



INTERMEDIARY SERVICES TERMS OF BUSINESS

Effective Date **June 2022**

DEFINITIONS

Business Day means any day on which banks are open for business in the City of Dublin except Saturdays and Sundays.

Cantor, Cantor Fitzgerald, the Firm, we, us or our means Cantor Fitzgerald Ireland Ltd.

CBI means the Central Bank of Ireland, the Financial Regulator in Ireland with responsibility for prudential regulation and supervision of regulated financial service providers in the Irish market.

CPC means the CBI's Consumer Protection Code 2012 (revised 2015) which offers protection to consumers and this code can be found on the CBI's website www.centralbank.ie.

EIIS means the Employment and Investment Incentive Scheme.

Effective Date means the date from which this Terms of Business is effective as noted on the front page of this Terms of Business Booklet.

IBIP means an Insurance-based Investment Product.

IDR Regulations means the European Union (Insurance Distribution) Regulations 2018.

Insurance Intermediary Services means the services the Firm is registered to provide by the CBI under the IDR Regulations.

ISE means the Irish Stock Exchange.

Fitness and Probity Standards means the Fitness and Probity Standards (Code issued under Section 50 of the Central Bank Reform Act 2010) published in 2014.

MiFID Regulations means the European Union (Markets in Financial Instruments) Regulations 2017.

Minimum Competency Code means the Minimum Competency Code 2017.

LSE means the London Stock Exchange.

Terms means this Terms of Business.

PRSA means a Personal Retirement Savings Account.

UCITS means Undertakings for the Collective Investment in Transferable Securities.

The use of "you" and "your" in any of these Terms includes any joint account holder(s), personal representatives, permitted assignees, novates and successors. These Terms apply to the services as selected by and provided to you as set out herein.

Intermediary Services

TERMS OF BUSINESS

This document outlines the terms of business under which Cantor Fitzgerald is willing to provide you with Intermediary Services.

Please read this document carefully and if you have any questions about anything in it, please contact us immediately for clarification or if you believe it appropriate to do so, obtain independent advice.

It is important that you read these Terms carefully and in full, as they set out the terms on which Cantor will act for you.

Regulatory status

Cantor's registered office is Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2, D02 AR55. Cantor Fitzgerald is a member firm of the ISE and the LSE.

Cantor is registered by the CBI as an Insurance Intermediary under the IDR Regulations and authorised by the CBI as an Investment Firm under the MiFID Regulations. Our CBI registration can be found here: <http://registers.centralbank.ie/FirmSearchPage.aspx>

Cantor is subject to the CPC, Fitness and Probity Standards and the Minimum Competency Code. These codes are available for inspection on the CBI's website www.centralbank.ie. Contact details for the CBI: Tel: +353 1 224 6000, Fax: + 353 1 224 5550. In addition, the CBI has the following public helpline: 0818 681 681 or + 353 (0) 1 224 5800 and may also be contacted via the following email address: enquiries@centralbank.ie or at P.O. Box 559, Dublin 1.

Cantor is part of the Cantor Fitzgerald Ireland Group.

Contact details

Cantor has business offices at the following locations:

Dublin: Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2, D02 AR55. Tel: +353 1 633 3800.

Cork: 45 South Mall, Cork. Tel: +353 21 422 2122.

Limerick: Crescent House, Hartstonge Street, Limerick. Tel: +353 61 436 500.

You may contact Cantor on any of the above numbers or through our client services team on +353 1 633 3888 (fax: +353 1 633 3856/633 3857). Alternatively, you may email any query to Cantor at ireland@cantor.com.

Please see our Privacy Notice on our website at www.cantorfitzgerald.ie for information in relation to how we collect personal information about you, how we use it

and how you can interact with us about it. Please note that this may change from time to time.

We will communicate with you in English or, if agreed by Cantor and you, in another language.

You must ensure that Cantor can communicate with you when deemed necessary by Cantor. It is your responsibility to provide Cantor with the most up to date contact information and to provide Cantor with a valid current correspondence address at all times.

The provision by you of an e-mail address for the purposes of carrying on business with us acknowledges that we may communicate with you by means of electronic communications unless you advise us otherwise.

1. Services Provided

Cantor does not hold shareholdings in any insurer and likewise no insurer has any shareholding in our Firm. This Firm does not have a 'tied' relationship with any institution that would compromise our ability to offer you broad based advice and choice.

Cantor acts honestly, fairly and professionally in accordance with the best interests of our customers.

We provide advice on insurance and non insurance based products on a non-independent fair and personal analysis basis. This means we will provide services on the basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding a contract that would be adequate to meet your needs.

We provide our services based on the product selection from the Companies we have agencies with and recommend the product that, in our professional opinion, is best suited to your own needs and objectives. On receipt of your instructions we will transmit orders on your behalf to one or more Insurers/ Product Producers with whom we hold a written appointment. We shall give advice and/or act as agent or arrange on your behalf for the purchase or sale of investments of the following types:

- o Life assurance protection policies
- o Serious illness and other protection policies
- o Pension policies and other retirement policies
- o Savings and investment life assurance policies
- o Tracker bonds
- o PRSAs

o Collective investment scheme instruments (including life assurance investment bonds, UCITS, unit trusts, investment limited partnerships, EIS)

o Guaranteed capital products

o Listed shares or stock in Irish or foreign companies which are listed on a regulated market or are highly liquid

o Treasury bills, certificates of deposit, commercial papers, loan notes, loan stock, bonds or other money market instruments (including corporate, government, public agency and municipal issues)

o Depository receipts relating to the above instruments.

o Savings and cash deposits

Please note that in the event that you wish to transact in transferable securities such as bonds or equities, or you require custodial services, you will need to open a separate account with our investment services business which will be subject to separate terms and conditions, which will be furnished to you at that time.

2. Amend or Alter Services

If Cantor intends to amend or alter the range of services it provides, it will give notice to you, if you are deemed affected, at least one month in advance of the amendment being introduced.

3. Charges, Fees and Commissions

We are remunerated by commission and other payments for the advice we provide on insurance-based and non insured products. A summary of the details of all arrangements for fees, commission, other reward or remuneration provided to Cantor which it has agreed with its product producers is available here: [Cantor-Remuneration-Policy-May-22.pdf \(cantorfitzgerald.ie\)](#)

These commissions and payments are based on agreed terms with product providers and vary from product to product. Details of the amount of the actual commissions and other payments will be included in the product information documents you will receive before a product proposal is completed by you. These commissions are paid periodically by the product producers at varying rates depending on the product. By accepting these Terms, you consent to such commission or other benefits being retained by us or, as the case may be, by our associates.

Commissions received from product producers are not offset against fees chargeable unless otherwise agreed with you in writing.

When arising you must pay our invoices promptly and without set-off, counterclaim or deduction. Cantor may share commission or payments from product producers with other third parties or receive remuneration from them

in respect of transactions carried out on your behalf. Where a third party charge is incurred, it will be passed on to you. Should you require further disclosure we will advise you of the amount of any commission or fees applying or if this is not possible the basis on which it is calculated.

In certain circumstances we may charge you a fee for the services provided. This fee may be in addition to commission payable by the product provider. If we do this we will provide you with a quote of our fees in advance of providing any business service.

Fee Description

Initial Fee €500 (plus VAT)

This will include;

- Initial meeting/consultation with the client
- Gathering information on all existing policies from life companies and the client
- Analysis of each policy with recommended actions if needed
- Generation of client report to summarise.

Hourly Fee €200 (plus VAT) (Any additional work will be agreed in advance)

- Relates to any unforeseen events and additional work required after client report and recommendation is issued.

Note: In the event that a new policy is set up and there is the alternative option of the Life Company paying a commission to Cantor, in certain cases, the fee agreed may be offset against any commission payable.

In the event of cancellation of an investment, Cantor Fitzgerald does not return any commissions and other payments paid. In the event that you terminate any contract giving rise to commission at any early stage in its operation, we may have to repay all or part of the commission to the product provider. We reserve the right to ask you to contribute to any such repayment and to the extent permitted by law you agree to indemnify Cantor Fitzgerald in this regard.

If we pay or are paid any fee or commission or provide or are provided with any non-monetary benefit in connection with the distribution of an IBIP or an ancillary service. We will ensure that it has no detrimental impact on the quality of the relevant service to the customer. Or that it breaches compliance with the Firm's duty to act honestly, fairly and professionally in accordance with the best interests of its customers.

Cantor ensures that we do not remunerate or assess the performance of our staff, in a way that conflicts with our duty to act in our customer's best interests.

4. Product Producer Rights & Default

If there is any payment due or unpaid to a product producer for any products arranged by Cantor Fitzgerald from you the product producer may withdraw benefits or cover. The product producer's rights in this regard will be set out in the product terms and conditions. In the absence of Cantor Fitzgerald's own fraud, negligence or wilful default, Cantor does not accept any liability in the event of default of any product producer.

5. Ongoing Suitability Appropriateness

When providing advice on IBIPs, Cantor will obtain the following information from you:

- (a) your knowledge and experience in the investment field relevant to the specific type of product or service;
- (b) your financial situation, including your ability to bear losses; and
- (c) your investment objectives, including your risk tolerance.

This information is to enable us to recommend to you the IBIPs that are suitable.

Where we do not obtain the information under the suitability assessment, we will not provide advice on IBIPs to you.

Prior to the conclusion for a contract concerning an IBIP, when providing advice, we will provide you with a suitability statement on a durable medium specifying the advice given and how that advice meets your preferences, objectives.

Cantor Intermediary services does not include ongoing suitability assessments unless otherwise stated in the Statement of Suitability. However, to ensure the continued suitability of the product or service you availed of we recommend that you review this with us on an annual basis.

It is in your best interests that you review products which we have arranged for you. As your circumstances change, your needs will change. You must inform us immediately of any changes which may affect the services provided by us or the cover provided by your policy 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 a review may result in you having insufficient insurance cover and/or inappropriate

investments.

Subject to certain exceptions, if no advice is given during the sale of an IBIP, we will ask you to provide information regarding your knowledge and experience in the investment field relevant to the specific type of product or service offered or demanded. This information is to enable us to assess whether the investment service or product envisaged is appropriate for the customer.

6. Liability and Indemnity

Neither Cantor nor its respective directors, employees or agents shall be liable for any loss or damage suffered by you as a direct or indirect result of the provision by Cantor of its services or the exercise of their rights hereunder, save that nothing in these Terms shall exclude or restrict liability of Cantor resulting from the negligence, fraud or wilful default or contravention of the CBI's rules and regulations or other applicable law on the part of such parties. Cantor, in any event, will not be liable for any indirect or consequential loss. Cantor will not be liable for any loss that is a loss of profit or loss or damage to business or reputation.

You undertake to indemnify Cantor, and each of its respective directors, employees and agents ("**Indemnified Persons**") on an after-tax basis against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than Cantor's corporation tax) which are caused by:

- (i) the provision by Cantor of their services;
- (ii) any breach by you of any of these Terms;
- (iii) any default or failure by you in performing your obligations to make delivery or payment when due;
- (iv) any representation or warranty given by or on your behalf being untrue or misleading in any respect;
- (vi) any defect in title or any fraud or forgery in relation to any investments delivered to Cantor by or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments;

However, nothing in these Terms shall exclude or restrict any liability which Cantor has to you under any applicable law or regulatory requirement and which cannot be excluded or restricted by agreement by reason of any applicable law or regulatory requirement, and the provisions of these Terms which purport to exclude or restrict any such liability shall not apply to the extent that such liability may not be so restricted or excluded.

Cantor shall not have any liability for any circumstance or failure to provide any service if such circumstance or failure results from any event or state of affairs beyond the reasonable control of Cantor, including, without

limitation, any failure of communication, settlement, computer or accounting systems or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action or the suspension of trading by any exchange or clearing house or failure of any securities depository or any fire, flood or other natural disaster. In any such circumstances, any of Cantor's obligations shall be suspended pending resolution of the event or state of affairs in question.

The provisions of this Clause 6 shall continue to apply notwithstanding the fact that Cantor ceases to provide services and shall be in addition to any other right of indemnity or claim of any Indemnified Person whether pursuant to these Terms or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.

7. Data Protection

Please see Cantor's Privacy Notice on our website at www.cantorfitzgerald.ie for information in relation to how we collect personal information about you, how we use it and how you can interact with us about it. Please note that this may change from time to time.

Cantor may store, use or otherwise process personal information about you which is provided by you. The purposes for which Cantor can store, use or process such personal information are providing investment and other services under these Terms, administering your account and other purposes closely related to those activities. This includes (but is not limited to) using information for the purposes of credit and anti-money laundering enquiries or assessments. In Ireland, Cantor operates and has made all the appropriate notifications in accordance with applicable data protection legislation.

Any information that Cantor holds about you is confidential to you and will only be used in connection with providing services under these Terms (as set out in more detail in Cantor's published Privacy Notice). Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Cantor will only disclose your information to third parties in the following circumstances:

- (a) if required by law or if requested by any regulatory authority or exchange having control or jurisdiction over you or us (or any associate of ours);
- (b) to investigate or to prevent fraud, market abuse or other illegal activity;
- (c) in connection with the provision of services to you by us;
- (d) for purposes closely related to the provision of the services or the administration of your account including without limitation for the purposes of credit enquiries or assessments;

(e) if it is in public interest to disclose such information; or

(f) at your request or with your consent.

The restrictions on the use of confidential information described above are subject at all times to a general proviso that Cantor may disclose your information to certain permitted third parties including members of our own groups (associates) and our advisors (including accountants and lawyers) who are subject to confidentiality codes.

Cantor will not sell, rent or trade your personal information to any third party for marketing purposes unless you give express consent.

You should note that by signing or otherwise accepting these Terms you agree that Cantor is allowed to send your information internationally including to countries outside the EEA such as the United States of America. Some countries where your information is sent will offer different levels of protection in relation to personal information, not all of which will be as high as Ireland. However, Cantor will always take steps to ensure that your information is used by third parties only in accordance with Cantor's Privacy Policy.

You are entitled to a copy of any information Cantor holds about you (for which we may charge an administration fee where permitted by law). To request such information you should direct your request in writing to Cantor at PrivacyIreland@cantor.com or to the Head of Compliance, Cantor Fitzgerald Ireland, Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2, D02 AR55. You should let us know if you think any information Cantor holds about you is inaccurate and we will correct it.

You may have other rights in relation to your personal data which apply in certain circumstances and which are described in more detail in our Privacy Notice. You may exercise any of your data protection rights by writing to us using the abovementioned contact details. We are entitled to take any reasonable steps necessary to establish your identity in relation to any amendment, access or deletion requests and may, at our discretion, require proof of identity or other documents from you before proceeding with any such request.

By agreeing to these Terms you acknowledge the processing of your information in accordance with this Clause 7.

8. Record Retention

In accordance with legal and regulatory requirements, Cantor will retain your records, for the minimum periods we have outlined in our Privacy Notice on the Cantor website. These periods may be changed by force of law, regulatory requirement or agreement between you and Cantor.

9. Receipt of Your Orders and Instructions, Telephone Recordings and Other Communications

Cantor will ensure that that all instructions received from you or on your behalf are processed properly and promptly.

Cantor will accept orders and instructions in meetings, by telephone or letter or facsimile transmission. We reserve the right to request confirmation of an instruction in writing and we may refuse to act on unclear or incomplete instructions.

Cantor does not accept from, or send instructions to, third parties, unless a valid original power of attorney has been provided by you and accepted by Cantor for this purpose. Whilst there is a power of attorney in force, Cantor will only accept investment instructions from the power of attorney. It is your obligation to notify Cantor in writing, by email or telephone, if a power of attorney has been rescinded.

All telephone conversations, including those held by mobile phone, and any electronic communications are recorded to confirm accuracy of instructions received and for legal, regulatory and training and quality control purposes. Cantor may ask you security questions to verify your identity and if you are not in a position to answer the questions Cantor may not be able to act on your instructions.

In accordance with regulatory requirements, Cantor will retain telephone records (including mobile) and any electronic communications for a period minimum of five years and, where requested by a regulator such as the CBI, for a period of up to seven years.

Cantor shall be entitled to rely on instructions, which we reasonably believe to be from you, your agent or any lawfully appointed attorney on your account (whether verbal or written) and which we have accepted in good faith without further enquiry.

10. Anti-Money Laundering Obligations

We are required by law to obtain evidence of identity, along with other information we consider necessary, for anti-money laundering, anti-terrorist financing, fraud prevention purposes and to comply with any other legal or regulatory obligations that may apply to us in respect of our clients. In this regard, you will be required to provide us with specific identification and other information as we may request throughout the duration of our business relationship with you.

Until such information is provided to Cantor, we will not be in a position to provide services to you and we reserve the right at all times and in our absolute discretion to cease the provision of services to you.

We may take whatever action we consider appropriate to meet our obligations, either in Ireland or elsewhere in the world, relating to the prevention of money laundering, terrorist financing or fraud and to the provision of financial and other services to persons who may be subject to sanctions. This action may include, but is not limited to, investigating and intercepting payments into and out of your account and making enquiries to establish whether a person is subject to sanctions. This may result in delay or failure to execute instructions received from you or in the receipt of cleared funds. You acknowledge and agree that we shall not be liable for any loss, damage or other liability suffered by you or any third party which arises as a result of taking such action.

We reserve the right to refuse to accept a lodgment to your account.

We reserve the right at all times and in our absolute discretion not to open an account.

We may require you to provide us with accurate and up to date information and documentation that we consider necessary in order to provide our services to you in accordance with our legal and regulatory obligations.

If you fail to provide us with this information and or documentation we may not be able to provide you with our services or may only be able to provide a restricted service to you. You acknowledge and agree that we shall not be liable for any loss, damage or other liability suffered by you or any third party which arises as a result of taking such action.

You must inform us immediately in the event that any of your personal details subsequently change. Any such changes must be communicated to us in writing (together with certified copies of relevant evidence validating such changes as communicated to you upon being informed of changes in your personal details).

11. Failure to Pay or Default

We reserve the right to cancel the provisions of our services in certain circumstances, for example, non-payment; bank returns your cheque due to insufficient funds or any other reason; direct debit default or misrepresentation/non-disclosure of relevant information. An administration fee may be charged to cover expenses in the event of a failure to pay or default.

We reserve the right to take legal action for the recovery of any outstanding monies due.

12. Conflicts of Interest

For full information on conflicts of interest, please refer to our Conflicts of Interest Policy Summary, which is available on the Cantor website at www.cantorfitzgerald.ie.

Amendments to Cantor's Conflicts of Interest Policy Summary will be published on the Cantor website. You acknowledge and deal with Cantor on the basis that when we are dealing for you, we, an associated company or some other person connected with us, may have an interest, relationship or arrangement that is relevant to that investment, transaction or service. We have arrangements in place to identify any conflicts of interest that may arise. Notwithstanding this, potential conflicts of interest may arise in the course of Cantor providing services to you, and in accordance with our Conflicts of Interest Policy, we will take all reasonable steps designed to prevent or manage such conflicts from adversely affecting your interests.

13. Complaints

If you have a complaint, you should notify our Head of Client Legal Affairs in the first instance, and we will deal with your complaint promptly. Please address your correspondence to the Head of Client Legal Affairs, Cantor Fitzgerald Ireland Limited, Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2, D02 AR55.

Where you make a complaint, we will endeavor to resolve your complaint as quickly as possible but in any event we will acknowledge receipt of your letter within 5 business days. The acknowledgement sent will include a full copy of our internal complaints handling procedure depending on the nature of the complaint. We will provide you with a regular update, on paper or on another durable medium, on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made. We will attempt to investigate and resolve the complaint within 40 business days of having received the complaint, however, if this timeframe elapses, we will inform you of the anticipated timeframe within which we hope to resolve the complaint and that you, if you wish, can refer the matter to the Financial Services and Pensions Ombudsman.

Within five business days of the completion of the investigation we will send you a final response letter, which sets out the nature of our response of any proposed resolution, and any appropriate remedy. If for any reason you are not satisfied with our final response, please note that you may be entitled to refer your complaint to the Financial Services and Pensions Ombudsman.

Further details relating to the Financial Services and Pensions Ombudsman, including how to make a complaint, are available at <https://www.fspo.ie/>, by telephone on Number: 01 567 7000, or by writing to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Cantor's complaints policy is available on our website, www.cantorfitzgerald.ie.

14. Investor Compensation Act, 1998

In accordance with Section 38(1) of the Investor Compensation Act, 1998 (the "Act"), Cantor is required to inform actual and intending clients, in our Terms, of the following information concerning investor compensation:

- (i) the Act 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 (includes an insurance intermediary), as defined in that Act;
- (ii) the Firm is a member of that compensation scheme;
- (iii) compensation may be payable where money or investment instruments owed or belonging to clients and held, or in the case of investment instruments, administered or managed by the Firms, cannot be returned to those clients for the time being and there is no reasonably foreseeable opportunity of the Firms being able to do so;
- (iv) a right to compensation will arise only:
 - (a) if the client is an eligible investor as defined in the Act;
 - (b) if it transpires that the Firm is not in a position to return client money or investment instruments owed or belonging to clients of the Firm; and
 - (c) to the extent that the client's loss is recognised for the purposes of the Act.
- (v) where an entitlement to compensation is established, the compensation payable will be the lesser of:
 - (a) 90% of the amount of the client's loss which is recognised for the purposes of the Act; or
 - (b) compensation up to a maximum limit of €20,000.

15. Amendment of these Terms

Cantor reserves the right to alter these Terms at any time, upon giving of no less than 10 business days' notice in advance (or such greater period if required by a relevant code). Cantor will notify you of changes to these Terms by providing you with a revised Terms as soon as possible. By agreeing to these Terms you have consented to any alteration to these Terms if Cantor does not receive notification otherwise from you in writing within the time that the changes were notified to you and their coming into effect. No amendment will affect any legal rights or obligations that may have already arisen.

16. Provision of information

Certain information will be made available to you via our website www.cantorfitzgerald.ie and by agreeing to these Terms you consent to the provision of information by means of Cantor's website.

Information contained within Cantor's website www.cantorfitzgerald.ie is provided in accordance with and subject to the laws of the Republic of Ireland. Those laws govern the conduct and operation of Cantor's website. The courts of the Republic of Ireland have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with our website, the information contained within and its use.

Cantor's website is not intended for distribution to, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. None of the services or investments referred to in these Terms are available to persons resident in any country where the provisions of such services or investments would be contrary to local law or regulation.

The information provided in Cantor's website is subject to change without notice and is continuously updated. Cantor reserves the right in its sole discretion to cancel, terminate, or suspend its website, or any information contained within, at any time and without prior notice.

Cantor's website may provide hypertext links to sites which are not operated, controlled or maintained by Cantor. We do not accept responsibility for the content of any of these websites or for any loss or damage arising either directly or indirectly as a consequence of you accessing them.

Neither Cantor will not provide information via their website that includes any confidential information or personal data relating to you.

17. Governing Law

These Terms will be governed by the laws of the Republic of Ireland and all parties will submit to the non-exclusive jurisdiction of the Courts of the Republic of Ireland.

18. Completed Proposal Forms

Completed proposal 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.

The acceptance by Cantor of a completed proposal does not in itself constitute the effecting of a policy. It is only when the Insurer confirms the policy is in place that your policy is live.

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.

An insurer may refuse a claim made by a 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 & reasonably careful manner & must notify the insurer of the occurrence of an insured event in a reasonable time. The consumer must notify the insurer of a claim within a 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 (& knows it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay & 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.

19. Defaults of payments by clients

Product producers may withdraw benefits or cover in the event of default on payments due under products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

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.

20. Handling Client's Money

Payments must be made to the appropriate Product Provider for Life, Pensions and Investment business. Where you send a cheque to Cantor for payment to the appropriate Product Provider, every effort is made to

ensure that it is transmitted to the appropriate Product Provider without delay. Please note that the cheque must be made payable to the appropriate Product Provider. We are not authorised to accept payment in any other circumstances.

We shall issue a receipt for each payment received pursuant to Section 30 Investment Intermediaries Act, 1995 and under the Consumer Protection Code 2012. These receipts are issued with your protection in mind and should be stored safely

21. Cooling Off Period

You have the right to withdraw from a protection/pension/ investment product with a life company, without reason, within 30 days of the start date of a policy, known as 'cooling off' period. This must be exercised by you in writing to the relevant life assurance company. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover.

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.

Terms of Business Acknowledgement Letter

Attached are the Company's Terms of Business, which outlines 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 services to you.

Customer(s) Signature: _____ / _____

Print Name: _____ / _____

Date: ___/___/___

Consent to Contact

Cantor take your data protection seriously and will only use your data as discussed with you in our privacy statement. However, from time to time may wish to contact you in relation to your policy(ies) / scheme(s) and services we provide.

Agreed methods of contact

- Email
- Phone
- SMS
- Post
- Please do not contact me

Customer(s) Signature: _____ / _____

Print Name: _____ / _____

Date: ___/___/___