

Terms of Business: PHI Consulting (Ireland) Ltd (trading as Total Health Cover)

- **Total Health Cover is a trading name of PHI Consulting (Ireland) Ltd trading from;** 8 South Strand, Convent Lane Rush, Co. Dublin. Email: info@totalhealthcover.ie. Phone: 00353 87 9402771. PHI Consulting (Ireland Ltd) is registered as an insurance intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended).
- **Our Services** - We are an Insurance Intermediary specialising in Healthcare Benefits. We advise our clients on their insurance needs based on a fair analysis of the market and recommend insurance cover in accordance with their requirements. In the normal course of events we will agree in advance the extent of our services to be provided with each individual client. We may hold agency agreements with relevant insurance companies who provide various insurance products, but our standard approach is to offer our services on a fee-basis only across the market. This ensures that our clients receive impartial advice at all times across all plans. Our aim is to help clients select the most appropriate cover for their needs but the final decision on cover always rests with the client.
- **Conflicts of Interest** - In the unlikely event that any conflict of interest should arise, we will ensure that our clients are fairly treated whilst discharging our obligation to the market. Where there is potential for conflict of interest, we will advise our clients accordingly to allow them to decide how, or if they wish to proceed with our services.
- **Remuneration** - Our normal method of remuneration is by fee or where necessary via a commission payment. In some cases, our remuneration may be a combination of both. These will be disclosed to you either before you accept any of our services or as part of the normal generic or specific disclosure requirements as set out by the Central Bank of Ireland. Our standard rate for individual or family reviews is €125 (phone-based) or €195 for a face-to-face consultation. For corporate or company scheme reviews, an hourly rate of €150 applies but each enquiry is assessed on a case-by-case basis depending on the scheme size and requirements. In most cases, a fixed cost for the review is agreed up-front.
- **Cooling-Off Period / Cancellation** - Your entitlement to exercise a right of withdrawal from the policy is detailed in each insurers' policy documentation. Both you and the insurer can cancel the policy by notice in writing to your broker in accordance with the terms of your policy. Alternatively, you can issue this notice directly to the insurer in question.
- **Duty of Disclosure to Insurers & Duty of Utmost Good Faith** - The law in the Republic of Ireland deems insurance to be a special class of contract, which imposes onerous duties upon prospective clients and their agents, obliging them to act with good faith towards insurers at all times. We are obliged to disclose to insurers, before the contract is concluded, all material information to which they are entitled, and ought to be aware of. A breach of duty to act with utmost good faith, or failure to disclose any material information, will entitle insurers to deem the policy of insurance null and void from inception, and act as if the policy never existed and seek recovery of all claims paid under the policy. Insurers would, in most instances be obliged to rebate premiums paid. Duties of disclosure and utmost good faith also extend to the claims process and to any situations during the policy period where you are required under the terms of the policy to provide information to insurers. When completing proposal or claim forms, the accuracy of all answers, statements and/or information, is the sole responsibility of the insured.
- **Insurer / Provider Security** - We cannot, and do not, guarantee the solvency or continuing solvency of any insurer/ product producer with whom we deal with or hold agency agreements, and it should be noted that the financial position of an insurer / product producer may change after cover has been incepted. Claims or return premiums may arise under policies where one or more insurers sharing the risk has become insolvent or is delaying settlement. We cannot, and do not accept liability for any unallocated proportion.
- **Default** - Insurers are entitled to cancel cover if premiums are not paid to them. It is therefore critical to the guaranteed continuance of your insurance cover that your premium is paid in full by the due date. It is important to note, when paying insurance premiums, they should always be paid direct to the insurers / provider and you clearly specify the transaction to which the payment applies. We do not handle client premium for any health product payments.
- **Complaints** – We have procedures in place for the effective consideration and handling of complaints. All complaints should be addressed or directed to the Managing Director at the above address. All complaints will be fully investigated and the outcome of this investigation will be communicated to the person who raised the complaint. In the event that you remain dissatisfied with our handling of and response to your complaint, you may contact the Financial Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
- **Language** - All communications in respect of our services will be in English.

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 - **In relation to your Data, the new General Data Protection Regulations (GDPR)** will come into effect from 25th May 2018. In addition to our general privacy policy, this document sets out exactly what data we require to provide our healthcare advisory and consultancy services and further details regarding the uses, security and sharing of such data.
 - **What Data We Need** – Total Health Cover will be the 'Controller' of your personal data. Unless otherwise agreed with you, we will collect both basic personal data for your file (name, address, dates of birth, email, phone number, existing health cover details) and also sensitive personal data for the purposes of giving you specific advice on your cover requirements (cover preferences, budget, preferred hospitals, medical history etc.).
If you are a company or group scheme contacting us about cover for your members, we will require similar data for the provision of our services.
 - **Why We Need It** – We need this data to deliver the specific healthcare consultancy & advisory services that you have engaged us to provide as per our Terms of Business, and to assert our right to be recognised and remunerated for these services. If you do not provide this information, we will not be in a position to treat you as a client and to provide 'best advice' in this regard.
We will only collect data that is relevant to the provision of our services and to effectively communicate with you in this regard, nothing more.
 - **What We Do With It** – All the personal data that we hold about you will be processed and maintained by our staff in Ireland. In the majority of cases, our customers will set up their own cover directly with the healthcare provider on completion of a review.
Where a customer expressly instructs or authorises us to set up cover on their behalf, then the required data (name, date of birth, address, contact details, plan name, previous cover details, effective date, PPS number and payment details) will be provided to that third party insurer.
For group scheme enquiries, we often have to provide certain anonymous data such as dates of birth or general age profile for the negotiation of concessions such as discounts or waiting period waivers.
Please note that your data may have to be provided to third parties where there is a legal obligation to do so.
Where data is backed up remotely, this data is kept on servers within the European Union. In conjunction with our service providers, we take all reasonable steps to ensure your data is processed discreetly and kept securely. Our IT service providers are the following;
→ Bluecloud ICT Ltd - 39 Dublin St, Balbriggan, Co. Dublin
→ ITS New Media - 43 Mill St, Gilford, Craigavon, UK
- Where we hold an agency agreement with a health insurer and you instruct us to place your policy via this agency, we will have access to essential data relating to your policy (those insured, plan name and renewal date, payment method). We will never be able to access your personal claims data or your specific payment data. Apart from the above, your data remains personal to us at all times and will never be shared with any third party unless we receive consent or a specific instruction from you, our client.
- **How Long We Keep It** – In line with the Central Bank Consumer Code, we must retain details on all clients for a minimum of 6 years from the date our services were provided. Your data may be kept after this minimum period in case any query or complaint arises or the customer seeks to re-engage our services. Only then will this historical data be accessed to determine your exact cover requirements going forward.

- **What Else We May Use It For** – Your data will not be used for any other purposes outside of our core activity which is the provision of healthcare consultancy & advisory services. If we decide to extend our services or product range, no details will be issued to you unless you specifically request same or we receive separate consent from you in this regard.
 - **Queries Regarding Other Insurance Services** – Our clients often ask for recommendations regarding other aspects of insurance advice covering life and general insurance products. Where we recommend other third party providers, we will never send on your data to any third party provider unless you expressly instruct us to do so. In most cases, we will simply give you their contact details for you to contact them directly.
 - **Health Cover Reviews For Parents or Other Third Parties** – We often receive enquiries from customers looking to review cover for their dependents, parents or other relatives / friends. We are always happy to provide our services in this regard but in future we will require consent from the third party to confirm they are happy for us to discuss their cover requirements with you. Alternatively, we will deal with you directly as the insured party even though the cover may be for a another person and you will then be responsible for explaining all aspects of the review process to this third party and for any decisions taken in this regard. Please note that we can only deal with the person who engages our services from the commencement of the review, and cannot engage with a different party later in the review process.
 - **Existing Customers Who Are on an Agency or Commission Basis** – We are often asked to place business with a health insurer who operates on a commission or agency basis. Where these customers contact us with queries on their cover, we will access your policy details online with this insurer (name, date of birth, plan name, renewal date, dependents' details etc.) solely for the purpose of giving you correct information on your query. We will also access these details approximately 3-4 weeks prior to your renewal date solely for the purpose of completing a full review of your cover requirements for the next insurance year. Apart from this, your data will never be accessed by ourselves and will never be shared with any other third party. The same will apply to any group scheme or company scheme customers who have a group scheme with a health insurer operating on a commission or agency basis. By placing your policy via our agency, you consent fully to these terms whether as an individual, family or company scheme client.
 - **Request For Consent** – If a situation arises where we are engaged to provide a health insurance advisory or consultancy service not covered by this document, we may request separate consent from the customer for our records to ensure compliance with GDPR before providing such services and we thank you in advance for your cooperation in this regard.
 - **Payment For Our Services** – For individual / family reviews, we take payment of our fees by credit / debit card once the review process commences. As we use Paypal to process these payments, no payment details are ever recorded either on the phone or on the client file for this purpose. The only data that we require is the card number and expiry date. We never seek any other card details to process these payments and receipts are issued to clients in all cases.
 - **Client Consent** – By engaging our fee-based services which is always confirmed up-front with the client, you are confirming your acceptance of our Terms of Business (attached separately) and your agreement with our processes and procedures for obtaining and using your data as set out above.
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