

## TERMS OF BUSINESS STATEMENT

**Gerry O Mahony Insurances t/a O'Mahony Insurances & Roe & O'Mahony Insurances Ltd** is regulated by the Central Bank of Ireland under the Investment Intermediaries Act 1995 (as amended) and as an Insurance Intermediary under the Insurance Mediation Directive 2005. Copies of our statements of Authorised Status from the Central Bank of Ireland 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).

### Statutory Codes

**Gerry O Mahony Insurances t/a O'Mahony Insurances & Roe & O'Mahony Insurances Ltd** is subject to and complies with the Consumer Protection Code, the Minimum Competency Code and the Fitness and Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank of Ireland website [www.centralbank.ie](http://www.centralbank.ie)

**Gerry O Mahony Insurances t/a O'Mahony Insurances & Roe & O'Mahony Insurances Ltd** has offices at the following location: **Whitethorns, Castletroy, Limerick**

**T: 061 334433**

**E: [info@omahonygroup.com](mailto:info@omahonygroup.com)**

### Services Provided

As an Independent Broker we offer advice on a fair analysis basis in relation to Financial Services products and services. On your behalf we will carry out a fair analysis of the market available to us; taking account of a sufficiently large number of contracts and product producers to enable us to make a professional recommendation to meet your Financial Services requirements.

We offer our clients an extensive choice of suitable products that best serve their needs and circumstances. On receipt of your instructions we will transmit orders on your behalf to one or more product producers with whom we hold a written appointment.

As a Deposit broker we can advise you on your deposit options.

### Remuneration Structure

We are remunerated for the business services we offer you our client in a number of ways:

By the product providers with whom we place business in the form of a commission payment

**or**

By you directly in the form of a fee which we will discuss and agree in advance of all transactions.

**and/or**

You also have the option to pay for the independent services we provide by way of a professional fee and/or by way of a combination of commissions and fees.

### Premium Handling

We will accept payments in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995. We are not authorised to accept cash or negotiable instruments in any other circumstances.

### Conflicts of Interest

Our employees are required to comply with a policy of independence and disregard any conflict of interest when making a recommendation to you.

### Investor Compensation

Investor Compensation Company Ltd (ICCL) Scheme

**Gerry O Mahony Insurances t/a O'Mahony Insurances & Roe & O'Mahony Insurances Ltd** 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 client 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.

#### Irish Brokers Association (IBA) Compensation Fund Ltd

As a member of the Irish Brokers Association (IBA), **Gerry O Mahony Insurances t/a O'Mahony Insurances & Roe & O'Mahony 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 in 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.

#### Complaints Procedure

We have a written complaints procedure for the effective handling of all complaints

- We will acknowledge receipt of your complaint in writing within 5 working days
- A written update will be issued to you every 20 days by a nominated individual within our firm
- A comprehensive response to your complaint will be issued within 8 weeks of receipt of your initial complaint
- In the event of any failure to resolve your complaint you may raise this matter with the Financial Services Ombudsman Bureau  
Tel: 1890 – 88 20 90  
enquiries@financialombudsman.ie  
Pension Ombudsman 01 – 6471650  
[info@pensionombudsman.ie](mailto:info@pensionombudsman.ie)
- Our full Complaints Procedure is available on request

#### Failure to Pay or Default

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 policy terms and conditions. We will also exercise our legal right to receive any payments due to us for business services provided in the event of a default in payment.

If we have arranged for your fee to be offset by commissions derived from a product which you subsequently cancel or cease to pay, and in consequence we are obliged to refund commissions paid to us, we reserve the right to charge you a fee to reimburse us for the amount of commission refunded.

#### Duty to Disclose Information

It is your responsibility to provide complete and accurate information for insurers when arranging an insurance policy. 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.

#### Data Protection

**Gerry O Mahony Insurances t/a O'Mahony Insurances & Roe & O'Mahony 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 it is used only 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 office holds about you and to have any inaccuracies in that information corrected.

**I acknowledge and confirm that I have been provided with a copy of the Terms of Business Gerry Mahony Insurances t/a O'Mahony Insurances & Roe & O'Mahony Insurances Ltd and that I have read through, understand and agree to these terms.**

**\*I do not wish to be contacted or receive information on products and services available from Gerry O Mahony Insurances t/a O'Mahony Insurances & Roe & O'Mahony Insurances Ltd**

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Client 1 name:**

**Policy Number:**

**Address:**

**Phone Number:**

**Client 2 name:**

**Policy Number:**

**Address:**

**Phone Number:**