

**CENTRAL BANK  
OF IRELAND**

PO Box No 559  
Dame St. Dublin 2

**BANC CEANNAIS  
NA hÉIREANN**

Telephone 353-1-671 6666  
Telex 31041. Fax 353-1-671 6561

## **INVESTMENT INTERMEDIARIES ACT, 1995**

### **Statement of Authorised Status**

CHRISTY MCGEE INSURANCES LTD is authorised as a Restricted Activity Investment Product Intermediary, under the Investment Intermediaries Act, 1995 (as amended).

CHRISTY MCGEE INSURANCES LTD is authorised to:

receive orders in investment instruments and transmit those orders to product producers from whom a written letter of appointment is held, and

give investment advice in relation to investment instruments available from those product producers from whom a written letter of appointment is held.

CHRISTY MCGEE INSURANCES LTD may accept cash or cheques/bank drafts from clients payable to the firm only where:

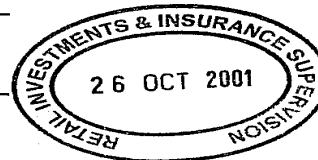
- (i) an insurance undertaking has invited renewal of a policy of insurance, or
- (ii) a proposal for insurance has been accepted by an insurance undertaking.

In all other circumstances cheques/bank drafts or other payment instruments must be made payable to the product producer.

**For and on behalf of the Central Bank of Ireland:**

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_



**3 Crowe Street**

**Dundalk**

**Co Louth**

**A91 DP40**

**Tel: 042 9339337**

**Tel: 042 9330707**

[Email: info@christymcgee.com](mailto:info@christymcgee.com)

[dave@christymcgee.com](mailto:dave@christymcgee.com)

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[christy@christymcgee.com](mailto:christy@christymcgee.com)

[www.christymcgee.com](http://www.christymcgee.com)

Christy McGee Insurances Ltd. is regulated by the Central Bank of Ireland.

These Terms of Business set out the basis on which Christy McGee Insurances Ltd., will provide business services to you as an individual private client of the firm. Please take a few minutes to read through these and if you have any questions, I will be happy to answer them. The full name & address of the firm and contact details are set out on the front of this document.

Christy McGee Insurances Ltd, is regulated by the Central Bank of Ireland and a copy of the firm's statement of authority's status from the Central Bank is evident at Appendix1. A list of the product producers from whom the firm holds written letter of appointments is attached towards the end of this document. (You should ask for a copy of these items if they are not attached) in relation to products provided by the product producers listed herein, the services which the firm is authorized to provide are: Advising you as to which product is suitable for your needs, receiving and transmitting orders on your behalf for products. The products for which Christy McGee Insurances Ltd., has appointments to act in relation to are all life assurance products and these include life assurance policies, specified serious illness and other protection type policies, pension policies, savings and investment life assurance policies personal retirement savings accounts, deposit accounts.

Christy McGee Insurances Ltd. 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](http://www.centralbank.ie)

Christy McGee Insurances Ltd may receive commission and other payments from the product producer to whom orders are transmitted. Summary details of these payments will be included in a product information document, which you are legally entitled to receive before an application for product is completed, and full details will be included with your cooling off letter. In certain circumstances we may charge a fee (max €1,000) for the services provided. If we do this, we will provide you with a written estimate of this in advance of providing any business service.

It is our policy to avoid any conflicts of interest when providing a service to our clients. Where an unavoidable conflict of interest arises, Christy McGee Insurances Ltd. will make the customer immediately aware of the situation.

However, it is the stated aim of Christy McGee Insurances Ltd. not to engage in any conflict of interest. At all-time Christy McGee Insurances Ltd. endeavors to act to the best advantage of its customers in recommending the most suitable solution to each individual need.

### **Mortgages**

We may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance. This commission is paid by the mortgage lender.

Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. You have the right to pay a fee separately and not include it in the loan. Typically, this situation arises in relation to specialist lending. If this is your preferred arrangement, fees will be agreed in advance.

If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through our firm, we will charge you an arrangement fee which will be notified and agreed in advance for our services.

## **Life**

You may elect to deal with us on a fee basis.

Advice or Fees: € 175 – €450 per hour

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency.

## **Personal Retirement Savings Accounts (PRSAs) – Fees**

Where advice is requested for PRSAs, the following hourly fees will apply:

Advice or fees: € 175- €450 per hour

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency.

We will give an estimate of this rate in advance of providing you with services. 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.

Christy McGee Insurances Ltd will if necessary, exercise its legal rights to receive any payments due to it from clients for business services provided by it and, to be reimbursed for any value obtained by the firm for clients arising from payments by the firm on behalf of clients who subsequently default in any payment due to the firm. Product producers may withdraw benefits or cover on default of any payments due under any products terms and conditions.

Christy McGee Insurances Ltd. complies with the complaint handling procedure as laid out by the consumer protection code. The firm will establish and maintain a complaints file and all complaint records will be kept for 6 years. Where the firm receives an oral complaint, we will offer the customer the opportunity to have the complaint treated as a written complaint. The firm will acknowledge in writing each complaint within 5 business days of receipt. The acknowledgement will contain a copy of these procedures and notification that the complainant can refer the matter to the financial services ombudsman if he/she is not happy with the outcome of our investigation, or if the matter has not been resolved within 40 business days. We shall endeavor to investigate the complaint as swiftly as possible, and, where applicable, the complainant shall receive a written report on the progress of the investigation every 20 days. Within 5 business days of the conclusion of our investigation of the complaint, the firm shall include, if applicable, an explanation of the terms of any offer that the firm is prepared to make in settlement of the complaint. We will also inform the complainant of the right to refer the complaint to the financial services ombudsman or pension's ombudsman and will provide the consumer with the contact details of such ombudsman. Here it appears to the firm that the claimant is not satisfied with the outcome of our investigations and we feel we can't proceed any further, we will immediately write out to the complainant advising them of their right to refer the dispute to the financial services ombudsman. Christy McGee Insurances Ltd is a member of the Investor Compensation Scheme, which provides certain remedies to eligible clients on default by the firm the main details of the operation and conditions of the scheme are attached at Appendix 3. Your legal rights against the firm are not affected by this scheme.

Financial Services & Pensions Ombudsman

Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Tel 01 567 7000

info@fspo.ie

[www.fspo.ie](http://www.fspo.ie)

It is in your best interest 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 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, may result in you having insufficient insurance cover and/or inappropriate investments.

Christy McGee Insurances Ltd. Complies with the requirements of the Data Protection Acts, 1998 and 2003.

The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. The data will be processed only in ways compatible with the purpose for which it was given.

Christy McGee Insurances Ltd. complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018

Christy McGee Insurances Ltd 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 assessable. Please refer to our website [www.christymcgee.com/privacy](http://www.christymcgee.com/privacy) if this medium is not suitable, we will ensure you can easily receive a copy by asking in our office.

Please contact us at [dave@christymcgee.com](mailto:dave@christymcgee.com) if you have any concerns about your personal data.

The concept of fair analysis is derived from the Insurance Mediation Directive. It describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance 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. Please note that any failure to disclose material information may invalidate your claim and render your policy void.

### **Sustainability Factors – Investment/IBIPS/Pension Advice**

When providing advice, the firm considers the adverse impact of investment decisions on sustainability. As part of our research and assessment of products, the firm will examine the Product Providers literature to compare financial products and to make informed investment decisions about ESG products. The firm will at all times act in the client's best interests and keep clients informed accordingly. The consideration of sustainability risks can impact on the returns of financial products.

### **Remuneration policy**

We are remunerated by commission and other payments from product producers. When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider.

### **Investor Compensation Act 1998 Appendix 3**

Under Section 38(1) of the Investor Compensation Act 1998 I wish to draw your attention to the following.

- a) 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 investments firms as defined in that act.).
- b) My firm is a member of the Compensation Scheme.
- c) Compensation may be payable where money or investment instruments owned or belonging to clients and held, or in the case of investment instruments, administered or managed by my firm cannot be returned to those clients for time being and there is not reasonable foreseeable opportunity of the firm being able to do so.
- d) A right to compensation will arise only
  - i. If it transpires that my firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm.
  - ii) And to the extent that the client's loss is recognised for the purpose of the act.
- e) Where an entitlement to compensation is established, the compensation payable will be lesser of
  - i. 90% of the amount of the client's loss, which is recognised for the purpose of the Investor Compensation Act 1998
  - .ii. Or compensation up to €20,000 euro

**Appendix 2:**

Agency List:

New Ireland  
Aviva  
Friends First  
Irish Life  
Zurich Life  
Standard Life  
Royal London  
Broker Solutions  
BCP Asset Management  
Wealth Options Capital  
Wealth Options Trustees  
Cantor Fitz  
Blackbee  
New Courts Trustees  
Independent Trustee  
Company (ITC)  
PIBA Mortgage Services  
PTSB  
Davy Select  
KBC Ireland  
Broker Solutions

**Hours of Business :**

Monday 9:30am – 5:30pm

Tuesday 9:30am – 5:30pm

Wednesday 9:30am – 5:30pm

Thursday 9:30am – 5:30pm

Friday 9:30am – 4:30pm

***Version 11<sup>th</sup> February 2022***

THESE TERMS OF BUSINESS ARE VALID FROM 11<sup>th</sup> February 2022 UNTIL FURTHER NOTICE