Kirwan Pike
Insurance & Financial Services
incorporating Mentone Insurances Limited

TERMS OF BUSINESS

Version 13.0 Effective from 6th October 2026

Kirwan Pike Insurance and Financial Services DAC, 8 Marine Road, Dun Laoghaire, County Dublin

We endeavour to offer a prompt and personal service whose primary aim is to advise clients in relation to all classes of insurance required by them. These terms of business set out the basis on which Kirwan Pike Insurance and Financial Services DAC will provide services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both Kirwan Pike Insurance and Financial Services DAC and you in relation to such services. By proceeding with your insurance policy through Kirwan Pike Insurance and Financial Services DAC you agree to the Terms of Business set out herein. Please ensure you read this document carefully and contact us if you have any queries.

Authorisation with the Central Bank of Ireland

Kirwan Pike Insurance and Financial Services DAC, 8 Marine Road, Dun Laoghaire, County Dublin (Central Bank authorisation number is 1284) 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 and under the Consumer Credit Act, 1995. 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 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials

Codes of Conduct

Kirwan Pike Insurance and Financial Services DAC 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

Kirwan Pike Insurance and Financial Services DAC 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/general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Insurance Intermediary Services

We are remunerated by commission for our investment intermediary services.
A list of all product providers & products can be seen on our website
Life & Pensions/Deposits & Life Wrapped Investments
We provide life assurance and pensions advice on a limited analysis basis, i.e. providing services on the basis of a limited number of contracts within the market. We provide advice for the product provider which can be seen at https://kirwanpike.ie/list-of-appointments/
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.

Non-Life

We can provide advice on and arrange products from the following range: household, motor, commercial, public liability, employer liability, and travel insurance.
We provide general insurance advice on a limited analysis basis, i.e. providing services on the basis of a limited number of contracts within the market. We provide advice for the product provider which can be seen at https://kirwanpike.ie/list-of-appointments/
In some cases we may be granted authority from an insurance undertaking to conduct tasks on their behalf, for which we will be remunerated. Where we place your business with this insurance undertaking under this authority you will be notified in advance of the placement.

We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.
To ensure continuity of cover, where you have an existing policy which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewal and when we receive your instruction. You have the right not to avail of this service.

Statement of Charges & Commissions

We may earn our remuneration on the basis of fee & commission. 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 1 hour.
Pursuant to provision 4.58A of the Central Bank of Ireland's September 2019 Addendum to 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 https://kirwanpike.ie/fees-charges/

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 & Investments

You may elect to deal with us on a fee basis. Our hourly rates are as follows
Principals / Directors €200 per hour
Senior Advisers €150 per hour
Support staff €75 per hour
Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency, our scale of fees for such cases range from a minimum of €75 per hour to a maximum of €200 per hour. We will notify you in advance and agree the scale of fees to be charged.
Personal Retirement Savings Accounts (PRSAs) – Fees
Where advice is requested for PRSAs, the following hourly fees will apply:
Advisor fees: €200 per hour.
Support staff: €150 per hour.
Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will notify you in advance of providing you with these services. Our scale of fees for such cases range from a minimum of €75 per hour to a maximum of €200 per hour. If we receive commission from a product provider, this will be offset against the fee which we will charge you. Where the commission is greater than the fee due, the commission will become the amount payable to the intermediary unless an arrangement to the contrary is made.

Sustainable Finance Disclosures Regulation

When providing advice Kirwan Pike Insurance & Financial Services does not currently consider the adverse impacts of investment decisions on sustainability. Choosing investments and pension funds that offer financial returns while also considering their long-term Environmental, Social, and Governance (ESG).The firm will review this approach at least annually – see https://kirwanpike.ie/sustainable-finance-disclosure-regulation/

General Insurance

We may be remunerated by commission from insurers on completion of business. Details of the commission arrangements are available on our website. Where an override commission is received, this will be disclosed to you in general terms.
Brokerage fee: up to 50% of the annual premium
Cancellation or Mid Term Alteration fee: minimum brokerage fee of €30.
Claims handling: Depending on case.
We will inform you of the amount of fee to be charged. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

We may on occasions source products through a Wholesale Broker. The Wholesale Broker may charge a fee for this service which will be reflected in the price of the product.

There is no VAT charge on any insurance transaction however stamp duty and/or Government levies may apply.

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 insurance 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.

Completed proposal forms/statement of fact

Completed proposal forms or Statements 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 consumer. You should review and confirm that the answers contained within are true and accurate.

Consumer Insurance Contracts Act 2019 (CICA)

The following sections apply to consumer duties and rights arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers. Non-Consumer Commercial clients have no duties and rights under this Act, and therefore the following sections do not apply to them.

Definition of Consumer for the purposes of CICA

The definition of "consumer", in relation to a financial service, means—

(a) (i) a natural person, not acting in the course of business,

(ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or

(iii) an incorporated body that—

a. had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and

b. is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million, that—

i. is a customer of a financial service provider,

ii. is a person or body to whom a financial service provider has offered to provide a financial service, or

iii. has sought the provision of a financial service,

(b) a consumer who was, in relation to a credit agreement, a customer of the financial service provider in a case where a credit servicing firm undertakes credit servicing in respect of the credit agreement concerned,

(c) an actual or potential beneficiary of a financial service, or

(d) an employee or a former employee entitled to benefit from an income continuance plan.

You will find references to CICA throughout our Terms of Business and we advise that you read this document.

A revised definition of a Consumer applies with effect from 24th March 2026 as Consumer Protection Code 2025

(a) a natural person,

(b) a group of natural persons, including a partnership, club, charity, trust or other unincorporated body, or

(c) an incorporated body, that is not –

(i) an incorporated body that had an annual turnover in excess of €5 million in the previous financial year, or

(ii) an incorporated body that is a member of a group of companies having a combined turnover greater than €5 million;

Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 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, taking into account social, cultural and linguistic factors.

Specific questions will be asked. Where you do not provide additional information (after being requested to do so) 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.

Commercial Customers: Non-Consumer Disclosure of Information

CICA does not apply to non-consumers. It is, therefore, essential that you bring to our attention any material alteration in risk details such as use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

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.

A full copy of our conflicts of interest policy is available on request.

Receipts

Kirwan Pike Insurance and Financial Services DAC shall issue a receipt for each non negotiable or negotiable instrument or payment received pursuant to Section 30 of the "Investment Intermediaries Act 1995 (as amended)" in respect of Investments products , and we shall also issue a receipt in respect of all payments received into our client premium account as required by the Central Bank of Ireland Consumer Protection Code in respect of Insurance policies. These are issued with your protection in mind and should be stored safely

Handling Clients Money

Kirwan Pike Insurance and Financial Services DAC may accept payments in cash, cheques, credit or debit cards, bank transfer and bank/post office drafts in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995. We are not authorised to accept cash or negotiable instruments in any other circumstances. Payment in all cases other than cash is deemed to apply when the funds are cleared and paid by the relevant financial institution

Default on payments by clients

We will 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

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. We will acknowledge your complaint in writing within 5 business 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 business 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 complaints procedure is available on request.
All complaints should be directed in writing to Stephen Pike, Complaints Officer, Kirwan Pike Insurance and Financial Services DAC, 8 Marine Road, Dun Laoghaire, County Dublin

Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Kirwan Pike Insurance and Financial Services DAC 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. Please refer to our website https://kirwanpike.ie/privacy-statement/, if this medium is not suitable we will ensure you can easily receive a copy by hard copy Please contact us at hello@kirwanpike.ie if you have any concerns about your personal data.

Language/Governing Law

All communications in respect of our services will be in English. Our Terms of Business is governed by and construed in all respects according to the laws of Ireland

Quotations

All new business quotations are valid until 17:00 the day they are issued & renewal quotes are valid until the policy renewal date. All quotations and cover are subject to acceptance by the product providers concerned. A full copy of the product providers' policy wording, terms and conditions is available upon request. You are under a duty to answer all questions posed by the insurer honestly and with reasonable care. Failure to do so may affect a successful claim being made against the policy and may result in the insurer voiding the contract of insurance. Errors and omissions excluded.

End of Year Adjustments

Insurers may require an end of year declaration to verify the salaries and turnover declared when the policy was first arranged or renewed.
If the actual salaries or turnover for the period are higher than originally declared, an additional premium (known as an end of year adjustment) will be calculated and added to the total premium payable. This adjustment will become contractually due and payable to the insurer at that time.
The renewal premium will also be recalculated using the updated salaries, turnover and any other information provided for the forthcoming policy period.
It is therefore essential that all information provided when arranging the policy, renewing the policy and completing any declarations is true, accurate and complete.

New Business & Renewal

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 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 assurance 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. You are under a duty to pay your premium by the renewal date, 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.

Automatic renewal opt out process

If you policy is arranged on an automatic renewal basis, this means that your policy will be automatically renewed on your renewal date and payment will be taken from your bank account shortly after. You have the right to opt out of the automatic renewal of your policy at any stage. If you do not wish for this policy to automatically renew, please inform us before your renewal date. If you choose to opt out of the automatic renewal of your policy, you can still choose to renew the policy by instructing us on or before your renewal date. You can continue to pay by direct debit, but you may have to complete a new direct debit mandate. If you opt out of the automatic renewal and do not instruct us to renew the policy, the policy will automatically lapse from your renewal date and all cover will cease.

You should keep your insurance arrangements under review as there may be other alternatives in the market that could provide savings for you for similar cover. The Competition and Consumer Protection Commission's website provides guidance on what to look out for when getting insurance quotes:
https://www.ccpc.ie/consumers/money/insurance/getting-insurance-quotes/

Post-Contract Stage and 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, or
10% of the claim settlement amount where the claim settlement amount is more than €40,000.
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 contracting parties when the contract was concluded.
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.

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

When providing advise Kirwan Pike Insurance & Financial Services does not currently consider the adverse impacts of investment decisions on sustainability. The firm will review this approach at least annually.

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)
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.