined in the policy; b) the benefits available under the policy; c) the general exclusions that apply to the policy; and d) the reductions applied to the benefit where there are disability payments from other sources.

For a serious illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

Sustainability Factors – IBIPs/Pension Advice

In accordance with the Sustainable Finance Disclosure Regulation (“SFDR”) and the sustainability-related requirements of the Insurance Distribution Directive (“IDD”), when providing advice on insurance-based investment products (“IBIPs”), including relevant pension and investment products where applicable, Complete Insurance Brokers Limited considers relevant sustainability risks in addition to traditional financial risks, insofar as sufficient and reliable information is made available by the relevant product manufacturer or provider. A sustainability risk is an environmental, social or governance event or condition that, if it occurs, could have a material negative impact on the value or performance of an investment. We integrate sustainability risks into our advice process by reviewing product-provider literature, pre-contractual disclosures, fund documentation and relevant SFDR disclosures, including whether a product falls within Article 6, Article 8 or Article 9 of the SFDR. Where clarification is required, we may contact the relevant product provider for further information. This information and our related advice procedures are reviewed on an ongoing basis.

As part of our suitability assessment, we will establish whether you have any sustainability preferences and, where applicable, have regard to those preferences when recommending a suitable product. Our assessment will be based on the information provided by you and the sustainability information made available by the relevant product

providers. Where no suitable product is identified that meets your stated preferences, we will explain this to you and record any decision by you to amend those preferences.

When providing advice on IBIPs, we consider Principal Adverse Impacts ("PAIs") on sustainability factors where relevant information is made available by product providers. We will review the available provider literature and may, where appropriate, take this information into account when considering the suitability of products for an individual client. We rely on the information supplied by product manufacturers and do not independently verify or calculate PAI information.

Where information regarding the likely impact of sustainability risks on investment returns is made available by the product provider, we will have regard to that information as part of our advice process. The nature and extent of any impact may vary between products and may not always be capable of being identified or quantified in advance. Our approach will be kept under review and may be updated as further product and regulatory information becomes available.

Statement of Charges

We may earn our remuneration on the basis of fee, commission and any other type of remuneration, including a non-monetary benefit or on the basis of a combination of these methods. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients.

You may choose to pay in full for our services by means of a fee. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 2 hrs.

Sustainability Factors- IBIPs/Pension Advice

We take due care so that our internal remuneration policy with respect to investment or insurance advice on insurance-based investment products ('IBIPs') promotes sound and effective risk management in relation to sustainability risks and does not encourage excessive risk-taking with respect to sustainability risks.

Pursuant to Regulation 68 of 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 have agreed with product providers is available in our office or on our website – www.completeinsurances.ie

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below. In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

If we receive commission from a product provider, this may be offset against the fee which we will charge you. Where the commission is greater than the fee due, the commission may become the amount payable to the firm unless an arrangement to the contrary is made.

Life, Pensions (including PRSA's):

You may elect to deal with us on a fee basis. Our standard hourly rates for life assurance, pension and investment business are €150 per hour for Principals/Directors and €100 per hour for Senior Advisers. For PRSA advice, fees range from €150 to €200 per hour. Additional fees may apply where a case is complex, urgent or requires specialist skills, with such fees generally ranging from €150 to €200 per hour. We will disclose and agree all fees with you in advance. Where commission is received from a Product Provider, it will be offset against the agreed fee.

Ongoing Remuneration

We may receive ongoing remuneration from Product Providers in respect of the financial services provided to you. This remuneration is typically calculated by reference to the annual premiums paid for insurance products or the value of investments held for pension and investment products. It is intended to support the ongoing service we provide, which may include periodic reviews, updates on product performance or relevant changes, assistance with queries and continued access to our advice

Insurance Based Investment Products

We will return to customers or offset against fees to be paid by the customer, any fees, commissions or non-monetary benefits paid or provided by any third party or person acting on behalf of a third party in relation to the services provided to that customer as soon as reasonably possible after receipt.

Ongoing Suitability

Insurance based Investment Products

We will provide periodic assessments of the suitability of the insurance-based investment product which we have recommended to you.

Regular Reviews

Where we provide an ongoing service in respect of a pension or investment product, we will generally contact you at least annually to offer a review. Reviews may take place more frequently where appropriate, having regard to your circumstances and the nature of the product. You should inform us of any material changes to your financial circumstances, objectives, attitude to risk or sustainability preferences, as failure to do so may result in your existing arrangements no longer being suitable, which could result in insufficient insurance cover and/or inappropriate investments

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'1.

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.

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 Statement 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

1 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. consumer. You should review and confirm that the answers contained within are true and accurate.

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 and the firm will take all steps within its control to appropriately manage the conflict and minimise the impact of the conflict on the consumer. Jeremiah Cronin is responsible for managing potential conflicts of interest. A full copy of our conflicts of interest policy is available on request.

Default on payments by clients

We may 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

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firms established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint in writing within 5 working days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 working 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 (FSPO). A full copy of our complaint's procedure is available on the firm's website: www.completeinsurances.ie and on request.

Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Complete Insurance Brokers Limited. is committed to protecting and respecting your privacy.

We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice, this will be given to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily accessible. Please refer to our website: www.completeinsurances.ie. If this medium is not suitable, we will ensure you can easily receive a copy by hard copy, or telephonic environment. (pre-recorded). Broker to update.

Please contact us at gdpr@completeinsurances.ie if you have any concerns about your personal data.

The following sections only apply to consumer duties and rights arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers.

New Business & Renewal

If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 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.

This right to cancel does not apply where, in respect of life insurance the contract is for a duration of six months or less

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

An insurer may refuse a claim where there has been a change in the insured risk, including a change described in an “alteration of risk” clause, and the circumstances have changed to such an extent that the risk is effectively one the insurer did not agree to cover. Any reference in a contract of insurance to a “material change” will be interpreted as a change that takes the risk outside what was reasonably contemplated by both you and the insurer when the contract was concluded. You must cooperate with the insurer in investigating an insured event, respond to reasonable requests for information honestly and with reasonable care, and notify the insurer of the insured event and any resulting claim within a reasonable time or within the timeframe specified in the contract. Where, after a claim has been made, you become aware of information that supports or prejudices the claim, you must disclose it, and the insurer is subject to the same duty. If you make a claim that is false or misleading in any material respect and you know it to be false or misleading, or consciously disregard whether it is false or misleading, the insurer may refuse the claim and terminate the contract. Where the insurer becomes aware that a fraudulent claim has been made, it may notify you that the contract is being voided and treated as terminated from the date the fraudulent claim was submitted, refuse liability for any claim arising after that date and retain any premiums already paid.

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:

where the client is an eligible investor as defined under the Investor Compensation Act 1998, the firm is unable to return client money or investment instruments owned by or belonging to the client, and the client's loss is recognised for the purposes of the Act. Where an entitlement to compensation is established, the amount payable will be the lesser of 90% of the client's recognised loss or €20,000.

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

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. Further details are available on request.