



Terms of Business (Life & Pension business only)

Clear Insurance Ireland Ltd. T/A Clear Insurance Ireland

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

Clear Insurance Ireland Ltd. T/A Clear Insurance Ireland is regulated by the Central Bank of Ireland as an Insurance Intermediary and is registered under the European Union (Insurance Distribution) Regulations 2018. In addition, Clear Insurance Ireland is authorised as a Credit Intermediary under the Consumer Credit Act, 1995 (as amended).

Clear Insurance Ireland Ltd is part of the Clear Group.

Clear Insurance Ireland is a member of Brokers Ireland (BI).

Codes of Conduct

The Company is subject to the Central Bank of Ireland's Fitness & Probity Standards, Consumer Protection Code and Minimum Competency Code. These Codes are available for inspection on the Central Bank of Ireland's web site (www.centralbank.ie).

Our Services

Clear Insurance Ireland Ltd. provides advice on a fair and personal analysis basis, which means we review a wide range of products available in the market, and place business, in relation to all classes of life insurance business with product producers with whom we hold an agency. Life insurance policies include term assurance, mortgage protection, income protection, critical illness cover, pensions (including PRSA's), savings and investments. A list of these product producers is available on request.

Periodic Assessment of Investment Products

We do not conduct a periodic assessment of the suitability of insurance-based investment products on an ongoing basis unless instigated at your request. However, 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. You must advise us of those changes and request a review of the relevant policy or investment so that we can ensure that you are provided with up to date advice and products best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.



Remuneration Policy

Clear Insurance Ireland Ltd. is generally remunerated by a combination of commission and fees. We are generally remunerated by insurance undertakings and product producers on a commission basis the level of which is determined by the class of business being undertaken. A summary of commissions will be included where appropriate, in a product information document in relation to insurance products and a list of these commissions is also available on our website (www.clearinsuranceireland.com)

Where advice is provided without the placement of a contract, fees are charged per hour at €350 for Directors and €125 for Consultants. In determining the rate and any additional charges, factors such as specialist skill, complexity, value, risk and urgency are taken into account.

All fees are shown clearly on all invoices or correspondence issued to you and are non-refundable in the event of policy cancellation.

Receipts:

Clear Insurance Ireland will issue a receipt for all payments received in accordance with the Central Bank of Ireland's Consumer Protection Code. These receipts are issued for our clients protection and should be held safely by the client.

Handling Clients Money:

Clear Insurance Ireland accepts payments by cash, cheque and major credit cards in respect of all classes of insurance contracts.

Clear Insurance Ireland cannot accept cash or negotiable Instruments in any other circumstances.

Legal Rights/Default Policy:

Clear Insurance Ireland will if necessary, exercise its legal rights to receive any payment due to it from clients for business services provided by it and to be reimbursed for any value obtained by the firm on behalf of clients who subsequently default in any payment due to the firm.

Insurers or lenders may withdraw benefits, cover, loan facilities, or impose penalties in the event of 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.

Conflict of Interest:

It is the policy of Clear Insurance Ireland to avoid Conflict of Interest when providing services to clients. Where an unavoidable conflict arises then, we will advise you of this in writing before providing any business service. If you have not been advised of any such conflict then, you may assume that none arises. A full copy of our conflicts of interest policy is available on request.

Data Protection:



Clear Insurance Ireland complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Clear Insurance Ireland 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, which can be seen on our website www.clearinsuranceireland.com

We will ensure that this Privacy Notice is easily accessible. If this medium is not suitable to you, we will ensure that you receive a soft copy via email or a hard copy on request.

Please contact us at ireland@thecleargroup.com if you have any concerns about your personal data.

Documentation:

Clear Insurance Ireland will issue all relevant Insurers documents to its clients. These should be read to ensure that they are in accordance with the insurance requirements.

It is also of vital importance that these documents be retained in a safe place as these documents are the basis of the contract between the Insured and the Insurer.

For the full details of the cover terms and conditions please refer to the policy documents.

Written appointment from Product Producers

Clear Insurance Ireland hold letters of appointment from all the main Insurers.

Complaints Procedures:

In the event of a complaint, please contact or address correspondence to The Managing Director, Clear Insurance Ireland, Building 5200, Cork Airport Business Park, Cork T12FDN3

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). Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Tel: (01) 567 7000 ,Email: info@fsp.ie Website: www.fspo.ie A full copy of our complaint's procedure is available on the firm's website and on request.

We will maintain an up to date record of all complaints including all relevant correspondence, records and any action taken.

CONSUMER INSURANCE CONTRACTS ACT 2019

These Terms of Business are effective 16th February 2026.



The Consumer Insurance Contracts Act 2019 was implemented to protect 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.

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

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.

Cancellation of a Contract of Insurance

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies and only on sales that took place on a non-face to face basis (distance sales).

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, or in respect of general insurance, the duration of the contract is less than one month.

Post-Contract Stage and Claims

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 both you and the insurer when the contract was concluded.

These Terms of Business are effective 16th February 2026.



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 in 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 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 may notify the consumer advising that they are voiding the contract of insurance, and 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.

SUSTAINABLE FINANCE DISCLOSURE REGULATION (SFDR)

Investment Funds Advice

Sustainable investing is the process of incorporating environmental, social and governance factors into investment decisions. Sustainability is a broad term with many branches. The key legislative background is derived from the EU Taxonomy regulation, the Sustainable Finance Disclosure Regulation (SFDR) and the Insurance Distribution Directive (IDD)

The key product providers with which we engage have developed responsible investment as part of their investment philosophies and sustainability policies. These providers are obliged to specify certain classifications of funds identifying whether or not they meet sustainability characteristics. Some funds have very clear sustainability characteristics, with potential Principle Adverse Impacts also identified. However, some funds may not meet the sustainable investing standards for various practical and technical reasons.

We will engage with you to identify your risk attitude towards sustainable investing. We aim to provide you with investments to match your sustainable investment preferences. In some instances, we may not be able to identify funds to meet these preferences and we will explain alternative options.

Sustainability Remuneration Policies

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.

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:

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 Ltd. at (01) 224 4955. **Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC)**

As a member of Brokers Ireland (BI), Clear Insurance Ireland is also a member of the BI Clients' Compensation and Membership Benefits Scheme (BIC). Subject to the rules of the scheme, the liabilities of member firms up to a maximum of €100,000 per client (€250,000 in the aggregate) may be discharged by the Fund on its behalf of a member, if the member is unable to do so, where the above detailed ICCL (established by law) has failed to adequately compensate any client of the member.

Professional Indemnity Insurance

Clear Insurance Ireland holds professional Indemnity Insurance up to a limit of €5,000,000 any on claim.



Limitation of Liability:

Clear Insurance Ireland does not in any way whatsoever accept any responsibility or liability to you as a corporate client, business or as a consumer under any circumstances for any:

(a) special, indirect or consequential loss or damage or any loss of profit, income, anticipated savings, production or accruals; or

(b) loss following declinature of a claim, or reduction of any claim indemnity payment or avoidance of your policy by an insurer which results from your:

- failure to provide complete and/or accurate information which we or your insurer have requested from you in quoting for any risk we place on your behalf; or
- breach of any terms, conditions or warranties within your policy of insurance; or
- failure to comply with any of the claims conditions in your policy of insurance.

Sub-clauses ii) and iii) above do not apply where such breach or failure was caused as a direct result of a breach of duty in the provision of our professional services.

Unless otherwise agreed in writing, our total aggregate liability to you in respect of any one claim or series of related claims shall not exceed €5,000,000 (Five Million Euros).

Our liability to you shall also be limited the extent of our responsibility for any loss, taking into account the responsibility of other parties, including you and any sub-broker or placing broker. You agree that our liability shall not be increased by your inability to recover from such other person or party, or your decision not to recover from any other person or party. We will only accept liability for wrongdoings which are due to breach of contract, negligence, breach of professional duty or breach of trust. We do not accept liability for losses which: are contributed to by your own negligence; or which are not a reasonably foreseeable consequence of our actions.

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for any fraud, fraudulent misrepresentation or breach of any regulatory obligation.

CALL RECORDING

Clear Insurance Ireland records all telephone calls for monitoring, verification, and quality purposes.



Terms of Business

Attached are the Company’s Terms of Business, which outline the basis on which we provide Services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further service to you.

Consent to contact

Here at Clear Insurance Ireland we take your data Protection seriously and will only use your data as discussed with you in our privacy statement.

However, from time to time we may wish to contact you in relation to other non-life products, updating you on offers, services that we provide that we feel may be of interest to you.

Agreed methods of contact

Email

Phone

SMS

Post

Please do not contact me

Customer Signature.....

Date

* Even if you do subscribe consent to contact now you can always unsubscribe at any time.