

## **Terms Of Business – Effective Date: 1<sup>st</sup> February 2023**

### **Dave Doherty (Insurance Brokers) Ltd**

Registered Office 11 Stockwell Street, Drogheda, Co. Louth.

Phone: 0419831984- Email: [info@davedohertyins.com](mailto:info@davedohertyins.com)

Registered in the Company's registration under company number 86005

**Dave Doherty (Insurance Brokers) Ltd is regulated by the Central Bank of Ireland, Ref number C1636**

These terms of business set out the basis on which Dave Doherty (Insurance Brokers) Ltd 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.

**Dave Doherty (Insurance Brokers) Ltd is a member of Brokers Ireland.**

#### **Authorised Status**

**Dave Doherty (Insurance Brokers) Ltd** is authorised as an investment business firm in Ireland to provide the investment instrument insurance policies under Section 10 of the Investment Intermediaries Act, 1995, as amended. Our firm is also registered as an insurance/reinsurance intermediary under the European Communities (Insurance Distribution) Regulations, 2018. Copies of our various authorisations are available on request. Our authorisations can be verified by contacting the Central Bank of Ireland on 1890 77 77 77.

Our firm is subject to the following Codes of conduct issued by the Central Bank of Ireland. These codes offer protection to our clients and all of the Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie) Consumer Protection Code 2012, Minimum Competency Code 2011, Prudential Handbook for Investment Intermediaries, Fitness & Probity Standards.

#### **Services Provided**

Our firm provides its non-life services to our clients on a fair & personal analysis basis. "Fair & Personal analysis of the market" means that our firm provides its non-life 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 consumer's needs.

Our firm provides its life services to our clients on a limited analysis basis meaning that our firm provides life services on the basis of a limited number of contracts and product producers available in on the market. We can arrange personal loans e.g. premium finance. We provide the Finance of Premiums through our agency with Premium Credit Limited. Premium Credit charge Interest on all funds advanced starting from 6% of the value of the amount advanced. All fees and charges will be outlined to you prior to any credit agreement being put in place.

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 a 'tied' relationship with any institution that would compromise our ability to offer you independent advice and choice, While we provide the service, we strongly advise you read the policy document to familiarise yourself with Terms and Conditions.

#### **Remuneration and Fees**

##### **Non-Life**

Dave Doherty (Insurance Brokers) Ltd is remunerated by commission received from Product Producers or Insurers with whom we hold a letter of appointment, we may also receive 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. Our fee's are up to a maximum of 100% on premiums paid on all Insurance Transactions. All fees will be fully disclosed to our clients before we provide any product or service.

Where a policy is cancelled, altered, changed, lapsed, Mid Term Transferred, or other transaction leading to additional work, we charge a minimum fee of € 25.00 and a maximum fee of €1000.

Our firm is remunerated by commission on non-life insurance, details of which are available on request.

### **Life, Pensions & Life Wrapped Investments**

We are remunerated by commission and other payments from product producers or lenders on the completion of business.

In certain circumstances, it will be necessary to charge a fee for services provided. Where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency, our scale of fees will be notified to you in advance and agreed in writing with you.

### **Regular Reviews:**

It is in your best interests 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 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.

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

Sustainability Factors: In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, Dave Doherty Insurances do not assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation to the products proposed/advised on. This means that we do not assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

Principal Adverse Impacts on sustainability: When providing advice on insurance-based investment products ('IBIPs') or investment advice Dave Doherty Insurances do not consider the impacts of our advice that result in negative effects on sustainability factors (namely environmental, social and employee matters, respect for human rights, anticorruption and anti-bribery matters), because currently there is limited relevant products on the market which meet these criteria. The area of sustainability is relatively new and as the issue progresses, Dave Doherty Insurances will review our position. We intend to do this at least annually.

### **Remuneration & Fees**

A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to the intermediary which it has agreed with Insurers or product producers" is available on our website [www. davedohertyinsurance.ie](http://www.davedohertyinsurance.ie)

### **Clawback**

If we receive commission from a product provider [and off-set the commission against the fee which we would otherwise have charged you] but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that is equal to [100% of] the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

### **Conflicts of Interests**

It is the policy of Dave Doherty (Insurance Brokers) Ltd. to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this before proceeding to provide any business service. If you have not been advised of any such conflict you are entitled to assume that none arises.

### **Consumers: 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.

#### **Completed proposal forms/statement of fact**

Completed proposal forms or Statements of Facts 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.

#### **Commercial Customers: Non-Consumer Disclosure of Information**

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

**Premium Handling -** Dave Doherty (Insurance Brokers) Ltd. will accept payments in cash, by cheque and by credit/debit card in respect of all classes of insurance where:

1. An insurance undertaking has invited renewal of a policy of insurance.
2. A proposal for insurance and/ or PRSA's has been accepted by an insurance undertaking.
3. In all other circumstances, cheques/ bank drafts or other payment instruments must be made payable to the product producer.

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 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. The right of withdrawal may be exercised by notice in writing to Dave Doherty (Insurance Brokers) Ltd. quoting your policy number. Should this right be exercised the Insurance Company may charge a pro rata premium for the period you are on cover. If the cover is motor insurance the premium cannot be refunded until the Certificate of Insurance and Windscreen Disc have been received by Dave Doherty (Insurance Brokers) Ltd.

You, the customer can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by Dave Doherty (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 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 Dave Doherty (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.

#### **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.
- 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, again we strongly advise you read the policy document.

## **Complaints Procedure**

Dave Doherty (Insurance Brokers) Ltd 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 at intervals of not greater than 20 business days. We will attempt to investigate and resolve a complaint within 40 business days.

**All complaints should be directed in writing to Mr Dave Doherty, Complaints Officer,**

In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the: Financial Services & Pension Ombudsman's Bureau, Lincoln House, Lincoln Place, Dublin 2, Tel: 01 567 7000 A full copy of our complaints procedure is available on request.

## **Investor Compensation**

### **Investor Compensation Company Ltd (ICCL) Scheme**

Dave Doherty (Insurance Brokers) Ltd is 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 or 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 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.

**Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC)** As a member of the Brokers Ireland, Dave Doherty (Insurance Brokers) Ltd is also a member of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). 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.

## **Governing Law and Language**

The laws of Ireland form the basis for establishing relations between you and Dave Doherty (Insurance brokers) Ltd. All contracts, terms, conditions and communications relating to any policies you may enter with this firm will be in English. The terms set out above apply to any service provided to you after 1<sup>st</sup> June 2020 and should the firm change its terms you will be notified in advance.

## **Data Protection**

Dave Doherty (Insurance Brokers) Ltd complies with the requirements of the General Data Protection Regulation 2018 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 and in order to provide the highest standard of service to you. 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 (on our website) and Data Protection policy. We may need to collect sensitive personal information relating to you or anyone to be named on your policy or residing in your household to process your application. It is your responsibility to ensure that you have obtained the permission of that person to allow us to process their sensitive personal data as part of your application and to explain our Data Protection policy to them. We may share with insurance service providers' information we hold about you and your claims history. Our product producers may subscribe to insurance industry databases for fraud prevention purposes. We may also use your information for the purpose of complying with regulatory or legislative requirements, offering renewals, for research/statistical analysis and crime prevention. There may also be requirements to contact you by Email, Post, Phone, SMS Text for the purposes of discussing renewal terms of an existing policy with us or any other query directly relating to an existing policy with us. When you request a quote from us, you may receive a phone call or text message and/or email in relation to that quote.

We would also like to keep you informed of about new or existing insurance, investment products or special offers, and any other insurance related services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you.

You have the right to withdraw your consent at any time. If you wish to exercise this right please notify us in writing.

You have the right at any time to request a copy of any “personal data” within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us by addressing enquiries to the Compliance Officer, Dave Doherty (Insurance Brokers) Ltd 11 Stockwell Street, Drogheda, Co. Louth. if you have any concerns about your personal data.

Please refer to our Website where a copy of our “Privacy Notice “ is displayed. Otherwise a copy will be provided on request.

### **Consumer Insurance Contracts Act 2019**

The following sections apply to consumer duties and rights arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers. Non-Consumer Commercial clients have no duties and rights under this Act, and therefore the following sections do not apply to them.

#### **New Business & Renewal**

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 ( S.I. No. 485 of 2015 ) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 ( S.I. No. 853 of 2004 ) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies and only on sales that took place on a non-face to face basis (distance sales).

The giving of 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.

You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.

#### **Post-Contract Stage and Claims**

If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed

5% of the claim settlement amount where the claim settlement amount is less than €40,000, or

10% of the claim settlement amount where the claim settlement amount is more than €40,000.

An insurer may refuse a claim made by you 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 both you and the insurer when the contract was concluded.

You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).

If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and 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.

These Terms of Business set out the general terms under which our firm will provide Financial Services business services to you. It details the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure to read these terms thoroughly and if you have any queries, please contact us at the above address and we will be happy to clarify any questions you may have. If any material changes are made to these terms we will notify you, at the earliest opportunity.

We commit to providing you with an excellent and professional level of service. We believe in acting only in the best interests of our clients to ensure that a relationship as important and fundamental as ours is maintained for life.

#### CLIENT ACKNOWLEDGEMENT

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of Dave Doherty (Insurance Brokers) Ltd and that I/we have read, understand and agree to these terms.

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

Date: \_\_\_\_\_

#### Privacy Policy

Here at Dave Doherty (Insurance Brokers) Ltd is regulated by the Central Bank of Ireland we take your privacy seriously and will only use your personal information to provide the products and services you have requested from us.

However, from time to time we would like to contact you with details of other General Insurance, and Life & Pensions related products we provide. If you consent to us contacting you for this purpose please tick to say how you would like us to contact you:

Post  Email  Telephone  Text message

Customer Signature .....

Date

