

## TERMS OF BUSINESS

Mamcol Limited trading as Trust Matters (the “Company”) is an insurance and investment intermediary and provides the following services:

- Advising on the selection of Life insurance products best suited to its clients’ needs.
- Advising on a selection of Investment products best suited to its client’s needs.
- Receiving and transmitting orders to product providers.

### Authorised Status

Mamcol Limited trading as Trust Matters is authorised by the Central Bank as an Investment Business Firm under the Investment Intermediaries Act (1995) as amended, is registered as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 0818 681 681 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials. Copies of our regulatory authorisations are available on request. Our Central Bank number is: C146212.

### Codes of Conduct

The Company is subject to the Central Bank of Ireland’s Fitness and Probity Standards 2014, Consumer Protection Code 2025, Minimum Competency Code 2017 and the Handbook of Prudential Requirements for Investment Intermediaries 2014. These Codes are available for inspection on the Central Bank of Ireland’s web site [www.centralbank.ie](http://www.centralbank.ie)

### Services

The Company offers advice to individual and corporate client’s in relation to life assurance products (Term Cover, Serious Illness, Death In Service and Permanent Health Insurance and insurance based investment products including pensions, savings and investments), as well as Pensions and Investments available via MiFID investment firms. We transmit orders on client’s behalf to any of the product providers from whom the Company hold letters of appointment. A list of all such entities is available on request.

Our firm provides its insurance, investment and pension advice on the basis of a fair analysis of the market. “Fair analysis of the market” means that our firm provides its services on the basis of a sufficiently large number of contracts and product producers available on the market to enable our firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet our clients’ needs.

The number of providers that constitutes ‘sufficiently large’ will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be what could reasonably be expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of search.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair and personal analysis of the market, we will consider the following criteria:

- the needs of the customer,
- the size of the customer order,
- the number of providers in the market that deal with brokers,
- the market share of each of those providers,
- the number of relevant products available from each provider,
- the availability of information about the products,
- the quality of the product and service provided by the provider,
- cost, and
- any other relevant consideration.

### **Remuneration – Life Assurance**

The Company is remunerated by way of commission paid by Product Providers we have agencies with. The amount of commission receivable, by the Company, under any policy of insurance disclosed at point of sale. A summary of commission arrangements in place is available on our website at <https://www.trustmatters.ie/charges>. In cases when we receive trail commission we conduct annual suitability assessments.

### **Payment of services by fee**

Clients may pay for the professional service provided by means of a fee which will be discussed and agreed with our client in advance of the provision of services requested; fees are calculated based on the complexity or urgency of the situation. The amount of any commission otherwise receivable by the Company will not be offset against any fee payable.

The basis of our Employee Benefits & Health and Wellbeing remuneration will be outlined in our proposal. For Corporate Group Scheme business, we will discuss the available services, agree on a fee and confirm it in writing. Payment of any fee charged is due upon issuance of our invoice.

### **Sustainability Factors**

When providing advice on insurance-based investment products/Investments, 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.

### **Conflicts of Interest**

It is the policy of the company to avoid conflicts of interest when providing service to clients. When an unavoidable conflict of interest arises the client will be informed of this fact. If you have not been advised of a conflict of interest you may assume that none arises or exists. If a conflict of interest

does exist, business with that consumer may only proceed where the consumer has acknowledged the existence of the conflict in writing and has agreed to proceed. Personal gain or advantage will never be allowed to interfere with or be given higher priority than service to the client. Neither Officers or employees of the Company may accept gifts or rewards, monetary or otherwise, likely to conflict with their or the Company's duty to clients.

### **Default on payments**

Product Providers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your policy terms & conditions. We will also exercise our legal right to receive any payments due to us for business services provided in the event of a default in payment.

If we have arranged for your fee to be offset by commissions derived from a product which you subsequently cancel or cease to pay, and in consequence we are obliged to refund commissions paid to us, we reserve the right to charge you a fee to reimburse us for the amount of commission refunded.

### **Duty to disclose information**

When completing an application for an insurance policy you are required to answer all questions posed by us or the insurer honestly and with reasonable care. Failure to do so 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.

### **Telephone Recording**

We record telephone calls for quality and training purposes. You will always be told at the start of a phone call that it is being recorded.

### **Complaints**

The Company has in place a written procedure for the handling of complaints. This procedure ensures that all complaints are recorded and acknowledged within 5 business days. All complaints are fully investigated and the complainant updated in writing, at intervals not greater than 20 business days. When the complaint is not resolved within 40 business days the company will advise the complainant of the anticipated time frame within which is hoped to resolve the complaint and of the complainant's right to refer the matter to the Financial Services and Pensions Ombudsman. The Company will advise the complainant, in writing, within 5 business days of the completion of the investigation of the complaint and the outcome of the investigation and where applicable the terms of any offer or settlement.

All Complaints should be directed to Mr. Andrew O'Loughlin, CEO, Mamcol Limited. If the complainant still remains dissatisfied with the handling of and/or the response to a complaint they may refer the

matter to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Phone 01 567 7000 or email [info@fspo.ie](mailto:info@fspo.ie)

### **Investor Compensation**

This firm is a member of the investor compensation scheme established under the Investor Compensation Act, 1998 (The Act). A right to compensation will only arise where money or investment instruments held by this Company on your behalf cannot be returned either for the time being or for the foreseeable future and where the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90 per cent of your loss, which is recognised as being eligible for compensation or €20,000.

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 firms 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.

### **Data Protection**

Mamcol Limited t/a Trust Matters complies with the requirements of the General Data Protection Regulation 2016 and the Irish Data Protection Act 2018.

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 purposes for which it was given and as outlined in our Data Privacy Notice and Data Protection policy. We would also 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 and 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 would like to receive such marketing information please complete the permission statements contained in the Fact Find. Further details in relation to the personal data we collect, how we may use it and who we may share it with is set out in our Privacy Notice which is available on our website [here](#).

It is our policy to record telephone calls on our landlines.

You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR. Please contact us at [info@trustmatters.ie](mailto:info@trustmatters.ie) if you have any concerns about your personal data.

Effective Date: March 2026

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