



## **Euro Risk Management (Insurances) Ltd T/As ERM Financial Services – Terms of Business**

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### **Euro Risk Management (Insurances) Ltd T/As ERM Financial Services**

These Terms of Business set out the general terms under which our firm will provide business services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly. Please note that by proceeding with your transaction through the firm, you agree to the terms as laid out in this Terms of Business document. 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.

This document takes effect from 13<sup>th</sup> June 2022 or whenever it is received (whichever is the later) and will supersede any Terms of Business that may have been previously sent to you.

### **Authorisation with the Central Bank of Ireland**

Euro Risk Management (Insurances) Ltd T/As ERM Financial Services (C4597) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 and as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995, and as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016.

Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. 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.

### **Codes of Conduct**

Euro Risk Management (Insurances) Ltd T/As ERM Financial Services is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie)

### **How We Communicate With You**

The firm offer you the choice of receiving communication (including documentation) either on paper or by another durable medium such as email or SMS. Where you have chosen to provide us with your email address and/or mobile number for communication (including documentation), you agree that we can communicate and contract with you using electronic means. Should you not wish us to communicate or contract with you via electronic means, please advise the firm and we will send correspondence to you using standard post.

### **Our Services**

Euro Risk Management (Insurances) Ltd T/As ERM Financial Services is a member of Brokers Ireland.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions and general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request. As a credit intermediary, we can also arrange premium finance with premium finance providers.

### **Fair and Personal Analysis**

The concept of fair and personal analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/ or a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis

must be such that could reasonably be expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair and personal analysis of the market, we will consider the following criteria:

- the needs of the customer,
- the size of the customer 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 information about the products,
- the quality of the product and service provided by the provider,
- cost, and
- any other relevant consideration

### **Life & Pensions/Deposits & Life Wrapped Investments**

We provide life assurance and pensions on a fair and personal analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

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 policy and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is 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.

Specifically on the subject of permanent health insurance policies we will explain to you;

- a) the meaning of disability as defined in the policy;
- b) the benefits available under the policy;
- c) the general exclusions that apply to the policy; and
- d) the reductions applied to the benefit where there are disability payments from other sources.

For a serious illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

### **Non-Life**

We can provide advice on and arrange products from on personal lines such as but not limited to household, motor and travel insurance; and general insurance such as but not limited to commercial, public liability, employer liability, professional indemnity and marine.

We provide general insurance on a fair and personal analysis basis (providing services based on a sufficiently large number of contracts and product producers available in the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs).

In some cases, we may be granted authority from an insurance undertaking to conduct tasks on their behalf, for which we will be remunerated. Where we place your business with this insurance undertaking under this authority you will be notified in advance of the placement. We will also assist you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

To ensure continuity of cover, where you have an existing policy, which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period between renewal and when we receive your instruction. You have the right not to avail of this service.

## Remuneration

Euro Risk Management (Insurances) Ltd T/As ERM Financial Services are remunerated by way of commission from the providers with whom we transact business. Pursuant to provision 4.58A of the Central Bank of Ireland's September 2019 Addendum to the Consumer Protection Code, please see a summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to Euro Risk Management (Insurances) Ltd T/As ERM Financial Services for which we have agreed with product producers on our website – [www.ermfinancialservices.ie](http://www.ermfinancialservices.ie)

ERM Financial Services may apply an administration charge per hour for the provision of broad-based advice regarding Life, Protection, Investments, Pensions and non-life Insurance Policies such as Motor, Household, Travel, Commercial Property, Liability and Marine. Our current basic hourly rate is €275 for Directors and Consultants and €125 for Support Staff. In determining the rate, factors such as specialist skills, complexity, value, risk and urgency will be taken into account. Our Schedule of Fees are noted below. We review and may revise our rates every year.

Supplementary Charges: Should a particular project or circumstance require us to charge any additional fees, they will be specifically advised and agreed in advance. The calculation of such charges will be based on various factors such as, though not limited to, the complexity of matters under consideration, any commission payable (including none) by Insurers, costs incurred, time spent, qualification levels and numbers of personnel involved. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

## Premium Finance

We can also arrange premium finance for your commercial insurance policies with Premium Credit Limited and offer these facilities to you. However, please note that these providers carry out a financial credit assessment before offering such credit facilities. Euro Risk Management (Insurances) Ltd T/As ERM Financial Services 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 them.

<b>Schedule of Fees and Charges (Please note these are non-refundable)</b>	
Commercial Business - New Business & Renewals - Mid-Term Alterations	Up to €250 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: <ul style="list-style-type: none"> <li>• €275 per hour for Directors and Consultants; and</li> <li>• €125 per hour for Support Staff.</li> </ul>
Private Motor & Commercial Vehicles: - New Business & Renewals	Up to €250
Home: - New Business & Renewal	Up to €100
Personal Travel: - New Business & Renewals	Up to €50
Mid-Term Alterations - Personal Lines Only	Up to €100
Premium Finance	As a credit intermediary, we are remunerated 1% by the finance provider when finance is arranged and the premium has been paid.
Life Assurance	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: <ul style="list-style-type: none"> <li>• €275 per hour for Directors and Consultants</li> <li>• €125 per hour for Support Staff.</li> </ul>
Claims Handling	If applicable, by agreement and which will be set out in writing to you.

### **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;

We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for business services provided. In particular, without limitation to 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.

### **Premium Handling**

We accept payments in cash, by cheque/bank draft, 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. It is your responsibility to ensure that your payment has reached us and that your policy has been incepted/renewed/amended. If the firm do not receive your renewal payment on or before your renewal date, your policy will lapse and no cover will be in place.

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.

### **Premium Rebates**

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) Euro Risk Management (Insurances) Ltd T/As ERM Financial Services making a donation of the rebate amount to a registered charity

### **Sustainability Factors - Investments/IBIPs/Pension Advice**

When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider.

A summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which have agreed with product providers is available in our office or on our website - [www.ermfinancialservices.ie](http://www.ermfinancialservices.ie)

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed above. In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

If we receive commission from a product provider, this may/will be offset against the fee which we will charge you. Where the commission is greater than the fee due, the commission may become the amount payable to the firm unless an arrangement to the contrary is made.

### **Ongoing Suitability**

#### **Investments**

The firm's services does not include ongoing suitability assessments.

#### **Insurance based Investment Products**

The firm's services does not include ongoing suitability assessments.

### **Regular Reviews**

It is 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 which may result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to ensure that you are provided with up to date advice and products best suited to your needs.

### **Conflict of Interest**

It is the policy of our firm to avoid any conflict of interest when providing business services to you. However, where an unavoidable conflict may arise we will advise you of this in writing before providing any business service. If you have not been advised of any such conflict you may assume that none arises.

### **Complaints**

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. We will acknowledge your complaint in writing within 5 business days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. 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 and Pensions Ombudsman (FSPO). A full copy of our complaints procedure is available on request.

### **Data Protection**

We are subject to the requirements of the General Data Protection Regulation 2016/679, the Irish Data Protection Act 1988-2018 and the ePrivacy regulation, SI 336 of 2011 ('Applicable Laws').

Euro Risk Management (Insurances) Ltd T/AS ERM Financial Services is committed to protecting your data and complying with all applicable laws. We wish to be transparent on how we process your data and show you that we are accountable with the law, not only to the processing of your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Policy. This will be given to all our clients at the time of data collection.

We will ensure that this Privacy Policy is easily accessible. Please refer to this link via our website. If this medium is not suitable please request a hard copy which we can send via post.

Please contact us at [info@ermfinancialservices.ie](mailto:info@ermfinancialservices.ie) if you have any queries or concerns about your personal data.

### **Commercial Customers: Non-Consumers Disclosure of Information**

(Turnover of €3 m or more in the previous financial year)

You have a duty to disclose all material facts to insurers when arranging an insurance policy throughout the life of that policy and when you are renewing it. Material facts are information that would influence a decision by an insurer whether to accept a risk and if so, on what premium and terms (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 such as name, address, etc.). 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. It is essential that you should bring to our attention any material alteration in risk. Any failure to disclose material information may invalidate your claim and render your policy void.

### **Consumer Insurance Contracts Act 2019**

**The following sections apply to consumer duties and rights arising out of the Consumer Insurance Contracts Act 2019, which was implemented to protect consumers. Non-Consumer Commercial clients (Turnover greater than €3m) have no duties and rights under this Act, and therefore the following sections do not apply to them.**

#### **Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments**

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer'.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

#### **Completed proposal forms/statement of fact**

Completed proposal forms or Statements of Facts will be provided to you. These are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

You are under a duty to pay your 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 you if you are in breach of your duties under the Act, in proportion to the breach involved.

#### Cancellation of a Contract of Insurance

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under 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); which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies and only on sales that took place on a non-face to face basis (distance sales).

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right to cancel does not apply where, in respect of life insurance the contract is for a duration of six months or less, or in respect of general insurance, the duration of the contract is less than one month.

#### Post-Contract Stage and Claims

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 you 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 both you and the insurer when the contract was concluded.

You 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.

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).

If you make a false or misleading claim in any material respect (and know 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 may notify the consumer advising that they are voiding the contract of insurance, and 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.

### **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) 224 4955.

### **Brokers Ireland Compensation Fund**

We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (or €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 Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.