

O Mahony (Insurances) Ltd, trading as OMI, Exham House, The Fingerpost, Douglas, Cork T12PDD2 (registered office) is regulated by the Central Bank of Ireland, is registered in Ireland under company no. 41286 and is a member of Brokers Ireland

Telephone: (021) 4891288

Email: [info@omi.ie](mailto:info@omi.ie) Website(s): [www@omi.ie](http://www@omi.ie)

These Terms of Business set out the basis on which we will provide insurance services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both us and you in relation to such services. By proceeding with your quotation or policy you agree to the terms set out in this Terms of Business document. By accepting these Terms of Business, you acknowledge that you have read and understand them; and that you have read and understand the information contained within your chosen quotation and/or policy and which is/are also contractually binding on you.

**Authorised Status, Statutory Codes** O Mahony (Insurances) Ltd T/A OMI (c2378) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018. We are subject to and must comply with the Central Bank of Ireland's Consumer Protection Code 2012, Minimum Competency Code and Fitness and Probity Code, which codes offer protection to consumers and all the codes are available to review on [www.centralbank.ie](http://www.centralbank.ie).

**Investor Compensation, Brokers Ireland** We are a member of the Investor Compensation Company Ltd (ICCL) scheme established under the Investor Compensation Act, 1998 (as amended) (the "Act"). A right to compensation will only arise where money or investment instruments held by us on your behalf cannot be returned either for the time being or the foreseeable future and where you fall within the definition of eligible investor as contained in the Act. Should a right to compensation be established, the amount payable is the lesser of, 90% of your loss recognised as being eligible for compensation, or €20,000. We are also a member of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liability of its members firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

**Services Provided** We are authorised to advise you in relation to a wide range of Non-life Insurance products. We research the products on your behalf with the Product Producers (Insurers/Insurance Providers) with whom we hold appointments. We will identify and select suitable products on a fair and personal analysis basis (this means providing services on the basis of a sufficiently large number of contracts and product producers available in the market, who deal with insurance intermediaries, to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs) and on receipt of your instructions we will transmit orders on your behalf to one or more Product Producer(s) as

chosen by you. We will also assist you on existing policies, in processing amendments and cancellations, and in seeking renewal terms. Our Liability scheme covers such as Teachsave and PlumbSave is on a limited market basis, so in such cases, we do not seek an alternative quote basis due to preferential rates and cover for these bespoke covers. A list of the Product Producers with whom we hold an appointment is available on request. We do not guarantee and expressly disclaim responsibility for the financial security of Insurance Companies and product producers with which we place business

In respect of financial services, we offer Life protections covers and pensions to clients on a limited market basis.

**Remuneration and Administration Fees** as an Insurance Intermediary, we are remunerated by commission from Insurers/Insurance Providers for the work and administration involved in placing an order and finalising the product with them on your behalf. We also charge a professional administration fee (our Administration fee) on all New Business, Renewals, Policy Amendments and Policy Cancellation transactions and for Advice without placement of policy (as set out in our Administration fees table). We also reserve the right to amend our Administration fee should the complexity of the product require a higher fee, and this will be agreed with you in advance. Some Insurers/Insurance Providers may also pay additional commission and other types of remuneration, including an economic benefit of any kind offered or given with the insurance contract, that is not related to placement of individual policies. Where a Credit Agreement is put in place between you and Close Brother Premium Finance Ireland, we may earn commission of up to 1% of the premium amount financed.

A summary of the details of all arrangements for any fee, commission, other reward, or remuneration paid or provided to us, which we have agreed with Insurers or product producers is available on our website.

Our Administration fees are applied on the below	
<b>Personal Insurance</b>	<b>Administration fee</b>
New Business / Renewal set up*	Up to €250
Policy Amendment / Cancellation	Up to €250
Duplicate documentation / Letter of Named Experience	Up to €100
<b>Commercial / Business</b>	<b>Administration fee</b>
New Business / Renewal set up*	Up to 50% of premium subject to a minimum of €65
<b>Afterschool Liability scheme Teachsave</b>	Minimum fee €35
Policy Amendment / Cancellation	Up to 30% of premium subject to a minimum of €40
Duplicate documentation / Letter of Named Experience	Up to €25
<b>Advice without placement of policy hourly</b>	
Director / Manager	Up to €200 per hour
Other Staff	Up to €75 per hour
*The New Business / Renewal set up fee is non-refundable	

**Your failure to Pay or other Default** We reserve the right to instigate cancellation of your policy in the event of your failure to pay or other default, including the following: 1. Your non-payment of the premium due at inception, renewal

or following a mid-term alteration; 2. Your non return of necessary documentation, including completed direct debit Insurer mandate / credit agreement within the required timeframe; 3. Your non-payment of an amount due under your Credit Agreement with Close Brothers Premium Finance Ireland or direct debit agreement with your Insurer; 4. Non-disclosure of relevant information or the provision of incorrect or inaccurate information; 5. Insurer/Insurance Provider imposed cancellation. Insurers & Product Producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit.

Details of these provisions will be included in your product terms and conditions.

**Cancellation** You, the customer can cancel your policy by notice in writing at any time. It may be that a rebate of premium is due to you, but this is not always the case. For example, the policy may be subject to a minimum and deposit premium or short period rates may apply during the first period of insurance or if a claim is notified or in other circumstances as advised to you. A motor policy can only be cancelled from the date the Certificate of Insurance and Disc for the vehicle is returned. Insurers/Insurance Providers normally reserve the right to cancel a policy at any time by sending written notification to your last known address. For full details you should refer to the policy document. In the event of cancellation of a policy we will, on request, send you any documentation or provide you with any information to which you have an entitlement. Please note that in the event of cancellation (outside the cooling off period for consumers of 14 days from the policy start date) the New Business / Renewal set up fee remains non-refundable, and our Policy Cancellation fee may also apply (as set out in our Administration fees table above). The Policy Cancellation fee may be deducted from any rebate due to you prior to it being issued to you.

**Cooling off Period** A consumer (as defined by SI No 853 of 2004) has the right to withdraw from an insurance policy (as defined under SI No 853 of 2004) within 14 days of the start date of the policy (except in the case of travel policies whose operative period is for one month or less) 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 O Mahony Insurances Ltd T/A OMI quoting your policy number provided that no claim or adjustment has been made or is intended to be made or no incident has occurred which is likely to give rise to a claim. Should this right be exercised the insurance company may charge for the period you are on cover. For motor insurance the insurance certificate and disc must be received by the firm before the policy can be cancelled. Please note that the New Business / Renewal set up fee is non-refundable (as set out in our Administration fees table above) if you choose to withdraw from the policy within the cooling off period

**Quotations** All quotations are valid for the day the quotation is offered and are issued subject to acceptance by the Insurer/Insurance Provider. A full copy of their policy wording, terms and conditions is available upon request. Quotations through our website(s) are provided based on certain Assumptions as agreed by you. Cover does not come into force until it has been confirmed to you by us. You must check all details in the Assumptions, your Quotation(s) and on any proposal form or statement of facts and pay particular attention to any declaration you must sign. It is important that you read all documents issued to you and ensure that you are aware of the cover, limits, suspensive conditions, and other terms that apply.

**Disclosure of Information** Your 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.

If you are ever in doubt about whether or not something needs to be disclosed, the safest course of action is to disclose it. Please ask us if you have any questions.

**Premium Handling & Money Laundering** We will accept payment by cash, cheque, and credit/debit card in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995 (as amended). We are not authorised to accept negotiable instruments in any other circumstances. Premiums are due on or before the inception / renewal date or before any policy changes which result in an additional fee. It is your responsibility to ensure that your payment has reached us and that your policy has been inception / renewed / amended. If we do not receive your payment on or before your renewal date, your policy will lapse, and no cover will be in place. We will not charge or refund customers where there is an outstanding balance amounting to €1 or less. Where payment is by credit / debit card, any subsequent refund due may be refunded to the card used to make the payment. We reserve the right to request any facts about you which we reasonably believe we need to know to comply with our legal or other money laundering requirements.

**Data Protection** We are subject to the requirements of the General Data Protection Regulation 2018 (GDPR) and the Data Protection Act 2018. We are committed to protecting and respecting your privacy. Your data will be processed only in ways compatible with the purposes for which it was collected from or was given by you and as outlined in our data Privacy Notice, this will be given to all our clients at the time of data collection. By proceeding with your Quotation(s) or policy you agree to the terms of our Privacy Notice. We will ensure that this Privacy Notice is easily accessible. Please refer to our website [www.omi.ie](http://www.omi.ie) and if this medium is not suitable, we will ensure that you can easily receive a hard copy by post or by email. Please contact us at [info@omi.ie](mailto:info@omi.ie) if you have any concerns about your personal data.

**Conflict of Interests** It is our policy to avoid any conflict of interest when providing business services to clients. However, where an unavoidable conflict arises, we will advise you of it before proceeding with such services. In some cases, we may be a party to a profit-share arrangement with product producers where we provide extra services for the provider. Any business arranged with these providers on your behalf is placed with them as they are at the time of placement the most suitable to meet your requirements taking all relevant information, demands and needs into account.

**Complaints Procedure** This firm has a written procedure in place for the effective consideration and handling of complaints. Complaints should be addressed to The Managing Director, O Mahony Insurances Ltd, Exham House, The Fingerpost, Douglas, Cork T12 PDD2. Complaints will be recorded and acknowledged in writing within 5 working days. All complaints will be fully investigated, and the outcome of the investigation will be communicated to the complainant. We will provide a complainant with regular updates at intervals not greater than 20 days and will attempt to resolve a complaint within 40 business days. If your complaint is still not resolved to your satisfaction, and as a final step, you may refer your complaint to the Financial Services & Pension Ombudsman's Bureau, Lincoln House,

Lincoln Place, Dublin 2, Tel: 01 567 7000 Email: [info@fspo.ie](mailto:info@fspo.ie) A copy of complaints procedure is available on request.

**Consumer Insurance Contract Act 2019** Following the commencement of the Consumer Insurance Contract Act 2019 which was implemented to protect consumers there is important information that you should be aware of and which we are bringing to your attention. There are obligations on you as the consumer and duties that you must fulfil at the various stages of the process of arranging and renewing your insurance policy. So please read the following information very carefully and if you have any questions, please ask a member of our staff.

#### **Pre-Contract Stage**

Before a contract of insurance is entered into, you as the consumer need to understand the following:

- If an insurer asks a specific question, it must be presumed that the matter to which it relates is material to the risk undertaken by the insurer or the calculation of the premium by that insurer, or both.
- You as the consumer are under a duty to answer all the questions posed by the insurer honestly and with reasonable

care. We are advising you that this is extremely important to adhere to.

### **New Business & Renewal**

A consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 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. (This does not affect notice periods already in place, i.e., 30 days in respect of life policies and 14 days in respect of general policies under respective pieces of legislation).

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**

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 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.

**Governing Law** These Terms of Business are subject to the laws of Ireland and the Courts of Ireland has exclusive jurisdiction over any dispute.

**Terms of Business dated 16 August 2021 We** may amend, modify, or update these Terms of Business from time to time at any time without prior notice, and the amended version will be published on our website(s), and you will be provided with an up-to-date copy on next placing a new policy or renewing your policy with us.