

**CAMPION INSURANCES LTD. - TERMS OF BUSINESS**  
**(VERSION 1.0)**

**What is this document?**

This document sets out the basis on which Campion Insurances Ltd. will provide general and life insurance business services to you as a client in a clear, straightforward and honest manner. It also contains details of our regulatory and statutory obligations. This is an important document - please read carefully and if you have any questions please contact your account executive. If there are any material changes to the information in this document you will be issued with a revised copy.

**Authorised Status**

Campion Insurances Ltd. is regulated by the Financial Regulator as an Independent Insurance and Financial Services Broker under the Investment Intermediaries Act 1995. This means that we can place your business with leading Insurance Companies (sometimes referred to as Product Producers or Insurance Undertakings) with whom we hold Letters of Appointment. As an authorised Credit Intermediary we can arrange premium finance for your personal or commercial insurance policies.

**Company Registration**

Campion Insurance Ltd is registered in the Companies Registration Office under Company No. 269654 with registered offices at Main Street, Urlingford, Co. Kilkenny. We are subject to the Codes of Conduct imposed by the Financial Regulator and these can be accessed on its website at [www.financialregulator.ie](http://www.financialregulator.ie).

The following are trading names of Campion Insurances Ltd.

Campion Life & Pensions Ltd.	Campion Moloughney Financial Services	O'Reilly Cullen Campion Insurances
O'Reilly Cullen Gillmor Ltd.	Davitt, Davitt and Wallace Ltd.	Campion Kelly Bruen Insurances
Campion & Roberts Insurance Ltd.	Campion & Roberts Financial Services	

**Services Provided**

Campion Insurances Ltd. provide advice and placement facilities in relation to all classes of Insurance policies. We will identify and select a suitable Insurance Company and on receipt of your instructions we will transmit orders on your behalf to one or more producers (a list of which is available on request). The following list details the main types of insurance transactions that we can arrange on your behalf. Please note that this list is representative, should you have queries on products/services not listed here please contact your account executive.

INSURANCE PRODUCTS			
Household	Holiday Home	Employers Liability	Legal Expenses Insurance
Private Motor	Excess Liability	Classic Motor/Car	Professional Indemnity
Motor Cycle	Private Property	Commercial Motor	Construction/Allied Trades
Self Build	Chauffeur Drive	Coach and Bus	Shop/Business Packages
Crèche	Private/Public Hire	Personal Accident	Public/Products Liability
Travel	Breeder Centres	Contingency Liability	Caravan/Mobile Home
Bloodstock	Bonds/Guarantees	Undertaker Vehicle	Insolvency Insurance
Marine Risks	Farm Insurance	Commercial Property	Trade (Road/Internal Risks)
Health Insurance	Income Protection	Pension Term	Income Protection Policies
Mortgage Protection	Life & Serious Illness Cover	Mortgages	Trackers
Health Insurance	Accident & Sickness	PRSA Registrations	Deposits
Lumps Sum Investments	Savings Policies	Individual Pension	Group Pensions

We use Insurance Companies that are of the highest standard and at all times try to provide clients with best value for money. However, we cannot guarantee the financial stability of the Insurance Companies with whom we place business.

The main characteristics of your insurance policy are set out in the Policy Terms & Conditions which you will be given and are available at any time from Campion Insurances Ltd. on request.

As an independent broker we transact business on the basis of a fair analysis of available markets, i.e. we provide advice to our clients on the basis of a sufficiently large number of contracts and providers available which will enable us make a recommendation in accordance with accepted professional criteria. We do not have any 'tied' relationships with any institution that would compromise our ability to offer you independent advice and choice. 'Tied' in this context means that we have not entered into an agreement with any one Insurer solely. Copies of our various authorisations and full list of Insurance Companies are available on request.

**Compensation Schemes/Client Protection**

1. We are members of the Investor Compensation Company Limited (ICCL) established under the Investor Compensation Act 1998. This legislation provided for the establishment of a compensation scheme and to the payment, in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. In the event that a right to compensation has been established, the amount payable is 90% of your loss or €20,000 (whichever is the lesser).
2. As a member of the Irish Brokers Association (IBA) we are 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 or the above detailed ICCL has failed to adequately compensate any client of the member firm.
3. We are also members of the Professional Insurance Broker Association organization (PIBA).

**Handling Clients Money**

- We accept payments in cash, by cheque/bank draft and by credit/debit cards in respect of all classes of insurances where Insurance Company has invited renewal of a policy, or accepted a proposal for insurance. We cannot accept cash or negotiable instruments in any other circumstances.
- Upon occasion with your signed consent (below) we may offset return premiums against any outstanding premiums/administration charges.
- For certain Insurance and Investment products we request that all payments are made payable to the provider of the product in question.
- A Section 30 receipt will be issued for all premiums paid and clients should retain these in a safe place.

Under legislation very strict rules apply in the payment of premiums to Insurance Companies. We **cannot** pay a premium to an Insurance Company where the client has not paid us. Clients must pay at inception date of a contract or on or before renewal date, or as invoiced in the case of mid-term alterations. **UNDER LEGISLATION THERE ARE NO DAYS OF CREDIT ON INSURANCE POLICIES.** Insurance Companies may cancel cover when clients fail to meet their obligations in relation to payment terms and conditions.

**Remuneration and Fees**

We are remunerated by both commission and/or fees. We offer all clients the option of paying solely by fee if so desired. On General Insurance contracts we will disclose the commission payment from the Insurance Undertaking if requested by the client.

The fee applicable to this transaction is €«45».

Commercial General Insurance Business

For the placement of new insurance policies and renewal of an existing insurance policy we are remunerated through commission and fees, we attempt to achieve earnings up to 35% on commercial business conducted on your behalf. The service can be provided on a fee only basis if the client so desires, so that no commission will be taken

from the premium to be transmitted to the Insurance Undertaking.

In the event of advice being offered to clients which is not remunerated in the normal way from Insurance Companies, or in circumstances where the client wishes to pay solely by fee, we will charge a professional fee for the work carried out and time spent in seeking the best terms, advice, product and Insurance Company for your specific needs. An example of the minimum fees we would seek to achieve are set out below.

Personal Lines Business (private motor, home protection, travel etc)

Below is a general statement of our fees. We reserve the right to amend these fees based on the complexity of the matter at hand - specialist skills involved (claims handling or risk management), personnel involved and length of time spent on each case.

Motor – up to € 75.00	Household up to € 75.00	Travel up to € 25.00
Mid-term Alterations/Duplicate Documentation - up to € 45.00		

Legal Expenses - all our Private Motor/Commercial Vehicle policies automatically include Legal Expenses Cover at a charge of €25.00 and Invoices will reflect the inclusion of this cover which is specifically tailored for customers' protection.

Please also note an administration fee of €25.00 applies to all Policies on roll-over Direct Debit and there is a charge 2% on credit card payments (payments made by Laser card do not incur a charge).

Life/Pensions/Investments

We are remunerated by both commission and/or fees. The service can be provided on a fee only basis if desired.

Mortgages

We may receive commission from lenders at a rate of between 0.25% and 1.5% of the amount borrowed. If we secure a Letter of Offer for you and you do not proceed with the loan, there will be a charge for our services. This fee is €250 at present, but is liable to change from time to time. Subprime lenders may charge additional fees which will be outlined in their loan offers.

Fees for advice (hourly rate)

Directors € 250	Manager € 150	Sales Executives / Clerical Assistants : € 100
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We also advise that it is standard practice for lenders to carry out suitability and credit worthiness checks prior to granting approval.

**Conflicts of Interest**

It is our policy to avoid situations where there is a conflict of interest. Should such a situation arise or could be perceived to arise we will declare it as soon as is practicable to do so. We are also paid over-ride commissions from some Insurance Company's and we can provide details of these on request.

**Right of Withdrawal (COOLING-OFF PERIOD)**

A consumer (as defined by S.I. No. 853 of 2004) has the right to withdraw from an insurance policy (again, as defined by S.I. No. 853 of 2004) without penalty and without giving reason within a specified time period. Regulations provide for a cooling-off period of 14 days for financial services other than life assurance and personal pensions where the cooling off period is 30 days. The right of withdrawal may be exercised by notice in writing to Campion Insurances Ltd. quoting your policy number. Should this right be exercised the Insurance Company will charge a pro-rata premium for the period you are on cover. If the cover is for motor insurance the premium cannot be refunded until the Certificate of Insurance and Windscreen Disc have been returned to Campion Insurances Ltd.

**Cancellation**

You, the customer can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by Campion Insurances Ltd. 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 un-expired period of insurance. One exception to this is if the policy is on a minimum and deposit basis. If this is the case no return will be allowed on the policy and this will be noted on your policy schedule.

If you cancel during the first year (outside of the Cooling-Off Period) short term rates may apply, please see your policy terms and conditions. In the case of cancellation of motor insurance you must return the Certificate of Insurance and Windscreen Disc to Campion Insurances Ltd. 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. Failure by you to meet your responsibilities may result in the Insurer canceling your policy.

We reserve the right to cancel your policy in certain circumstances, for example the non-payment of premiums, direct debit default or misrepresentation/non-disclosure of relevant information. When your policy ends or is cancelled we will send you any documentation and information that you are entitled to on request.

**Governing Law and Language**

The laws of Ireland form the basis for establishing relations between you and Campion Insurances Ltd. All contracts, terms, conditions and communications relating to any policies you may enter into with this firm will be in English.

**Complaints Procedure**

We have a written procedure in place for the effective consideration and handling of complaints. Any complaints should be addressed in writing to 'The Manager'. Each complaint will be acknowledged by us within 5 working days and updates will be advised in intervals of not more than 20 working days. We will make every effort to resolve the complaint within 40 working days and findings will be furnished to you within 5 working days of completion of the investigation. In the event that you are not satisfied with the firms handling of and response to your complaint, you can contact the following :

- Financial Services Ombudsman, 3<sup>rd</sup> Floor Lincoln House, Lincoln Place, Dublin 2. Tel. 1890 882090 / Fax 01-6620890 / email: enquiries@financialombudsman.ie
- The Offices of the Pensions Ombudsman, 36 Upper Mount Street, Dublin 2 Tel. 01-6471650 / Fax 01-6769577 / email: info@pensionsombudsman.ie
- The Irish Brokers Association, 87 Merrion Square, Dublin 2. Tel. 01-6613067 / Fax 01-6619955 / email: info@irishbrokers.ie

**Data Protection**

We collect your personal details in order to provide the highest standard of service to you and take great care with the information provided i.e. to keep it secure and to ensure it is only used for legitimate purposes. To fulfill these objectives we may share information with other affiliated professionals. The information provided to our firm may be used from time to time to advise you of the products and services that we offer – this service may also be carried out by third parties authorised to act on our behalf. You have the right to request a copy of any 'personal data' within the meaning of the Data Protection Act 1988 and 2003 (as amended or re-enacted) that our office holds about you and to have any inaccuracies in that information corrected.

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