

TERMS OF BUSINESS

**GALLIVAN MURPHY HOOPER DOLAN INSURANCES LTD,
PARK ROAD, KILLARNEY, CO KERRY**

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COMPANY REGISTRATION NO: 64121

What is this Document?

This document sets out the basis on which Gallivan Murphy Hooper Dolan Insurances Ltd will provide business services to you as a client. It contains details of our regulatory and statutory obligations & the respective duties of both the firm and you in relation to such services. Gallivan Murphy Hooper Dolan Insurances Ltd is part of the Hooper Dolan Group.

Gallivan Murphy Hooper Dolan Insurances Ltd is a member of the Irish Brokers Association (IBA).

Authorised Status

Gallivan Murphy Hooper Dolan Insurances Ltd is authorised by the Central Bank of Ireland, as an Insurance Intermediary under the Investment Intermediaries Act (1995) as amended, and is registered under the European Communities (Insurance Mediation) Regulations 2005 as amended. Central Bank Reference No: 27945

The firm is subject to the Central Bank of Ireland's Fitness and Probity Standards, Consumer Protection Code and Minimum Competency Code. These codes are available for inspection on the Central Bank of Ireland's Website www.centralbank.ie

The firm is also regulated by the National Consumer Agency as a Credit Intermediary.

Services Provided

As Insurance Brokers we will offer broad based advice on a fair analysis of available markets in relation to all classes of Insurance Policies which will enable us make a recommendation in accordance with accepted professional criteria.

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).

We do not have any "tied" relationships with any institution that would compromise our ability to offer you independent advice and choice. We do not guarantee nor make representations in regard to, and expressly disclaim responsibility for, the financial condition of insurers or product producers with which we place insurance.

We will not indemnify clients in respect of the failure of any insurer or product producer.

Full policy terms and conditions are contained in your policy document, a duplicate of which is available at any time on request.

Instructions for Policy Amendments

Please note that where an instruction is transmitted to amend your policy via phone message, text, e mail or fax changes in cover are only operable provided they have been confirmed by Gallivan Murphy Hooper Dolan Insurances Ltd

Optional Insurance Products or Additional Insurance Products

At the inception of a new policy or on a subsequent renewal we may offer you various optional insurance products or services such as legal protection or personal accident. Such optional covers or benefits will be clearly indicated to you as such and the cost will be shown separately on our documentation. If you wish to avail of these optional extras covers or benefits please inform us or remit the appropriate premium.

Cancellation

You the customer can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by Gallivan Murphy Hooper Dolan Insurances 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 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 short term rates may apply, please refer to policy terms and conditions. In the case of Motor Insurance you must return the Certificate of Insurance and Windscreen Disc to Gallivan Murphy Hooper Dolan Insurances 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 cancel your policy in certain circumstances, for example non payment of premiums, bank returns your cheque due to insufficient funds or any other reason, direct debit default, or misrepresentation / non disclosure of relevant information. When your policy ends or is cancelled, we will provide you with any documentation and information you are entitled to on request.

Your Duty of Disclosure

It is your responsibility to provide complete and accurate information for insurers when arranging an insurance policy, throughout the life of that policy, and when you are renewing it. It is important that you ensure that all information provided, and all statements made on proposal forms, statements of fact, claim forms, and other documents are, to your knowledge and belief, complete and accurate.

Failure to disclose any material information to your insurers could invalidate your insurance cover and could mean that all or part of a claim will not be paid or your policy cancelled. If you have any doubts as to whether any information is material it should be disclosed.

Claims

It is essential that we are notified immediately of any claims or circumstances which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. The policy wordings will describe in detail the procedures and conditions in connection with making a claim. It should be noted that there is no cover for defence costs incurred without insurer's prior consent.

Compensation Schemes / Consumer Protection

- **Investor Compensation Company Ltd. (ICCL)**

Gallivan Murphy Hooper Dolan Insurances Ltd is a member of the investor compensation scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to clients of firms (known as eligible investors) covered by the Act. However, you should be aware that a right to compensation will only arise where client money or investment instruments held by the firm on your behalf cannot be returned either for the time being or for in 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

- **Irish Brokers Association (IBA) Compensation Fund**

As a member of the Irish Brokers Association (IBA), Gallivan Murphy Hooper Dolan Insurances Ltd 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 of the member.

- **Professional Indemnity**

Gallivan Murphy Hooper Dolan Insurances Ltd carries Professional Indemnity Insurance

Conflicts of Interest

It is our policy to avoid situations where there is a conflict of interest. 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.

Handling Clients' Money / Receipts

- Gallivan Murphy Hooper Dolan Insurances Ltd will accept payments by cash, cheque, electronic funds transfer, laser and credit card in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995. We cannot accept cash or negotiable instruments in any other circumstances
- For certain Insurance and Investment Products, we may request that all payments are made payable to the provider of the product in question.
- A Section 30 Receipt will be issued for all payments received and should be retained by you in a safe place
- Upon occasion with your signed consent, we may offset return or adjustment premiums against any outstanding premiums or administration charges on your insurances.

Under the Central Bank's Consumer Protection Code strict rules apply in relation to payment of premiums to product producers.

We will not be able to pay premiums to product producers for a Client where the premiums have not been received by the firm.

Therefore, to avoid policy cancellation, premiums must be paid strictly within credit terms.

Clients must pay at inception of a contract or on or before renewal date or as invoiced in the case of mid-term alterations.

Insurance Companies may cancel cover when a client fails to meet their obligations in relation to payment terms and conditions.

Complaints

This firm has a written procedure in place for the effective consideration and handling of complaints. Any complaints should be addressed in writing to the Managing Director, Gallivan Murphy Hooper Dolan Insurances Ltd. Each complaint will be recorded and acknowledged in writing within 5 working days of receipt, updates will be advised in intervals of not more than 20 days and will endeavour to resolve a 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 Irish Brokers Association, 87 Merrion Square, Dublin 2 and ultimately you have the right to refer your complaint to the Financial Services Ombudsman, 3rd Floor Lincoln House, Lincoln Place, Dublin 2. Lo Call 1890 88 20 90

Data Protection

Gallivan Murphy Hooper Dolan Insurances Ltd is a Data Controller as defined in the Data Protection Act 1988 and 2003. We collect your personal details in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure that it is only used for legitimate purposes. To fulfil these objectives, we may share information with other affiliated professionals. The information and other data provided to our office may be used to advise you of products and services we may offer from time to time.

You have the right at any time to request a copy of any personal data within the meaning of the Data Protection Act 1988 (as amended or re-enacted from time to time) that our firm holds about you and to have any inaccuracies in the information corrected.

Governing Law and Language

The laws of Ireland form the basis for establishing relations between you and Gallivan Murphy Hooper Dolan Insurances Ltd. All contracts, terms, conditions, and communications relating to any policies or services you may enter into with the firm will be in English.

Remuneration and Fees – General Insurance

Gallivan Murphy Hooper Dolan Insurances Ltd 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 for any alterations that take place during and at termination of the policy. A Scale of our fees is outlined below. 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 range of commission payable varies depending on the class of business being placed. Some product producers do not pay any commission. A Compliance charge may apply and is included in the overall amount due.

Our fees / charges will be communicated to you at new business, renewal and mid-term alteration stage and will be clearly set out in our documentation issued to you.

Services can be provided solely on a fee basis if the client so wishes, so that no commission will be taken from the premium charged by the product producer.

Scale of Fees

Class of Business	Initial Fee	Renewal Fee	Policy Alterations / Cancellation Fee
Private Motor & Light Commercial Vehicles	Up to a Maximum of €150.00	Up to a Maximum of €150.00	Up to a Maximum of €150.00
Household & Travel Insurance	Up to a Maximum of €150.00	Up to a Maximum of €150.00	Up to a Maximum of €150.00
Commercial Insurance	Up to a Maximum of 100%	Up to a Maximum of 100%	Up to a Maximum of 100%

We reserve the right to amend these fees should the complexity of the product / service requires a higher fee or in the event that the product / service provided is not remunerated by a product producer in the usual way. In such circumstances we will confirm and agree the fee with you at the time of providing the service.

A fee of up to €75.00 will be charged for the provision of duplicate documentation.

Where payment is made by credit card we may pass on the merchant charge. Full details will be provided at the time of your transaction. Payments by laser card do not incur any additional charge.

Gallivan Murphy Hooper Dolan Insurances Ltd enjoys volume and profitability arrangements with some product producers that enable the firm to offer preferential rates for some classes of business and may receive a commission from finance companies in respect of credit agreements. Details of these arrangements are available on request.

Remuneration and Fees – Life / Pensions / Investments

We are remunerated by both commission and / fees which will depend on the complexity of the service provided. Services can be provided on a fee only basis if desired.

Remuneration and Fees – Health Insurance

We are remunerated by commission only.

Call and Voice Recording

All phone calls made and received by Gallivan Murphy Hooper Dolan Insurances Ltd may be recorded for the verification of information and training purposes.

Date: March 2012

