

## Ethico Limited - Terms of Business

Correct as at 08-06-2020

### Ethico Limited.

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

Ethico Ltd (C196757) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018, and as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995. 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

Ethico Ltd 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

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions products with a focus on those with an ethical/ ESG/ SRI positive ethos. A full list of insurers and product producers with which we deal is available on request. Ethico Ltd is a member of Brokers Ireland.

### **Insurance Intermediary Services** (except for Insurance based Investment Products (IBIPs))

a) the principal regulated activities of the firm are provided on the basis of a **fair and personal analysis** of the market;

The concept of fair and personal analysis describes the extent of the choice of products and providers offered by an intermediary within a 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 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.

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.

### **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/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.

## Statement of Charges

We may earn our remuneration on the basis of fee, commission and any other type of remuneration. 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 and on our website [www.ethico.ie](http://www.ethico.ie) under the Remuneration Document link. This document outlines the maximum commissions Ethico can earn for the arrangement of financial products on your behalf. However, the typical commission taken by Ethico earned on the most common products provided is often less than the maximum possible and are outlined below.

### Lump Sum (Single Premium)

- Investment Bonds, Approved Retirement Funds, Personal Retirement Bonds and similar
  - o Invested amounts under €250,000 3% Initial and 0.5% Trail
  - o Invested amounts €250,000-€499,999 2% Initial and 0.5% Trail
  - o Invested amounts €500,000-€999,999 1.5% Initial and 0.25% Trail
  - o Invested amounts €1,000,000 + 1.0% Initial and 0.25% Trail

(invested amount can be the total across various product categories)
- Personal Pensions
  - o 3% of initial invested amount, 0.25% Trail
- Standard and non-Standard PRSA and PRSA AVCs
  - o 5% of initial invested amount

### Re-occurring (Regular Premium)

- Personal Pensions
  - o 15% of initial invested amount, 0.25% Trail, up to 3% Renewal
- Standard and non-Standard PRSA and PRSA AVCs
  - o 15% of initial invested amount, up to 3% Renewal
- Protection Policies
  - o Permanent Health Insurance 120% Initial, 3% - 20% Renewal
  - o Life and Serious Illness Insurance 100% Initial, 3% - 20% Renewal

### Fees

In certain circumstances, it will be necessary to charge a fee for services provided. Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. 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. We will notify you in advance of providing you with these services. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee. They will be based on the following hourly rates

- Advisor Fees                      €250 per hour
- Support Staff                      €100 per hour

### Minimum Costs

For operational and business reasons, Ethico are not able to provide advice on and arrange product(s) if the expected commission is less than €995 per customer. If the expected commission is less than this figure, you will be asked to supplement the commission by way of fee paid directly to Ethico. You will be notified in writing prior to the finalisation of any products if such fees will be necessary.

### Group Schemes

Ethico provide groups schemes to corporate entities and other associations, typically in for the form of employee benefit packages. By their nature, the benefits and costs provided vary enormously from one organisation/ scheme to the next and tend to involve bespoke solutions and pricing in consultation with client organisations. Indicative remuneration is provided below for guideline purposes only.

- Group Occupational Pension Schemes
  - Ethico receive 10% of the first year’s annual premium as commission from the product provider and 0.25% of the funds under management in the scheme. For funds transferred in from existing schemes Ethico receive up to 2% commission of the transferred amount from the product provider.
  - Organizations can opt to pay Ethico by way of fee in lieu of the 10% initial commission. These will be negotiated depending on the details of the scheme, the number of members, estimated annual premium and transfer amount (if any). Fees will not exceed an onboarding fee of €995 per member. The 0.25% of funds under management is charged in all cases.
- Group Life Cover Schemes
  - Ethico receive an initial commission of 6% of the annual premium quoted and a re-occurring 6% every three years the scheme is in place.
- Group Income Continuance Schemes
  - Ethico receive an initial commission of 12.5% of the annual premium quoted and a re-occurring 12.5% every three years the scheme is in place.

### Ongoing Suitability

**Investments** (*IIA firms providing Article 3 services*).

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

The firm’s services do 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. 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, may result in you having insufficient insurance cover and/or inappropriate investments.

### **Disclosure of Information**

Any failure to disclose material information may invalidate your claim and render your policy void.

### **Conflicts 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.

### **Default on payments by clients**

We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for 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.

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 and Right of Redress**

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. A full copy of our complaint's procedure is available on request.

If 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). Details of how to do so are available at <https://www.fspo.ie/make-a-complaint/>. Contact details for the FSPO are as follows: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29 or telephone (01) 567 7000.

### **Data Protection**

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Ethico Ltd. 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 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 assessable. Please refer to our website [www.ethico.ie](http://www.ethico.ie) if this

medium is not suitable we will ensure you can easily receive a copy by hard copy. Please contact us at [info@ethico.ie](mailto:info@ethico.ie).

## **Distance Marketing and Electronic Signatures**

As part of our business operations Ethico will often deliver our services remotely to customers over telephone, internet or other electronic methods. In doing so where the services are delivered exclusively over electronic methods, we adhere to Distance Marketing Regulations which are additional measures over and above those required for face-to-face meetings. These regulations include;

### **Provision of Information**

Where a proposed financial product or service contract is to be subject to the Distance Marketing Regulations, the supplier of the distance contract must provide certain information to the consumer *before* the consumer is bound by the contract:

- The supplier
- The financial service to be provided
- Cooling-off period
- Right of redress if things go wrong

Certain specified information must be supplied regarding:

#### **• The Supplier:**

- the identity and the main business of the supplier
- the geographical address at which the supplier is established and
- any other geographical address relevant for the customer's relations with the supplier

#### **• The financial service to be provided**

- a description of the main characteristics of the financial service provided under the distance contract
- the total price to be paid by the consumer to the supplier for the financial service including all related fees, charges and expenses, and all taxes paid via the supplier or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it
- any limitations of the period for which the information provided is valid
- the provision of risk warnings where the financial service is linked to investments or factors which can fluctuate in value, e.g., unit-linked investments.

#### **• Right to withdraw from the contract**

- the arrangements for cooling off and withdrawing from the contract

#### **• Right of redress**

- details of any 'out of court' complaint and redress mechanism under the contract, e.g. right to complain to the Financial Services and Pensions Ombudsman.

The information must be supplied to the consumer in a "*clear and comprehensible (manner) taking into account the means of communication used*". This includes a requirement that the information supplied to the consumer:

*a. "is easily, directly and at all times accessible to the consumer of the financial service concerned, and*

*b. can be stored by the consumer in a durable medium."*

### **Telephone Sales**

In relation to telephone sales:

- where the supplier rings the consumer, the identity of the supplier and the commercial purpose of the call must be made explicitly clear at the beginning of the conversation with the consumer;

- if, during the course of the conversation, the consumer expressly waives his or her right to receive the detailed information outlined above before conclusion of the contract, more limited information may be provided to the consumer on the phone, provided the full information is provided in writing immediately after the contract is entered into.

### **Supply of Terms of the Distance Contract**

The Regulations require the supplier of a distance contract “*within a reasonable time before entering into a distance contract ... give to the consumer, in writing or in some other durable medium and accessible to the consumer ... all of the terms of the contract.*”

However, if a distance contract is entered into at the request of a consumer, and the means of distance communication used does not allow the information about the terms and conditions of the contract and the other information outlined above to be given to the consumer *before* the contract is concluded, the supplier can comply with the obligation immediately after the contract is entered into.

### **Ongoing Consumer Rights**

While the distance contract is in force:

- the consumer can request the supplier to provide the contractual terms and conditions printed on paper, at any time;
- the consumer can request the supplier to change the means of distance communication, e.g. from phone to email, or vice versa, unless to do so would be inconsistent with the contract or the nature of the service.

### **Enforceability of Distance Contracts**

A distance financial contract is not enforceable against the consumer if the supplier has failed to comply with the Regulations.

### **Cooling-Off Period**

There is a standard cooling-off period of 14 days for distance financial contracts, other than life assurance and personal pensions where the cooling-off period is 30 days. However, the cooling-off right does *not* apply to certain financial services whose price depends on fluctuations in the financial market outside the supplier’s control, which may occur during the cooling-off period.

The following are specifically excluded from the cooling-off right under the Distance Marketing Regulations:

- financial services related to:
  - foreign exchange
  - money market instruments
  - transferable securities
  - units in collective investment undertakings
  - financial-futures contracts
  - swaps and options
- contracts entered into at the consumer's express request whose performance has been fully completed by both parties before the consumer exercises his or her right of withdrawal.

Where a consumer exercises a cooling-off right, he or she can be made pay only for the financial services actually provided during the period before he or she exercised the cooling-off right; however, in the case of life assurance and personal pension contracts the consumer is entitled to a full refund of any premium paid, within the 30 day cooling-off period, less any investment losses during the period the policy was in force.

Furthermore, as part of any such contracts entered into at the distance, we will make use of electronic signatures. By using our services, you consent to the use of electronic signatures if they are so required.

### **Investor Compensation Scheme**

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company. 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.

### **Product Producers**

Below is a list of firms with whom Ethico hold written letters of appointment

- Aviva Life and Pensions Ireland dac
- Cantor Fitzgerald Ireland ltd
- Davy Select (a division of J&E Davy)
- New Ireland Assurance Company plc
- Standard Life International dac
- Zurich Life Assurance plc

### **Client Acceptance**

I acknowledge that I have been provided with and understand Ethico's Terms of Business

document. I consent to the use and recording of my electronic signatures by Ethico. I further acknowledge that the information I provide is necessary to enable Ethico make recommendations appropriate for my needs and circumstances. In the absence of complete information then Ethico may not be able to provide me with appropriate financial advice. I also understand that if I provide incomplete or inaccurate



information, I may not receive the correct advice and I may lose my right to seek compensation consequently. I have been made aware of Ethico's privacy notice and Remuneration Document, both available at [www.ethico.ie](http://www.ethico.ie).

Name: \_\_\_\_\_.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

If you need further clarification on any of the above matters, Ethico can be contacted by the following methods

Post: Ethico Ltd  
F3 Maynooth Business Campus  
Maynooth  
Co Kildare

Telephone: 01 902 3426

Email: [info@ethico.ie](mailto:info@ethico.ie)