



Cornmarket Group Financial Services Ltd. (Cornmarket), Christchurch Square, Dublin 8, is regulated by the Central Bank of Ireland. Cornmarket specialises in providing financial advice and services to individuals and members of affinity groups such as trade unions, semi-state bodies, employers, associations, charities, religious orders and dioceses. In addition to the products or services currently provided, Cornmarket may also provide other financial services if agreed between us in writing. Cornmarket provides advice regarding all aspects of certain Affinity Group Schemes, Income Protection, PHI, Life Assurance, Mortgages, Pensions, Savings and Investments as well as Car, Home, Health, Gadget, Dental and Travel Insurance. The purpose of this document is to outline for you the various terms of business for personal insurance services only (i.e. car, home, health, gadget, dental and travel insurance) which the Company provides. A more comprehensive Terms of Business document is available, which includes details of the various terms of business for group schemes, individual plans, investment services and other financial services which the Company provides. Please contact us to request a copy or log on to [www.cornmarket.ie](http://www.cornmarket.ie) to download a copy.

**SECTION 1: General information**

**Statement of Authorised Status**

Cornmarket Group Financial Services Limited (the firm) is authorised under Section 10 of the Investment Intermediaries Act, 1995 (as amended). As an Authorised Advisor, the firm is authorised to provide broad based investment advice and to receive and transmit orders in respect of the following investment instruments:

1. Transferable Securities
2. Units or Shares in Undertakings for Collective Instruments
3. Tracker Bonds or Similar Instruments
4. Insurance Policies
5. Personal Retirement Savings Accounts (PRSAs)



The firm is also authorised as a deposit broker and to provide investment advice in relation to deposits.

When receiving and transmitting orders in relation to insurance policies and/or PRSAs, the firm may only accept cash or cheques/bank drafts from clients payable to the firm where:

- (i) an insurance undertaking has invited renewal of a policy of insurance,
- or
- (ii) a proposal for insurance and/or PRSAs has been accepted by an insurance undertaking.

In all other circumstances cheques/bank drafts or other payment instructions must be made payable to the product producer.

For and on behalf of the Irish Financial Services Regulatory Authority.

Signed:   
Signed: 

If you wish to receive a copy of our authorised status, please contact the Compliance Officer on (01) 408 4000.

**Complaints Procedure**

Cornmarket is committed to providing a high level of service. Should you feel that you have not received a satisfactory level of service please contact Jane Horan in the first instance at Cornmarket Group Financial Services Ltd., Christchurch Sq., Dublin 8 or email: [complaints@cornmarket.ie](mailto:complaints@cornmarket.ie).

Cornmarket will acknowledge in writing all complaints within 5 business days of receipt unless the complaint has been resolved to your satisfaction within 24 hours. The complaint will be fully investigated and a full response in writing will be provided to you within 5 business days of completing that investigation. We will provide

regular updates in writing at intervals of not greater than 20 business days. If the complaint has not been resolved within 40 business days of receipt, we will inform you of the anticipated timeframe within which it is likely that the matter will be resolved. If you are dissatisfied with the outcome of your complaint, you may refer your complaint to the Financial Services Ombudsman at Financial Services Ombudsman's Bureau, Third Floor, Lincoln House, Lincoln Place, Dublin 2 or the Pensions Ombudsman, Fourth Floor, Lincoln House, Lincoln Place, Dublin 2.

**Client Instructions Through Third Parties**

Clients sometimes authorise third parties to give us instructions (usually by telephone, fax or email) to alter their policies (such as a motor dealer instructing us to make a vehicle change) or to seek information on their policy (such as a Building Society seeking information on the building's sum insured). It is our practice in such circumstances to accept such instruction and/or provide such information in good faith as a facility to our clients. However, in such circumstances we do not accept liability for any loss, damage or injury arising out of any error or incorrect instruction given or providing any information where the request for the information is invalid.

If you do not wish us to accept such instructions and/or provide information on your policy from and/or to any other person other than as authorised under the Data Protection laws, please write in the first instance to Cornmarket Group Financial Services Ltd., Christchurch Square, Dublin 8.

**Conflict of Interest**

Your attention is drawn to the fact that some person(s) connected with us may have an interest, relationship or arrangement which is material in relation to the service, transaction or investment, we are providing.

However, our employees are required to comply with our Conflict of Interest Policy to ensure that your best interests are served at all times.

**Investor Compensation**

In accordance with the provisions of the Investor Compensation Act, 1998, Cornmarket is a party to the investor compensation arrangements administered by the Investor Compensation Company Limited. Under Section 38 (1) of the Investor Compensation Act, 1998, all insurance and authorised intermediaries are required to inform clients of the following information concerning potential investor compensation:

- (a) The Investor Compensation Act, 1998 provides for the establishment of a compensation Scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act.

- (b) Cornmarket is a member of that compensation Scheme.
- (c) Compensation may be payable where money or investment instruments owed or belonging to clients and held, or in the case of investment instruments, administered or managed by Cornmarket, cannot be returned to clients for the time being and there is no reasonable foreseeable opportunity of Cornmarket being able to do so.
- (d) A right to compensation will arise only:
  - (i) If the client is an eligible investor as defined in the Act
  - (ii) If it transpires that Cornmarket is not in a position to return client money or investment instruments owed or belonging to its clients
  - (iii) To the extent that the client's loss is recognised for the purposes of the Act.
- (e) Where an entitlement of compensation is established, the compensation payable will be the lesser of:
  - (i) 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act 1998 or
  - (ii) Compensation up to €20,000.

**Termination**

Both you and Cornmarket have the right to terminate these terms and conditions by sending the other party prior written notice. You may terminate any service or product you have undertaken with/through us.

Likewise, Cornmarket reserves the right to withdraw its services to you by advising you in writing. In such circumstances we will provide you with adequate written notice and will endeavour to ensure that any outstanding business is satisfactorily dealt with. Such termination will take effect from the date specified in the notice.

**Discretion to Execute Clients' Instruction**

Nothing in this agreement imposes on Cornmarket any obligation to execute or undertake any transaction on your behalf and Cornmarket may refuse to execute any transaction at its sole discretion.

**Force Majeure**

Notwithstanding any other provision contained in this document, Cornmarket will not be responsible or liable for any loss or for any failure to fulfil any of its obligations or duties hereunder or for any claims, losses, damages, liabilities, costs or expenses suffered or incurred by you if such loss, damage, liability, cost, expense, or failure arising directly or indirectly out of, or in connection with or as a result of any fire, natural disaster, delay or breakdown in communications or electronic transmission system, unavailability of market prices or suspension of dealing on relevant exchanges or failure of any securities depository or any other cause or circumstance beyond the reasonable control of Cornmarket.

## Whole Agreement

This agreement (and documents related to this agreement) supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter hereof, and sets forth the entire, complete and exclusive agreement and understanding between the parties relating to the subject matter hereof.

## Client Premium

Cornmarket adheres to all regulatory requirements concerning the handling of client premium. Before client premium is paid to the relevant insurance company, it may be necessary for it to be held by Cornmarket in a designated Client Premium Account.

A designated Client Premium Account is a segregated bank account in which the money of more than one client is held. In this way your money is protected prior to its transmission to the relevant product provider. No amount is payable to an individual in respect of any interest earned on Client Premium Accounts.

Cornmarket's client accounts are held in Ireland with:

- Bank of Ireland plc, 50-55 Baggot Street Lower, Dublin 2.
- Investec Bank plc (Irish Branch), The Harcourt Building, Harcourt Street, Dublin 2.

## Personal Data

Cornmarket is a Data Controller as defined in the Data Protection Acts 1988 and 2003. We will collect personal details that are relevant only to the service(s) that you are availing of at that time and we will take great care with the information provided taking necessary steps to keep it secure and to ensure it is only used for legitimate purposes. Your customer data may be used to advise you of products, services and special offers we may offer from time to time. We operate a strict opt-out policy, such that all direct marketing material contains the option to opt-out of future direct marketing. Furthermore, you may opt-out at any time by writing to Cornmarket Group Financial Services Ltd., Christchurch Square, Dublin 8.

You may be required to provide Cornmarket with Sensitive Personal Data e.g. information relating to your physical or mental health. Cornmarket is committed to protecting the privacy of Sensitive Data and will only use Sensitive Data in a manner consistent with this Data Protection & Privacy Policy. This processing of information applies to both our online and off line work practices. Your data will not be passed on to third parties for the purposes of direct marketing. You have the right of access to and the right to rectify the data concerning you held by Cornmarket. Telephone calls may be recorded for quality control and training purposes.

## Codes of Conduct

Cornmarket Group Financial Services Ltd. is subject to the Consumer Protection Code, the Minimum Competency Code and the Fitness and Probity Requirements. A full list of codes can be viewed by logging onto [www.centralbank.ie](http://www.centralbank.ie).

## Description of level of service provided

Cornmarket Group Financial Services Ltd. acts as a broker for our customers. The advice we give is based on a fair analysis of the market, this means that our recommendations are given after analysing a sufficiently large number of products and product producers that are available on the market, in accordance with the Central Bank's professional criteria.

## Procedure in the event of default by the customer

In the event of a default on payment of the premium on a policy, Cornmarket may instruct the Insurance Company to cancel the policy due to non-payment of premium. In this instance, you will be provided with adequate written notice of our intention to invoke cancellation of your policy to the last known address. In such an event the insurer will return the proportion of the premium for the unexpired period of insurance. Any balance due on the policy to Cornmarket after the return from the insurance company will be payable. Any excess payment from the client after the return from the insurance company will be refunded to the client.

## Changes to our Terms of Business

We may amend these terms from time to time. Where appropriate we will notify you in writing by sending you a notice describing the relevant changes.

## SECTION 2: Explanation of fees/definition of charges

At Cornmarket we strive to ensure that each client receives value for money. It is Company policy that our charging structure should be reasonable and easy to understand. In addition, it is Company policy that our charges be fully explained to you before you make a decision on whether or not to start a plan. If you are unsure about the charging structure on your plan or on a plan which you are considering starting, simply ask your Cornmarket consultant and he/she will explain the facts fully.

## Salary Deduction/Deferred Payment Charge

In the case of those plans where payment is collected through salary or direct debit, a charge may be levied to cover Cornmarket's and/or the employer's costs in arranging this service. This charge is usually expressed as a percentage of the amount collected. Details are provided on the relevant payment options sheet.

## Brokerage Fee

This fee allows for the administration involved in the setting up and renewal of the individual contract of Car, Home, Health or Dental insurance between the client and the insurance company.

## Instalment Payment Plan Charge

Cornmarket's Instalment Payment charge is up to 10%.  
Maximum APR is 18.25%.

## Direct Debits

Cornmarket may impose a charge of up to €25 where a direct debit transaction which has been properly processed, is rejected.

## Remuneration

Paid by the insurance company to Cornmarket

Product	Remuneration
Car Insurance	0 - 15%
Home Insurance	0 - 25%
Health Insurance (Aviva Health/GloHealth)	0 - 7.5%
Travel Insurance	20%
Gadget Insurance	8 - 12%
Dental Insurance	10%

Cornmarket is paid commission out of Insurance Company charges for ongoing administration and marketing.

## Other Remuneration

Any quality based remuneration is financed out of the underwriters standard charges for various products and does not result in any increased

charges to your policy.

## Credit/Charge/Debit Card Charges

A charge of up to €10 may be levied on payment transactions by Credit/Charge/Debit card in order to cover the cost charged by the credit card provider.

## Cancellation

Cancellation of health insurance mid-term will result in a fee being applied by the insurer.

Cancellation of car or home insurance may result in a pro-rata refund of the car insurance element of the policy (subject to terms and conditions of the relevant policy).

Certain car and home insurance Scheme arrangements include additional insurance as standard e.g. Motor Breakdown Rescue (underwritten by Mapfre Assistance) and Legal Expenses (underwritten by DAS Legal Expenses).

As per the relevant terms and conditions of the policies, there are no pro-rata refunds from mid-term cancellations relating to Motor Breakdown Rescue (Mapfre Assistance), Legal Expenses (DAS Legal Expenses) or Travel Insurance (AIG Insurance).

## SECTION 3: List of fees & charges Car Insurance

Cornmarket's brokerage fee: Up to €50.

Cornmarket's mid-term adjustment fee: €12.

Cornmarket's fee in respect of Motor Breakdown Rescue (where applicable): €10.90 (total premium due: €28.48).

Cornmarket's fee in respect of Legal Expenses: €8.55 (total premium due: €14.75).

## Home Insurance

Cornmarket's brokerage fee: Up to €30.

Cornmarket's fee in respect of Home Rescue: €8 (total premium due: €16.92).

## Health Insurance – Aviva Health/GloHealth

No direct charge is levied to the customer with regard to the Health Insurance Comparison Service.

Any premium paid by customers who arrange their Aviva Health or GloHealth Insurance policy through Cornmarket is identical to the premium charged if they set up their policy directly through Aviva Health or GloHealth.

## Health Insurance – Laya Healthcare

An administration fee may apply to policies fulfilled with Laya Healthcare as we are not remunerated by them for the administration we fulfil.

Cornmarket's brokerage fee: Up to €125.

## Travel Insurance

No direct charge to the customer is levied by Cornmarket.

## Motor Broker

Cornmarket's brokerage fee: Up to €50.

Cornmarket's fee in respect of Motor Breakdown Rescue (where applicable): €10.90 (total premium due: €28.48).

Cornmarket's fee in respect of Legal Expenses: €8.55 (total premium due: €14.75).

## Commercial Insurance

Cornmarket's brokerage fee: Up to €50.

## Gadget Insurance

No direct charge to the customer is levied by Cornmarket.

## Dental Insurance

Cornmarket's brokerage fee: Up to €24.