



## **TERMS OF BUSINESS**

Tom Grant Financial Services Ltd T/A One Life is regulated by the Central Bank of Ireland as MIA, a copy of the Firm's Statement of Authorised Status is available on request and is registered at the Companies Registration Office - registration number 548889.

We are subject to the provisions of the Central Bank of Ireland Consumer Protection Code 2012, Minimum Competency Code and Fitness and Probity Standards, which offers protection to consumers.

We are registered with the Central Bank of Ireland under the European Communities (Insurance Mediation) Regulations (Statutory Instrument No. 13 of 2005). Register and regulations are on website [www.centralbank.ie](http://www.centralbank.ie).

We are members of the Professional Insurance Brokers Association (PIBA). We follow the rules and principles established by our Firm for all general insurance and life assurance business activities.

We have a Company Policy of following best industry / business practice in all matters.

### **OUR SERVICES**

We offer broad advice on a fair analysis basis for all classes of Non-Life Insurance and Life Assurance Products and on a limited analysis basis for Health Insurance, as we only have an Agency with Aviva Health. Receive and transmit orders on your behalf for a product (s) to one or more of the Product Producers list. We do not guarantee the financial security of Product Producers with whom we place business.

### **OUR PRODUCT PRODUCERS**

We currently hold Agencies with Product Producers:-

Aviva Health Insurance Ireland Ltd, Aviva Group Ireland plc, Aviva Life & Pensions Ireland Ltd, , Friends First Life, Irish Life & Permanent plc trading as Permanent TSB, Royal London, Zurich Insurance plc, Zurich Life Assurance plc.

### **REMUNERATION POLICY**

We are remunerated by commission and/or a brokerage charge for arranging, or the provision of advice regarding Life / Pensions / Non-Life Insurance business. This fee is charged to cover the sourcing of the product, the administration costs, claims handling, risk management, advice, office overheads and on-going service of your business. Fees are charged on a time spent and disbursements basis, if charged. If we arrange a product for you with a Product Producer with whom the Firm holds an Agency Appointment the hourly charge may be offset against commissions payable by the Product Producer. Where the commission payable by the Product Producer is greater than the administration charge the balance will be retained by the Firm and where the commission payable is less than the administration charge the balance will be payable by the client, if charged.

However, where so required if any risk or product falls outside our standard fee terms we will advise you accordingly in advance and an hourly rate will be charged instead. Our current basic hourly rate is €215 for Directors, Managers, Team Leaders and Consultants and €76 for support staff. In determining the rate and any additional charges, factors such as specialist skills, complexity, value, risk and urgency will be taken into account. The rate of fees charged is consistent with the industry average. Brokerage and fees are earned for the period of the contract and we will be entitled to



retain all fees in respect of the full period of the contract.

#### **DEFAULT ON PAYMENTS BY CLIENT**

Client will provide settlement with cleared funds of all monies due in accordance with the payment date(s) specified in our invoice or other relevant payment documentation ("Payment Date"). Failure to meet the Payment Date will lead to Insurers cancelling your Policy particularly where payment is a condition or warranty of a contract. Should client underpay an Account due, the Firm retains the right to adjust future renewal date to match funds paid. Under Central Bank of Ireland regulations, we are not permitted to pay premiums to Insurers that have not been paid to us. When paying premiums you must specify the Policy (or Policies) to which payment applies. In the absence of your specific instructions, we reserve the right to allocate the payment against any outstanding premium.

#### **RECEIPTS**

We will issue a receipt for each non-negotiable or negotiable instrument or payment received. This is required pursuant to Section 30 of the "Investment Intermediaries Act, 1995". These are issued with your protection in mind and should be stored safely.

#### **PAYMENT HANDLING**

We will accept payments in cash, cheque, bank transfer, credit/debit card in respect of all classes of Insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995. We are not authorised to accept cash or negotiable instruments in any other circumstances.

#### **PREMIUM FINANCE**

Client may choose to use a Premium Finance Company or other Service Provider in connection with the insurance we place for you or the services we provide. If we receive any remuneration from any such service provider by reason of your use of their service, we will disclose to you the amount of that remuneration before you make a final decision to use that Service Provider.

#### **CANCELLATIONS**

We must be advised in writing only if cover is to be terminated during the period of insurance. If Policy is held in joint names, signature will be required from both parties. In the case of Motor Insurance, Policy will only be cancelled on receipt of Certificate and Disc of Insurance. You will be entitled to a proportionate return of premium for the unexpired period of insurance in accordance with the terms and conditions of your insurance policy. A cancellation fee may also apply. Please note our broker/administration fee is not refundable.

#### **GOVERNING LAW**

We propose that Irish Law will apply to the Contract. All communications will be in the English language.

#### **CONFLICTS OF INTEREST**

We will notify you in writing of any conflict of interest that may occur through any inter-related Company or referral that may be made to any Third Party.

#### **COMPENSATION SCHEME**

We are a member of the Investor Compensation Scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and to the payment, in certain circumstances, of compensation to certain clients as defined in that Act. That compensation may be payable where money or investment instruments owed or belonging



to clients and held, in the case of investment instruments, administered or managed by the Firm, cannot be returned to those clients for the time being and there is no reasonably foreseeable opportunity of the firm being able to do so. Where an entitlement to compensation is established, the compensation payable will be the lesser of a) 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998 or b) compensation of up to € 20,000.

In addition to the Compensation available under the "Investor Compensation Act, 1998", M. G. Anderson Insurances Ltd is bonded through its membership of IBA subject to the Rules of the Scheme, the liabilities of the Intermediary up to a maximum of €100,000 per client (or €250,000 in aggregate).

### **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 only used for legitimate purposes. We may need to collect sensitive personal information relating to you or anyone to be named on your Policy or residing in your household to process your application. It is your responsibility to ensure that you have obtained the permission of that person to allow us to process their sensitive personal data as part of your application and to explain our Data Protection policy to them. We may share with Product Providers information we hold about you and your claims history. Product Providers may subscribe to insurance industry databases for fraud prevention purposes. We may also use your information for the purposes of complying with regulatory or legislative requirements, offering renewals and for research/statistical analysis. This 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.

### **COMPLAINTS**

Should client have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact Tom Grant, our Compliance Officer. We will acknowledge your complaint within five days of receipt and will advise you of the person dealing with it. Should you be unhappy with the response to your complaint you have the right to take your complaint to the Financial Service Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 or to the Pensions Ombudsman, 36 Upper Mount Street, Dublin 2.

### **DISCLOSURE OF INFORMATION**

It is important to note that it is your responsibility to provide complete and accurate information on a Proposal Form or Statement of Fact when arranging, effecting amendments or renewing an Insurance Policy. Failure to disclose any material information to your Product Producer could invalidate your insurance cover and may result in a claim being rejected. Therefore, it is imperative that you read and check that the information recorded on a Proposal Form or Statement of Fact is correct, and if there are any errors, you must notify us immediately. It is taken that the information is recorded correctly if you fail to notify us.