

The IHI Group  
2 Tower Road, Clondalkin Village, Dublin 22  
Phone: 01 403 0700 [www.ihigroup.ie](http://www.ihigroup.ie)  
Email: [wecanhelp@ihigroup.ie](mailto:wecanhelp@ihigroup.ie)

## Terms of Business

Terms of Business – Version 17.3 Effective from 01/01/2023

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and 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.

### Authorisation with the Central Bank of Ireland

P.M. Brennan Financial Brokers Ltd t/a IHI Group (herein after referred to as The IHI Group) is regulated by the Central Bank of Ireland (CBI) as an Investment Intermediary under the Investment Intermediaries Act, 1995; as a credit Intermediary authorised under the Consumer Credit Act, 1995; and as an Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations 2018. Copies of our regulatory authorisations are available on request. Our Regulatory Number is 1655; The CBI holds registers of regulated firms. You may contact the CBI on 1890 777 777 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

### Codes of Conduct

The IHI Group 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)

### Our Services

- The IHI Group offers impartial financial advice, on a fee basis if required, in respect of investments and retirement planning
- **As Insurance Brokers** we offer advice on a fair analysis basis in relation to all classes of insurance policies. This means we will research the market and recommend the most appropriate products to match your needs. We will select and recommend a suitable product producer (s) and on receipt of your instructions we will transmit orders on your behalf to one or more such product producers (a list of which is available on request). The firm does not have a "tied" relationship with any institution for insurance products.
- As a **Credit Intermediary** we may arrange loans for premium finance.
- **Deposit Broker Services** are provided on a limited analysis basis in respect of those institutions only with which we hold an agency.

The IHI Group acts as a **Broker** which means that:

- a) The principal regulated activities of the firm are provided based on fair analysis of the market; and
- b) You have the option to pay in full for our services by means of a fee.

### Fair & Personal Analysis

The concept of fair analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance 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, considering the accessibility of information and product placement to intermediaries and the cost of the search.

To ensure that the number of contracts and providers is sufficiently large to constitute fair & 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
- 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

### Investment Intermediary Services

We are remunerated by commission for our investment intermediary services

### Insurance based Investment Products

We are remunerated by commission for the advice we provide on our insurance based investment products

### Life, Pensions & Private Medical (PMI) Insurance

The IHI Group provides life assurance and pensions on a fair analysis basis. 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.

### Sustainability Factors – Investment/IBIPs/Pension Advice

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, we assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation the products proposed/advised on. This means that we assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

We integrate these risks in our advice in the following way:

We review product provider literature in relation to sustainability risks, we liaise with the providers in relation to any queries in relation to the funds. This information is reviewed by the firm on an ongoing basis.

### Considering Principal Adverse Impacts on sustainability factors in the advice:

When providing advice on insurance-based investment products ('IBIPs') or investment advice we assess the PAI information published by product manufacturers as follows:

The firm will examine the Product Providers literature to establish the Principal Adverse Impacts for the relevant products. The firm will then compare financial products across available providers to make informed investment decisions about the suitability of ESG products for individual clients.

### Impact on Return

We also assess the likely impacts of sustainability risks on the returns of the IBIPs on which we advise. We base our estimation on the likely impacts of sustainability risks on the returns on the product documentation provided by the product manufacturer.

### Remuneration Policy

The IHI Group is remunerated by a combination of commission and/or fees for arranging or provision of advice regarding life and Private Medical Insurance business. We are generally remunerated by Insurance Undertakings and Product Producers on a commission basis, the level of which is determined by the class of business being placed. Non-life commission payable may range from 0% to 30% & full details are available on request. All commissions received contribute to the overall cost of providing ongoing services to our clients and are not offset against fees which we may charge you.

Fees are primarily charged for our expertise and qualified advice on a 'per hour' rate. However, there are a variation of options to Corporate Clients as per our Fee Structure document. In respect of claims handling, the fee chargeable will depend on the workload of the case involved. The service can be provided on a fee only basis if the client so desires. A summary of these details is available on our website – [www.ihigroup.ie](http://www.ihigroup.ie)

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

We take due care so that our internal remuneration policy with respect to investment or insurance advice on insurance-based investment products ('IBIPs') promotes sound and effective risk management in relation to sustainability risks and does not encourage excessive risk-taking with respect to sustainability risks.

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.ihigroup.ie](http://www.ihigroup.ie)

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

### **Life, PMI, Investments and Pensions**

In relation to arranging or provision of advice regarding life, pensions, investments etc, the firm is remunerated by either commission and/or fee. If applicable, fees are charged on a time spent and disbursements basis. Clients have the option to pay in full by fee for services. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 20 hrs. In determining the rate of any additional charges, factors such as specialist skills, complexity, value, fund performance, risk and urgency will be considered. Our scale of fees in such cases range from a minimum of €100 per hour to a maximum of €250 per hour. If the fee differs from that outlined above, it will be provided in writing prior to providing the service.

### **Clawback**

If we receive commission from a product provider [and off-set the commission against the fee which we would otherwise have charged you] but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that is equal to 100% of the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

### **Ongoing Suitability**

#### **Investments**

Ongoing suitability assessments form part of the service to clients. On an annual basis the firm will issue a client report outlining changes in the services or instruments involved and/or the circumstances of the client.

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

We will provide periodic assessments of the suitability of the insurance based investment product which we have recommended to you.

#### **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-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 of changes in your circumstances, or request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

For Insurance Based Investment Products we will provide periodic assessments of the suitability of the insurance based investment product which we have recommended to you.

### **Conflicts of interest**

It is the policy of our firm to avoid conflicts of interest in providing you with insurance and investment business services. If this is not possible, we will notify you in writing in advance of completing such services.

### Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients for investment business services provided. In particular, without limitation of 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.

Insurers and other product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

### Complaints

Whilst we are happy to receive verbal complaints it would be preferable to receive complaints in writing. We will acknowledge your complaint within 5 business days and we will fully investigate it as swiftly as possible. 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 Ombudsman or the Pensions Ombudsman. A full copy of our complaints procedure is available on request.

### Data Protection

P.M. Brennan Financial Brokers Ltd complies with the requirements of the General Data Protection Regulation (GDPR) 2018 and the Irish Data Protection Act 2018. PM Brennan is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client. 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, this will be given to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily accessible. Please refer to our website [www.ihigroup.ie](http://www.ihigroup.ie) if this medium is not suitable we will ensure you can easily receive a copy by post or e-mail. Please contact us at [wecanhelp@ihigroup.ie](mailto:wecanhelp@ihigroup.ie) if you have any concerns about your personal data.

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

Section 14 (1) – (5) of the Consumer Insurance Contracts Act 2019 which is effective from 1<sup>st</sup> September 2021 alters consumers' duty of disclosure:

- 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'. Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.
- Specific questions will be asked. 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.

The consumer is under a duty to pay their 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 the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

## Cancellation of Contract of Insurance

- A consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover. *(This does not affect notice periods already in place, i.e. 30 days in respect of life policies and 14 days in respect of general policies under respective pieces of legislation).*
- 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

- An insurer may refuse a claim made by a consumer 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 contracting parties when the contract was concluded
- The consumer 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
- The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance
- If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. (The insurer is under the same duty)
- If the consumer makes a false or misleading claim in any material respect (and knows 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 must notify the consumer advising that they are avoiding the contract of insurance. 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

## Commercial Customers: Non-Consumers

### Disclosure of Information

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

### Marketing Consent

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. Please advise us by ticking relevant box in the Terms of Business acknowledgement letter if and how you wish to be contacted.

### Compensation Scheme

We would remind you that it is not within our terms of authorization to accept cash or negotiable instruments except where an Insurer indemnity applies. 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 Clients' Compensation and Membership Benefits Scheme (BIC)**

We are also members of the **Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC)**. 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.