# Irish Life

## Terms of business of Irish Life



Irish Life Assurance plc Lower Abbey Street Dublin 1 Phone: 01 704 1010 You can phone us: Monday to Thursday - 8am to 8pm Friday - 10am to 6pm Saturday - 9am to 1pm

These terms of business set out how we (Irish Life Assurance plc) will provide business services to you as a customer.

- a. Our name, address, and contact details are set out at the top of this document.
- b. Irish Life Assurance plc (Irish Life) and Irish Life Investment Managers Limited (ILIM) are separate companies within, and owned by, the Irish Life Group.
- c. Irish Life Assurance plc is authorised and regulated as a Life Insurance Undertaking by the Central Bank of Ireland
- d. Irish Life Assurance plc is subject to the Minimum Competency Code 2011 and the Consumer Protection Code 2012 which can be viewed on <u>www.centralbank.ie</u>
- e, f, & g. If you take part in a financial review with one of our employees or tied agents, we will advise you on life insurance plans (including life assurance, specified illness cover, income protection, savings, investments, and pension plans), tracker bonds, and Personal Retirement Savings Accounts (PRSAs). If you then agree to buy a product following a financial review, we will arrange your application for the product. Our underwriters will then decide whether to accept your application. Our advice will be based on the full and accurate completion of a factfind, which we will ask you to certify.
  - If you deal with us directly and do not want a full financial review, and if our underwriters agree, we will accept an instruction or application from you for an insurance plan, a tracker bond, or a PRSA. We will not provide any advice about the product.

- If we deal with your agent, your broker, or anyone else acting on your behalf, and if our underwriters agree, we will accept an application or instruction from that person, on your behalf, for an insurance plan, a tracker bond, or a PRSA. We will not provide any advice about the product. In these cases, these terms of business do not apply. If you agree to buy a product, and we accept your application, we will provide and manage the insurance plan, tracker bond or PRSA.
- As well as these terms of business there are terms and conditions, which apply to any
  insurance plan, tracker bond, or PRSA, and we will give you these when we provide the
  product. The terms and conditions, and these terms of business, will apply to the product.
  The terms and conditions will be given in the English language. We will communicate with
  you in English at all times.
- h. We will charge you for any product or service you agree to buy from us. We will include the charges within your contributions, payments, or investment lump sum. For products, which have an investment fund, we will also make ongoing charges to your fund. We will describe these charges in your plan, tracker bond, or PRSA documents. In certain circumstances, we may also charge you a separate fee for the services we provide. If we do this, we will give you a written estimate before we make the charges.

#### i. Data privacy

So that we can provide you with business services, you will have to give us personal information including your name, address, date of birth, and details about your financial arrangements such as your existing protection cover, pension arrangements, and your savings and investments. From time to time you will also need to give us sensitive personal information such as medical details. We will process all the personal information you give us in line with the provisions contained in the Data Protection Acts 1988 and 2003. We will only use this information to provide you with business services, to meet our legal and regulatory obligations, and for legitimate business reasons. For these purposes we may pass your personal information to third parties and to contractors where necessary, to regulatory authorities that need the information by law, to other companies within the Irish Life Group, and to any person your plan is transferred to. From time to time, we would like to send you information about other financial products and services. You have the right to ask us not to send you this marketing material and, at any time you can 'opt out' of receiving marketing material from us. You have a right to see the information we hold on you and you can do this by writing to us at the address below. We may make a charge of up to  $\in 6.35$  before we send you the information. You can also request that we correct any inaccuracies in your data at any time.

- j. It is our policy to try to avoid any conflict of interest when providing business services. If this cannot be avoided, we will tell you about any conflict, which may arise. Irish Life and Irish Life Investment Managers (ILIM) are separate companies within, and owned by, the Irish Life Group. Most of the insurance plans, savings and investment plans, pension plans, tracker bonds, and PRSAs which we arrange and provide, invest in investment funds which ILIM manage.
- k. If you miss any payment that is due under an insurance plan, tracker bond, or PRSA which you have bought from us, your insurance plan, tracker bond, or PRSA may lapse, may be made paid-up, or may end, depending on the conditions set out in your terms and conditions. In particular, if your plan includes risk cover (insurance protection) this may end. If necessary, we will use our legal rights to claim any payments you owe us for business services we have provided to you, and to claim for any value we have got for you arising from payments you have made. We may also use any set-off rights we have by law for any amounts you owe us in relation to any of our products or services.
- I. If you have a complaint about the business services we have provided, you should send it to either:

Irish Life, Customer Complaints Management Team FREEPOST Irish Life Centre Lower Abbey Street Dublin 1.

Irish Life Corporate Business Division Irish Life Centre Lower Abbey Street Dublin 1

We will acknowledge your complaint within 5 days of receiving it. Our target is to resolve all complaints within 10 working days. If this is not possible we will let you know when you can expect a full reply.

You may refer your complaint to the appropriate Ombudsman. Depending on your type of policy the appropriate Ombudsman may be the Financial Services Ombudsman, or certain cases may be dealt with by the Pensions Ombudsman.

They can be contacted at:

#### Financial Services Ombudsman

3rd Floor, Lincoln House, Lincoln Place, Dublin 2

Lo-call: 1890 88 20 90 Fax: 01 662 0890 E-mail: enquiries@financialombudsman.ie Website: www.financialombudsman.ie

#### Office of the Pensions Ombudsman

36 Upper Mount Street, Dublin 2

Phone: 01 647 1650 Fax: 01 676 9577 E-mail: info@pensionombudsman.ie Website: www.pensionsombudsman.ie

The effective date of these Terms of business is July 2012. In the interest of customer service we will record and monitor calls.

### Irish Life Assurance plc

Lower Abbey Street, Dublin 1

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Registered in Ireland number 152576 Vat number 9F55923G