

## TERMS OF BUSINESS

These Terms of Business valid from 01/03/2023 and set out the basis on which Halligan Life & Pensions Ltd will provide business services to you as our client. Please take the time to read the following and should you have any questions kindly contact our office on the numbers listed.

### **Authorisation and Codes of Conduct**

Halligan Life & Pensions Ltd t/a Halligan Insurances is authorised by the Central Bank of Ireland. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials on their register. Our reference code is C1444. We are also subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can also be found on the Central Bank's website.

### **Our Services**

We offer advice in relation to Life, Pensions, Investments Assurance & General Insurance products (Savings, Protection, Personal Accident, House, Motor, Health, Commercial Property, Liability etc.). We are not under a contractual obligation to conduct Insurance distribution business exclusively with one or more Insurance Undertakings. We do not give advice on the basis of a fair and personal analysis, we do however provide advice from the selection of products provided by the Companies we have agencies with. We recommend the product that, in our professional opinion, is best suited to your needs and objectives from this selection of products after you supply the relevant information, otherwise we cannot offer a quotation.

Also, as part of the process when giving clients advice on policies and/or Investments we will need to gather information with regards to the particular policy and/or investment strategy and knowledge. If this information is not provided, we will not be able to determine whether the policy and strategy are appropriate in the circumstances and advice cannot be given in such a scenario.

### **Remuneration Policy**

We receive remuneration from the Insurers and Product providers we hold agencies with for your business. Details of remuneration, fees, and commission are given as appropriate prior to completing your business and all the relevant commissions can be viewed on our website, [www.halligan.ie](http://www.halligan.ie). We may charge a service fee, which is agreed in writing prior to any advice being given, depending on complexity of the transaction, time spent and nature and extent of the transaction. A brokerage service may be charged for the activity involved in the renewal of a policy and for any alterations that take place during and at the termination of a policy.

As mentioned, a summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us by the product producers" is available on our website. If you need any further explanation or information, please do not hesitate to make contact at [info@halligan.ie](mailto:info@halligan.ie)

### **Insurance Undertakings**

We can provide a written list of our insurance undertakings and product producers from which we hold agencies with, on request. We are not a tied agent with any of our insurers and research our market before recommending a product best suited to your immediate needs. We also hold Binder Agreements with some Insurers where we may act as agent in some regards. Under the circumstances, special arrangements apply to Affinity schemes. which are negotiated in conjunction with certain bodies and are jointly reviewed periodically to ensure viability. Eligible clients can enrol in the Affinity group schemes and are considered as having been analysed for the relevant policy risk as it being the most suitable contract available in the scheme or schemes. Affinity scheme clients' may also have their premiums remitted to us directly, i.e., certain employers operate salary deduction mandates, EFT's, or by our bankers' direct debit mandates'. If any doubt arises, please contact [info@halligan.ie](mailto:info@halligan.ie)

### **Cancellation / Cooling Off Period**

A consumer has the right to withdraw from a non-life insurance policy within 14 days of the start date of the policy and 30 days for a life product, 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 calculated and refunded until the Certificate of Insurance and Windscreen Disc have been received by the insurer 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 risk 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.

#### **Failure to pay or default**

We reserve the right to instigate cancellation proceedings and/or restitution 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, to your email or last known home address. We will also exercise our legal rights to obtain any fees due to be paid to our firm.

#### **Handling Client's Money**

We will accept payments in cash, by cheque, credit/debit card, in respect of all classes of insurance in circumstances permitted, i.e. where the money represents premiums in respect of either a renewal of a policy which has been invited by an insurance undertaking, or a proposal accepted by an insurance undertaking. Every effort is made to ensure that clients' money is transmitted to the appropriate Financial Institution/Product Provider without delay. We also have arrangements for clients to pay by salary deductions or by bankers' direct debit directly to us. We recommend that all cheques or negotiable instruments are made payable to the appropriate Financial Institution/Product Provider for Life, Pensions and Investment business. We shall issue a receipt for each payment received, these receipts are issued with your protection in mind and should be stored safely.

#### **Disclosure of Information**

We act as your representative to the companies we have agencies with and we will provide assistance to you for any queries you may have in relation to the policies or in the event of a claim

during the life of the policies and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover. Material information about medical history, non-smoker status, occupation category and any hazardous pursuits are central to underwriting decisions and it is imperative that all information you provide to the insurer is accurate and complete. If you are in doubt as to whether information is relevant or not, please disclose it. Any failure to disclose material information may invalidate a claim and render your policy void. To assist us in providing you with a comprehensive service and to keep our records as up-to date as soon as possible, please notify us of any changes to your personal circumstances, e.g., name change, change of address, change of occupation, change of use, etc.

The acceptance by Halligan Life & Pensions Ltd of a completed proposal DOES NOT in itself constitute the effecting of a policy. It is only when the Provider confirms the policy is in place that your policy is live.

#### **Conflicts of interest**

It is our policy to avoid any conflicts 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. As per our remuneration policy above we receive commission from the providers for your business.

#### **Complaints Procedure**

We have a complaints procedure in place which is available on request. Your complaint can be in writing, email, telephone or face to face. If your complaint is face to face or by phone, we will write to you to confirm our understanding of your complaint. We will acknowledge your complaint within 5 business days, advising you of the name of the person dealing with your complaint on behalf of the company. Please address any complaint to Complaints Dept, Halligan Life & Pensions Ltd, William Norton House, 575 North Circular Road Dublin 1. If in the event, you are dissatisfied with the outcome of our investigation, you are entitled to refer the matter to the Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, 015677000, [info@fspo.ie](mailto:info@fspo.ie).

#### **Sustainability Factors – Investment/IBIPs/Pension Advice**

When providing advice, the firm does not consider the adverse impacts of investment decisions on sustainability. The firm will review this approach on an annual basis in January.

#### **Investor Compensation Scheme**

We are a member of the Investor Compensation Scheme. 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 client's loss, which is recognised as being eligible for compensation or €20,000. For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955. We 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 Brokers Ireland, terms and conditions apply.

### **Sanctions**

We as brokers, will not allow insurance cover or any payments to countries or person/s who are sanctioned by lawful authorities in un-sanctioned countries.

Any queries on affected countries or persons, please contact [info@halligan.ie](mailto:info@halligan.ie)

### **Data Protection**

We comply with the provisions contained in the Data Protection Acts 1988 to 2018. We are committed to protecting and respecting your privacy. You will be given a Data Privacy Notice with these terms of business. All calls, both inbound and outbound, may be recorded or monitored for quality, training and verification purposes. Data collected to bind your policy is passed by secure email in encrypted form within the meaning of the Act and GDPR, you have the right to request a copy of your details we hold on file and to change any inaccuracies or to cancel same unless we are legitimately obliged to retain same. If any doubt arises, contact [info@halligan.ie](mailto:info@halligan.ie)

### **Default Remedies**

The firm's 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.

### **Governing Law and Business Succession**

These Terms of Business shall be governed by and construed in all respects according to the laws of the Republic of Ireland and will be deemed to cover any successors in business. All contracts, terms, conditions & communications relating to any policies you may enter into with this firm will be in English.

**New consumer responsibilities arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers.**

### **New Business & Renewal**

#### ***Applicable to Life & Non-Life Products:***

A consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within working 14 days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover.

The consumer is under a duty to pay their 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 the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

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

#### ***Applicable to Non-Life Products:***

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.

#### ***Applicable to Life & Non-Life Products:***

An insurer may refuse a claim made by a consumer 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 contracting parties when the contract was concluded.

The consumer *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.

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

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

If the consumer makes a false or misleading claim in any material respect (and knows 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 must notify the consumer advising that they are avoiding the contract of insurance. 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.

#### **DECLARATIONS**

I/We acknowledge that I/We have been provided with Terms of Business and Data Privacy Notice for Halligan Life & Pensions Ltd and confirm that I/We have read and understand them.

#### **DIRECT MARKETING**

I/We consent to Halligan Life & Pensions Ltd making contact with me in relation to the range of services provided by ourselves or our associated or partnership companies which we feel may be of interest to you and to the sharing of relevant information. We will still be allowed to contact you in relation to the business we have advised you on, even if you opt out of marketing material. You have the right to be removed from our marketing lists in the future, by contacting us and requesting same.

If you wish to avail of these services, please tick here; **Post:** **Phone:** **Email:** **Text:** **Social Media:**  
(Otherwise you will not be on our mailing list).

We may also use automated data processing or profiling to allow us to give you quotes etc, and for marketing purposes, by signing these terms of business you are also agreeing to us using these systems on your data.

Client 1: \_\_\_\_\_ Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

### **PENSIONS INSURANCES INVESTMENTS**

Halligan Life & Pensions Limited t/a Halligan Insurances, is regulated by the Central Bank of Ireland.

Company No: 120399. Directors: B. Halligan

William Norton House 575 North Circular Road Dublin 1.

Tel: 01 879 7100. Email: info@halligan.ie. Web: www.halligan.ie