

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.

Authorisation with the Central Bank of Ireland

Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages (C3226) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 as amended and as a Mortgage Credit Intermediary authorised under Regulation 30 of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016. Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages is part of the Sherry FitzGerald Group. Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You can verify our authorisations on the Central Bank's online registers at www.centralbank.ie.

Codes of Conduct

Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages complies with the Consumer Protection Code, Minimum Competency Code 2025 (comprising the 'Standards for Business Regulations 2025' and the 'Consumer Protection Regulations 2025', the Minimum Competency Code 2017 and the Fitness & Probity Standards and Handbook of Prudential Requirements for Investment Intermediaries These Codes can be accessed on the Central Bank's website www.centralbank.ie

Description of Services

Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages is a member of Brokers Ireland & AIMA.

Mortgage Insight DAC t/a Sherry Fitzgerald Financial Services, Sherry FitzGerald Mortgages offer advice in relation to all aspects of mortgage finance, life assurance products (Term Cover, Serious Illness) and General Insurance, Pensions and Investments. Recommendations given by Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages are based on our understanding of the market today, factors influencing our recommendations may change over time and Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages cannot be responsible for keeping clients informed of any future changes. It is important to note we transmit orders on client's behalf to any of the insurance undertakings or product producers from whom the Company hold letters of appointment. A list of all such entities is contained elsewhere in these Terms of Business.

We aim to inform you effectively by providing clear, accurate and timely information in plain English and highlighting key points. With your permission, we may deliver certain disclosures and confirmations electronically (including by email or SMS). Please tell us if you need information in an alternative format or via a different channel.

Fair & Personal Analysis

The concept of fair and personal analysis describes the extent of the choice of products and providers offered by a firm within a particular category of life assurance, general insurance, mortgages and/or a specialist area. The number of contracts and providers considered must be sufficiently large to enable a recommendation based on adequate market review. In determining this, we consider:

- needs of the customer
- number of providers in the market
- relevant product options available
- availability of information
- quality of provider service
- cost and any other relevant considerations

For mortgage finance and assurance products, we conduct a comprehensive analysis of the market, considering a wide array of contracts and product producers to ensure our recommendations align with professional standards and meet our clients' needs. For non-life services, we provide limited analysis, we assess a small selection of products and providers available to us, rather than all providers in the market. Please note, we are not responsible for the underwriting criteria or policies of the lending institutions or insurance companies with whom we have agency agreements, as these are determined solely by those entities.

Additionally, approval in principle or loan offers are subject to change at the discretion of the lender, and we cannot be held liable for any amendments or withdrawals of such offers by lenders or insurers.

If you are being recommended/provided with a Serious Illness product, please pay attention to all policy documentation issued to you, the restrictions, conditions, and general exclusions that are attached to the policy.

Sustainability Factors

In compliance with the Sustainable Finance Disclosure Regulation (SFDR), we advise that when recommending insurance-based investment products or investments, we consider both relevant financial and, where available, sustainability risks related to the proposed products. This involves evaluating environmental, social, and governance (ESG) factors that could negatively affect investment value. We incorporate such risks into our advice by carefully reviewing provider materials on sustainability and engaging with providers to clarify any related queries. Our review of this information is ongoing. Furthermore, we examine the Principal Adverse Impacts (PAI) data disclosed by product manufacturers to determine the potential negative effects associated with each product. This enables us to compare ESG products across providers and make informed recommendations regarding their suitability. We also evaluate, based on manufacturer disclosures, how sustainability risks may influence investment returns.

Remuneration Policy

Life Assurance

Mortgage Insight DAC t/a Sherry Fitzgerald Financial Services, Sherry FitzGerald Mortgages is remunerated by commission from product producers. When assessing products, we will consider the different approach taken by providers in terms of them integrating sustainability risks in their product offerings. This will form part of our analysis for choosing a product provider. We take due care so that our internal remuneration policy with respect to investment advice promotes sound and effective risk management in relation to sustainability risks and does not encourage excessive risk-taking with respect to sustainability risks.

Mortgage Business

Mortgage Insight DAC t/a Sherry Fitzgerald Financial Services, Sherry FitzGerald Mortgages is in receipt of mortgage commissions from lenders at a rate of up to 1% of the value of the amount borrowed, details will be included in your Mortgage Statement of Suitability document. A list of lenders whom Mortgage Insight DAC t/a Sherry Fitzgerald Financial Services, Sherry FitzGerald Mortgages hold agencies with is listed in this document.

General Insurance

Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages is paid for the service we provide to clients by means of a remuneration agreement.

Ongoing Remuneration

We receive ongoing remuneration from Product Providers in respect of the financial service provided to you. This remuneration is based on a percentage of the value of your investment or annual premiums and is intended to cover the ongoing service that we provide to you in relation to this product.

Clawback

We do not charge clients any fee if commission is clawed back by a product provider, no clawback fee will ever be applied.

A summary of the details of all arrangements for any fee, commission or other remuneration paid or provided to us by product producers is available on our website in line with the disclosure requirements under the Consumer Protection Code 2025

Fees and Charges

Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages charges a once off application fee of €195 which is non-refundable for a mortgage application. Clients of Mortgage Insight DAC t/a Sherry FitzGerald Financial Services.

Financial Review

Where Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages does not receive commission, a service fee may apply. Fees are calculated on an hourly rate (typically €200–€350 per hour) depending on the complexity of the clients circumstances, the time involved and the nature of the work undertaken.

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 cover and/or inappropriate investments. 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.

Customers in vulnerable circumstances

If you are experiencing circumstances that may make it harder to engage with financial services (for example due to health, a significant life event, communication or digital challenges), please let us know. We will offer reasonable support tailored to your needs, which may include adapting how we communicate with you, providing extra time to make decisions, and taking steps to help protect you from financial abuse, harm or scams. We treat such information confidentially and only use it to support you.

Duty of Disclosure when completing documentation for new business

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from the 1st September 2021 alters consumers duty of disclosure:

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’. 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, considering social, cultural, and linguistic factors. Specific questions will be asked. Where you do not provide

additional information (after being requested to do) it can be presumed that the information previously provided remains unchanged.

An insurer may repudiate liability or limit the amount paid on foot of the contract of insurance, only if it establishes that non-disclosure of material information was an effective cause of the insurer entering into the relevant contract of insurance and on the terms on which it did.

Where a consumer is in breach of their duties under the Consumer Insurance Contracts Act 2019, a court of competent jurisdiction may reduce the pay-out in proportion to the breach.

Completed proposal forms

After you complete the initial proposal form, we will submit it on your behalf and then send you a copy of the completed document. Please review this transcript carefully to confirm that all the information provided is accurate and correct, as it forms the basis of your insurance contract.

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.

Conflict of interest

It is the policy of Mortgage Insight DAC t/a Sherry Fitzgerald Financial Services, Sherry FitzGerald Mortgages to avoid a conflict of interest when providing services to clients. Where an unavoidable conflict arises, we will advise you of this in writing before providing any business services. If you have not been made aware of any such conflict you may assume that none arises.

Default Remedies

Mortgage Insight DAC t/a Sherry Fitzgerald Financial Services, Sherry FitzGerald Mortgages actions in the event of default by the client are:

Product providers are entitled to withdraw benefit or cover on default of any payments due under any products arranged for your benefit. It is therefore critical to the guaranteed continuance of your insurance that your premium is paid in full. Some insurers may include as a term of the insurance a settlement due date or in some cases a warranty under the terms of which the premium must be paid to them by a certain date. We inform our clients of such requirements and the relevant date in good time to allow the payment terms to be met. Failure to comply with the terms of the warranty may mean that the insurers obligation under the policy will be terminated. Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages cannot take responsibility for default payments.

An outline of the action and remedies which the relevant product producers may take in the event of default by a client is included in the product producer's policy document.

Our firm will exercise its legal rights to obtain any payments due to it from our clients.

Complaints Procedure

Mortgage Insight DAC t/a Sherry Fitzgerald Financial Services, Sherry FitzGerald Mortgages has in place a written procedure for the handling of complaints. This procedure ensures that all complaints are recorded and acknowledged within 5 business days. All complaints are fully investigated, and the complainant updated at intervals of not greater than 20 business days. We will attempt to investigate and resolve a complaint within 40 business days.

Please see our full complaints procedure on our website: www.sherryfitz.ie/complaints for details on how to make a complaint.

If you remain dissatisfied, you may refer your complaint to the Financial Services and Pensions Ombudsman (FSPO) (www.fspo.ie). We will provide you with the FSPO's contact details and a written explanation of your rights at the point of our final response (or at 40 business days if still unresolved).

Data Protection

Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 1988-2018. Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages 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.

Your data will be processed only in ways compatible with the purpose 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.sherryfitz.ie/privacynotice. If this medium is not suitable, we will ensure you can easily receive a copy by hard copy.

If you decide not to proceed with a product or service, we will retain the related records for 12 months to assist with any follow-up queries, unless you ask us to delete them sooner or a longer period is required by law.

Consumer Insurance Act Responsibilities

The Consumer Insurance Contracts Act 2019 was introduced to enhance the protection of consumers in insurance matters. As a result, specific responsibilities and rights outlined under this Act apply solely to consumer clients. Please note that these provisions do not extend to non-consumer commercial clients, who are not subject to the duties or entitled to the rights described in the following sections.

New Business & Renewal

A consumer may cancel a contract of insurance, by giving notice in writing to the insurer within 14 working days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover. (This does not affect notice periods already in place, i.e. 30 days in respect of life policies and 14 days in respect of general insurance policies under respective pieces of legislation).

The consumer is 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 the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

Post-Contract Stage & 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
- 10% of the claim settlement amount where the claim settlement amount is more than €40,000

An insurer may refuse a claim made by the consumer 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.

The consumer 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 in reasonable time.

The consumer must notify the insurer of a claim within reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. (The insurer is under the same duty).

If the consumer makes a false or misleading claim in any material respect (and knows it to be false or misleading or consciously disregards 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.

Distance Marketing Information

Information about your Distance Contract under the European Communities (Distance Marketing of Consumer Financial Services) Regulation 2004 (the 'Regulations').

Your right to cancel

The Regulations give consumers the right to withdraw from financial services contracts entered through distance selling. If specified conditions are fulfilled the client has the right to cancel the contract within the cancellation period. This terminates the contract from the notice of termination being given. The cancellation period begins on the date of the conclusion of the contract and ends 14 days from that date. For life assurance contracts the cancellation period runs from the date the client is informed that the contract has been concluded and is 30 days instead of 14. For mortgages a client does not have the right to cancel the contract once funds have drawn down for a housing loan, but clients may repay a house loan early.

Mortgage Insight DAC t/a Sherry FitzGerald Financial Services, Sherry FitzGerald Mortgages will accept a cancellation notice from a client by post, or email which will be forwarded as soon as possible to the relevant provider.

Where a client cancels a life assurance contract, the provider will refund any sum paid by the client as soon as possible provided the cancellation request was received within 30 of the conclusions of the contract.

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 cannot 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 info@iccl.ie.

Credit Policy

We regret that credit cannot be extended to clients in respect of premiums, initial, renewal or additional. Initial or first premiums must be paid at inception of cover and renewal premiums before the policy renewal date otherwise the Company will advise the insurance undertaking or product producer involved and cover will be cancelled.

Name of Product Provider	Nature of the Products
Permanent TSB plc Haven Mortgages Limited Dilosk DAC Finance Ireland Credit Solutions DAC The Governor and Company of the Bank of Ireland Bankinter S.A. Seniors Money Mortgages (Ireland) DAC MoCo Nua Money Limited	Mortgage Finance
New Ireland Assurance Company Irish Life Zurich Life Royal London Aviva Cantor FitzGerald ITC	Life Assurance/Pension/Investment
Allianz Zurich	Non-Life Insurance