

### **O'Driscoll O'Neil Group**

O'Driscoll O'Neil DAC T/A StudyandProtect, O'Driscoll O'Neil and O'Driscoll O'Neil Life & Pensions Ltd which forms part of the O'Driscoll O'Neil Group and are regulated by the Central Bank of Ireland. Head office 17 Herbert Place Dublin 2. Registered office 17 Herbert Place, Dublin 2. Registered in Ireland , Number 98551. Phone 01 6395800 – Fax 01 639 5850 – Email [info@odon.com](mailto:info@odon.com) – [info@studyandprotect.com](mailto:info@studyandprotect.com) Web [www.odon.com](http://www.odon.com) [www.studyandprotect.com](http://www.studyandprotect.com)

### **Central Bank of Ireland Authorisation**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd, which forms part of the O'Driscoll O'Neil Group of companies, is registered as an Investment Intermediary by the Central Bank, under the Investment Intermediaries Act 1995 (as amended) and an Insurance Intermediary under the European Communities Insurance Mediation Regulations 2005. Copies of our Authorisations are available on request; alternatively the Central Bank of Ireland holds registers of regulated firms which can be viewed on their website [www.centralbank.ie](http://www.centralbank.ie) . O'Driscoll O'Neil DAC is also authorised by the Competition & Consumer Protection Commission as a Credit Intermediary.

### **Statutory Codes of Conduct**

O'Driscoll O'Neil Group is subject to and complies with the following, Life Assurance (Provision of Information) Regulations 2001 (Insurance intermediaries), Distance Marketing Regulations 2004, Consumer Protection Code, Investor Compensation Scheme, Fitness & Probity and Minimum Competency Standards, Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 and Data Protection Acts 1998 & 2003. These codes offer protection to the consumer and can be found on the Central Bank website [www.centralbank.ie](http://www.centralbank.ie).

### **Services**

O'Driscoll O'Neil DAC provides a full range of insurance advice on an impartial basis to the corporate and personal sectors including the placing of insurance contracts and related claims handling and risk management services. O'Driscoll O'Neil L&P Ltd, also offer advice on life, pensions, investments, and financial products on an impartial basis. We do not have a tied relationship with any product producer which would compromise our ability to provide you with impartial advice and choice.

### **Products**

O'Driscoll O'Neil is in a position to offer our clients a wide range of Insurance and Investment products. This list encompasses the following products for General Non Life, Household, Motor, Property, Liability, Marine, Aviation, Personal Accident/Medical Legal Expenses, Premium Finance, but not restricted to this list. Life: Life Assurance, PHI, Critical Illness, Bonds, PRSA's, Pensions, Deposits, Group Schemes again not restricted to this list.

### **Inception & Renewal**

We can receive and transmit instructions on your behalf, new business, renewal, mid-term alterations for products from each insurance company or financial service provider with whom we hold an agency. This list is available on our website [www.odon.com](http://www.odon.com) or [www.studyandprotect.com](http://www.studyandprotect.com) . We will also offer you assistance in processing claims and policies taken out through O'Driscoll O'Neil or StudyandProtect. This assistance is provided either directly by our staff or/and with the assistance of an appointed loss assessor.

**Important Notice: To ensure continuity of cover, where you have an existing policy which is due to expire and we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewals and when we receive your instruction. You have the right not to avail of this service and should advise us accordingly.**

### **Fair Analysis**

We provide our services on the basis of fair analysis of the market. This means that we research the market on your behalf and recommend the products that, in our professional opinion, are best suited to your own needs and objectives.

### **Fair Analysis – Health Insurance**

While we can provide you with a fair analysis of your health insurance needs, comparing and contrasting the various plans that are available on the market, we can only place your business with Irish Life Health

### **Premium Finance**

As a Credit Intermediary O'Driscoll O'Neil DAC can if requested arrange premium finance for your Insurance

### **Insurance Schemes**

We have agreed special packages (Insurance schemes) with specific product producers for particular types of cover and for members of professional, sports, trade or representative associations. The packages and product producers are selected following a thorough and fair analysis of the market and an assessment that they are most suitable for typical consumers of that type of cover

or for members of those associations. This is carried out on a periodic basis. Where we assess consumers as being eligible for these packages they are considered as being analysed as part of a group.

### **Binding Authority**

We have entered into binding authority agreements with some insurers. These agreements enable us to accept insurance business on the insurers behalf, in accordance with the insurers underwriting guidelines. Under these agreements we act as an agent of the insurer in some regards.

### **Remuneration Policy**

O'Driscoll O'Neil DAC and O'Driscoll O'Neil (L&P) Ltd is remunerated by a combination of Professional Fees, Administration Fees and Commission.

### **Commission**

We are usually remunerated by commission paid to us by Product Producers. The commission compensates us for the work involved in placing an order and finalising the product with them on your behalf. The amount of commission will vary depending on the product type and product producer. Details of the commission earned on your policy will be disclosed at your request. Some product producers pay commission that is not related to the placement of individual policies with them but are based on other factors such as the volume of business introduced to them over time.

### **Fees and Charges**

Professional fees are based on the initial work activity a time spent in seeking the best terms, advice, product and product producer for your specific needs. An administration fee may also be 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. The minimum administration/professional fee is €50.

### **Remuneration Policy – Products distributed via the Internet**

O'Driscoll O'Neil and StudyandProtect may charge an administration fee in relation to Insurance sold via the Internet. Additionally the price detailed can include an administration fee charged by the associated organisation or facility. The price quoted also includes the 5% government levy. Administration fees vary depending on the Insurer providing cover, the product and the period of Insurance. Full details are available via the web in our Terms and Conditions section.

### **Default/Remedies**

All insurances are affected on express condition that, pending receipt of the premium from the insured, the company reserve the right, notwithstanding delivery of policy or certificate of receipt to the insured, to cancel the policy, obtain a refund from the Insurers and apply this refund to the amount due by the Insured. Central Bank regulations mean that we cannot pay Insurers premiums which have not been paid to us.

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/dates. We inform our Clients of any such requirements and the relevant date/dates in good time to enable the payment terms to be met. Failure to comply with the exact terms of a warranty may mean the Insurers obligations under the policy will be automatically terminated. When paying premiums, you must specify the transaction to which the payment applies. In the absence of specific instructions, we will allocate the payment to the longest outstanding transaction on your account and after that, to the earliest transaction due to the Insurers.

### **Client Rebates**

In the event of policy cancellation when a refund is received from the insurance provider, on condition that the premium is paid in full, we will refund our client within 5 working days. If our client wishes, we can credit the clients account with such an amount. In accordance with the consumer protection code we may not charge an administration fee on such a transaction or apply the credit to another transaction without your written consent.

### **Failure to Pay/Default**

We reserve the right to instigate cancellation proceedings in following circumstances:

- Your non payment of the premium due, renewal or following a mid term adjustment.
- Your bank returns your cheque due to insufficient funds.
- Instruction received from the Insurance Premium Finance Company for non-payment/arrears.
- Failure to comply with policy conditions imposed by insurers.
- 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.

### **Insurance Premium Handling**

#### **Receipts**

A Section 30 receipt will be issued for all monies received. These receipts are issued for our clients protection and should be held safely by the client.

### **Handing Clients Money**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd accept payments by cash, cheque and major credit card in respect of all classes of insurance and assurance contracts in circumstances as set out under section 25G of the Investments Intermediaries Act 1995. We are not authorised to accept cash or negotiable instruments in any other circumstances.

### **Credit Terms**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd are obliged as Investment Intermediaries to operate a policy of strict credit control. Premiums must therefore be paid in full on or before the renewal/ inception/ alteration date of the cover. In order to protect the interests of our clients, O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd are prevented from paying any premiums to Insurers, which have not been paid to O'Driscoll O'Neil DAC and/or O'Driscoll O'Neil (Life & Pensions) Ltd. We can arrange suitable Premium Finance with an approved institution, subject to terms & conditions. Any bank fees charged on unpaid cheques will be charged to the client and are payable in full with all other outstanding balances. No agency transfer may be effected until the account is cleared in full.

### **Cooling Off Period**

A consumer who purchases an insurance policy over the phone or through the internet, without any face-to face contact with O'Driscoll O'Neil DAC or O'Driscoll O'Neil (Life & Pensions) Ltd, has the right to withdraw from that insurance policy within 14 days of the start date of the policy without penalty or without giving any reason in the case of life and personal pensions 30 days, this is known as the Cooling Off Period. The right of withdrawal may be exercised by notice in writing to O'Driscoll O'Neil DAC, quoting your policy number. Should the right be exercised the Insurance Company may charge a pro rata premium for the period you are on cover. If the cover is for motor insurance the premium can't be refunded until the Certificate of Insurance and Disc have been returned to O'Driscoll O'Neil, with a declaration that the insured person and insured vehicle have not been involved in any accident or incident during the cooling off period.

### **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 O'Driscoll O'Neil DAC or O'Driscoll O'Neil (Life & Pensions) Ltd have been paid and that no incident giving rise to a claim has occurred in the current period of insurance. You may 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, if this is the case no return will be allowed and this will be noted on your schedule. If you cancel during the first year (outside 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 the Windscreen Disc. 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 for this detail.

### **Documentation**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd will issue all relevant Insurers documents to its clients. These should be read to ensure that they are in accordance with the insurance requirements.

It is also of vital importance that these documents be retained in a safe place, as these documents are the basis of the contract between the Insured and the Insurer. We will issue summaries of covers for the benefit of their clients. These summaries are not intended to be a definitive interpretation of the policy cover, terms and conditions. For the full details of the cover, terms and conditions please refer to the policy documents.

### **Retention of Documentation**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd will retain records of the Insurance contracts(s) we arrange on your behalf. We will retain these records for a period of 6 years from the date of the transaction.

### **The Criminal Justice (Money Laundering & Terrorist Financing) Act 2010**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd are required to comply with the legislation in respect of Money Laundering and Terrorist Financing and are therefore required to seek information from all new clients to comply with the provisions of this legislation. A fact find will be completed both to comply with this legislation and in addition to ensure that the covers are arranged to offer the best protection available in the market.

### **Written Appointment from Product Providers**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd hold letters of appointment from all of the main Insurers. O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd also hold letters of appointment to transact business with other brokers under the Central Bank regulations. As the Insurance markets are continually changing, a detailed list of these Product Producers is available on request or on our website ([www.odon.com](http://www.odon.com)).

### **Policy in Relation to Conflicts of Interest**

It is the policy of the firm to avoid any conflict of interest when providing services. However, should an unavoidable conflict arise, we will advise you of this prior to providing advice or arranging a transaction on your behalf. If you have not been advised of any such conflict you are entitled to assume that none arises.

### **Data Protection**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) 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 it is only used for legitimate purposes. To fulfil these objectives

we may share information with other affiliated professionals with your permission. 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. If you do not wish to receive this data please advise us.

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 office holds about you and to have any inaccuracies in that information corrected. Please write to O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd should you require a copy of this data.

**Call Recording**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd records all telephone calls, inbound and outbound, for regulatory, quality, training and verification purposes. All data captured by this facility is managed in accordance with the Data Protections Acts.

**Complaints Procedure**

We have a written procedure in place for the effective consideration and handling of complaints. In the event that a customer wishes to make a complaint against O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd he/she should contact the Complaints Department, O'Driscoll O'Neil DAC at 17/18 Herbert Place, Dublin 2. We will acknowledge the complaint within 5 working days of receipt and will provide regular updates on the progress of our investigations, not more than 20 days intervals. We will endeavour to resolve the complaint within 40 business days and findings will be furnished to you within 5 working days. If you are not satisfied with the outcome of our review of the complaint, you are entitled to refer the matter to –

- The Irish Brokers Association (IBA), 87 Merrion Square, Dublin 2  
Telephone – 01 6613067 e-mail [info@iba.ie](mailto:info@iba.ie) Opening Hours: Monday – Friday 9am-5pm
- Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (Lo-Call Number 1890 88 20 90) or the
- Pensions Ombudsman, 36 Upper Mount Street, Dublin 2 (01 6471650), as appropriate

**Consumer Protection**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd are members 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 client of firms (known as eligible investors) covered by the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client loss or €20,000.

We are also member of the IBA Compensation Fund Ltd. Subject to the rules of the schemes the liabilities of its member firms are covered up to a maximum of €100,000 per client for a single claim (€250,000) in aggregate may be discharged by the fund. We also hold €15,000,000 in Professional Indemnity Insurance cover for error and omissions.

**Licensed and Approved Insurers**

O'Driscoll O'Neil DAC & O'Driscoll O'Neil (Life & Pensions) Ltd will only transact and recommend Insurers who are licensed by the Department of Trade Enterprise and Employment or EU insurers and who are also approved under the EU directives on the freedom of services and which must comply with the solvency and security legislation on their local member state.

**Financial Integrity Of Product Producers**

While this firm endeavours to recommend the most appropriate policy and insurer for your insurance requirements, we cannot guarantee the solvency or continuing solvency of any Product Producer used and clients should note that the financial position of a Product Producer could change after policy cover has been arranged. We deny any liability in the event of the Insurer becoming insolvent.

**Duty of Disclosure and your responsibilities**

It is your responsibility to provide complete and accurate information when arranging an insurance policy or making an application for insurance or premium finance. Failure to disclose any "material fact" either when making an application or subsequently, may render your insurance void. A "material Fact" is a fact which would influence the decision of an insurer, either with respect to writing coverage, settling a loss or determining a premium. An example list of material facts would include all previous claim, accidents and incidents, convictions, driving licence endorsements and penalty points, whether your property is of non-standard construction, whether your property is unoccupied etc. You will find more detailed information on the Duty of Disclosure on your renewal notice and is available on our website [www.odon.com](http://www.odon.com). Always ask if you are unsure of any facts. Attention should be paid to any warranties and conditions of your policy as failure to comply with them could invalidate your policy. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

<b>Signed</b>		<b>Date</b>	
<b>Print Name</b>			
<b>Client Number</b>			