

**MJ Kelleher & Sons (Dundalk) Ltd., t/a Kelleher Insurances**  
**3 Jocelyn Street, Dundalk, Co Louth**

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Registered in the Company's registration under company no. 34378

**MJ Kelleher & Sons (Dundalk) Ltd., t/a Kelleher Insurances "the company" is regulated by the Central Bank of Ireland**

**TERMS OF BUSINESS**

These terms of business set out the basis on which **Kelleher Insurances**, 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. Kelleher Insurances is a member of the Brokers Ireland.

**Authorised Status**

**MJ Kelleher & Sons (Dundalk) Ltd., t/a Kelleher Insurances**, "the company" C8941 is regulated by the Central Bank of Ireland. We are registered as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. We are also authorised as an Investment Intermediary under the Investment Intermediaries Act 1995. 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 or via their website [www.centralbank.ie](http://www.centralbank.ie). **Kelleher Insurances**, is also regulated by the National Consumer Agency as a Credit Intermediary.

**Services Provided**

We will offer broad based advice on a fair analysis basis in relation to all classes of Non-Life and Life Insurance Policies, Pensions and Investments. As a Credit Intermediary the firm can arrange personal loans e.g. premium finance. 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 'tied' relationship with any institution that would compromise our ability to offer you impartial advice and choice. We offer advice on a fair analysis of the market with exception of Travel, Wedding and Pet Insurance which we offer advice on a limited analysis of the market.

**Conflict of Interests**

It is the policy of **Kelleher Insurances**, 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.

**Premium Handling**

**Kelleher Insurances**, will accept payments in cash, by cheque, bank transfer and by credit/debit card in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995.

**Kelleher Insurances**, is not authorised to accept cash or negotiable instruments in any other circumstances. 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 the credit terms, if agreed, otherwise immediately prior to cover inception.

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.

**Cancellation / Cooling Off Period**

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.

If the cover is motor insurance the premium cannot be refunded until the Certificate of Insurance and Windscreen Disc have been received by **Kelleher Insurances**.

You, the customer can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by **Kelleher Insurances**, 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 and 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 **Kelleher Insurances**. 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.

**Disclosure of Information**

**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 which may result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to ensure that you are provided with up to date advice and products best suited to your needs.

**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.

**Complaints Procedure**

The company has a written procedure in place for the effective consideration and handling of complaints. Any complaints should be addressed in writing to Clive Kelleher, Managing Director, **Kelleher Insurances**. Each complaint will be acknowledged by us within 5 working days of receipt, updates will be advised in intervals of not more than 20 working days, we will endeavour to resolve the complaint within 40 business days and findings will be furnished to you within 5 working days of completion of the investigation. In the event that you are not entirely satisfied with the firms handling of and response to your complaint, contact may be made with the Brokers Ireland, 87 Merrion Sq, Dublin 2 and ultimately you have the right to complain to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

**Investor Compensation**

Investor Compensation Company Ltd (ICCL) Scheme **Kelleher Insurances**, 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 of 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 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.

### **Brokers Ireland Compensation Fund**

As a member of Brokers Ireland (BI), **Kelleher Insurances**, is also a member of the Brokers Ireland 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.

### **Remuneration and Fees**

**Kelleher Insurances**, is 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. 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. A scale of our fees is under noted. We are usually remunerated by commission received from the product producers for the work involved in placing an order and finalising the product with them on your behalf. The specific commission levels are available on request. Some product providers may also provide annual remuneration in respect of the performance of our overall account. (Some product producers do not pay a commission).

**Scale of Fees**

	<b>INITIAL FEE</b>	<b>RENEWAL</b>	<b>POLICY ALTERATION</b>
<b>Personal Travel Insurance</b>	Up to a max of €50	Up to a max of €50	Up to a max of €35
<b>Private Motor per vehicle</b>	Up to a max of €90	Up to a max of €90	Up to a max of €55
<b>House per location</b>	Up to a max of €90	Up to a max of €90	Up to a max of €55
<b>Other Personal Insurance</b>	Up to a max of €90	Up to a max of €90	Up to a max of €90
<b>Commercial including commercial motor.</b>	Up to a max of 40% and a minimum €40	Up to a max of 40% and a minimum €40	Up to a max of 40% and a minimum €40

We reserve the right to amend these fees should the product require a higher fee. We will confirm and supply to you in writing this amended fee. Any percentage fee applied shall be based on the premium inclusive of government levy. **Kelleher Insurances**, may apply an administration charge of up to and including 4% for any finance facility arranged. Business Credit Cards will incur a 2% handling fee. No charges apply to Personal Credit, Debit or Laser Cards. A fee of €20 will be charged for all duplicate documentation.

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

We are remunerated by both commission and or fees. This service can be provided on a fee only basis if desired. Fee based structure: Consultant / Director Fees €250.00 per hour. Support & Administration Staff fees €75.00 per hour. Summary details of these payments will be included where appropriate, in product information document in relation to insurance products. When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider. When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider.

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

When providing advice, the firm considers the adverse impact of investment decisions on sustainability. As part of our research and assessment of products, the firm will examine the Product Providers literature to compare financial products and to make informed investment decisions about ESG products. The firm will at times act in the client's best interests and keep clients informed accordingly. The consideration of sustainability risks can impact on the returns of financial products.

### **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.

### **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.

### **Data Protection**

**Kelleher Insurances**, complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018

We are 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 given to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily assessable. Please refer to our website <http://www.kelleherinsurances.ie/privacy-policy/> if this medium is not suitable we will ensure you can easily receive a copy by; hard copy or soft copy.

Please contact us at [dataprotection@kelleherinsurances.ie](mailto:dataprotection@kelleherinsurances.ie) if you have any concerns about your personal data.

Here at **Kelleher Insurances** we take your data protection seriously and will only use your data as discussed with you in our privacy statement. However, from time to time we may wish to contact you in relation to Competitive Rates on General Insurance Products, Life, Investment and Pensions or a competition we may run on Social Media.

### **For marketing preferences - please advise to agreed methods of contact;**

Email  Phone  SMS  Post  Fax  Please Do NOT contact me

**Signed:** ..... **Date:** ...../...../.....

**Client 1 name:** .....