

## **Robert Ryan Insurances (Limerick) Ltd t/a UrLife - Terms of Business**

This Terms of Business document sets out the general terms under which Robert Ryan Insurances (Limerick) Ltd t/a UrLife will provide financial services and advice to you. Please read this document carefully making sure that you fully understand our Terms of Business and if you require any further clarification we will be happy to deal with your queries. These terms shall apply to any service provided to you by UrLife and will remain in force until further notice. Should these terms materially change, we shall notify you. The Terms also contain details of our regulatory and statutory obligations and the respective duties of both UrLife and you in relation to such services. Please note that by proceeding with your UrLife quotation/policy you agree to the terms as laid out in this Terms of Business document. By accepting this Terms of Business, you acknowledge that you have read and understand the information contained within your chosen quotation and/or policy.

Robert Ryan Insurances (Limerick) Ltd t/a UrLife carries on business at the Insurance House, 4<sup>th</sup> Floor, 31-32 Upper William Street, Limerick, V94 RY28. Telephone number: 061 314442. E-mail: hello@urlife.ie. Website: www.UrLife.ie. It is registered in the Company Registration Office under Company Number 264275.

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

Robert Ryan Insurances (Limerick) Ltd t/a UrLife is regulated by the Central Bank of Ireland as an Investment Product Intermediary authorised under the Investment Intermediaries Act, 1995 and as an Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations 2018. Copies of our various authorisations are available on request. Our authorisations can be verified by contacting the Central Bank of Ireland on 1890 77 77 77 or by viewing their website www.centralbank.ie.

### **Statutory Codes**

Robert Ryan Insurances Ltd t/a UrLife is subject to and complies with the Consumer Protection Code, the Minimum Competency Code and the Fitness and Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank of Ireland website www.centralbank.ie.

### **Additional Authorisations**

Robert Ryan Insurances (Limerick) Ltd t/a UrLife is also authorised and regulated by the Competition and Consumer Protection Commission as a Credit Intermediary.

### **Services Provided**

We are a member of the Brokers Ireland. As a member of Brokers Ireland, we must be in a position to place insurance with at least five insurers of the relevant form (life/non-life) and therefore can generally give consumers greater choice than agents and tied agents. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions, mortgages and general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

### **Fair and Personal Analysis**

The principal regulated activities of the firm are provided on the basis of a fair and personal analysis of the market; and you have the option to pay in full for our services by means of a fee.

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 be

reasonably 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 numbers of contracts and providers is sufficiently large to constitute a fair 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 ability of information about the products,
- The quality of the product and service provided by the provider,
- Cost and
- Any other relevant consideration.

### **Life & Pensions**

UrLife provides life assurance and pensions on a fair and personal analysis basis (see definition above). 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. 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 it is our policy to 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.

### **Regular Reviews**

It is in your best interest that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. You must advise us of those changes and request a review of the relevant policy so that we can ensure that you are provided with up to date advice and products best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

### **Remuneration Policy**

UrLife is remunerated by commission and other payments from product producers or lenders on the completion of business. You may choose to pay in full for our services by means of a fee. Where we receive recurring commission, this forms part of the remuneration for initial advice provided.

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life and Standard PRSAs. 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.

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 will become the amount payable to the firm unless an arrangement to the contrary is made.

### **Life Fees**

You may elect to deal with us on a fee basis.

|                        |                  |                 |                  |
|------------------------|------------------|-----------------|------------------|
| Principles / Directors | €200.00 per hour | Senior Advisers | €150.00 per hour |
| Associates             | €100.00 per hour | Support staff   | €60.00 per hour  |

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency, our scale of fees for such cases range from a minimum of €60.00 per hour to a maximum of €200.00 per hour. We will notify you in advance and agree the scale of fees to be charged.

#### **Personal Retirement Savings Accounts (PRSAs) Fees**

Where advice is requested for PRSAs, the following hourly fees will apply:

|                        |                  |                 |                  |
|------------------------|------------------|-----------------|------------------|
| Principles / Directors | €200.00 per hour | Senior Advisers | €150.00 per hour |
| Associates             | €100.00 per hour | Support staff   | € 60.00 per hour |

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will notify you in advance of providing you with these services, our scale of fees for such cases range from a minimum of €60.00 per hour to a maximum of €200.00 per hour.

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

Where we receive recurring commission, this forms part of the remuneration for initial advice provided and also for the ongoing management of your policy. In relation to Pensions/Savings/Investment business the firm will receive an annual management fee of up to 0.5% of the fund after being deducted by way of a management charge. In respect of new business introduced/referred to our company by another entity regulated by the Central Bank (William Cullen & Sons Ltd t/a Cullen insurances) we may share commission payments received from the product providers. Commission may also be shared with self-employed insurance consultants in respect of business introduced and transacted through our company once they are also regulated by the Central Bank of Ireland.

#### **Non-Life Remuneration**

UrLife is remunerated by commission from insurers on completion of business. Details of this remuneration are available on request. Where an override commission is received, this will be disclosed to you in general terms.

#### **Conflict of Interest**

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

#### **Complaints**

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. This company has a written procedure in place for the effective consideration and handling of complaints. This procedure ensures that complaints will be recorded and complaints acknowledged in writing within 5 business days and all complaints will be fully investigated. We shall investigate the complaint as swiftly as possible, and, the complainant will receive an update on the complaint as intervals of not greater than 20 business days starting from the date on which the complaint is made. On completion of the investigation, we will provide you with a written report of the outcome. In the event that you remain dissatisfied with the company's handling of and response to your complaint, contact may be made with the Financial Services and Pensions Ombudsman. A full copy of our complaints procedure is available on request.

#### **Cooling Off Period – Right of Withdrawal:**

A consumer has the right to withdraw from any policy within a set number of days from the start of the policy without penalty and without giving any reason. 30 days in respect of

consumer life insurance, pensions and mortgages. The right of withdrawal may be exercised by notice in writing to us or to your insurance company, quoting your policy number.

**Cancellation:**

You, the customer can cancel your policy by giving notice in writing at any time.

**Governing Law:**

The laws of Ireland will apply to policies and the Irish courts will have jurisdiction to hear any dispute regarding it, unless otherwise stated on the proposal form or policy terms and conditions.

**Language:**

The policy wording and all communication in respect of the policy will be in English.

**Compensation Scheme**

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

**Investor Compensation Scheme**

Scheme established under the Investor Compensation Act 1998. This legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances of compensation to certain clients (known as eligible investors) of authorised investment firms, as covered by the 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.

However, you should be aware that a right of compensation would only arise: 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 where the client falls within the definition of eligible investor as contained in the Act, and to the extent that the client's loss is recognised for the purposes of the Act.

In the event that a right to compensation is established, the amount payable is the less of 90% of your loss which is recognized as being eligible for compensation or €20,000. For further information, contact the Investor Compensation Company Ltd at (01) 2244955.

**Failure to Pay or Default**

Product producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in their policy terms and conditions. If the premium is paid by installments and you miss a payment, the product producer may cancel the policy. The Direct Debit Terms should be referred to, and a copy is available on request. We will also exercise our legal right to receive any payments due to us for business services provided in the event of a default in payment.

Insurers reserve the right to instigate cancellation proceedings in the event of the following:

Your non-payment of the premium due at inception or renewal.

Your bank returns your cheque due to insufficient funds or any other reason.

Non disclosure of relevant information/material facts.

Insurer imposed cancellation.

Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents.

**Documentation**

Prior to entering into a contact, we will provide you with the product producer's generic terms & conditions and if relevant, you will be provided with specific terms & conditions to reflect your circumstances after you have entered into a contract with the product producer.

We liaise with product producers to send our clients a formal policy document as soon as possible after inception of cover. This document sets out the various terms, conditions and exclusions relating to the cover and should be read carefully and understood.

We recommend that all confirmations of cover, completed proposal forms, policies and other documents be checked to ensure they are in accordance with requirements. If they are not, or if any clarification of any aspect of the cover is required, we must be contacted immediately.

We recommend that clients retain all confirmations of cover and policy documents for as long as a claim is possible under the relevant insurance policies.

### **Duty to Disclose Information**

Insurance contracts are based on utmost good faith. It is your duty to disclose to insurers, before the contract is concluded, all "material" information that is known to you. The obligation of disclosure is not limited to material information of which you are aware; it extends to those matters, which you ought to be aware of in the ordinary course of your business. It is your responsibility to provide complete and accurate information for insurers when arranging an insurance policy. It is important that you ensure that all information provided and all statements made on proposal forms, claim forms, and other documents are, to your knowledge and belief, complete and accurate.

If there is any breach of the duty to act with utmost good faith or failure to disclose any material information to insurers, the insurers will be entitled to void the policy of insurance from inception if the breach induced the making of the contract on the relevant terms. In effect, this means they would be entitled to act as if the policy has never existed and to seek recovery of all claims already paid under the policy.

In completing a proposal form or claim form, or other document relating to an insurance policy, the accuracy of all answers, statements and/or information is the insured's sole responsibility.

### **Claims**

It is essential that we be notified immediately of any claim or circumstances that could give rise to a claim. When you notify us, you must include all material facts concerning the claim. The policy wording will describe in detail the procedures and conditions in connection with making a claim. It should be noted that there is no cover for defense costs incurred without insurers prior consent.

### **Data Protection**

Robert Ryan Insurances (Limerick) Ltd t/a UrLife is subject to 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. 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. Please contact us at hello@urlife.ie if you have any concerns about your personal data.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_