

Ben McArdle Ltd

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

Ben McArdle Ltd is regulated by the Central Bank of Ireland under the European Communities (Insurance Mediation) Regulations 2005. You may contact the Central Bank of Ireland on 1890 777 777 or on their website at www.centralbank.ie.

Code of Conduct

Ben McArdle Ltd is subject to the Consumer Protection Code, Minimum Competency Code and Fitness and Probity Standards which offer protection to consumers. These codes can be found on the Central Bank of Ireland website www.centralbank.ie. We would ask you to read carefully the policy terms, covers, warranties, exclusions and conditions as laid out in your policy document and/or your cover note. Please also read the policy document issued by Insurers. All insurances are effected on the express condition that pending receipt of premium from the Insured, Ben McArdle Ltd and /or Insurers reserve the right to cancel the policy notwithstanding delivery of the policy or receipt to the Insured.

All renewals should be paid before renewal date. We are not permitted to pay premium to Insurers that are not paid to us. We keep client money separate by paying it into a designated 'Client Premium Account'.

All instances likely to give rise to a claim must be notified immediately in writing and acknowledgement received. Any delay in notifying any claim or occurrence may prejudice your rights under the policy.

We are obliged to point out that you have a duty to provide to Insurers all information which is material to the risk being insured, whether unfavourable or otherwise to you, at the time of placement. Material facts would include any information that could influence a decision by an Insurer on whether to accept a risk and calculate premium and terms. If such information is not disclosed by you, your Insurer has the right to void your insurance from its commencement. If this right is exercised any claims under your policy will not be met. This responsibility applies throughout the whole period that you are insured.

We will seek to avoid conflicts of interest but where this is unavoidable we will explain the position fully, obtain a written acknowledgement from you of your awareness to the conflict of interest and your willingness to proceed and manage the situation in such a way as to avoid prejudice to any party. Ben McArdle Ltd shall issue a receipt for each payment received, pursuant to Section 30 of the Investment Intermediaries Act, 1995. These are issued with your protection in mind and should be stored safely.

Our General Insurance Services

The range of services provided by Ben McArdle Ltd comprises proposing or undertaking preparatory work for entering into general insurance contracts. We act as a Broker on the principle that regulated activities of the firm are provided on the basis of a fair analysis on the market. The number of contracts & providers considered is sufficiently large to enable us recommend a product that is adequate to meet a client's needs. A list of Product Providers is available on request.

We provide assistance for any queries you may have in relation to the policies or in the event of a claim we will explain to you the various features, restrictions, conditions and exclusions attached to your policy. It is your responsibility to read the policy documents, literature and brochures to ensure you understand the nature of the policy cover.

Our Life Assurance, Investments & Pensions Services

The range of services provided by Ben McArdle Ltd comprises advice depending on your circumstances on life insurance, pensions and protection cover. We may also give investment advice only in relation to investment instruments available from those product producers from whom an appointment is held.

Ben McArdle Ltd acts as a Broker which means that the principle regulated activities of the firm are provided on the basis of a fair analysis on the market. The number of contracts and providers considered is sufficiently large to enable us recommend a product that is adequate to meet a client's needs. A list of Product Providers is available on request.

Commission & Fees

Ben McArdle Ltd is paid a commission on general insurance, life insurance, pension and investment business placed with each product provider. This payment is taken into account in the quotation provided to you. In the case of life & pensions products, summary information is contained in the product information document. Before completion of your application it is important that you receive, read and understand this information. Full details will be included in the cooling-off letter issued by the product provider.

Where we receive recurring commission, this forms part of the remuneration for the initial advice provided. We reserve the right to charge additional fees and may offset commission received against the fee which we will charge you. In the event that commission is not payable on a policy this will be agreed in writing with the client. In this circumstance an hourly fee will be applicable.

Schedule of Fees	
Advisory Service Fees	Up to €350 per hour
Personal Lines	New Business Fee Up to €100
	Renewals Fee Up to €100
	Mid-Term Alterations & Cancellations € 20
	Mid-Term Duplicate Documentation € 20
Commercial Lines (% of premium)	
	New Business Fee up to 30%
	Renewals Fee up to 30%
	Mid-Term Alterations & Cancellations up to 20%
	Mid-Term Duplicate Documentation up to 20%
Credit Card Fee 2%	Finance Premium Fee 1%

Complaints

Ben McArdle Ltd complies with the Complaint Handling procedures as laid out by the Consumer Protection Code. In the event that you have complaints you may contact Stephen Carolan at Ben McArdle Ltd, 1 Blackthorn Close, Stillorgan Industrial Park, Sandyford, Co Dublin or on (01) 639 6031 or at stephen@benmcardle.ie.

All complaints are recorded and acknowledged to the complainant within 5 working days. Regular written updates will be provided within every 20 working days. If the complaint has not been resolved within 40 business days, you have the right to refer the matter to the Financial Services Ombudsman's Bureau Lo-call: 1890882090 E-mail: enquiries@financialombudsman.ie 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 Web: www.financialombudsman.ie. A full copy of our complaints procedure is available on request.

Regular Review

It is in your best interests that the products which we have arranged for you are reviewed on a regular basis. As your circumstances change, your needs will change. Please advise us of those changes and request a review of the relevant policy so that we can ensure that you are provided with up to date advice and products best suited to your needs.

Investor Compensation Scheme

We are members of the Investor Compensation Scheme under the Investor Compensation Act, 1998 which provides for the establishment of a compensation scheme and the payment of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act. Where an entitlement to compensation is established, the compensation payable will be the lower of 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998, and €20,000. For further information, contact the Investor Compensation Company Ltd. at (01) 2244955.

Data Protection

The information which you provide to us, with any other related information, will be held by Ben McArdle Ltd, and/or its agents and used to administer your insurance arrangements.

Where you elect to communicate with us via e-mail there is no certainty of the completeness, accuracy or receipt of a message or data file. Corruption of data during transmission or missing data me attachments may not be immediately obvious to the recipient and consequently Ben McArdle Ltd accepts no liability howsoever occasioned for any losses caused by non-receipt or corruption of data, information or instructions sent via email to or from Ben McArdle Ltd.

Ben McArdle Ltd complies with the requirements of the Data Protection Acts, 1988 and 2003. The data which you provide to us will be held on a computer database and/or paper files for the purpose of arranging transactions on your behalf. The data will be processed only in ways compatible with the purposes for which it was given.

We would like to keep you informed of insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement, which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call. If you do not wish to avail of these services, please tick here

Client Acknowledgement.

I acknowledge that I have been provided with a copy of the Terms of Business of Ben McArdle Ltd and confirm that I have read and understand them.

Signed: _____

Date: _____