

CFM Group Limited,
47 Haddington Road,
Dublin 4.
Telephone: 01 6606900



Terms of Business

City Financial Marketing Group Ltd. (CFM Group Ltd) - (The Company)

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.

Authorisation with the Financial Regulator

The Company is regulated by the Financial Regulator as a Multi-Agency Intermediary authorised under the Investment Intermediaries Act, 1995; as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995; and as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005. Copies of our regulatory authorisations are available on request. The Financial Regulator holds registers of regulated firms. You may contact the Financial Regulator on 1890 200 469 or alternatively visit their website at www.financialregulator.ie to verify our credentials.

Our Services

The Company does not have any “tied” relationships with any institution that would compromise our ability to offer you independent advice and choice. The Company is a member of the Irish Brokers Association (IBA). Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions/mortgages/general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Life & Pensions

As a Multi-Agency Intermediary, we can provide advice in relation to products for which we hold an agency, and can place business on your behalf with those product producers. The Company can provide advice on and arrange products from the following range: life cover, serious illness cover, income protection, savings, investments and pensions.

We will provide assistance to you for any queries you may have in relation to the policies, or in the event of a claim during the life of the policies and we will explain to you the various restrictions, conditions and exclusions attached to your policy. It is however, your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover, particularly in relation to PHI and serious illness policies.

Non-Life General Insurance Business

As a Multi-Agency Intermediary, we can provide advice in relation to products for which we hold an agency, and can place business on your behalf with those product producers. The Company can provide advice on and arrange products on all classes of Insurance. We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

Mortgages

Through the lenders or other undertakings with which we hold an agency, The Company can provide advice on and arrange products from the following range: fixed-rate loans, variable rate mortgages, capital & interest mortgages, interest only mortgages, endowment mortgages, pension mortgages, residential investment property.

We will need to collect sufficient information from you before we can offer any advice on housing loans. This is due to the fact that a key issue in relation to mortgage advice is affordability. Such information should be produced promptly upon request.

Disclosure of Information & Remuneration

Any failure to disclose material information may invalidate your claim and render your policy void.

The Company is remunerated by commission and other payments from product producers or lenders on the completion of business. In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for non-life business and Standard PRSAs.

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.

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 in Appendix 1, 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 the intermediary except where an arrangement to the contrary is made.

Non-Life General Insurance Fees

We are 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 30% dependant on the class of business. Commission is deemed fully earned when a product is placed with a product producer.

Scale of Charges

	Initial Charge	Renewal	Policy Alterations/ Cancellations
Household	Up to max of €125	Up to max of €125	Up to max of €125
Private Motor	Up to max of €125	Up to max of €125	Up to max of €125
Commercial	Up to max 20%	Up to max of 20%	Up to max of 20%
Travel	Up to max €125	Up to max of €125	Up to max of €125

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.

Bank charges incurred by us will be charged to the customer. The Company has a policy of charging an administration fee of €10 to cover the expenses of a returned cheque.

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.

Mortgage Fees

We may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance. This commission is paid by the mortgage lender. 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.

Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. Typically, this situation arises in relation to specialist lending.

If we provide mortgage advice and obtain a Loan Offer for you, and you subsequently do not proceed with your mortgage application through our firm, we will charge you an arrangement fee of €500 for our services.

Conflicts of interest

It is the policy of our firm 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

The Company will 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. The Company is not authorised to accept cash or negotiable instruments in any other circumstances.

Premiums are due on / or before renewal / inception date. Under the Financial Regulator 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.

Cooling off Period

A consumer (as defined by SI No. 853 of 2004) has the right to withdraw from an insurance policy (as defined under SI No. 853 of 2004) within 14 days of the policy without penalty and without giving any reason - this is known as the cooling off period. The right of withdrawal may be exercised by notice in writing to CFM Group Limited, quoting your policy number. 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 CFM Group 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 CFM Group Limited 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 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 (outside of the Cooling Off period) 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 CFM 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, please see scale of charges table above.

Default on payments by clients

Our firm 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, the firm 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.

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.

It is therefore very important that The Company 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 The Company of any changes of address in order to reduce this risk.

Complaints

We ask that you make any complaint against our firm relating to services provided by us in writing. We will acknowledge your complaint within 5 business days and we will fully investigate it. On completion of our

investigation, we will provide you with a written report of the outcome. 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 Ombudsman or the Pensions Ombudsman. A full copy of our complaints procedure is available on request.

Data Protection

City Financial Marketing Group Ltd. complies with the requirements of the Data Protection Acts, 1998 and 2003.

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 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, and which we think may be of interest to you. We would like to contact you by way of letter, email, telephone call or personal visit. If you do not wish to receive such marketing information please tick the box in the Terms of Business acknowledgement letter.

We may receive referrals from such firms and may advise them of any transactions arranged for you.

Client Comfort

The Company maintains an €1,500,000 Professional Indemnity Insurance for all service activities

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

Investor Compensation Scheme

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. The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme and our firm is a member of this scheme. Compensation may be payable where money or investment instruments owed or belonging to clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so. A right to compensation will arise only:

- If the client is an eligible investor as defined in the Act; and
- If it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
- To the extent that the client's loss is recognised for the purposes of the Act.

Where an entitlement to compensation is established, the compensation payable will be the lesser of:

- 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or
- Compensation of up to €20,000.

For further information, contact the Investor Compensation Company Ltd. at (01) 410 4955.

Irish Brokers Association (IBA) Compensation Fund Ltd

As a member of the Irish Brokers Association (IBA), The Company 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.

Authorisation

These procedures are effective upon commencement of business activity of City Financial Marketing Limited (CFM Group Ltd)

Authorisation Signature

Signed: _____ Date: / /
Jonathan Hehir
Managing Director

These Terms of Business are valid from 1st May 2009 until further notice.