

# Terms of Business

## Introduction

The purpose of this document is to set out the basis on which Campion Insurances Limited trading as Campion Insurance, Future, Bestquote.ie and ISME Insurance Services will provide insurance services to you. It contains details of our regulatory and statutory obligations and the respective duties of both the firm and you the customer relating to the provision and acceptance of these services.

This is an important document so please read it carefully to enable you to decide if our services are right for you. If you have any questions, please contact any of our staff. If there are any material changes to the information in this document, you will be issued with a revised copy as soon as possible.

This document takes effect from 1 September 2020, or whenever it is received (whichever is later) and supersedes any terms of business agreement that may have been previously sent to you. It includes the relevant provisions of the Consumer Insurance Contracts Act 2019, which come into effect from that date. We may choose to issue this document to you electronically, however, at all times you can request to receive a copy by post or at any of our offices.

## Authorised Status

Campion Insurances Ltd, trading as Campion Insurance, Future, Bestquote.ie, and ISME Insurance ("the Firm") is regulated by the Central Bank of Ireland (Reference no. C9913) as follows:

- Authorised and registered under the European Union (Insurance Distribution) Regulations 2018;
- Authorised as an Investment Business Firm under Section 10 of the Investment Intermediaries Act (IIA), 1995 (as amended), to provide the services of an investment intermediary;
- Authorised as a Mortgage Intermediary under the Consumer Credit Act, 1995;
- Authorised as a Mortgage Credit Intermediary pursuant to the European Union (Consumer Mortgage Credit Agreements) Regulations 2016;
- Authorised as an Investment Product Intermediary - this means that we hold appointments from;
- IIA product producers, including intermediaries that may issue appointments, appearing in the register maintained under Section 31 of the Investment Intermediaries Act (as amended);

- We are also authorised and regulated as a Credit Intermediary by the Competition and Consumer Protection Commission under the terms of the Consumer Credit Act 1995;
- Copies of our authorizations are available on request and are displayed in the public areas of our offices.

Our registered office is at Otter House, Modern Plant Building, Naas Road, Dublin 22 (Company No. 269654). Copies of our Authorizations can be viewed in each of our offices.

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.

## **Statutory Codes**

The Firm is subject to and complies with the Central Bank of Ireland Consumer Protection Code, Minimum Competency Code, Fitness & Probity Standards and the Handbook of Prudential Requirements for Investment Intermediaries. These codes and standards offer protection to consumers and can be found on the Central Bank of Ireland website [www.centralbank.ie](http://www.centralbank.ie) and use search for 'Codes/Guidance on Regulatory Requirements'.

## **Services Provided**

We provide advice and placement facilities in relation to General Insurance, Life Assurance products and services, Mortgages and deposits. As a credit intermediary, we can also arrange premium finance with premium finance providers.

Based on the information that you provide we will identify and recommend a suitable product(s) from product providers or insurance undertakings with whom we hold agencies (a copy of this list is available on request). We endeavor to provide our customers with the most suitable product to suit their requirements.

The principal regulated activities of the firm are transacted on the basis of a fair and personal analysis of the market 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 to make a recommendation in accordance with accepted professional criteria. In this regard we consider the following criteria:

- The needs of the customer;
- The size of the order;
- 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 the information about the products;
- The quality of the product and service provided by the provider;
- Cost and any other relevant consideration.

However, there are exceptions to this as follows:

**Vintage Motor Cover** - We only offer insurance products for vintage motor vehicles for member of the IVETA which are underwritten by FBD Insurance DAC.

**Health Insurance** - We only offer insurance products for private medical insurance, which are underwritten by Irish Life Health Designated Activity Company.

**Dental Insurance** - We offer a range of dental insurances products, which are provided by Decare Dental Insurance Ireland Limited only.

**Mortgages** - We offer advice on a fair and personal analysis basis in respect of this product and in this regard, we hold agency appointments with AIB Mortgage Bank, KBC Bank Ireland plc., Haven Mortgages Limited, Permanent TSB plc, Brokers Ireland Network Services Limited trading as Brokers Ireland Mortgage Services, Dilosk DAC and Ulster Bank Ltd.

**Deposit broking** - We only have facilities to place deposits with Permanent TSB plc. and Investec Bank Plc.

**Legal Expenses** in respect of Home, Motor and Commercial insurances - we offer these products provided by ARAG Legal Protection Limited.

**Travel Insurance** - We offer access as introducer only to travel insurance arranged by KennCo Underwriting Ltd T/A KennCo Insurance with Lloyd's Insurance Company S.A and Amtrust Europe Ltd.

We do not have any 'tied' relationships with any institution.

### **Add-on Covers**

We offer Family Legal Protection/Motor Legal Protection cover on our home and motor policies (including light commercial vehicles up to 3.5 tons) - this is optional cover and if you decide to take this up it will be indicated separately on your invoice. We also offer Commercial Legal Protection cover and if you decide to take up this optional insurance, it will be indicated on the quotation and invoice.

We recommend ARAG Legal Protection products to our customers. However, this is an optional cover. Policy wording is available on request. In the event that the main policy covers are cancelled mid-term, the premium paid for the ARAG cover is not refundable.

### **Selection of Insurers**

We hold a significant number of appointments with insurers/product providers so that we can offer a range of products that best matches our customers' needs. However, we cannot take responsibility for or guarantee the financial stability of any of these entities with whom we place business on your behalf.

## Quotations

All quotations are valid for 7 days. All quotations and cover are subject to acceptance by the insurer concerned. A full copy of the insurers' policy wording, terms and conditions is available upon request. Please note full disclosure of all material facts should be made including medical history and claims. Failure to disclose all relevant information could result in your policy being cancelled, claims not being paid, difficulty in getting insurance elsewhere and in the case of property insurance, failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property.

## Policy Documents

Following inception of cover, a policy document will be issued to you. This document will set out in detail the conditions applicable, operative endorsements, terms, conditions, exceptions and warranties of the policy. We strongly advise that you read this document carefully (including the policy schedule or other documentation enclosed with it), report any errors that you discover or query you may have to us immediately and retain all documentation in a safe place. We may issue your policy documents electronically to you via email or by giving you a link to our website where you can access the relevant document. At all times, you can request a paper copy of the document to be sent to your home address and we will issue this to you within 5 days of your request.

## Cooling OFF Period

A consumer (as defined by SI No 853 of 2004) has the right to withdraw from a non-life insurance policy (as defined under SI No 853 of 2004) within 14 days of the start date of the policy (except in the case of travel policies whose operative period is for one month or less) without penalty and without giving any reason. For life insurance products, this period is 30 days from the start date of your policy. This is known as the cooling off period. The right of withdrawal may be exercised by notice in writing to Campion Insurance Ltd quoting your policy number provided that no claim or adjustment has been made or is intended to be made or no incident has occurred which is likely to give rise to a claim or for travel policies. Should this right be exercised the insurance company may charge for the period you are on cover. For motor insurance, the insurance certificate and disc must be received by Campion Insurance Ltd before the policy can be cancelled. Please note that the policy administration charge/fee is non-refundable if you choose to withdraw from the policy within the cooling off period.

### With regard to New business and Renewal

- Arising from the provisions of the Consumer Insurance Contracts Act 2019 where a consumer's entitlement to cancel a contract of insurance is not governed by the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004) a consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover. This

does not affect the notice periods provided under the Distance Marketing Regulations (30 days/14 days in respect of life/general policies respectively).

- The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.
- A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

### **Duty of Disclosure by You**

You have a duty of disclosure to provide all information (e.g. are all previous claims disclosed, accidents, incidents, convictions, license endorsements, un-occupancy of a property, medical history, lifestyle questions on assurance proposal forms, change in circumstances etc.) material to the risks being insured. This means any information that would influence a decision by an insurer whether to accept a risk and if so, on what premium and terms. In the event of non-disclosure an insurer has the right to cancel your insurance from inception and claims under your policy may not be met. Failure to make full disclosure may also cause difficulty for you trying to purchase insurance elsewhere. If you are in any doubt as to whether or not information is material, then it should be disclosed.

It is therefore in your best interests that you 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 these changes and request a review of the relevant policy so that we can ensure that you are provided with the up to date advice and products best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient cover, or inappropriate investments.

### **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. Where an unavoidable conflict of interest arises, we will advise you of the fact, in writing, before providing any business service. If you have not been advised of any such conflict of interest you may assume that none arises. From time to time, we have agreements with insurers for the provision of goods or services in connection with specific product development, training and promotion. All such arrangements are reviewed to ensure that they do not conflict with our customers best interests in accordance with our obligations under the Consumer Protection Code.

### **Remuneration**

We are remunerated by both commission and/or fees. Please note that these fees are non-refundable. We may also be remunerated by way of override payments from certain product providers. Customers also have the option of paying solely by fee if so desired. In this instance, the amount of any commission received will be deducted from the fee. We will disclose the non-life commission payable from the insurance company upon request. The actual fee amount charged will be shown separately on our quotation and invoice documentation or another durable medium.

If charges cannot be ascertained in advance, we will notify you that these will be levied as part of the transaction.

In the event of advice being offered or services provided to clients for which we are not remunerated by commission in the normal way from insurance companies, we would agree a fee in advance of the provision of service.

### **Third Party Charges**

We may source your insurance requirements through a managing agent/wholesale broker who may charge for their services. Such charges will be disclosed on your invoice, policy document or renewal notice.

### **Default and/or Cancellation**

You, the customer can cancel your policy at any time by giving notice in writing subject to the terms and conditions of the applicable policy. If you cancel your policy outside the cooling off period short term rates or minimum and deposit premiums may apply. We also reserve the right to instigate cancellation in the event of the following:

- Your non-payment of the premium due at inception, renewal or following an alteration;
- Your bank returns your cheque due to insufficient funds or any other reason;
- Direct Debit default;
- Non-disclosure of relevant information;
- Provision of incorrect or inaccurate information;
- Non-return of necessary documentation within the required timeframe;
- In respect of policies financed through a credit agreement with premium finance companies please note that your insurance company will begin cancellation proceedings once the second default occurs and your policy will be cancelled 10 days after the date of the second default;
  
- Product producers may withdraw benefits or cover too in the event of default on payments due under policies of insurance or other products arranged by you. We would refer you to policy documents or product terms for the details of such provisions;
  
- Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

Our firm reserves the right to exercise its legal rights to receive payments due to it for business services provided.

## Handing Client Money

We accept payments in cash, by cheque/bank draft, credit/debit cards or electronic bank transfer in respect of all classes of insurances where an insurer/product provider has invited renewal of a policy or accepted a proposal for insurance. We cannot accept cash or negotiable instruments in any other circumstances. For certain Insurance and Investment products we may request that all payments are made payable to the provider of the product in question. Before your money is paid over to the relevant insurer/ product provider it will be held in a designated Client Premium Account.

A receipt will be issued for all monies paid and you should keep these in a safe place. Customers must pay at inception date of a contract or on or before renewal date, or as invoiced in the case of mid-term alterations. We cannot pay a premium where the customer has not paid us. Product providers may cancel cover where a customer has failed to meet their obligations in relation to payment terms and conditions.

Once a premium is paid to us and you have been provided with a receipt, these monies are deemed to have been paid to the insurer/product providers in question which gives comfort to our customers.

## Return Premiums

We will refund any rebate that becomes due to you within 5 business days of receiving it or having been notified by the insurer that it is due to you. Any rebate due to you will be paid in full and any charges will not be deducted without your prior written agreement in each case.

Where the premium rebate is €10 or less we will offer you the choice of:

- (a) Receiving the premium rebate;
- (b) Receiving a reduction from a renewal premium or other premium currently due to us;
- (c) Campion Insurances Limited making a donation of the rebate amount to a registered charity.

## Schedule of Fees and Charges (Please note these are non-refundable)

<b>Commercial business</b>	<p>Up to €100 or up to 50% of the applicable premium, whichever amount is the higher. On occasion, we may need to charge rates different to the Above depending on the complexity of the case. However, we will advise you of these in advance. Such fees may be charged as follows:</p> <ul style="list-style-type: none"> <li>• Directors/senior advisors €250 per hour;</li> <li>• Managers/account executives €150 per hour;</li> <li>• Support Staff €100 per hour.</li> </ul>
<b>Private Motor, commercial vehicles up to 3.5 tons and tractors</b>	<p>Up to €200.</p>
<b>Home</b>	<p>Up to €200.</p>
<b>Travel</b>	<p>Up to €25.</p>
<b>Caravan</b>	<p>Up to €75.</p>
<b>Vehicles covered under the Campion Vintage Motor Cover</b>	<p>Up to €100.</p>
<b>Health</b>	<p>Up to €100. Irish Life Health DAC pay us a commission based on a % of the premium.</p>
<b>Mid- term alterations to a policy</b>	<p>Up to €45.</p>
<b>Duplicate documentation</b>	<p>Up to €45.</p>
<b>Roll over direct debit</b>	<p>Some product providers may collect our fee on our behalf if your policy is paid to them by direct debit.</p>
<b>Mortgages</b>	<p>We may charge a fee of up to €500.00 for assisting and advising in the mortgage process (depending on the complexity of the case) and this fee is payable even if we have not been successful in obtaining a mortgage for you. If we subsequently secure a Letter of Offer for you and you do not proceed with the loan, there will be an additional charge of €250 for our services. We receive commission from lenders at a rate of up to 1% of the amount borrowed.</p>



<b>Premium finance</b>	<p>Up to €20 for set up and €15 for cancellation. As a credit intermediary, we may be remunerated by the finance provider when finance is arranged.</p>
<b>Life Assurances</b>	<p>We are remunerated by both commission and/or fees. The service can be provided on a fee only basis if desired. Clients may pay in full for the service provided by means of fee, which will be agreed in writing with you in advance of the provision of service. The amount of any commission received will be deducted from any fee payable. Our fees are charged as follows:</p> <ul style="list-style-type: none"> <li>• Director/senior consultant €250 per hour;</li> <li>• Consultant €150 per hour;</li> <li>• Administrator €100 per hour;</li> <li>• Annual review fee 0.5% of the fund.</li> </ul>
<b>Claims handling</b>	<p>By agreement and which will be set out in writing to you.</p>

## Premium Finance

We can also arrange premium finance for your personal or commercial insurance policies with Close Brothers Premium Finance Limited ("Close") or Premium Credit Limited and offer these facilities to you. However, please note that these providers carry out a credit assessment before offering such credit facilities. Campion Insurance Limited may be in receipt of remuneration from the premium finance provider. As with all credit agreements, terms and conditions will apply and our staff will be happy to clarify any questions that you may have with regard to these. We strongly advise that you read all documentation relating to such agreements before entering into it and there are a few important points to note concerning such agreements:

- Funds must be available in your bank account at least a day before the instalment date to avoid a default. Please also note that Close charge a fee of €15 for each default.
- In respect of policies financed through Close please note that your insurance company will begin cancellation proceedings once the second default occurs and your policy will be cancelled 10 days after the date of the second default.

## Call Recording

Please note that telephone calls to and from our offices may be recorded for quality, training and verification purposes, to assist in the complaints procedure and/or to help detect fraud and also to ensure the accuracy of our consumer records. All data recorded in this way is managed in keeping with Data Protection Acts. A copy of your recorded telephone call can be made available to you on request. CCTV are in place in all of our offices to ensure the security of our premises, aiding in the prevention and detection of theft and other crimes, and supporting the maintenance of health and safety standards in the workplace. CCTV images are governed by legislation under the GDPR (General Data Protection Regulations 2018). Please also refer to our Data Protection section of this document.

## Instructions for Policy Amendments

It is important to note that where an instruction is transmitted to amend your policy via phone message, text, email or fax that you are aware that these changes in cover are only operative provided they have been confirmed by Campion Insurances Limited. For the avoidance of doubt please note that leaving a voice message on our answering service is not a basis to assume that cover has been put in place. We will only take instruction to cancel or lapse a policy from you. In some cases, we may also deal with other people contacting us on your behalf as long as we have your permission. In those circumstances, we will only take instructions to change a policy from you, your husband, wife or civil partner or your parent.. If you would prefer that we only deal with you, please let us know. In exceptional circumstances, it may be necessary for us to deal with other people, for example, if you are incapacitated and if a next of kin contacts us in relation to your policy.

## Claims

Changes arising from the introduction of some of the provisions of the **Consumer Insurance Contracts Act 2019** effective 1 September 2020 in respect of the post contract stage and claims are as follows;

- If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed:
  - 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or:
  - 10% of the claim settlement amount where the claim settlement amount is more than €40,000.

- An insurer may refuse a claim made by a consumer under a contract of insurance where there is a change in the risk insured, including as described in an “alteration of risk” clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.
- Any clause in a contract of insurance that refers to a “material change” will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the contracting parties when the contract was concluded.
- The consumer must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.
- The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.
- If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. (The insurer is under the same duty).
- If the consumer makes a false or misleading claim in any material respect (and knows it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they must notify the consumer advising that they are avoiding the contract of insurance. It will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

### **Governing Law and Language**

The laws of Ireland form the basis for establishing relations between you and Campion Insurances Limited. 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 handling of complaints. If you are unhappy with any aspect of our service, you can let us know by contacting us by phone, in person, or in writing. Complaints in writing should be addressed to the Compliance Officer, Campion Insurance Ltd, Modern Plant Building, Naas Road, Dublin 22. 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 firm's handling of and response to your complaint, you can contact the following:

Financial Services and Pensions Ombudsman  
Lincoln House, Lincoln Place Dublin 2, D02 VH29

**Tel: (01) 567 7000 Email: [info@fspo.ie](mailto:info@fspo.ie) Website: [www.fspo.ie](http://www.fspo.ie)**

## Data Protection

We comply with the requirements of the Data Protection Acts, 1988 and 2003 and GDPR 2018.

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. The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice (download our Data Privacy Statement from our Website or ask for a printed copy next time you are in any of our offices) and Data Protection policy. We would also like to keep you informed of mortgage, insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call and text. If you would like to receive such marketing information please complete the permission statements in the enclosed Consent Form or on our website. You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at [dataprotection@campionins.com](mailto:dataprotection@campionins.com) if you have any concerns about your personal data.

## E-Mail Communication and the Internet

We may choose to correspond with you by means of electronic communication (as defined in the Electronic Commerce Act 2000). Electronic communication may be corrupted and may not be either private or secure and, as with other means of delivery, there is a risk of inadvertent misdirection or non-delivery.

We cannot guarantee the security and integrity of electronic communication sent by you.

It is your responsibility to carry out a virus check on electronic communication and attachments. While we take reasonable steps to ensure the integrity of our data transmission systems, we cannot guarantee that our communication will be free from infection.

### **Compensation Schemes/Client Protection**

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 for 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).

For further information, contact the Investor Compensation Company Limited at (01) 2244955

We are members of Brokers Ireland and as such we are members of the Brokers Ireland Compensation Fund Ltd. Subject to terms and conditions of the Fund the liabilities of its member firms may be discharged by the Fund up to a maximum of €100,000 per client (€250,000 in aggregate) on behalf of the member firm if they are unable to do so or the above detailed ICCL has failed to adequately compensate affected clients of the member firm. Campion Insurances Limited also holds Professional Indemnity Insurance.

### **Anti-Money Laundering**

The Firm reserves the right to request information which it reasonably believes it needs to know in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended. From time to time, we may ask customers to confirm (or reconfirm) their identity in order to comply with the Anti-Money Laundering requirements. Any suspicious transactions will be reported to the Gardai and Revenue in line with our regulatory obligations.

#### **Anti-Money Laundering**

THIS TERMS OF BUSINESS REPLACES WITH IMMEDIATE EFFECT ANY PREVIOUS DOCUMENT ISSUED TO YOU.

I/WE ACKNOWLEDGE AND CONFIRM RECEIPT OF THIS TERMS OF BUSINESS AND THAT I/WE HAVE READ, UNDERSTAND AND ACCEPT THESE TERMS.

**Signed:** ..... **Date:** .....

# Having trouble juggling your insurance policies?

Let us take care of all your needs

We are ready



Car Insurance

Home Insurance

Mortgages

Life & Pensions

Health Insurance