

# **WILLIS TOWERS WATSON LIFE AND PENSIONS LIMITED**

## **GENERAL TERMS OF BUSINESS AGREEMENT FOR OUR CLIENTS**

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### **SCOPE AND APPLICATION**

The purpose of this document is to describe our professional relationship and the services we will provide to you (except for services, if any, which we are providing under the terms of a separate written agreement executed by you and us).

Your direction to bind coverage and/or your payment related to your product placement will be deemed your signed, written agreement to be bound by the provisions of this document.

In this document “**Willis Towers Watson**”, “**we**”, “**us**” and “**our**” means **Willis Towers Watson Life and Pensions Limited**. Also, services include advisory, insurance, risk and investment services and providers include insurance and investment providers.

You should read this document carefully for as well as setting out the terms of our relationship it contains details of our regulatory and statutory responsibilities.

We particularly draw your attention to the following sections:

- Your Responsibilities;
- Fees and Charges
- Client Money Disclosures;
- Conflicts of Interest; and
- Complaints.

This document takes effect from 9<sup>th</sup> March 2021 or whenever it is received (whichever is the later) and supersedes any terms of business agreement that may have been previously sent to you by us.

You should contact us if there is anything in this document which you do not understand or with which you disagree.

### **INTRODUCTION AND STATUS DISCLOSURE**

Willis Towers Watson Life and Pensions Limited trading as Willis Towers Watson’s ultimate parent is Willis Towers Watson PLC, a company incorporated in the Republic of Ireland and listed on NASDAQ. In this document, Willis Towers Watson PLC, its subsidiary and joint venture companies are each referred to as a “Willis Towers Watson Company” and collectively as “Willis Towers Watson Companies”. Willis Towers Watson Life and Pensions Limited, trades in the Republic of Ireland from offices located in Dublin, Cork, Galway and Limerick.

We are a leading investment insurance and intermediary. We are authorised and regulated by the Central Bank of Ireland (Registration Number :C6494) and are subject to the provisions of the Central Bank of Ireland Consumer Protection Code 2015 (“CPC”), Minimum Competency Code (“MCC”) and Fitness and Probity regime, which offers protection to consumers. A copy of these regulations can be found on the Central Bank’s website [www.centralbank.ie](http://www.centralbank.ie)

We provide advice on a wide range of financial planning services, including life assurance, retirement planning services for individuals, companies and partnerships. We provide investment advice but do not provide investment management services.

We are also registered with the Central Bank of Ireland under the European Union (Insurance Distribution) Regulations 2018. The Register is available for public examination on the Central Bank of Ireland’s website. We are members of the Irish Brokers Association (IBA).

We offer transactional and/or advisory services for your financial planning requirements over a wide range of products.

We are committed to acting in your best interests at all times in providing services to you.

Willis Towers Watson, as an intermediary:

- is not a tied agent;
- is always acting on behalf of the client i.e. never the life office;
- does not have a financial interest in any life office. For completeness, no life office has a financial interest in Willis Towers Watson
- provides advice on the basis of a fair and personal analysis of a sufficiently large number of life offices. All advice is provided by way of statement of suitability

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

### **CORE SERVICES PROVIDED**

#### **Life & Pensions**

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

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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.

### **Savings & Investments**

Willis Towers Watson will assess your risk profile and your capacity to bear risk and then recommend an appropriate savings and/or investment product which is the most suitable for your needs.

### **Fact finding**

Under the CPC, we are obliged to ensure our advisers have information necessary to assess the suitability of a product or service and to carry out assessments of suitability. The reason for assessing suitability is to enable our advisers to act in your best interests.

As your circumstances change, your needs will change so you are encouraged to provide up to date, accurate and sufficient information to our advisors.

It is important that you keep us informed of any material changes to the (fact finding) information you provide us with. Failure to inform us of material changes may result in you having inappropriate finance advice. Where information is required and not provided to assess suitability, we will be unable to provide you with advice.

### **Negotiation and Placing**

We will discuss with you or your representatives your financial planning requirements, including the scope of services sought, and cost. Upon receipt of your instructions, whether written or oral, we will endeavour to satisfy your requirements.

We will provide you with information about the products we recommend to you to enable you to decide whether to accept the product available. We will advise on market structures available to meet your demands and needs and, where appropriate, the relative merits of a single provider or a multiple provider placement. As your intermediary we will answer any questions you may have on the proposed product, its benefits, restrictions, exclusions and conditions. You will be responsible for reviewing information on the product recommended to you. If the product and terms do not accord with your instructions you should advise us immediately.

During the course of the placement of your personal financial planning requirements we will endeavour to keep you informed of the progress of our negotiations and identify any inability to obtain the product sought by you. We will use reasonable endeavours to implement your requirements, subject to available providers.

You are responsible for reviewing the documentation we send you confirming your product with providers to ensure that it is in accordance with your instructions. If you have any questions about the limits or other terms and conditions, or concerns that we have not implemented your instructions correctly, please contact us immediately.

Further, you should review the premium payment terms we advise you. All premium payment terms must be met on time or your provider(s) may have the right to effect a notice of cancellation for non-payment of premium. We shall also advise of any charges additional to the premium.

We will forward any contract documents, if applicable, and any amendments or endorsements to your contract as soon as reasonably practicable and within any specified timelines outlined in the CPC.

### **Providers**

We assess the financial soundness of the proposed providers we recommend for your requirements using public information including that produced by recognised rating agencies. However, we will not in any circumstances act as a provider nor will we guarantee or otherwise warrant the solvency of any provider. As a consequence the suitability of any provider rests with you and we will discuss with you any concerns you may have.

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

When providing advice, we do not consider the adverse impacts of investment decisions on sustainability. We will review this approach on an annual basis.

## **ELECTRONIC COMMUNICATIONS**

We may communicate with each other, and with other parties with whom we need to communicate in order to provide services to you, by electronic mail, sometimes attaching further electronic data. By engaging in this method of communication we and you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and the Willis Towers Watson system shall be deemed the definitive record of electronic communications and documentation.

You should also be aware that Willis Towers Watson's systems security devices block certain file extensions, including but not limited to: .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, and .mpg. Emails attaching such files will not get through to us and no message will be sent to tell you they have been blocked.

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## ENCRYPTION

Willis Towers Watson has certain legal and contractual obligations to protect data. In some cases companies ask us to encrypt sensitive information; in some cases the law requires it. As we have certain legal and contractual obligations to uphold this may mandate that we use encryption. You therefore may receive encrypted email from us from time to time.

## FEES AND CHARGES

Cost transparency is at the core of everything that we do, with all fees and charges affecting your personal and retirement assets being fully disclosed in advance i.e. prior to us recommending and/or arranging a product/ service.

Intermediary Inducements is a term to describe the receipt by intermediaries of fees, commissions, non-monetary benefits and minor non-monetary benefits. Fees, commission and non-monetary benefits will be disclosed prior to us arranging a financial product. Minor non-monetary benefits will be disclosed in a generic way e.g. a training day which is designed to enhance our service, access to research which is designed to enhance our services, etc.

Our firm has a policy on accepting gifts and hospitality, which is linked to our conflicts of interest policy. For example, a product producer providing an in-house training event with lunch on the features of a financial product would be considered an acceptable minor non-monetary benefit.

We reserve the right to share fees or commissions with, or receive remuneration from, third parties.

The current version of our schedule of fees and charges is on our website. The schedule contains a note of all the known fees and charges in relation to products and services provided through Willis Towers Watson Life and Pensions Limited.

In the event of your failure to pay fees, we reserve the right to pursue any legal course of action as may be required.

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will give an estimate of this rate in advance of providing you with services. 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.

### Soft Commission Arrangements

We reserve the right to conduct business under a written soft commission agreement. Where we consider the delivery of services to a client may be affected by a soft commission agreement, the client will be made aware of the agreement and how the agreement may affect them and a copy of the agreement will be made available on request.

## FATCA

The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering

U.S. - sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.

## LIMIT OF LIABILITY

Willis Towers Watson's and/or its affiliates' aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Agreement or the services provided hereunder shall be limited as follows:

- (i) in respect of personal injury or death caused by Willis Towers Watson's negligence, no limit shall apply;
- (ii) in respect of a 'Consumer' (as defined in the Central Bank of Ireland's Consumer Protection Code), no limit shall apply;
- (iii) in respect of any fraudulent acts (including theft or conversion) or willful default by Willis Towers Watson, no limit shall apply;
- (iv) in respect of other claims, the total aggregate liability of Willis Towers Watson shall be limited to the sum of EUR 2 million; and
- (v) subject to clauses (i) and (iii) above, in respect of the following losses: loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any indirect or consequential loss, Willis Towers Watson will have no liability in any circumstances.

Your direction to bind coverage and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of this section.

## YOUR RESPONSIBILITIES

### Proposal forms

For certain classes of insurance or other financial planning business you may be required to complete a proposal form or similar document.

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## **Disclosure of information**

Our objective is to obtain the best product we can identify in order to meet your needs. In order to make our business relationship work, you must provide complete and accurate information and instructions in a timely manner, so that we can assist you fully. Please bear in mind that insurers are not always obliged to make enquiries of you. Indeed, you are often under a duty to make full disclosure of all material facts, including all information which is material to the coverage requirements or which might influence insurers in deciding to accept your business, finalising the terms to apply and/or the cost of cover must be disclosed, and also to respond fully and frankly to any requests for information made by insurers.

Failure to make full disclosure of material facts may allow insurers to avoid liability for a particular claim or to void the contract. Where applicable, this duty of disclosure applies equally at renewal of the contracts and on taking out new insurance contracts. We will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information, or any misrepresentation made by you (or your employees or their dependants).

Further, all information which is material to the coverage requirements or which might influence insurers in deciding to accept your (or the assured's) business, finalising the terms to apply and/or the cost of cover must be disclosed.

Please note that our duties are solely to you as our client, though you in turn may owe duties of care either to the assured or to another intermediate party. In all cases you must ensure that you have full authority to instruct us. It is your obligation to ensure that you are aware of all terms of any insurance policy obtained by us on your instructions. It is also your obligation to ensure that you hold and comply with all necessary licences.

Please discuss with us if you have any doubts about what is material or have any concerns that we may not have material information, or have any doubt about what the applicable duty of disclosure is.

## **Choice of providers**

If you have any concerns with any providers chosen for your requirements you must advise us as soon as possible.

## **Your policy**

Although we will check the policy documents we send you, you are responsible for reviewing your policy to ensure that it accurately reflects the cover, conditions, limits and other terms that you require. Particular attention should be paid to any policy conditions, warranties and the claims notification provisions as failure to comply may invalidate your coverage. If there are any discrepancies you should consult us immediately.

## **Claims**

You are responsible for notifying claims or potential circumstances that may give rise to a claim in accordance with your insurance contract. To ensure full protection under your policy or similar documentation you should familiarise yourself with the coverage, conditions or other procedures immediately relating to claims and to the notification of those claims. Failure to adhere to the notification requirements, particularly timing, as set out in the policy or other coverage document, may entitle insurers to deny your claim. In presenting a claim it is your responsibility to disclose all facts which are material to the claim. Claims may be made against certain policies long after they have expired. It is important therefore, that you keep your policy documents in a secure place.

All claims, or any circumstance that may give rise to a claim, should be reported immediately to us. If you are in any doubt as to whether or not a matter should be reported, please contact us and we will be happy to discuss with you. If you are notifying us of a circumstance only, where no third party claim has been made, this should take place by the provision of anonymised data only, except where there is clear evidence that a claim is likely to be made by the subject(s) of the report.

It is generally the case that claims may become unenforceable by way of legal proceedings (or in some jurisdictions, completely extinguished) if they are not pursued by legal proceedings commenced within the relevant limitation period applying to your claim in the jurisdiction in question. As we are not lawyers, we do not advise on the legal implications of failure to collect and we will not commence legal proceedings or enter into standstill/tolling agreements in order to suspend the application of relevant limitation periods on your behalf. On these issues we recommend you take your own legal advice. It therefore remains your responsibility to monitor the position on limitation periods applying to your claims and to commence legal proceedings in relation to your claims where this is necessary.

Therefore, please carefully consider any claims reporting instructions we provide to you because failure to report a claim in a proper and timely manner may jeopardise coverage of the claim. In addition, you should retain copies of all insurance contracts and coverage documents as well as claims reporting instructions, as you may need to report claims after the termination of a contract, perhaps long after its expiry date. It is important, therefore, that you keep your contract documents in a safe place.

## **Change in circumstances**

You must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance contract.

## **Provision of information**

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect proprietary information.

## **Payment of premium**

You will provide settlement with cleared funds of all monies due in accordance with the payment date(s) specified in our debit note or other relevant payment documentation ("**Payment Date**"). Failure to meet the Payment Date may lead to insurers cancelling your contract, particularly where payment is a condition or warranty of a contract. It is imperative that you meet all payment dates. We are under no obligation to pay premium to insurers on your behalf.

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When paying premiums you must specify the policy (or policies) to which payment applies. In the absence of your specific instructions, we reserve the right to allocate the payment against any outstanding premium.

Where permitted by applicable law we may have arrangements in place with certain carriers whereby your payment of premium to us is deemed to be a payment to the insurer. In the event that we have such arrangements agreed you should note that once we have received premium from you we will hold the premium for the insurer and we may not be able to return such monies to you without the express consent of the insurer even if you cancel your policy.

## **CLIENT MONEY**

We do not pay premium to insurers on your behalf until we have received it from you, nor will we pay claims or other monies due to you before they have been received from insurers (or other relevant third parties).

## **DATA PROTECTION AND CONFIDENTIALITY**

### **For individuals**

We will at all times treat all confidential information we hold about you as private and confidential and protect it in the same way we would protect our own confidential information. We will not disclose any confidential information we hold about you to others without your prior consent except: (i) to the extent we are required to do so by law or a regulator; (ii) to insurers, surveyors, loss adjustors, IT service providers, administrative support service providers, and other like persons to the extent necessary to provide our services to you in a timely manner; (iii) to loss assessors, lawyers, and other like persons to the extent necessary to enable such third parties to provide information or services you have requested; (iv) to premium finance companies to the extent necessary to enable them to provide you with greater choice in making premium payments; and (v) to other Willis Towers Watson Companies to the extent necessary to facilitate the effective management, administration, or operation of those businesses.

By way of exception to the foregoing, you agree that we may: (i) use any information you provide to create anonymised industry or sector-wide statistics which may be shared with third parties, on the condition that unless we have obtained your consent, information specific to you will not be revealed other than on an anonymised basis and as part of an industry or sector-wide comparison; and (ii) share information concerning your insurance arrangement with insurers where this is necessary to enable insurers to decide whether to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to automatically insure (wholly or partly) a portfolio of risks without making underwriting decisions on a case by case basis for individual risks within such portfolio.

If you provide us with, or make available to us, any information which constitutes 'personal data' (including any 'sensitive personal data'), we will treat such information at all times in accordance with applicable data protection legislation and our Privacy Notice, a copy of which is available here <https://www.willistowerswatson.com/en-IE/Solutions/wealth-management>.

### **For corporate entities**

Where this section uses a term which is defined in the General Data Protection Regulation (Regulation (EU) 2016/679) ("Regulation"), then the definition set out in the Regulation shall apply.

Each Party (the "Recipient") shall protect all confidential information which the other Party (the "Discloser") provides to it (whether orally, in writing or in any other form) ("Confidential Information") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information shall not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient shall, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each Party may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

You agree that we may maintain, process and transfer your Confidential Information in order to perform the Services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use Confidential Information we receive from you or your representatives in the course of the Services in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your data to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and will not attribute any finding to a specific participant.

If you provide us with, or make available to us, any information which constitutes 'personal data' (including any 'sensitive personal data'), we will treat such information at all times in accordance with applicable data protection legislation, and you agree that we and other Willis Towers Watson Companies may hold and process such information: (i) in order to provide the Services to you; (ii) to facilitate the effective management, development or operation of the Willis Towers Watson Companies; and (iii) to comply with applicable laws, prevent and detect fraud, and cooperate with regulators where appropriate, as outlined in the our Privacy Notice, a copy of which is available here <https://www.willistowerswatson.com/en-IE/Solutions/wealth-management>.

You will ensure that all personal data has been collected and provided to us in compliance with the Regulation and all other applicable laws and, where required by law, you will obtain data subjects' consent prior to providing personal data to us. You will notify data subjects of the fact that their personal data will be provided to us and the purposes for which we will use such personal data.

You will ensure that all personal data provided to us is accurate and, where appropriate, kept up to date, and will notify us if you become aware that such data is inaccurate.

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You will provide us with reasonable assistance, upon request, in dealing with any requests, inquiries or complaints that we receive from data subjects and/or supervisory authorities in relation to any personal data processed under this agreement.

## **ETHICAL BUSINESS PRACTICE**

We do not tolerate unethical behaviour either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, rules, regulations and accounting standards. We also shall not take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any applicable tax evasion facilitation legislation.

## **SANCTIONS**

The sanctions profile of different business(es) may differ on the basis of a number of complex factors, which may include, ownership, structure, control, location, the nationality of employees. We are unable in any circumstances to give advice on the applicability of sanctions regimes either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions regimes. As a consequence you are reminded that applicable sanctions remain a matter for you and you should take such legal advice as you deem appropriate in this regard. You should inform us of any insurance requirements you have which touch upon or are linked to sanctioned territories.

We will comply with all applicable sanctions regimes and legislation (whether currently existing or implemented in the future) and you are advised that where obliged by applicable sanctions legislation we may have to take certain actions which include but may not be limited to the freezing of funds held on behalf of parties and individuals caught under applicable sanctions. We cannot be held responsible for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanctions policy restrictions and constraints.

The applicability of Export Control legislation to certain transactions may differ on the basis of a number of complex factors and our obligations may be different from yours depending on the nature of the insurance, structure of the product and place of incorporation of the insured or geographical cover provided. The nature of risks insured may also have a bearing on our position and the position of other parties within the market. We cannot provide you with legal advice however we advise that where we are required to make licence applications or notifications or undertake any other activity as a matter of law Willis Towers Watson will comply with applicable law.

## **CONFLICTS OF INTEREST**

Circumstances may arise where we may find we have a conflict of interest or otherwise have a material interest in or related to a matter in respect of which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster, or, we may find that the interests of two of the clients for whom we act conflict.

We have conflict management procedures and we seek to avoid conflicts of interest but where a conflict is unavoidable we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

The financial planning market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests; and, if a conflict arises for which there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.

## **COMPLAINTS**

Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact our Compliance Officer at Willis Towers Watson, Elm Park Business Campus, Merrion Road, Dublin 4. We will advise you of the person dealing with your complaint and we will send you a copy of our complaints procedure. If you are not happy with the response to your complaint and are an eligible complainant you have the right to refer your complaint for adjudication to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Telephone: +353 1 5677000.

Website: <https://www.fspo.ie/about-us>

You are also able to call Willis Towers Watson to comment upon our service. The freephone number allowing you to do so can be found on our website <http://www.willistowerswatson.com>.

## **TERMINATION**

Our services may be terminated either by us or you upon the giving of one month's notice in writing to the other or as otherwise agreed. In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage payable (whether or not the same have been received by us) in relation to contracts placed by us.

## **AMENDMENTS**

You agree that we have a right to amend this document by sending you either a notice of amendment in writing or a revised Terms of Business Agreement. Any amendment will apply in respect of any service transaction entered into by us after notice of the amendment is given, and may take effect either immediately or at such later date as the notice may specify. We will however give you at least ten business days' notice of any change.

## **ENTIRE AGREEMENT**

This document and any amendment constitute the entire terms on which we will provide general insurance business with you and no alternative will have effect unless issued or agreed by us in writing.

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## **CRIMINAL JUSTICE (MONEY LAUNDERING AND TERRORIST FINANCING) ACT 2010**

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other Willis Towers Watson Companies and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilise the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

## **THIRD PARTY RIGHTS**

Unless otherwise agreed between us in writing no term of this Agreement is intended to be enforceable by any third party except by other Willis Towers Watson Companies.

## **GOVERNING LAW**

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with laws of the Republic of Ireland and any dispute arising under it shall be subject to the exclusive jurisdiction of the Republic of Ireland courts.

## **INVESTOR COMPENSATION ACT, 1998**

We are members of the Investor Compensation Scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and to the payment of certain circumstances of compensation to client firms covered by the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of your loss which is recognised as being eligible for compensation or €20,000. Further information on the scheme is available from The Central Bank of Ireland.

Date: 9<sup>th</sup> March 2021

### **Willis Towers Watson Life and Pensions Limited**

Willis Towers Watson House, Elm Park Business Campus, Merrion Road, Dublin 4, D04 P231

Tel: + 353 (0) 661 6211

[www.willistowerswatson.com](http://www.willistowerswatson.com) | [www.willis.ie](http://www.willis.ie)

Willis Towers Watson Life and Pensions Limited t/a Willis Towers Watson is regulated by the Central Bank of Ireland.

Registered No.127229.

Registered Address: Willis Towers Watson House, Elm Park Business Campus, Merrion Road, Dublin 4, D04 P231