

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.