

Terms and Conditions

Please read the following website conditions carefully. By accessing this website you agree to be bound by these website conditions. If you do not agree please do not access this site. Please note that unauthorised use or downloading of material from this website is prohibited.

Content

The Insurance Shop Ltd t/a The Insurance Shop is providing this site on an "as is" basis and makes no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties. Additionally The Insurance Shop Ltd makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site. The information contained in this site may contain technical inaccuracies or typographical errors. All liability of The Insurance Shop howsoever arising (whether in contract, tort or negligence) for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

Advice

The website pages of this site are for information only and do not constitute financial or other professional advice in any way. We recommend that you seek advice from a financial consultant before making any financial or investment decisions. More details and full terms and conditions on all our products and services are available on request.

Access to the Site

The Insurance Shop Ltd t/a The Insurance Shop will use reasonable efforts to make our site and its content available to users. However we do not warrant or represent that access to this site will be uninterrupted, reliable or fault free.

No Damage Arising from Use

To the fullest extent permitted by law neither The Insurance Shop Ltd t/a The Insurance Shop or any of its directors, employees or agents will be liable for damages arising out of or in connection the use of this site, the information in it or the unavailability of the site or its content. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and third party claims, save that nothing shall exclude or restrict liability for death or personal injury resulting from the negligence of The Insurance Shop Ltd, its directors, employees or agents.

Links to Other Sites

Certain links, including hypertext links, in this site will lead you to web sites or pages that are not under the control of The Insurance Shop Ltd t/a The Insurance Shop. Links are provided for convenience and inclusion of any link does not imply endorsements in any way of the site to which it links. The Insurance Shop Ltd t/a The Insurance Shop accepts no responsibility for information contained in any of the sites which can be accessed by hypertext link from these pages or for these sites not being available at all times.

Alterations

The Insurance Shop Ltd reserves the right at any time without notice to revise the contents of this site including these website conditions. Any changes to these website conditions will be posted on this site and by continuing to use this site following any such change you will signify that you agree to be bound by the revised website conditions.

Privacy Policy

You agree to the use of any personal data we may hold on you in accordance with the terms of our Privacy Policy.

Force Majeure

We shall not be liable to users for any breach of these conditions of use or any failure to provide or delay in providing our services through our site resulting from any event or circumstance beyond our reasonable control including, without limitation, strikes, lock outs and other industrial disputes, breakdown of systems or network access, fire explosion or accident.

Applicable Law

These conditions shall be governed and construed in accordance with Irish Law and any disputes shall fall within the exclusive jurisdiction of the Irish Courts. If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Client Protection

**The Central Bank of Ireland is the regulatory body for Insurance intermediaries.
The Insurance Shop Ltd t/a The Insurance Shop is regulated as Multi Agency Intermediaries by The Central Bank of Ireland.**

The Insurance Shop Ltd t/a The Insurance Shop provides a full range of insurance advice to the corporate and personal sectors including the placing of insurance contracts and related claims handling and risk management services. The Insurance Shop Ltd t/a The Insurance Shop also offer advice on life insurance and pensions

Mid Term Adjustments/Remuneration

The Insurance Shop Ltd t/a The Insurance Shop charge a documentation fee for each transaction in respect of all products i.e. private motor, household, legal expenses and activity related policies. A minimum documentation fee will be charged in respect of all other policies. The documentation fee is displayed on our invoices.

The Insurance Shop Ltd t/a The Insurance Shop are remunerated by the product producers on a commission basis, the level of which is determined by the policy class being underwritten. In addition the company may charge a brokerage fee, which will be determined by a number of factors including class of business, specialist skills, complexity value, risk urgency and amount of commission receivable. Our brokerage fee will be clearly displayed on our invoices.

Commission levels are available upon request.

Default/Remedies

All insurances are effected 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 of Ireland 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. We may charge an administration fee on such a transaction.

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.

Receipts

The Insurance Shop Ltd t/a The Insurance Shop will issue a receipt for all payments received in accordance with section 30 of the Investment Intermediaries Act 1995. These receipts are issued for our client's protection and should be held safely by the client.

Handing Clients Money

The Insurance Shop Ltd t/a The Insurance Shop 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.

Credit Terms

The Insurance Shop Ltd t/a The Insurance Shop are obliged as Multi Agency 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, The Insurance Shop Ltd t/a The Insurance Shop are prevented from paying any premiums to Insurers, which have not been paid to The Insurance Shop Ltd t/a The Insurance Shop.

The Insurance Shop Ltd t/a The Insurance Shop 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.

Documentation

The Insurance Shop Ltd t/a The Insurance Shop 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.

The Insurance Shop Ltd t/a The Insurance Shop 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

The Insurance Shop Ltd t/a The Insurance Shop will retain records of the Insurance contracts(s) we arrange on your behalf. We will automatically destroy these records after specified periods unless you ask us to do otherwise. We are happy to provide this service free of charge for as long as we remain your Broker.

Money Laundering (Criminal Justice Act 1994)

The Insurance Shop Ltd t/a The Insurance Shop are required to comply with the legislation in respect of Money Laundering 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

The Insurance Shop Ltd t/a The Insurance Shop hold letters of appointment from all of the main Insurers as the Insurance markets are continually changing a detailed list of these Product Providers is available on request

Licensed and Approved Insurers

The Insurance Shop Ltd t/a The Insurance Shop 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.

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.

Data Protection

The Insurance Shop Ltd t/a The Insurance Shop is a Data Controller as defined in the Data Protection Act 1998 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 1998(as amended or re-enacted from time to time) that our office holds about you and to have any inaccuracies in that information corrected.

Complaints Procedure

The Insurance Shop Ltd t/a The Insurance Shop have an agreed complaints procedure in accordance with ISO procedures and regularly canvas clients for both compliments and complaints.

The following persons deal with any complaint within The Insurance Shop Ltd t/a The Insurance Shop
Managing Director or Compliance Officer Phone: 01 8366663

If it has not been possible to resolve the Customers complaint, and the customer remains dissatisfied with the outcome, we will advise them of their entitlement to refer the complaint to one of the following bodies.

Irish Brokers Association (IBA), 87 Merrion Square, Dublin 2

Phone: (01) 661 3061

Insurance Ombudsman of Ireland, 18 Lower Leeson Street, Dublin 2

Phone: (01) 678 5222

The Central bank of Ireland, PO Box 9138, College Green, Dublin 2

Phone: (01) 410 4000

Commitment to Clients Best Interests

Insurance contracts are tailored to meet the specific requirements of each client and while similar products may be provided by direct insurers, these may not always be on the same terms and conditions which offer the best protection for the clients.

The Insurance Shop Ltd t/a The Insurance Shop hold letters of appointment from all the leading Product Providers who provide cover in Ireland. It is the policy and practice at The Insurance Shop Ltd t/a The Insurance Shop to recommend the various covers to clients irrespective of cost or the Product Providers, based on the various covers, service, stability and consistency of the market involved.

The Insurance Shop Ltd t/a The Insurance Shop will highlight any alternative markets to which The Insurance Shop Ltd t/a The Insurance Shop do not hold written letters of appointment and to which The Insurance Shop Ltd t/a The Insurance Shop do not have access. However The Insurance Shop Ltd t/a The Insurance Shop cannot comment on the specific covers which may be provided by these Insurers or on the level of service or security provided as they may be direct insurers.

The Insurance Shop Ltd t/a The Insurance Shop will be happy to provide advice on any insurance contracts and policy wording provided to them as part of our quotation and insurance review. This work will be undertaken at an agreed fee.

As of September 2011.