



Bishop Street, Newcastle West, Co. Limerick | Tel: 069 61422 | Fax: 069 32509 | Email info@gib.ie | Web: www.gib.ie  
30 Upper William St., Listowel, Co. Kerry | Tel: 068 22000 | Fax: 068 57600 | Email info@gib.ie | Web: www.gib.ie

## TERMS OF BUSINESS DOCUMENT

These terms of business set out the basis on which Goggin Insurance Brokers Limited will provide business services to you as a client of the firm. They also contain details of our regulatory and statutory obligations and the respective duties of both the firm and you in relation to such services. Goggin Insurance Brokers Ltd. are members of the Irish Brokers Association and Broker Line Direct (BLD)

### Authorised Status

Goggin Insurance Brokers Limited are authorised by the Central Bank of Ireland under the Investment Intermediaries Act 1995, and is registered with the Central Bank of Ireland as an Insurance Intermediary under the Insurance Mediation Directive. Copies of our various authorisations are available on request. Goggin Insurance Brokers Ltd. is also regulated by the National Consumer Agency as a Credit Intermediary.

### Statutory Codes

Goggin Insurance Brokers Ltd. is subject to and complies with the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards as laid down by the Central Bank of Ireland.

### Services Provided

We will offer broad based advice on a fair analysis basis in relation to all classes of insurance policies. As a Credit Intermediary the firm can arrange personal loans e.g. premium finance for insurance policies.

We will identify and select a suitable product producer and on receipt of your instructions we will transmit orders on your behalf to one or more product producers (a list of which is available on request). This firm does not have 'tied' relationship with any institution that would compromise our ability to offer you independent advice and choice. We are also authorised to provide advice and arrange transactions on behalf of clients in relation to life, pension and PRSA products. A full list of insurers and product producers which we deal with is available on request.

### Remuneration and Fees

Goggin Insurance Brokers Ltd are remunerated by a professional fee for the initial work activity and time spent in seeking the best terms, advice, product and product producer for your specific needs. An administration fee is also charged for the activity involved in the renewal of the policy and also any alterations that take place during and at termination of a policy. A scale of our fees is under noted. We are usually remunerated by commission received from the product producers for the work involved in placing an order and finalising the product with them on your behalf. Details of commission arrangements are available on request (Some product producers do not pay a commission) we are also remunerated by income derived from premium financing and from interest earned on insurance monies passing through our bank accounts. Scale of Fees:

	Initial Fee	Renewal	Policy Alterations / Cancellation
Motor	Up to a max of €100	Up to a max of €100	Up to a max of €100
House	Up to a max of €100	Up to a max of €100	Up to a max of €100
Commercial	Up to a max of 20%	Up to a max of 20%	Up to a max of 20%

We reserve the right to amend these fees should the complexity of the product require a higher fee. We will confirm and agree this fee with you prior to any increased charge being applied. A fee of €20 will be charged for all duplicate documentation.

We also offer our customers an optional benefits package for motor policies which includes a claims service, breakdown recovery, and legal expenses. The cost of this service is €20

### Conflict of Interest

It is our policy to avoid any conflict of interest when providing business services to our clients. In the unlikely event that a conflict may arise we will advise you of this in writing before proceeding to provide any business service. If you have not been advised of any such conflict you are entitled to assume that none have arisen.

### Premium Handling

Goggin Insurance Brokers Ltd. will accept payments by Cash, Credit Card, Laser Card, cheque, fund transfer or by Direct Debit in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995. Goggin Insurance Brokers Ltd are not authorised to accept cash or negotiable instruments in any other circumstances.

Premiums are due on / or before renewal / inception date. Under the Central Bank of Ireland legislation very strict rules apply in the payment of premiums to Insurance companies. We will not be able to pay premiums to insurers which have not been received from clients. Therefore, to avoid policy cancellation, premiums must be paid strictly within the credit terms, if agreed, otherwise immediately prior to cover incepting.

### Cancellation / Cooling Off Period

A consumer (as defined by SI No. 853 of 2004) has the right to withdraw from an insurance policy (as defined under SI No. 853 of 2004) within 14 days of the start date of the policy without penalty and without giving any reason – this is known as the Cooling Off period.

You, the customer can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by Goggin Insurance Brokers Ltd have been paid and provided that no incident giving rise to a claim has occurred in the current period of insurance, you will be entitled to a proportionate return of the premium for the un-expired period of insurance unless the policy is on a minimum and deposit basis, and if this is the case, no return will be allowed on the policy and this will be noted on your policy schedule. If you cancel during the first year (outside of the Cooling Off period) short term rates apply, please see policy terms and conditions. In the case of cancellation of motor insurance you must return the Certificate of Insurance and Windscreen Disc to Goggin Insurance Brokers Ltd. Insurance companies normally reserve the right to cancel policies at any time by giving appropriate notice to your last known address. Please refer to your policy terms and conditions.

**Goggin Insurance Brokers Ltd. are regulated by the Central Bank of Ireland**

Directors: A.J. Goggin, A.Goggin, D.Goggin BComm, HDipCompSc, E. Conway B.Sc.,

Registered in the Company's Registration Office under company No. 328255. **TOB version 15 effective 17/01/2012**



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**Failure to pay or default**

We reserve the right to instigate cancellation proceeding in the event of the following:

- your non-payment of the premium due at inception, renewal or following a mid-term adjustment
- your bank returns your cheque due to insufficient funds or any other reason including defaults on premium finance
- non disclosure of relevant information
- Insurer imposed cancellation

Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents. When your policy ends or is cancelled, we will send you any documentation and information that you are entitled to on request.

**Complaints Procedure**

The company has a written procedure in place for the effective consideration and handling of complaints. Any complaints should be addressed in writing to the Managing Director, Goggin Insurance Brokers Ltd. Each complaint will be acknowledged by us within 5 working days of receipt, updates will be advised in intervals of not more than 20 working days ,we will endeavour to resolve the complaint within 40 business days and findings will be furnished to you within 5 working days of completion of the investigation. In the event that you are not entirely satisfied with the firms handling of and response to your complaint, contact may be made with the Irish Brokers Association, 87 Merrion Sq, Dublin 2 and ultimately you have the right to complain to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

**Investor Compensation**

Goggin Insurance Brokers Ltd are a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. The legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. However, you should be aware that a right to compensation would only arise where client 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% of the client's loss, which is recognised as being eligible for compensation, or €20,000.

**Data Protection**

Goggin Insurance Brokers Ltd is a Data Controller as defined in the Data Protection Act 1988 and 2003. We collect your personal details in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure it is only used for legitimate purposes. To fulfil these objectives we may share information with other affiliated professionals. The information and other data provided to our office may be used to advise you of products and services we may offer from time to time. We may record telephone conversations to offer you additional security, resolve complaints and improve our service standards. You have the right at any time to request a copy of any 'personal data 'within the meaning of the Data Protection Act 1988(as amended or re-enacted from time to time) that our office holds about you and to have any inaccuracies in that information corrected.)

**Duty of Disclosure**

It is your responsibility to provide complete and accurate information for Insurers when arranging an insurance policy, throughout the life of that policy and when you are renewing it. It is important that you ensure that all information provided and all statements made on proposal forms, claim forms and other documents are to your knowledge and belief complete and accurate. Failure to disclose any material information to your insurers could invalidate your insurance cover and could mean that all or part of a claim will not be paid.

It is essential that we are notified immediately of any claims or circumstances which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. The policy wordings will describe in detail the procedures and conditions in connection with making a claim. It should be noted that there is no cover for defence costs incurred without insurer's prior consent.

**Governing Law and Language**

The laws of Ireland form the basis for establishing relations between you and Goggin Insurance Brokers Ltd. All contracts, terms, conditions and communications relating to any policies you may enter with this firm will be in English. Should a material change take place to these terms of business you will be notified of the change(s) as soon as possible.

Please note you should take a copy of these terms of business, please return a signed copy.

I acknowledge and confirm that I have been provided with a copy of the Terms of Business of Goggin Insurance Brokers Ltd and that I have read through, understand and agree to these terms and authorise Goggin Insurance Brokers Ltd. to contact me in future by letter, phone, email or SMS regarding any Insurance/Financial matter.

Signed:..... Date:..... Code:.....

Signed(2<sup>nd</sup> Policy Holder)..... Date:.....

Please Sign and Return to Our Office