

Terms of Business for Halligan Life & Pensions Ltd

Trading as Halligan Insurances & trading as Good Insurance

William Norton House, 575 North Circular Road, Dublin 1.

Halligan Insurances - Tel: 01 87 97 100 E-mail: info@halligan.ie Web: www.halligan.ie

Good Insurance - Tel: 1890 125 100 E-mail: info@goodinsurance.ie Web: www.goodinsurance.ie

These Terms of Business set out the basis on which Halligan Life & Pensions Limited t/a Halligan Insurances and t/a Good Insurance herein after called the 'firm' will provide business services to you as a client of the firm. Please take the time to read the following and should you have any questions kindly contact our office on the numbers listed above.

Halligan Life & Pensions Limited of William Norton House, 575 North Circular Road, Dublin 1, specialise in the provision of Life Assurance and General Insurance services to consumers.

Authorised Status:

Halligan Life & Pensions Limited is authorised in Ireland as an investment intermediary to provide the investment instruments PRSA's and insurance policies under Section 10 of the Investments Intermediaries Act, 1995, as amended. Our firm is also registered as an insurance/reinsurance intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended). Our firm is authorised as a deposit broker. The Central Bank holds registers of regulated firms and you may contact the Central Bank on (01) 4104000 or alternatively visit their website on www.centralbank.ie to verify our credentials. Halligan Life & Pensions Limited is a member of Irish Brokers Association and is subject to the 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 Banks website www.centralbank.ie, Consumer Protection Code 2012, Minimum Competency Code 2011, Fitness & Probity Standards, Handbook of Prudential Requirements for Investment Intermediaries.

Regulatory Status:

Halligan Life & Pensions Limited t/a Halligan Insurances, Good Insurance is regulated by the Central Bank of Ireland. Our Central Bank number is C1444. Copies of our regulatory authorisation are available on request and the Central Bank of Ireland holds registers of all regulated firms.

You may contact the Central Bank of Ireland on (01) 4104000 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

The firm is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These codes can be found on the Central Bank's website www.centralbank.ie

Services:

The firm offers advice in relation to all life assurance products (Term Cover, Serious Illness and Permanent Health Insurance) and General Insurance (House, Motor, Health, Commercial Property, Liability). We also transmit orders on client's behalf to any of the insurance undertakings or product producers from whom the Company hold letters of appointment. We can provide a written list of our insurance undertakings and product producers from which letters are held, on request.

When trading as Halligan Insurances we provide our life and non-life services on a fair analysis basis. "Fair analysis of the market" means that we provide our life and non-life services on the basis of a sufficiently large number of contracts and product providers 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.

When trading as Good Insurance we provide our non-life services to clients on a limited analysis basis. "Limited analysis of the market" means that we have chosen a single underwriter to deliver a suitable and competitive home insurance product.

Remuneration Policy:

Life Assurance

Halligan Life & Pensions Limited, in the case of life assurance where the firm is not in receipt of commission, may charge a service fee, which is agreed with the client, depending on complexity of the transaction, time spent and nature and extent of the transaction.

General Insurance

When trading as Halligan Insurances we may be 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. A brokerage service may be charged for the activity involved in the renewal of the policy and also any alterations that take place during and at the termination of a policy

When trading as Good Insurance we do not charge fees or administrative charges but receive remuneration from the product provider for providing household insurance services, details of which are available on request.

Cancellation / Cooling Off Period

A consumer has the right to withdraw from an insurance policy 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 the firm 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, then the premium cannot be refunded until the Certificate of Insurance and Windscreen Disc have been received by the firm to enable the policy to be cancelled.

You, the customer can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by the firm have been paid and provided that no incident giving rise to a claim or fraudulent use 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 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 your policy terms and conditions. In the case of cancellation of motor insurance, you must return the Certificate of Insurance and Windscreen Disc to the firm.

Insurance Companies 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: 1) Your non-payment of the premium due at inception, renewal or following a mid-term adjustment. 2) Your bank returns your cheque/direct debit due to insufficient funds or any other reason. 3) Non-disclosure of relevant information. 4) 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 relevant documentation and information that you are entitled to on request. We will also exercise our legal rights to obtain any fees due to be paid to our firm.

Conflict of interest:

It is the policy of the firm to avoid a conflict of interest when providing services to clients. Where an unavoidable conflict arises we will advise you of this in writing before providing any business services. If you have not been made aware of any such conflict you may assume that none arises.

Complaints Procedure:

The firm 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 Michael Halligan, Complaints Officer, Halligan Life & Pensions Limited. In the event that a client remains dissatisfied with the handling of and/or response to a complaint they may refer the matter to The Financial Services Ombudsman.

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Catlin Insurance Company (UK) Ltd and XL Insurance Company SE is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>.

Consumer Protection:

The firm is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998. The legislation provides for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to clients of firms covered by the Act. However, you should also be aware that a right to compensation would 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% of the clients loss, which is recognised as being eligible for compensation or €20,000. Halligan Life & Pensions Limited also have additional bonding in the sum of €250,000 with a maximum per client of €100,000 under a scheme arranged by our professional body the Irish Brokers Association.

Data Protection: The firm complies with the provisions contained in the applicable data protection legislation; General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. The firm is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client. 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, this will be notified to all our clients in advance. This Privacy Policy is easily accessible on our websites: www.halligan.ie / www.goodinsurance.ie. Please contact us at dataprotection@halligan.ie if you have any concerns about your personal data. All calls, both inbound and outbound, may be recorded or monitored for quality, training and verification purposes.

When trading as Good Insurance data collected to bind your policy is passed by secure email in encrypted form to Everydayhero to facilitate the donation to your chosen charity.

Default Remedies:

The firm actions in the event of default by the client are:

Product providers are entitled to withdraw benefit or cover on default of any payments due under any products arranged for your benefit. It is therefore critical to the guaranteed continuance of your insurance that your premium is paid in full. Some insurers may include as a term of the insurance a settlement due date or in some cases a warranty under the terms of which the premium must be paid to them by a certain date. We inform our clients of such requirements and the relevant date in good time to allow the payment terms to be met. Failure to comply with the terms of the warranty may mean that the insurers obligation under the policy will be terminated. We will advise you of any payments outstanding on your policy and the consequences of failure to pay premiums.

Client Protection Extension:

The firm maintains a €2,000,000 Professional Indemnity Insurance Policy for all service activities.

Investor Compensation Scheme

The firm is a member of The Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. The legislation provides for the establishment of a compensation scheme and for 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 only arises where client money or investment instruments held by us on your behalf cannot be returned and where you fall within the definition of eligible investor. 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. For further information, contact the Investor Compensation Company Ltd. at (01) 410 4955.

As a member of the Irish Brokers Association (IBA), the firm is also a member of the IBA 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 member.

Insurance Undertakings:

We can provide a written list of our insurance undertakings and product producers from which letters are held, on request.

We hold agencies with XL Catlin Insurance Company (UK) Ltd and AmTrust Europe who are authorised/licensed by the Financial Conduct Authority in the UK and are regulated by the Central Bank of Ireland for conduct of business rules.

The laws of Ireland form the basis for establishing our business relations. All contracts, terms, conditions & communications relating to any policies you may enter into with this firm will be in English. The terms set out above apply to any service provided to you & should this firm make material changes to its terms you will be notified.

Any business you transact, will be deemed as proof of receipt of our Terms of Business & that you have read through, understood & agree to these terms

**These Terms of Business are valid from
14th May 2018 until further notice.**

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