

**Terms of Business** These terms of business set out the terms under which McKeever & O'Callaghan Insurances Ltd. t/a O'Callaghan Insurances, ("OCI") will provide insurance and investment services to you. Please ensure that you read through this document carefully. They also contain details of our regulatory and statutory obligations and the respective duties of both OCI and you in relation to such services. Please note that by proceeding with your OCI quotation or policy you agree to the terms as laid out in this Terms of Business document. By accepting these Terms of Business you acknowledge that you have read and understand them; and you have read and understand the information contained within your chosen quotation and/or policy, which is also contractually binding on you.

McKeever & O'Callaghan Insurances Ltd. t/a O'Callaghan Insurances, , The Old Stable Building, Blackthorn Business Park, Dundalk Tel: 042 935 9000 Email: info@oci.ie Website: www.quoteme.ie, www.oci.ie, www.quoteline.ie ("our Websites") is an independent insurance intermediary and provides the following services: Advising on the selection of Non Life insurance products best suited to its clients' needs. Receiving and transmitting orders to insurance companies.

**Authorisation with the Central Bank of Ireland** OCI is authorised under Section 10 of the Investment Intermediaries Act, 1995 (as amended). As an Investment Intermediary, OCI is authorised to provide broad based investment advice and to receive and transmit orders in respect of Insurance Policies

Our firm is also registered as an insurance/reinsurance intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended) Copies of our Authorisations are available on request; alternatively the Central Bank of Ireland holds registers of regulated firms which can be viewed on their website www.centralbank.ie or call 1890 777 777.

**Statutory Codes** OCI is subject to and must comply with the Central Bank of Ireland's Consumer Protection Code 2012, Fitness and Probity Code and Minimum Competency Code. The Consumer Protection Code 2012 offers protection to consumers and all the codes are available for inspection on the Central Bank of Ireland's web site www.centralbank.ie.

**Services Provided** We are authorised to advise you in relation to a wide range of Insurance and Investment Products. We research the products on your behalf with the Product Producers (Insurers) with whom we hold appointments. We will identify and select suitable products on a fair analysis basis from the Product Producers (Insurers) and on receipt of your instructions we will transmit orders on your behalf to one or more Product Producers (Insurers), a list of which is available on request. This process applies to all classes of insurance policies with the exception of Schemes which are arranged with specific Product Producers (Insurers)

OCI is registered with the Competition & Consumer Protection Commission as a credit intermediary for Premium Credit Limited & Close Brothers Premium Finance Ireland Ltd and XS Direct Insurance Brokers Ltd. to arrange the provision of credit.

**Phone Calls Recorded** Calls to and from OCI are recorded for training and verification purposes.

**Fair Analysis** Advice to clients is based on a fair analysis of the available market. This means that we will identify and select a suitable insurance company and on receipt of your instructions we will transmit orders on your behalf to one or more insurance companies.

The following products are offered on a limited analysis basis: Travel Insurance is provided by Blue Insurance Ltd; Breakdown Assist and Legal Expenses are provided by DAS Legal Expenses Insurance Company Ltd. and Marine insurance.

**Quotations** All quotations are valid for the day the quotation is offered. All quotations and cover are issued subject to acceptance by the insurer. A full copy of the insurers' policy wording, terms and conditions is available upon request. Quotations sought through the OCI websites are provided based on certain assumptions. Payment for a quotation sought through an OCI website does not constitute evidence of cover, you will be contacted by phone following receipt of your payment to reconfirm your details and have your policy

arranged. Cover does not come into force until it has been confirmed to you by OCI. The terms of your chosen policy shall take precedence over any statement, representation, act or omission which may have been made by OCI and which conflicts with any terms of your chosen policy. You must check all details on any proposal form or statement of facts and pay particular attention to any declaration you are asked to sign. It is important that you read all documents issued to you and ensure that you are aware of the cover, limits, warranties, conditions and other terms that apply. Failure to disclose all relevant information could result in your policy being cancelled, claims not being paid and difficulty in getting insurance elsewhere.

**Remuneration and Fees:** OCI are usually remunerated by commission received from insurance companies for work involved in placing an order and finalising the product on your behalf and for the provision of advice regarding business. Details of commission arrangements are available on request. OCI is also remunerated by an administration fee charged to clients for the initial work and time spent in seeking the most suitable terms, product and insurance company for your specific needs. An administration fee is also charged for the activity involved in the renewal of the policy and any alterations that take place during and at termination of a policy. Our fees are outlined below.

<b>Non-Life Personal Insurance:</b>	<b>Fee</b>
New Business & Renewal Set up Charge	Up to €100
Policy Amendment or Cancellation Charge	Up to €50
Duplicate documentation	Up to €25

**Non-Life Commercial and/or Business Insurance:**

- New Business & Renewal Set up Charge up to 50% of premium subject to a minimum of €50
- Policy Amendment or Cancellation Charge up to 30% of premium subject to a minimum of €30
- Duplicate documentation up to €25

**Conflict of Interest** It is the policy of OCI to avoid any conflict of interest when providing business services to clients. However, where an unavoidable conflict may arise we will advise you of this in writing before providing any business service. If you have not been advised of any such conflict you may assume that none arises. OCI may be in receipt of soft and or enhanced commissions from insurers with whom we deal.

**Handling Clients' Money** OCI will accept payments by cash, cheque or by credit/debit card in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995 (as amended). OCI is not authorised to accept negotiable instruments in any other circumstances. Premiums are due on or before renewal date or inception date of the policy or before any policy changes which result in an additional charge. It is your responsibility to ensure that your payment has reached us and that your policy has been inception/renewed/ amended. If we do not receive your renewal payment on or before your renewal date, your policy will lapse and no cover will be in place. OCI will not charge or refund customers where there is an outstanding balance amounting to €1 or less. Where payment is made to OCI by credit or debit card, any subsequent refund due may be refunded to the card used to make the payment.

**Failure to pay or default** We reserve the right to instigate cancellation of a policy in the event of the following:

- non-payment of the premium due at inception, renewal or following a mid-term adjustment
- your bank returns your cheque
- non-disclosure of relevant information

Our firm will exercise its legal rights to receive any payments due to it from clients for business services provided.

Insurance companies may withdraw cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your policy/product terms and conditions. If you have a loan with a finance provider, the rebate from the product provider will be added to your loan account and then the outstanding balance or refund will be determined. OCI will take such steps as may be necessary to recover any monies due to us including the instigation of legal proceedings, the appointment of a receiver and all other rights available to us. Should there be a default of a direct debit payment OCI may charge up to €25 fee for recovery of the defaulted payment. In the event that the loan is to be reinstated following a default, a charge of up to €40 may be applied.

**Cancellation** Either party may, at any time, cancel the policy. If you wish to cancel your policy, you must send written instructions to OCI. For Private and Commercial Motor Insurance, you must return your Insurance Certificate and Disc before your policy can be cancelled. OCI may instruct your insurers to cancel your policy. If this happens, you will be issued with prior written notification to your last known address. OCI will enforce cancellation of a policy due to, but not limited to, non-payment, non-disclosure, provision of incorrect information over the phone and online or where the necessary documentation is not submitted within a required time frame. If you cancel during the first year of insurance (outside the cooling off period) short term rates apply in accordance with the terms and conditions of your insurance policy. Please note – our set up charge is non-refundable and a cancellation charge (details of which are set out above) may apply to all cancellations (outside the cooling off period). The cancellation charge may be deducted from any rebate due to you prior to being issued to you.

**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 (except in the case of travel policies whose operative period is for one month or less) without penalty and without giving any reason. This is known as the cooling off period. The right of withdrawal may be exercised by notice in writing to OCI quoting your policy number provided that no claim or adjustment has been made or is intended to be made or no incident has occurred which is likely to give rise to a claim or for travel policies. Should this right be exercised the insurance company may charge for the period you are on cover. For motor insurance the insurance certificate and disc must be received by OCI before the policy can be cancelled. Please note that the policy set up charge is non refundable if you choose to withdraw from the policy within the cooling off period.

**Disclosure of Information** Please note full disclosure of all material facts, including claims, must be made before taking out a policy and at renewal and throughout the life of a policy and therefore you must inform us of any changes in circumstances which may affect the services we provide and the cover provided by the insurance company. You are responsible for providing complete and accurate information in connection with any proposal for cover. Failure to disclose all relevant information, or misrepresenting any fact which may influence the decision to accept the risk or the terms offered could result in your policy being cancelled, claims not being paid, difficulty in getting insurance elsewhere and in the case of property insurance failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property.

**Complaints Procedure** We take complaints made against us very seriously and maintain a procedure to ensure that complaints are dealt with promptly and fairly. All complaints should be addressed to The Complaints Officer, O'Callaghan Insurances, the Old Stable Building, Blackthorn Business Park, Dundalk. OCI will acknowledge in writing each complaint received within 5 business days of the complaint being received. OCI will provide the complainant with a regular written update on the progress of the investigation of the complaint at intervals of not greater than 20 business days. OCI will attempt to investigate and resolve the complaint within 40 business days of having received the complaint. When the 40 days has elapsed, if the complaint is still not resolved, OCI will inform the complainant of the anticipated timeframe within which OCI hope to resolve the complaint. At this point OCI will inform the complainant of their right to refer the matter to the Financial Services & Pension Ombudsman's Bureau, Lincoln House, Lincoln Place, Dublin 2, Tel: 01 567 7000. Where OCI resolve the complaint, OCI will advise the complainant in

writing, within 5 business days of the completion of the investigation of the complaint, the outcome of the investigation and where applicable explain the terms of any offer or settlement being made.

**Investor Compensation** OCI is a member of the Investor Compensation Company Ltd (ICCL) scheme established under the Investor Compensation Act, 1998 (as amended) (the "Act"). A right to compensation will only arise where money or investment instruments held by us on your behalf cannot be returned either for the time being or for the foreseeable future and where you fall 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 your loss, which is recognised as being eligible for compensation, or €20,000.

**Brokers Ireland Compensation Fund** As a member of the Brokers Ireland, OCI is also a member of the BI Compensation Fund Ltd. Subject to the rules of the scheme the liabilities of its member firms up to a maximum of €100,000 per client (€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 ICCL (established by law) has failed to adequately compensate any client of the member.

**Data Protection** OCI complies with the requirements of the General Data Protection Regulation (EU) 2016/679 ("GDPR"). OCI is committed to protecting and respecting your privacy. The data will be processed only in ways compatible with the purposes for which it was given. These are outlined in the Privacy Policy which is available for review online at [www.QuoteMe.ie/media/privacy](http://www.QuoteMe.ie/media/privacy) and at [www.OCI.ie/media/privacy](http://www.OCI.ie/media/privacy).

The OCI Privacy Policy details how we collect and use your personal data. It informs you about the types of data we hold on you; the purpose(s) it is used for and your rights in relation to how it is processed. By getting a quote and/or arranging a policy through OCI you agree to the terms of the Privacy Policy.

Please note, where you make a credit application or enter into a credit agreement for the provision of credit to you, we will require you to provide your personal public service number (PPSN) for the Central Credit Register in accordance with section 5(2) of the Credit Reporting Act 2013.

You confirm that OCI is authorised to accept instructions on your policy/quotation from any person(s) whom OCI may reasonably believe are acting on your behalf.

**Written Communications** We may contact you by email or provide you with information by posting notices on our Website. You accept that communication with us may be mainly electronic. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

**Money Laundering** OCI reserves the right to request any facts about you which it reasonably believes it needs to know in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended).

Terms of Business valid from: **May 22, 2018** until further notice.

CEO: Caeva O'Callaghan, Directors: Caeva O'Callaghan, Clodagh O'Callaghan. McKeever & O'Callaghan Insurances Ltd. t/a O'Callaghan Insurances, is regulated by the Central Bank of Ireland. Registered No. 23336