

**Gogan Insurances Ltd t/a Gogans**  
**Unit A5 Nutgrove Office Park**  
**Rathfarnham**  
**Dublin 14**  
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Gogan Insurances Ltd t/a Gogans (hereinafter shown as Gogans) is regulated by the Central Bank of Ireland.

### **Terms of Business**

These terms of business set out the basis on which Gogans 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.

Gogans is regulated by the Central Bank of Ireland and is a member of the Irish Brokers Association.

### **Authorised Status**

Gogans is authorised by the Central Bank of Ireland under the Investment Intermediaries Act 1995, and is registered with the Central Bank of Ireland as an Insurance Intermediary under the Insurance Mediation Directive

Gogans is also registered with the National Consumer Agency to act as a Credit Intermediary.

### **Statutory Codes**

Gogans is subject to and complies with the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards as laid down by the Central Bank of Ireland. These codes are available for inspection on the Central Bank of Ireland's website [www.centralbank.ie](http://www.centralbank.ie).

### **Services Provided**

We will offer advice on a fair analysis basis in relation to all classes of insurance policies. This means we will research the market place and providers and recommend the best product to suit your own needs.

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 process applies to all classes of insurance policies with the exception of Schemes which are managed by us and Health Insurance which is placed with Aviva Health.
- A Scheme is an arrangement whereby agreement is reached with a Product Producer (Insurer) to accept risks of a particular class at preferential terms and premium. For example, we presently arrange Schemes for Sports Personal Accident, Legal Expenses, Coach Liability and Jewellers. If we have a Scheme in existence for the risk presented then we may not seek to obtain alternative quotations.
- Other than for Schemes and Health Insurance this firm does not have a 'tied' relationship with any Product Producer (Insurer) which would compromise our ability to offer you independent advice and choice.

## **Your Protection**

We maintain Professional Indemnity Insurance.

Calls may be recorded for training and training purposes and these recordings may be used in the event of a dispute.

## **Remuneration and Fees**

Gogans 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 undernoted. 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. Details of commission arrangements are available on request (Some product producers do not pay a commission)

### Scale of Fees

	Initial Fee	Renewal	Policy Alterations/ Cancellation *
Motor	Up to a max of 20%	Up to a max of 20%	Up to a max of 20%
Household	Up to a max of 20%	Up to a max of 20%	Up to a max of 20%
Commercial *	Up to a max of 20%	Up to a max of 20%	Up to a max of 20%

\* Includes Return Premiums

We reserve the right to amend these fees should the complexity of the product require a higher fee. We will confirm and agree this fee with you prior to any increased charge being applied.

A fee of €40 will be charged for all duplicate documentation and for all cheques that have to be re-issued.

## **Conflict of Interests**

It is the policy of Gogans 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**

Gogans will accept payments in cash, by cheque 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. Gogans are 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 legislation very strict rules apply in respect of 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.

## **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.

We recommend that you read your policy document and schedule to familiarise yourself with any terms, conditions and/or warranties.

If you are unsure of any wording within your policy please contact us.

### **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 the Managing Director of Gogans.

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 firm's 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 complain to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

### **Investor Compensation Company Ltd (ICCL) Scheme**

Gogans is a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. The legislation provides 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.

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

As a member of the Irish Brokers Association (IBA), Gogans 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.

### **Data Protection**

Gogans 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. 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.

## **Financial Services**

### **Life Assurance, Investments and Pensions:**

**Gogans** provides life assurance and pensions on a Fair Analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

Life Assurance companies and some Product Producers provide products such as Life Assurance, Serious Illness Cover Income protection, Savings, Investments, Pensions and PRSAs. Depending on your individual circumstances, we may provide you with advice in relation to the nature of these products and which product(s) may be suitable for your needs.

You may, however, have particular areas of interest; in this case, we will be happy to give specific advice. We can give you a choice of different Life and Pension products from the Insurance Companies and Product Producers with whom we hold an appointment. On your instruction we can receive and transmit orders for such products on your behalf to these Insurers and Product Producers.

With your agreement, we may review the policies you take out on a periodic basis to ensure you are kept informed as to their benefit and to check whether they are still suitable for your needs. We will also provide assistance to you for any queries you may have in relation to the policies or in the event of a claim during the life of the policies.

We will assist you with any queries you may have in relation to the policies or in the event of a claim during the life of the policies and we will explain to you the various restrictions, conditions and exclusions attached to your policies. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover; particularly in relation to Permanent Health/Income Protection Insurance and Serious Illness.

Specifically on the subject of Permanent Health/Income Protection Insurance policies it is our policy to explain to you a) the meaning of disability as defined in the policy; b) the benefits available under the policy; c) the general exclusions that apply to the policy; and d) the reductions applied to the benefit where there are disability payments from other sources.

For a Serious Illness policy, we will explain clearly to you the restrictions, conditions and general exclusions which attach to that policy.

**Gogans** may be remunerated by the Insurance Company and Product Producer to whom orders are transmitted. Details of these payments will be included in a product information document which you will receive before an application form for a product is completed, and extended details will also be included with your cooling-off letter.

### **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 also change. You must advise us of any changes and request a review of the relevant policy so that we can ensure that you are provided with up to date advice and a product best suited to your needs.

Failure to contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

**This is the final page of Gogans Terms of Business. You should retain this document carefully as you may wish to refer to it again at a future date.**

**Pease complete, sign and return this page to Gogans**

**Terms of Business**

I acknowledge and confirm that I have been provided with a copy of the Terms of Business of Gogan Insurances Ltd t/a Gogans and that I have read through, understand and agree to these terms.

**Method of Contact**

We would like to contact you by text (SMS) and/or Email, if you are happy for us to contact you by this method please tick the box below.

Yes, I am happy to receive correspondence from Gogans by SMS and/or Email

No, I would prefer not to receive correspondence from Gogans by SMS and/or Email

**Name**

**Signed**

**Date**

**Address**

  
  
  

**Contact Details**

**Phone**

**Mobile**

**Email**