

These Terms of Business set out the basis upon which CMG Claims Limited (“the Company”) will provide business services to you. They also contain details of the regulatory and statutory obligations and the respective duties of both the Company and you in relation to such services.

Authorisation

The Company is regulated by the Central Bank of Ireland to undertake insurance mediation as a Loss Assessor under the European Communities (Insurance Mediation) Regulations 2005.

Copies of Authorisations are available upon request and on the Central Bank website <https://www.centralbank.ie/>

CMG Claims Limited has registered its offices at The Square, Cloghan, Co.Offaly, R42 CK09

Statutory Codes

The Company is subject to and complies with the following codes of conduct issued by the Central Bank of Ireland; Consumer Protection Code 2012, Minimum Competency Code 2011, Fitness & Probity Standards, *[Prudential Handbook for Authorised Advisors and Restricted Intermediaries.]*

These codes offer protection to our clients and all codes can be found on the Central Bank website.

Services provided

As Loss Assessors we are contacted in the likely event of an insurance claim by the insured. We will visit the premises, review the policy and assess the damage. We will provide an estimate, report the claim and meet the Loss Adjuster/Insurer. We will also collate all additional documents requested by them. Once the Loss Adjuster/Insurer has determined the amount of compensation due, we accept or decline the offer with the insured’s approval.

Our dealings with you

We prefer clients to give us instructions in writing in order to avoid possible misunderstandings or disputes. We will however accept oral instructions provided they are subsequently confirmed by letter. Any advice we give you will normally be in writing but if given orally it will be recorded. Once we have acted on your instructions, we will not normally give you any further advice.

Cancellation/Cooling off period

You can cancel your assessment by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by us have been paid. The Company reserves the right to cancel this agreement at any time by giving the appropriate notice of two weeks to you at your last known address.



T:

0818 118 118

E: info@cmg-group.com

W: www.claimmanagementgroup.com

Remuneration and Charges

The Company is remunerated by a professional fee for work, activity and time spent in providing the best terms, advice, and services for your particular needs. Our fees are based on a percentage of the settlement achieved plus VAT at 23% and are agreed at the initial contact stage with the client and will be outlined in the client contract as signed between the parties. If any alternative rate applies, the client will be advised of same and same will be agreed with the client prior to proceeding with the service.

We reserve the right to amend our fee structure due to the complexity of the service provided which will warrant a higher fee. This will be agreed in advance with the client in writing.

We reserve the right to instruct subcontractors for specialist areas of the claim. Insurance related advice will be given by CMG employees only, who meet the minimum competency code aforementioned.

Loss assessing fees are payable directly to our firm 10 days from issue of the settlement cheque by the Insurance Company.

Failure to pay or default

The Company will exercise its legal rights to receive any payments due to it from clients for business services provided in the event of a default in payment, including interest at the rate of 1.5% per week on the outstanding balance.

Complaints Procedure

We have a written complaints procedure for the effective handling of all complaints. We will acknowledge receipt of your complaint in writing within 5 working days. A written update will then be issued to you every 20 days by a nominated individual within our firm and a comprehensive response to your complaint will be issued within 40 days of receipt of your initial complaint.

In the event of any failure to resolve your complaint you may raise this matter with the Financial Services Ombudsman Bureau Tel: 1890 88 20 90 enquiries@financialombudsman.ie

Our full Complaints Procedure is available on request

Phone Calls Recorded

Please note that all telephone calls may be recorded for regulatory, training and quality control purposes.

Conflicts of Interest

It is our policy to avoid any conflict of interest when providing business services to our clients. However, where an unavoidable conflict of interest arises, we will advise you of the steps we propose to take in order to protect your interests.



T:

0818 118 118

E: info@cmg-group.com

W: www.claimmanagementgroup.com

Force Majeure

We will not be liable for any failure or delay in the performance of any of our obligations that is caused by events beyond our control (“Force Majeure Event”) including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes. The performance of our obligations is deemed to be suspended for the period that this Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

Waiver

The failure to exercise, or delay in exercising, a right or remedy under these Terms of Business shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under these Terms of Business shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

Entire Agreement

These Terms of Business, together with any documents referred to in these Terms of Business, constitutes the entire agreement between the Parties relating to the subject matter of these Terms of Business and supersedes all prior communications, drafts, agreements, offers, representations, warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the Parties.

Variation of these Terms of Business

The provisions of this agreement may be varied or superseded at any time by agreement in writing between us, but any such variation shall not affect any rights or obligations of either of us already accrued.

Severability

If any of the provisions of these Terms of Business are judged to be illegal or unenforceable, the continuation in full force and effect of the remaining provisions will not be prejudiced unless the substantive purpose of these Terms of Business is then frustrated, in which case either Party may terminate these Terms of Business on written notice are judged to be illegal or unenforceable, the continuation in full force and effect of the remaining provisions will not be prejudiced unless the substantive purpose of these Terms of Business is then frustrated, in which case either Party may terminate these Terms of Business on written notice.

Governing law and Jurisdiction

This Agreement is governed by, and shall be construed in accordance with, Irish law and the Parties agree that the Irish courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions. Each of the Parties hereto hereby submit to such exclusive jurisdiction of the Irish courts.



T:

0818 118 118

E: info@cmg-group.com

W: www.claimmanagementgroup.com

Data Protection

We collect your personal details in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure it is used only for legitimate purposes. To fulfil these objectives, we may share information with other affiliated professionals. The information and other data provided to our office may be used to advise you of products and services we may offer from time to time.

You have the right at any time to request a copy of any 'personal data' within the meaning of the Data Protection Act 2018 (as amended or re-enacted from time to time) that our office holds about you and to have any inaccuracies in that information corrected.

Anti-Money Laundering

The Company may require Anti-Money Laundering documentation where it determines same to be necessary and appropriate.

Disclosure of Information

It is your responsibility to provide complete and accurate information when making a claim. You must not withhold or misrepresent any material information. Material information is any information which we would regard as likely to influence our assessment or acceptance of the insurance claim. This information may include, but is not limited to, medical history, occupation details, previous claims experience, relevant convictions and/or pending prosecutions. If you are in doubt as to whether such information is material, you should disclose it.

Failure to disclose any material information to your insurer could invalidate your insurance cover and could mean that all or part of a claim will not be covered.

Disclaimer

The Company will not accept any responsibility for the consequences of any misrepresentation made by you or any third party. Any fraudulent, exaggerated, or misleading information supplied can result in the declinature of an entire claim, and the avoiding of the policy.



T:

0818 118 118

E: info@cmg-group.com

W: www.claimmanagementgroup.com