

## Terms of Business

City Financial Marketing Group Limited trading as CFM Group, Insuremyvan.ie, Insuremyhouse.ie, Coverinaclick.ie, Insuremycars.ie, Insuremyshop.ie, Insuremyholiday.ie, Missquote.ie and lifebroker.ie. These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries we will be happy to clarify them. If any material changes are made to these terms we will notify you.

Any future reference to City Financial Marketing Group Limited in this document shall be deemed to include the trading names of CFM Group, Insuremyvan.ie, Insuremyhouse.ie, Coverinaclick.ie, Insuremycars.ie, Insuremyshop.ie, Insuremyholiday.ie, Missquote.ie and lifebroker.ie.

### Central Bank of Ireland Authorisation

City Financial Marketing Group Limited is regulated by the Central Bank of Ireland. We are registered as an insurance intermediary under the European Union (Insurance Distribution) Regulations 2018 and as an investment intermediary authorised under the Investment Intermediaries Act 1995. Copies of our regulatory authorisation are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

### Codes of Conduct

City Financial Marketing Group Limited is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie)

### Our Services

We are authorised to advise you on a large selection of insurance products and to arrange such policies to suit your needs. A full list of insurers, product producers and premium credit agencies with which we deal is available on request. We research the products on your behalf with the insurers with whom we hold an appointment with but we do not guarantee and expressly disclaim responsibility for the financial security of product producers (insurers).

City Financial Marketing Group Limited is a member of Brokers Ireland.

City Financial Marketing Group Limited acts as an impartial Broker meaning that the principal regulated activities of the firm are provided on the basis of a fair analysis of the market.

### Fair Analysis

The concept of fair analysis is derived from the Insurance Mediation Directive. It describes the extent of choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, and/or a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be such that could be reasonably expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

In order to ensure that the number of contract and providers is sufficiently large to constitute a fair analysis of the market, we consider the following criteria:

- The needs of the customer,
- The size of the customer,
- The number of providers in the market that deal with brokers,
- The market share of each of those providers,
- The number of relevant products available from each provider,
- The availability of information about the products,
- The quality of the products and services provided by the provider,
- Cost, and
- Any other relevant consideration.

Insuremyholiday.ie is not offered on a fair analysis of the market, these policies are underwritten by MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland which is authorised and regulated by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

Missquote.ie is a single agency motor scheme underwritten by Zurich Insurance Plc with a separate terms of business outlining the services Missquote.ie provides.

### Non-Life General Insurance Business

City Financial Marketing Group Limited can provide advice on and arrange products from the following range: household, motor, commercial motor, commercial business, health, public liability, travel and employer liability insurance. City Financial Marketing Group Limited provides general insurance on a fair analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs).

### Life Assurance and Pensions

City Financial Marketing Group Limited are authorised to provide life assurance, pensions and investment advice on a fair analysis basis. This means that we will search a broad range of institutions and product producers available on the market before we make a recommendation to you for the most suitable product(s) to meet your needs.

Where we receive an explicit written instruction from you in which you have selected a specific product and product producer, we will assist in facilitating the transaction. This will be treated as an Execution Only transaction (explained below).

The receipt of explicit written instructions from you to arrange a specific investment product, transaction, or service, with a specific product producer, is known as an Execution Only transaction. We will have no input into the transaction beyond facilitating your request. Such transactions are exempt from detailed Know Your Customer and Statement of Suitability requirements under the CPC 2012.

To facilitate such a transaction, we must be in receipt of a signed declaration beforehand. This declaration will require you to confirm that you wish to proceed, having considered, understood and accepted all the following:

- That you have not received any advice on the transaction
- That you have not received a Suitability Statement on the transaction,
- That you have given explicit instruction for our firm to complete the transaction on an Execution Only basis

It is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the cover; particularly in relation to Permanent Health/Income Protection Insurance and Serious Illness Policies.

#### **Disclosure of Information & Remuneration**

Any failure to disclose material information may invalidate your claim and render your policy void. In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for our non-life business.

#### **Charging Structure of City Financial Marketing Group Limited**

##### **General Insurance Business**

City Financial Marketing Group Limited is remunerated by professional charge for initial work activity and time spent in seeking the best terms, advice, product and product producer for your specific needs. An administration charge 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 charges is listed below. We are usually remunerated by commission received from the product producers for work involved in placing business and finalising the product with them on your behalf. Commission can range from 0% to 50% dependent on the class of business. Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. In other circumstances where fees are chargeable, we will notify you in advance and agree the scale of fees to be charged. All premiums include 5% Government levy.

##### **Personal Retirement Savings Accounts (PRSAs) - Fees**

PRSAs are available in two forms - Standard PRSAs with capped charges and Non-Standard PRSAs. We can provide an "execution only service in relation to standard PRSAs i.e. we can process your order with the relevant Life Office but we do not offer advice in relation to this product. You will be charged a fee commensurate with this work.

Where advice is requested, the following hourly fees will apply:

Consultancy fees: €150 per hour.

Support staff: €50 per hour.

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will give an estimate of this rate in advance of providing you with services. These fees will cover the advice on the nature of the products and selection of suitable products. Where the client selects a product issued by a provider, commission may be payable and used to offset the fee due. Where the commission is greater than the fee due, the commission will become the amount payable to us except where an arrangement to the contrary is made.

#### **Scale of Charges**

	Initial Charge	Renewal	Policy Alterations/Cancellations
Household	* Up to max 75%	*Up to max of 75%	Up to max of €125
Private/Commercial Motor	* Up to max 75%	* Up to max of 75%	Up to max of €125
Commercial	* Up to max 75%	* Up to max of 75%	Up to max of €125
Health Insurance	* Up to max 75%	* Up to max 75%	Up to max of €125
Travel Insurance	* Up to max 75%	* Up to max of 75%	Up to max of €125
Life /Pensions	Remunerated by product product / Insurer commission only - No charges applied	Remunerated by product product / Insurer commission only - No charges applied	Remunerated by product product / Insurer commission only - No charges applied

Commercial Contractors Questionnaire Forms	No charge for first request in an annual period of insurance and a €50.00 charge applies for each request thereafter
Letters of Indemnity Requests	No charge for first request in an annual period of insurance and a €30.00 charge applies for each request thereafter

*\*This is a non-refundable administration charge and is expressed as a percentage of the premium charged by the insurance company.*

We reserve the right to amend these charges should the complexity of the product require a higher charge. We will confirm and agree this charge with you prior to any increased charge being applied. Please note a separate charge may be made and agreed separately with each individual client. Please note these charges do not apply if a separate annual fee has been agreed between the client and ourselves. These fees are reviewed annually and an updated list is available on request.

Bank charges incurred by us will be charged to the customer. City Financial Marketing Group Limited has a policy of charging an administration fee of €10 to cover the expenses of a returned cheque or direct debit default. A charge of €25 will be made for all duplicate documentation.

## Renewals

### Applies to Insuremyholiday.ie Annual Trip policies only

We will aim to automatically renew (auto-renew) your policy when it runs out, unless you tell us not to. Each year we will notify you before the renewal date of your policy, and tell you about any changes to the premium or the policy terms and conditions. This will be renewed via the same payment method the year previous (credit/debit card).

You should also note that your renewed policy will only be valid when:

- You have told us about any changes to your policy details (including any changes in health conditions) as you will still be required to contact the Mapfre assistance agency helpline on 091-560631 to declare any pre-existing medical conditions.
- Your credit card or debit card details have not changed.

For the facilitation of the auto renew service we will assume your details have not changed & you have the permission of the credit card or debit card holder. If you do not want us to auto-renew your policy, just email us at [info@insuremyholiday.ie](mailto:info@insuremyholiday.ie), otherwise we will collect the renewal premium from your credit card or debit card.

## Regular Reviews

It is in your best interests that a review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. You must advise us of those changes and request a review of the relevant policy so that we can ensure that you are provided with up to date advice and products best suited to your needs. Failure to contact us of changes in your circumstances, or request a review, may result in you having insufficient insurance cover.

## Conflicts of Interest

It is the policy of **City Financial Marketing Group Limited** to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises we will advise you of this in writing before providing you with any service.

## Premium Handling

It is the policy of **City Financial Marketing Group Limited** to 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.

Premiums are due on or before renewal/inception date of the policy/before any policy changes which result in an additional premium. Under the Central Bank of Ireland legislation very strict rules apply in 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. If we do not receive your renewal premium on or before your renewal date, your policy will lapse and no cover will be in place.

## Default on Payments by Clients

**City Financial Marketing Group Limited** will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. In particular, without limitation of the generality of the foregoing, **City Financial Marketing Group Limited** will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client. Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

It is therefore very important that **City Financial Marketing Group Limited** is notified in writing regarding any changes to your correspondence address. This is needed if we require contacting you regarding unpaid premiums and possible loss of cover resulting from same. You understand that failure to do so may lead to loss of policy benefits and therefore it is your responsibility to update **City Financial Marketing Group Limited** of any changes of address in order to reduce this risk.

## European Communities Distance Marketing: 14 Day Cancellation Period and Consumer Insurance Contracts Act 2019

As a consumer defined as a natural person acting outside of their trade or profession under the European Communities Distance Marketing of Consumer Financial Services Regulations 2004 (SI No 853) you have the right to withdraw from an insurance policy within 14 days of the policy inception without penalty and without giving any reason and provided all provisions of the regulations are satisfied. The right of withdrawal may be exercised by notice in writing to **City Financial Marketing Group Limited** quoting your policy number, provided that no claim or adjustment has been made to the policy, or is intended to be made, or no incident has occurred which is likely to give rise to a claim. Should this right be exercised the Insurance Company may charge a pro rata premium for the period you are on cover. If the cover is motor insurance the premium cannot be refunded until the Certificate of Insurance and Windscreen Disc have been received by **City Financial Marketing Group Limited**.

## Cancellation (Other than European Communities Distance Marketing: 14 Day Cancellation Period)

You can cancel your policy by notice in writing at any time, provided that all reasonable charges pertaining to costs incurred by **this firm** have been paid and provided that no incident giving rise to a claim has occurred in the current period of insurance, you will be entitled to a proportionate return of the premium for the unexpired period of insurance unless the policy is on a minimum and deposit basis, and if this is the case, no return will be allowed on the policy.

If you cancel during the first-year short term rates apply, please see policy terms and conditions. In the case of cancellation of motor insurance you must return the Certificate of Insurance and Windscreen Disc to **City Financial Marketing Group Limited**. Insurance companies normally reserve the right to cancel policies at any time by giving appropriate notice to your last known address. Please refer to your policy terms and conditions. A cancellation charge may apply, and our set up charge is not refundable, please see Scale of Charges table above.

## Data Protection and GDPR

**City Financial Marketing Group Limited** complies with the requirements of all applicable Data Protection laws and The General Data Protection Regulations 2018 (hereafter GDPR). We collect your personal data and we take great care with the information provided taking steps to keep it secure and to ensure it is only used for legitimate purposes. The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. We may need to collect sensitive personal information relating to you or anyone to be named on your policy or residing in your household to process your application. We may share with insurance service provider's information we hold about you and your claims history. Our product producers may subscribe to insurance industry databases for fraud prevention purposes. We may also use your information for the purposes of complying with regulatory or legislative requirements and for offering renewal. The information provided may be used to keep you informed of products and services we may offer from time to time. We would like to contact you by way of letter, email, telephone call and/or SMS. You have the option to decline to receive further marketing information from us. All calls, both inbound and outbound, may be recorded and monitored for quality, training and verification purposes. The data will be processed in line with our Data Privacy Notice and this will be distributed to all our clients and is available on [www.cfmgroup.ie](http://www.cfmgroup.ie) or on request. Please contact us at [gdp@cfmgroup.ie](mailto:gdp@cfmgroup.ie) if you have any concerns about your personal data.

### **Consumer Insurance Contracts Act 2019**

The Consumer Insurance Contracts Act 2019 implemented with effect from 1<sup>st</sup> September 2020 is a piece of regulation to enhance your rights but also places obligations on you as party to an insurance contract. The key points for you to understand as a consumer are as follows:

- You are required to answer all questions posed by us or the insurer honestly and with reasonable care
- Specific questions will be asked. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

An insurer may repudiate liability or limit the amount paid on foot of the contract of insurance, only if it establishes that non-disclosure of material information was an effective cause of the insurer entering into the relevant contract of insurance and on the terms on which it did.

### **Complaints and Consumer Affairs**

We ask that you make any complaint against our firm relating to services provided by us in writing to our Compliance department. We will acknowledge your complaint within 5 business days of receipt. Updates will be advised in intervals of not more than 20 business days. We will endeavour to resolve the complaint within 40 business days and we will provide you with a written report of the outcome within 5 business days of completion of the investigation. Please send all complaints in writing to Elaine Maher, Compliance GDPR and Consumer Affairs, CFM Group Limited, Insurance House, 62A Terenure Road North, Terenure, Dublin 6w, DW6 CF54. In the event that you are still dissatisfied with our handling of, or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. A full copy of our complaint procedure is available on request.

### **Client Comfort**

City Financial Marketing Group Limited maintains a €5,000,000 Professional Indemnity Insurance Policy for all service activities.

### **Investor Compensation Scheme**

City Financial Marketing Group Limited 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 for 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 only arises where client money or investment instruments held by us on your behalf cannot be returned and where you fall within the definition of eligible investor. In the event that a right to compensation is established, the amount payable is the lesser of 90% of your loss, which is recognised as being eligible for compensation, or €20,000. For further information, contact the Investor Compensation Company Ltd. at (01) 410 4955.

### **Brokers Ireland Compensation Fund Ltd**

As a member of Brokers Ireland, City Financial Marketing Group Limited is regulated by the Central Bank of Ireland 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 member.

**These Terms of Business are valid from 1<sup>st</sup> September 2021 and supersedes all other versions of the terms of business document**