



making life insurance easier

## **Terms of Business - Effective from January 2016**

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### **Gowran Insurance Consultants Ltd t/a McGowan Insurances**

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries we will be happy to clarify them. If any material changes are made to these terms we will notify you.

### **Authorisation with the Central Bank of Ireland**

Gowran Insurance Consultants Ltd t/a McGowan Insurances is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005; as a Multi-Agency Intermediary authorised under the Investment Intermediaries Act, 1995 and as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995. Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. 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.

### **Codes of Conduct**

Gowran Insurance Consultants Ltd. 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](http://www.centralbank.ie)

### **Our Services**

Gowran Insurance Consultants. is a member of the Professional Insurance Brokers Association (PIBA). As a member of PIBA we must be in a position to place insurance with at least five insurers of the relevant form (life/non-life) and therefore can generally give consumers greater choice than agents and tied agents.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions/mortgages/general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Gowran Insurance Consultants acts as an **Independent Broker** which means that:

- a) The principal regulated activities of the firm are provided on the basis of a fair analysis of the market; and
- b) You have the option to pay in full for our services by means of a fee.

### **Fair Analysis**

The concept of fair analysis is derived from the Insurance Mediation Directive. It describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/ or a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be such that could be reasonably expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair analysis of the market, we will consider the following criteria:

- the needs of the customer,
- the size of the customer order,
- the number of providers in the market that deal with brokers,
- the market share of each of those providers,
- the number of relevant products available from each provider,
- the availability of information about the products,
- the quality of the product and service provided by the provider,
- cost, and
- any other relevant consideration.

#### **Life Insurance – Gowran Insurance Consultants Ltd arranges life insurance policies in two ways.**

##### **1. Advice Based:**

Gowran Insurance Consultants Ltd. provides life assurance on a fair analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet the your needs.

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; particularly in relation to PHI and serious illness policies.

Specifically on the subject of permanent health insurance policies it is our policy to explain to you a) the meaning of disability as defined in the policy; b) the benefits available under the policy; c) the general exclusions that apply to the policy; and d) the reductions applied to the benefit where there are disability payments from other sources.

For a serious illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

##### **2. Execution Only:**

These transactions are executed upon your specific instructions and the firm does not have the information necessary to determine the suitability of the product for your needs.

The firm does not given any advice relating to the merits of the transaction.

### **Disclosure of Information**

Any failure to disclose material information may invalidate your claim and render your policy void.

Gowran Insurance Consultants Ltd. is remunerated by commission and other payments from product producers or lenders on the completion of business. You may choose to pay in full for our services by means of a fee. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 20 hrs.

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life business.

If we receive commission from a product provider, this will be offset against the fee which we will charge you. Where the commission is greater than the fee due, the commission will become the amount payable to the firm unless an arrangement to the contrary is made.

### **Life Fees**

You may elect to deal with us on a fee basis

Principles / Directors                      €250 per hour

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency.

### **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 that 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.

### **Conflicts of interest**

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises we will advise you of this in writing before providing you with any service.

### **Default on payments by clients**

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. In particular, without limitation of the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client.

Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

### **Complaints**

We ask that you make any complaint against our firm, relating to services provided by us, in writing. We will acknowledge your complaint within 5 business days and we will fully investigate it. On completion of our investigation, we will provide you with a written report of the outcome. 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 Ombudsman or the Pensions Ombudsman. A full copy of our complaints procedure is available on request.

## **Data Protection**

Gowran Insurance Consultants Ltd. complies with the requirements of the Data Protection Acts, 1988 and 2003.

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. The data will be processed only in ways compatible with the purposes for which it was given. We would also like to keep you informed of mortgage, insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call. If you do not wish to receive such marketing information please tick the box in the Terms of Business acknowledgement letter.

We may receive referrals from such firms and may advise them of any transactions arranged for you.

## **Compensation Scheme**

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

### **Investor Compensation Scheme**

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act.

The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme and our firm is a member of this scheme.

Compensation may be payable where money or investment instruments owed or belonging to clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so.

A right to compensation will arise only:

- If the client is an eligible investor as defined in the Act; and
- If it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
- To the extent that the client's loss is recognised for the purposes of the Act.

Where an entitlement to compensation is established, the compensation payable will be the lesser of:

- 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or
- Compensation of up to €20,000.

For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.

## European Communities Distance Marketing:

### **SCHEDULE 1 INFORMATION**

#### **Supplementary Notice Applicable to Contracts Concluded Using Exclusively Distance Means of Communication:**

The following information is provided pursuant to Regulations 6 and 9 and Schedule 1 to the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (the "Regulations"). This notice applies only in relation to contracts with consumers that are negotiated and concluded exclusively using means of distance communication (i.e. telephone, internet, etc.). This notice has no application where any aspect of the contract has been negotiated or concluded on a "face-to-face" basis by the parties in each others' physical presence.

#### **(a) Identity, Address and Main Business of the Supplier**

Gowran Insurance Consultants Limited t/a McGowan Insurances, (the "Supplier"), is authorised by the Financial Regulator as a Multi Agency Intermediary and an Insurance Intermediary, (Ref No.C6688). It is supervised by the Irish Financial Services Regulatory Authority. The foregoing information can be verified by contacting the Irish Financial Services Regulatory Authority, PO Box 9138, College Green, Dublin 2, telephone 01 410 4000, ([www.financialregulator.ie](http://www.financialregulator.ie).)

The Supplier's address is Patrick Street, Tullamore, Co. Offaly.

The Supplier's main business is the provision of insurance intermediation services on behalf of credit institutions and insurance undertakings from whom it holds letters of appointment.

The **Commercial Purpose** of this contract is the arrangement of a contract(s) of insurance (whether related or unrelated a housing loan) by the supplier in return for commission or fees.

**(b)** The Supplier operates in Ireland only and has no representatives in any other Member-State of the EU.

**(c)** The Supplier does not provide its services through any other advisor or agent.

**(d)** The Supplier is registered in the Companies Registration Office as a Limited Company, registration no. 82760. This information can be verified by contacting the Companies Registration Office Parnell House, Parnell Square, Dublin 1; telephone: 01 804 5200 ([www.cro.ie](http://www.cro.ie)).

**(e)** The relevant authorisation and supervisory authorities for the Supplier's business are:

The Irish Financial Services Regulatory Authority, PO Box 9138 College Green Dublin 2.

**(f)** The Supplier is not a member of a profession regulated by law, otherwise than at (e) above.

**(g)** The Supplier's is not registered for VAT.

**(h)** The main characteristics of the services provided by the Supplier are as follows:

arranging, in return for commission or some other form of consideration, for insurance undertakings to provide consumers with policies of insurance.

**(i)** It is not possible to indicate in advance the total price to be paid by the consumer for the services provided by the Supplier. The following is the basis that will be used by the Supplier for the calculation of charges for its services:

All charges and fees are outlined in detail in our Terms of Business Document.

The price payable to the insurance company for your insurance policy is the premium (including applicable government levies and premium taxes). The premium and any optional covers are separately specified by the insurance company in their policy schedule/Renewal notice.

**(j)** The services supplied are not related to instruments involving special risks whose price depends on fluctuations in the financial markets.

**(k)** It is possible that that other taxes or costs may exist that are neither paid by the Supplier nor imposed by the Supplier.

**(l)** The information given by the supplier in this notice is valid as of November 2009. Whilst the Supplier will make reasonable efforts to keep this notice under review and up to date, the Supplier cannot accept responsibility for any changes that may arise as a result of actions by persons outside of its control or knowledge.

**(m)** The arrangements for payment and performance that will apply under the contract:

Insurance Policies

Household, motor, liability, contents and repayment protector insurance can be paid monthly by direct debit or a cheque for the annual premium can be made payable to the insurance company. If a cheque is made payable to the insurance company, a section 30 receipt will be issued to the consumer.

Non payment of the premium or part thereof or any monthly premium (where using Direct Debit) or breach of certain conditions of a policy may lead to the policy being revoked or cancelled. The precise terms of the insurance policy should be referred to.

**(n)** No additional charge will be imposed on the consumer for using a particular means of communication in connection with the contract.

**(o)** Rights of Cancellation:

There is no right of cancellation in respect of:

(i) a contract under which the service supplied was entered into at the consumer's request and has been fully performed by both parties or

(ii) where the service provided is or relates to the provision of a housing loan.

There is no right of cancellation neither for a housing loan agreement nor for any contract for services provided in relation to a housing loan. There is no right of cancellation for contracts for insurance services which are specifically related to the provision of a housing loan such as property insurance where such insurance is required as a pre-condition by the lender for the making of the housing loan.

The consumer will have the right to cancel a general insurance contract that is not related to the provision of a housing loan, without penalty, within 14 days of:

the day the contract is entered into, or

the day on which the consumer is given the contractual terms and conditions and other information required by the Regulations whichever is later.

Consumers may also cancel any life assurance contract that is not related to the provision of a housing loan (term assurance, critical illness cover), or personal pension plan, without penalty, within 30 days of:

the day on which the consumer is told that the contract has been entered into, or

the day that the consumer receives in writing the contractual terms and conditions and other information required in accordance with the Regulations, whichever is the later.

The right of cancellation may be exercised by sending notice in writing to Gowran Insurance Consultants Limited, Patrick Street, Tullamore, Co. Offaly. Where the right of cancellation is so exercised, the insurance company will refund any premium paid and cover will be withdrawn as and from the proposed inception date. While the right of cancellation is not subject to penalties, the Supplier reserves the right, in accordance with Regulation 15 of the Regulations, to deduct from a refund any reasonable charge that may have arisen for services actually supplied in accordance with the contract prior to cancellation.

The consumer shall return all policy documentation within 30 days from the date of the exercise of the right of cancellation.

If the right of cancellation is not exercised, the contract between the parties will be fully binding and the consumer will be legally obliged to perform his/her obligations under the contract in their entirety. If the consumer seeks to cancel the contract after the expiry of the cancellation period the Supplier reserves the right, in cases other than housing loans, to apply an appropriate cancellation penalty.

**(p)** The minimum duration of the contract in the case of a financial service that is to be performed on a continuing or recurring basis: The period of insurance in respect of any insurance policy will be the period specified by the insurance company in the policy schedule/renewal notice

**Early Termination.** In the case of insurance contracts, non payment of premium or part thereof or any monthly premium (where using direct debit) or breach of certain conditions of an insurance policy may lead to the policy being revoked or cancelled. A consumer or the insurance company can cancel the policy at any time by notice in writing to your financial consultant, in accordance with the terms in that respect set out in the insurance policy.

**(r)** Practical instructions for exercising the right to cancel – see **(o)** above.

**(s)** Relations between the supplier and consumer before the contract is entered into shall be governed by Irish law.

**(t)** The contract with the supplier shall be subject to Irish Law and the Irish Courts shall have jurisdiction with respect to the determination of disputes arising under the contract. 4

**(u)** The contractual terms and the prior information required under the Regulations shall be provided in the English language.

**(v)** The Supplier undertakes to communicate with the consumer in the English language.

**(w)** Out of Court Complaint and Redress: The Supplier operates a complaints procedure which may be availed of by the consumer and if that process does not resolve the matter the consumer may take the matter to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.