cornmarket group financial services Itd

TERMS OF BUSINESS

Commarket Group Financial Services Ltd. (Cornmarket), is regulated by the Central Bank of Ireland as an insurance intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended) and as an Investment Intermediary under Section 10 of the Investment Intermediaries Act 1995 (as amended). 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 particular, we provide Salary/Income Protection, PHI, Life Insurance, Pensions, Savings and Investments as well as Car, Home, Health, Travel and Dental Insurance. Full details of our products and services can be viewed at www.cornmarket.ie. This Terms of Business will be effective from December 2017.

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, 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 to download a copy.

SECTION 1: General information

Codes of Conduct

Cornmarket Group Financial Services Ltd. is subject to the following Central Bank of Ireland Codes of Conduct:

Consumer Protection Code

Minimum Competency Code

Fitness and Probity Requirements and

Handbook of Prudential Requirements for Investment Intermediaries.

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 Michelle Casey in the first instance at Cornmarket Group Financial Services Ltd., Christchurch Square, Dublin 8 or email: 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 and Pensions Ombudsman at the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2 or the Pensions Ombudsman, 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 buildings 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 for

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

It is the policy of Cornmarket Group Financial Services Ltd. to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this in writing before proceeding to provide any business service. If you have not been advised on any such conflict you are entitled to assume that none arises.

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

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 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 arises, directly or indirectly, out of or in connection with, or as a result of any:

- fire and/or
- natural disaster and/or
- delay or breakdown in communications or electronic transmission system and/or
- unavailability of market prices and/or

- suspension of dealing on relevant exchanges *and/or*
- failure of any securities depository *and/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 the 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.
- BNP Paribas,
 5 Georges Dock,
 IFSC,
 Dublin 1.

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.

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.

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. Our Dental Insurance advice is based on a limited analysis of the market. Our preferred provider is DeCare Dental. Our Car Hire Excess Insurance advice is based on a limited analysis of the market. Our preferred provider is AIG Ireland.

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 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.

Governing Law

The laws of the Republic of Ireland will govern these terms and conditions. The terms and conditions will be given in the English language and we will communicate with you in English at all times.

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 whether or not to start a Scheme/Plan. If you are unsure about the charging structure on your Scheme/Plan or on a Scheme/Plan which you are considering to start, 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

Where a direct debit is rejected by your bank, Cornmarket will seek to collect the outstanding amount directly. Cornmarket may apply a Direct Debit Rejection Penalty charge of up to €25.00 in respect of each such event.

Remuneration

Paid by the Insurance Company to Cornmarket

Product	Remuneration
Car Insurance	0 - 16%
Home Insurance	0 - 25%
Health Insurance	
(Irish Life Health/Laya Healthcare	e) 0 - 7.5%
Travel Insurance	Up to €25
Dental Insurance	10%
Car Hire Excess Cover	20%

Cornmarket is paid initial and renewal commission out of the above referenced Insurance Company charges for the ongoing administration and marketing of the Scheme.

Other Remuneration

Any quality-based remuneration is financed out of the underwriter's 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 to cover the cost charged by the 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 or Home 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 midterm 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: Up to €50.

Cornmarket's fee in respect of Motor

Breakdown Rescue (where applicable): €14.33

(total cost of benefit: €28.51 includes

Government Levy of €0.68).

Cornmarket's fee in respect of Legal Expenses: €1.50

(total cost of benefit : €4.65 includes

Government Levy of €0.15).

Home Insurance

Cornmarket's brokerage fee: Up to €50. Cornmarket's fee in respect of Home Rescue: €11 (total cost of benefit : €19.92 includes Government Levy of €0.42).

Health Insurance

No direct charge is levied to the customer with regard to the Health Insurance Comparison Service. An administration fee may apply for the administration of setting up and renewing your health policy.

Cornmarket's brokerage fee: Up to €125.

For corporate business (Employer Schemes), Cornmarket may charge a fee of up to €250 per hour plus vat.

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): €14.33
(total cost of benefit : €28.51 includes

Government Levy of €0.68).

Cornmarket's fee in respect of Legal Expenses: €1.50 (total cost of benefit : €4.65 includes Government Levy of €0.15).

Commercial Insurance

Cornmarket's brokerage fee: Up to €50.

Dental Insurance

Cornmarket's brokerage fee: Up to €24.

