



## **Terms of Business Capstone Financial Services**

Who we are: Capstone Financial Services, t/a Petinsure (Registration No. 349536) & t/a Zoopo (Registration No. 619993) (Company No: 451193), Registered office: Ulysses House, 23/24 Foley Street, Dublin, D01W2T2 (Hereafter referred to as "Us" or "We").

### **Contact Details:**

Correspondence Address: PO Box 911,

South City D.S.U.,

Cork, T12 C82S

Tel: 021 2029119

Email: [Info@CapstoneGroup.ie](mailto:Info@CapstoneGroup.ie)

### **Authorised Status**

Capstone Financial Services Ltd, is regulated by the Central Bank of Ireland (Registration Number C48167) as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on (01) 4104000 or alternatively visit their website on [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials. The firm is subject to the Central Bank of Ireland's Consumer Protection Code, Fitness and Probity Standards and the Minimum Competency Code. These codes are available for inspection on the Central Bank of Ireland's Website [www. centralbank.ie](http://www.centralbank.ie).

### **Services Provided**

Capstone Financial Services Ltd may offer advice in relation to Pet Insurance. We also transmit orders on clients' behalf to any of the insurance undertakings or product producers with whom the Company hold letters of appointment. A list of all such appointments is contained elsewhere within this Terms of Business.

### **Policies are underwritten by**

Arch Insurance (EU) dac. Address: Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4  
Company Registration: 505420. Arch Insurance (EU) dac is regulated by the Central Bank of Ireland.



## **Data Protection**

We comply with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 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 and Data Protection Policy. We would also like to keep you informed of 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. We may receive referrals from such firms and may advise them of any transactions arranged for you. 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. If you are unhappy with how We have handled your personal information or if you want further information about the way your personal data will be used please contact Us at [privacy@capstonegroup.ie](mailto:privacy@capstonegroup.ie)

## **Conflict 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. A full copy of our conflicts of interest policy is available on request.

All complaints should be directed in writing to:

The Complaints Officer, Capstone Financial Services

P.O. Box 911 South City D.S.U. Cork

T12 C82S

or email: [Info@CapstoneGroup.ie](mailto:Info@CapstoneGroup.ie)

In the event that you are not entirely satisfied with the firms handling of and response to your complaint, you have the right to refer your complaint to:

The Financial Services and Pensions Ombudsman (FSPO),

3rd Floor Lincoln House, Lincoln Place,

Dublin 2, D02 VH29.

Lo Call: 1890 88 20 90.



## **Your Obligations**

It is your responsibility to provide complete and accurate information when you take out your Insurance Policy, throughout the life of that policy and when you renew your Insurance. It is important that you ensure all statements made by you are, to your knowledge and belief, full and accurate. Failure to disclose any material information including, pets age, breeds, vet practices etc. to your Insurers could invalidate your insurance cover and could mean that all or part of a claim may not be paid.

## **Governing Law and Language**

These Terms of Business are subject to the laws of Ireland and the Courts of Ireland will have exclusive jurisdiction over any dispute. All contracts, terms, conditions and communications relating to any policies or services you may enter into with the firm will be in English.

## **Right of cancellation**

You have the right to withdraw from any insurance policy which you buy from Us within 21 days of the date of inception of cover.

## **Right to a refund**

If you cancel your cover within 21 days of the date of inception of your policy you are entitled to a full refund provided you have not submitted a claim.

## **Automatic Renewal Policies**

Where you have given Us permission to auto-renew your policy, whether by direct-debit or card payment, We will notify you by your chosen correspondence method at least 20 working days before the renewal date of your policy and tell you about any changes to the premium, the policy terms and conditions, warranties or policy/cover restrictions relating to your pet(s).

We will collect the premium due on the renewal date or on the chosen payment date of your policy via the payment method already provided by you. If you do not want Us to auto-renew your policy please contact Us no later than 5 working days prior to your renewal date on one of the contact methods outlined above and We will cancel the renewal of the policy and no monies will be debited from your account, otherwise We will collect the renewal premium (this does not affect your Right of Withdrawal outlined below).

You should also note that your renewed policy will only be valid when your account, credit card or debit card details have not changed. The auto renewal service relies on your payment details still being valid. If the payment details have changed since We last billed you, you must contact Us to process the renewal over the phone. If you do not receive confirmation of your new policy, you must contact Us to confirm/renew cover. For the facilitation of the auto renewal service, We will assume that your details have not changed and you have the permission of the card/account holder unless you inform Us otherwise.



### **Right of Withdrawal**

In all events, you have the right to withdraw from your policy during the “cooling-off period” without charge, provided you have not made a claim as follows:

- 1) From the initial inception date of your policy, you have the right to withdraw and receive a full refund of premium paid to Us if you notify Us within 21 days of the initial inception date of your policy.
- 2) From the renewal or automatic renewal date of your policy, you have the right to withdraw and receive a full refund of premium paid to Us if you notify Us within 14 days of the renewal date of your policy.

Withdrawal during the above cooling-off periods effectively means that no policy was ever in place for that policy year and you may exercise this right by notifying Us using any of the contact methods outlined above.

You are entitled to cancel your policy after the cooling off period provided you have not made a claim. In this instance We will refund the unused portion of your premium less the applicable “Cancellation during policy year” fees as outlined in our Schedule of Fees and Charges below.

### **Period of insurance**

Your period of insurance in respect of any policy you hold with Us will be the period specified as such in your Policy Schedule/ Renewal notice.

### **Amendments or alterations**

Where there is to be any amendment or alteration to the cover which We have arranged for you, We will inform you at least one month prior to said alteration or amendments.

### **Compensation Schemes / Consumer Protection**

Capstone Financial Services Ltd is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998. The legislation provides for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to clients of firms covered by the Act. However, you should also be aware that a right to compensation would only arise where money or investment instruments held by this company on your behalf cannot be returned either for the time being or for the foreseeable future and where the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client’s loss, which is recognised as being eligible for compensation or €20,000.



## **Default Remedies**

Capstone Financial Services Ltd actions in the event of default by the client are: Product providers are entitled to withdraw benefit or cover on default of any payments due under any products arranged for your benefit. It is therefore critical to the guaranteed continuance of your insurance that your premium is paid in full. Some insurers may include as a term of the insurance a settlement due date or in some cases a warranty under the terms of which the premium must be paid to them by a certain date. We inform our clients of such requirements and the relevant date in good time to allow the payment terms to be met. Failure to comply with the terms of the warranty may mean that the insurer's obligation under the policy will be terminated. We will automatically advise you of any payments outstanding on your policy and the consequences of failure to pay premiums. An outline of the action and remedies which the relevant product producers may take in the event of default by a client is included in the product producer's policy document.

## **Remuneration**

We are remunerated through commission and/or payments from insurers and product providers.

<b>Schedule of Fees &amp; Charges</b>	<b>Amount in €</b>
Policy documents by post	15.00
Direct Debit default charge	10.00
Claim payments by cheque	15.00
Premium refund payments by cheque	15.00
Cancellation during Policy year	25.00

Effective Date: 07/10/2020