

# Terms of Business

## About Post Insurance

These Terms of Business set out the basis on which Post Insurance (we/us/our) will provide business services to you. Please read this document carefully and use this information to help you decide if our products and services are right for you. By proceeding with your insurance policy through Post Insurance, you agree to the terms as per this document.

One Direct (Ireland) Limited, trading as Post Insurance, is regulated by the Central Bank of Ireland. Post Insurance is a wholly owned subsidiary company within the An Post Group.

One Direct (Ireland) Limited is a private limited company registered in Ireland under Company Number 452399. Our registered office is GPO, O'Connell St., Dublin 1, D01 F5P2 and our principal contact address for you is Post Insurance, Athlone Business Park, Athlone, Co. Westmeath, N37 EF40.

One Direct (Ireland) Limited is registered as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations 2005. This can be verified by the Insurance Mediation Register, which is available on the Central Bank of Ireland website: [www.centralbank.ie](http://www.centralbank.ie).

Codes of Conduct are imposed by the Central Bank of Ireland. We are subject to the Consumer Protection Code and Minimum Competency Code which offers protection to consumers. These codes can be found on the Central Bank's website: [www.centralbank.ie](http://www.centralbank.ie).

We are a member of the Investor Compensation Scheme, (under the Investor Compensation Act, 1998). This provides that compensation will be payable where money or investment instruments owed or belonging to clients are held, or in the case of investment instruments, administered or managed by us, cannot be returned to those clients for the time being and there is no reasonably foreseeable opportunity of us being able to do so. Clients eligible under the scheme may receive 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998, or compensation of up to €20,000, whichever is the lesser.

We are authorised to receive and transmit orders on your behalf for products in the categories of General Insurance and Life Assurance. We sell products on a limited analysis of the market, which means we will only supply products and services for providers/underwriters, who we hold a written appointment with. We provide advice on the products we sell.

Post Insurance holds written appointments with the following product providers/underwriters and conducts business with these providers/underwriters only:

Provider/Underwriter	Product/Service
Aviva Insurance Ireland DAC	Car & Home Insurance
AIG Europe S.A.	Car Insurance
FBD Insurance plc	Car Insurance
New Ireland Assurance Company plc <sup>♦</sup>	Life Assurance Products – Over 50s Funeral Plan, Life Choice – You and Family, Life Choice – Home and Life Choice – Assets
Chubb European Group SE	Travel Insurance
DAS Legal Expenses Insurance Company Limited	Family Legal Protection & Motor Legal Protection
Kainos Associates LLP	Pet Insurance
Time Broker Services Limited, trading as Keycare Ireland	Keycare Insurance
MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland	Home Emergency Assistance

<sup>♦</sup>One Direct (Ireland) Limited, trading as Post Insurance, is a tied agent of New Ireland Assurance Company plc for life assurance business. Life assurance policies are underwritten and provided by New Ireland Assurance Company plc.

## Right of Withdrawal/Cooling-Off Period

You, the Consumer, may withdraw from a Post Insurance contract, within a specified period, without penalty and without giving any reason.

For Car, Home and Pet Insurance, this period is 14 days from the commencement of your policy or the date you receive your policy documents, whichever is later.

Should you wish to avail of this right of withdrawal, you must send written instruction, inclusive of your policy number, to Post Insurance requesting the cancellation of the policy. If required, you will also need to return any policy documentation with this request. As long as you haven't made any claims, we will work out the premium for the period we have been insuring you and refund the balance. This right of withdrawal is without penalty, however, the set-up/renewal fee (if applicable) is non refundable.

For all Life Assurance products, this cooling-off period is 30 days from the commencement of your policy or the date you receive your policy documents, whichever is later. During this time you may cancel your policy with no charge and any premiums paid will be refunded, you must confirm this in writing.

## Cancellation

Should you wish to cancel your policy, you must send a written instruction, inclusive of your policy number and, if required, return your policy documentation to Post Insurance. A cancellation fee may apply.

Post Insurance may cancel your policy. If this happens, we will issue prior written notification of this to your last known address by registered post. Car Insurance notifications will be issued 10 days before the cancellation date. Home Insurance notifications will be issued 14 days before the cancellation date.

For life assurance policies that are cancelled, protection benefits will cease at cancellation and no refunds will be payable for time on cover.

## Complaints

Post Insurance will acknowledge complaints within five business days of receipt. The complaint will be fully investigated and a full response will be provided to you. If you remain dissatisfied with the handling and response to your complaint, you have the right to refer your complaint to the Financial Services and Pensions Ombudsman on +353 1567 7000.

## Data Protection

Post Insurance abides by the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation. If you have any queries with regards to Data Protection you may contact us or alternatively the Data Protection Commission, Canal House, Station Road, Portllington, Co. Laois, R32 AP23, Ireland, Tel +353 57 868 4800.

The information that you provide will be used to administer the products and services we supply to you and any future agreements we may have with you. For this purpose, information may be shared in confidence with third parties both inside and outside the European Economic Area. We may also use your information for marketing purposes with your specific consent. Calls may be recorded for verification and training purposes.

Further information on how we process personal data and your data subject rights please see our Privacy Notice which is included with all quotation and renewal document packs, and is also available online at [www.postinsurance.ie/data-protection](http://www.postinsurance.ie/data-protection).

## Governing Law

The laws of Ireland apply to all Post Insurance products and services and the Irish Courts have jurisdiction to hear any disputes that may arise.

## Language

All communications in respect of all products will be in English.

## Conflicts of Interest

When providing products and services to you, Post Insurance will try to avoid any conflicts of interest. Sometimes however an unavoidable conflict may arise. If such conflict arises we will write to you to outline the nature of the conflict.

## Default

Post Insurance is entitled to receive payments due from clients for business services provided by it and to be reimbursed for any default in any payment due to the firm. If you fail to comply with the Terms and Conditions of any product provided to you by Post Insurance, Post Insurance will take such steps as may be necessary to recover any monies due to us, including the making of demands, the instigation of legal proceedings, the appointment of a receiver, the enforcement of security and all other rights available to us. Post Insurance may also withdraw any benefits of your product.

## General

In arranging and placing insurance policies, on behalf of our Customers, with any of our Insurance product providers/underwriters, Post Insurance acts on behalf of both our Customer and our Insurance product providers/underwriter. As an intermediary for our Customers, Post Insurance always acts in the best interest of our Customers.

Registered for VAT 95794940.

## Receipts

For home and motor policies, you can access receipts online relating to payments made against your premium payment plan agreement. Secure online access is provided via our website: [www.postinsurance.ie](http://www.postinsurance.ie). You will be able to view and print your receipts by clicking on the "Payment Receipt" link at the top of the home page, using your reference number and date of birth.

## Fees & Commission

	Car Insurance	Home Insurance
Set Up	€40	€35
°Mid-Term Adjustment*	€43	€29.50
Renewal	€50	€30
Cancellation*	€43	€29.50
Duplicate documentation	€25	N/A
Suspension of Policy	€43	N/A
Premium Payment Plan Service Fee†	7% of Total Amount Payable	7% of Total Amount Payable

All fees outlined above are paid directly by our customers to us regardless of whether the provider/underwriter charges a premium or not.

Set Up, Mid-Term Adjustment & Renewal Fees are non refundable.

°Mid-term adjustments relate to any temporary or permanent adjustment made during the term of an active policy.

**Keycare** - all our Car Insurance policies automatically include Keycare cover, which has been tailored for our customers' protection, at a cost of €10.

**Commission** - Post Insurance may receive commission and other payments from product providers/underwriters for the products we sell. The commission is included in the premium which you pay to us. Further details are available upon request.

## Premium Rebate

\*If you make an alteration to or cancel your policy and this results in an adjustment in premium, the provider/underwriter will not charge you for premium adjustments less than €20, nor will they refund you any premium amounts of less than €20. If after the application of the Post Insurance fee, the adjustment amounts to less than €5.00, Post Insurance will not refund/charge this amount. If you pay by instalment, any rebate due to you will be added to your remaining balance and the outstanding balance/refund will be determined. Please note that any fee or outstanding balance owed to us, as outlined in the fees details above, will be deducted from any rebate due to you, as agreed with you on each instance.

†A Premium Payment Plan Service Fee applies if you choose to pay your premium by monthly instalments. If you make an alteration to or cancel your policy and this results in an increase in premium, the service fee applicable to you will be added to the Total Amount Payable at alteration stage after all other fees have been applied. If the adjustment generates a refund to you, you will also receive a proportionate refund of the Premium Payment Plan Service Fee that applies to your policy; the refund will be calculated before any other fee has been applied. In all instances, where an outstanding balance or rebate of less than €5.00 is due, Post Insurance will not charge or refund this amount.

**THESE TERMS OF BUSINESS ARE VALID FROM 1ST FEBRUARY 2019 UNTIL FURTHER NOTICE.**

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