



**TERMS OF BUSINESS**  
**Atrium Wealth Management Ltd.**  
**Effective from 25<sup>th</sup> May 2018**

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**Terms of Business Acknowledgement Letter**

Client Name: \_\_\_\_\_

**Atrium Wealth Management Ltd**

***Status***

Atrium Wealth Management Ltd (the Company) is regulated by the Central Bank of Ireland.

***Terms of Business***

Attached are the Company's Terms of Business, which outline the basis on which we provide services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you.

**Customer Signature .....** **Date.....**

**Customer Signature .....** **Date.....**

**Consent to Contact**

Here at Atrium Wealth Management Ltd we take your data protection seriously and will only use your data as discussed with you in our privacy statement.

However, from time to time may wish to contact you in relation to life assurance, pension, investment, income protection or mortgage products we provide.

Agreed methods of contact:

- Email
- Phone
- SMS
- Post
- Fax
- Please do not contact me

**Customer Signature .....** **Date.....**

**Customer Signature .....** **Date.....**

\* Even if you do subscribe now you can always unsubscribe at any time.

**We will not pass your details on to any third party for marketing purposes.**

These terms of business set out the basis on which Atrium Wealth Management Ltd will provide services to you as a consumer of the firm. Please take a few minutes to read through these and if you have any questions we will be happy to answer same.

The full name and address of the firm and communication details are: -

Atrium Wealth Management Ltd

Registered Office: 6 Northbrook Road, Dublin 6

Telephone: (01) 4959260

E-mail: [info@atrium.ie](mailto:info@atrium.ie)

Web Site: [www.atrium.ie](http://www.atrium.ie)

### **Authorised Status**

Atrium Wealth Management Ltd. is regulated by the Central Bank of Ireland as an Investment Intermediary, under the Investment Intermediaries Act 1995. Copies of our regulatory authorisation are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890777777 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

Codes of Conduct:

Atrium Wealth Management Ltd. is subject to the Consumer Protection Code, Minimum Competency Code & 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).

Atrium Wealth Management Ltd. is a member of Brokers Ireland & LIA (Life Insurance Association of Ireland).

### **Services**

The services that the firm is authorised to provide are:

- Advising in relation to the nature of each of the products set out below and recommending you the product/products that are best suited to your needs.
- Selecting a suitable product or products from product listed in Appendix 1.
- Receiving and transmitting orders on your behalf for a product or products to one or more product producers listed on Appendix 1.

Atrium Wealth Management Ltd. acts as an Independent Broker, which means that:

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

Atrium Wealth Management Ltd. has appointments to act in relation to the following products:

Life Assurance products including Life Assurance policies, Specified Serious Illness, Protection, Pensions, PRSA's, Savings & Investment products & Tracker bonds ó A fair analysis of the market is used when recommending these types of products as Atrium Wealth Management Ltd hold agencies with 16 product providers (Appendix 1).

### **Remuneration Policy**

- Atrium Wealth Management Ltd. may be remunerated for its services by commission from a product producer, fees or a combination of both methods. For the most part Atrium Wealth Management Ltd. remuneration takes the form of commission paid by the product producers on the completion of business with which it has letters of appointment in place. Where we receive recurring commission, this forms part of the remuneration for ongoing advice provided, in relation to that particular product. Alternatively, Atrium Wealth Management Ltd. remuneration may take the form of fees, which are calculated on a time-cost basis, at rates determined by the nature and complexity of the relevant work and the seniority of the personnel assigned thereto. These fees will range from €100 per hour to €275 per hour. Hourly rates are subject to review from time to time without prior notice unless otherwise requested. In determining the rate and any additional charges, factors such as specialist skills, complexity, value, risk and urgency will be taken into account in deciding the amount of any fee to be invoiced. Atrium Wealth Management Ltd. may on occasion take referrals from or act as agents for its professional connections (e.g. Accountants) and reserves the right to share commission and/or fees with such connections at its discretion.
- All charges/fees payable to Atrium Wealth Management Ltd. will be fully disclosed to our client (s) in advance of any business being transacted.

### **Conflict Of Interest**

- It is the policy of the firm to avoid any conflict of interest when providing services to its consumers. However, where an unavoidable conflict may arise we will advise you of this in writing before proceeding to provide any service. If you have not been advised of any such conflict you are entitled to assume that none arises.
- 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 your product terms and conditions.
- 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. Please advise us of any changes and request a review of the relevant policies so that we can ensure that you are provided with advice best suited to your needs. Failure to do so may result in you having insufficient insurance cover or inappropriate investments relevant to your change in circumstances

### **Complaints**

- A complaint will be defined as an expression of grievance or dissatisfaction by a consumer in connection with, the provision of a failure to provide, a service to a consumer.

- The complaint will be fully investigated by Atrium Wealth Management Ltd. and a full response will be provided to you. Details of our complaint procedures are attached in Appendix 3. In the event that you remain dissatisfied with the firm's handling and response to your complaint you are entitled to refer your complaint to the Office of Financial Services & Pensions Ombudsman.

### Consumer Protection

- Atrium Wealth Management Ltd. is a member of the Investor Compensation Scheme, which provides certain remedies to eligible consumers on default by the firm. The main details of the operation and conditions of the Scheme are attached on Appendix 2. Your legal rights against the firm are not affected by this scheme.

### Investment Risk

- Most forms of investment involve some level of risk. The past performance of investments is not a reliable guide to future performance. As a result, **you need to be aware that the value of your investment may go down as well as up and you may get back less than you put in.** You should NOT make an investment unless you have satisfied yourself that you understand the nature of the investments under consideration and the extent of your exposure and your understanding of risk. If you are in any doubt you should obtain additional independent professional advice.

### Handling Clients Money

- Atrium Wealth Management Ltd. will accept payments by draft or cheque in respect of the circumstances permitted under Section 25G of the Investment Intermediaries Act 1995. Payments must represent premium in respect of either a renewal of a policy, which has been invited by an insurance undertaking or product producer or a proposal accepted by an insurance undertaking or product producer.
- Atrium Wealth Management Ltd. is not authorised to accept cash or negotiable instruments in any other circumstances.

### Credit Policy & Defaults

- We regret that credit cannot be extended to consumers in respect of premiums, initial, renewal, or additional. Initial or first premiums must be paid at inception of cover and renewal premiums before the policy renewal date otherwise the Company will advise the insurance undertaking or product producer involved and cover will be cancelled.
- Atrium Wealth Management Ltd. will, if necessary, exercise its legal rights to (i) receive any payments due to us from you for services provided by us; and (ii) be reimbursed for any value obtained by Atrium Wealth Management Ltd. arising from payments by us on your behalf should you subsequently default in any payment to us.

### Receipts

- Atrium Wealth Management Ltd. shall issue a receipt for each negotiable & non-negotiable instrument or payment received. This is required pursuant to Section 30 of the Investment Intermediaries Act 1995 and the Consumer Protection Code issued by the Central Bank. These are issued with your protection in mind and should be stored safely.

### Data Protection

Atrium Wealth Management Ltd. complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Atrium Wealth Management 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 Statement, this will be given to all our clients at the time of data collection. We will ensure that this Privacy Statement is easily accessible. Please refer to our website [www.atrium.ie](http://www.atrium.ie), if this medium is not suitable we will ensure you can easily receive a hard copy version. Please contact us at [dataprotection@atrium.ie](mailto:dataprotection@atrium.ie) if you have any concerns about your personal data.

Consent to deal with introducer

Yes

No

I/We confirm that where I/We are represented by an introducer (accountant, solicitor, or any other party) that I/We agree that information in relation to the business transacted can be shared with the introducer for the purpose of paying introductory fees.

### Communication

During our performance of the contract we may wish to send messages and/or documents to each other by e-mail. Like other means of communication, email carries with it the responsibility of inadvertent misdirection or non-delivery of confidential material. All risks connected with sending commercially sensitive information relating to your business by e-mail are borne by you and not our responsibility. If you do not accept this risk you should notify us in writing that e-mail is not acceptable means of communication. Both parties will carry out procedures to protect integrity of data. In particular, it is the recipient's responsibility to carry out a virus check on attachments before launching any documents.

### Client Instructions

Atrium Wealth Management Ltd. normally require written instructions from clients in writing. Where a verbal instruction is accepted they must be at the risk of the instructing client, who should also confirm or acknowledge the instruction (s) in writing.

## Appendix 1

Product Producers from which Atrium Wealth Management Ltd holds written letters of appointment/agency agreements to act as an intermediary.

Name of Product Provider	Nature of the Products
Aviva Life & Pensions Royal London Standard Life Zurich Life Assurance PLC Friends First Irish Life New Ireland Assurance Harcourt Life	Life assurance cover, specified serious illness cover, accident cover, income protection and other protection policies. Pension planning and retirement income plans. Lump sum investments and regular savings plans in various types of non-linked, unit linked and other collective investment funds.
Investec Bank (UK) Ltd. Wealth Options Cantor Fitzgerald Ireland Ltd BCP Asset Management Bespoke Investments Ltd Independent Trustee Co Ltd J&E Davy Quilter Cheviot	Non-insurance Tracker Bonds.

## Appendix 2: Investor Compensation 1998

**Under Section 38 (1) of the Investor Compensation Act, 1998, we wish to draw your attention to the following:**

- (a) The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances to certain consumers (known as eligible investors) of the authorised investments firms, as defined in that Act.
- (b) Atrium Wealth Management Ltd. is a member of the compensation scheme.
- (c) Compensation may be payable where money or investment instruments owned or belonging to the consumer and held, or in the case of Investment Instruments, administered or managed by Atrium Wealth Management Ltd. cannot be returned to those consumers for the time being and there is no reasonable foreseeable opportunity of the firm being able to do so.
- (d) A right to compensation will arise only
  - (a) If the consumer is an eligible investor as defined in the act
  - (b) Is it transpires that Atrium Wealth Management Ltd. is not in a position to return consumer money or investment instruments owned or belonging to the consumer of the firm; and
  - (c) To the extent that the consumer's loss is recognised for the purposes of the act.
- (e) Where an entitlement of compensation is established, the compensation payable will be the lesser of:
  - (a) 90 per cent of the amount of the consumer's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or
  - (b) Compensation of up to €20,000

## Appendix 3: Complaints

### **Complaints Identification**

A complaint will be defined as an expression of grievance or dissatisfaction by a consumer in connection with, the provision of, a failure to provide, a service to a consumer. Complaints may be either verbal or in writing and come from a number of different sources (consumer, legal representative, other 3<sup>rd</sup> party). We may, dependent on the nature of the complaint, request that the consumer put the details of the complaint in writing. All such complaints will be treated in line with procedures set out below.

### **Complaints Procedure**

- 1) The complaint is logged in our complaints file and is acknowledged in writing within 5 business days of the complaint being received.
- 2) The complaint is actively investigated and the consumer will be given the name of the individual who will be the point of contact within Atrium Wealth Management Ltd. The consumer will be provided with a regular written update on the progress of the complaint at intervals of no later than 20 working days. Atrium Wealth Management Ltd. will endeavour to have the complaint resolved within 30 working days of receipt of the complaint. Where 30 working days has elapsed and the complaint is not resolved, we will inform the consumer of the anticipated timeframe we hope to resolve the complaint. We will also inform the consumer of the right to refer the matter to the Office of Financial Services & Pensions Ombudsman. Their contact details are shown below.
- 3) Where it has not proved possible to resolve the complaint and the consumer remains dissatisfied with the outcome (and the firm believes it cannot make any further progress on the matter), the consumer will be advised of this and will be advised that they are entitled to refer their complaint to the Office of Financial Services & Pensions Ombudsman.
- 4) All correspondence regarding the complaints will be filed together in the consumers file and retained for at least six years from the date the relationship with the consumer has ended.
- 5) The firm will provide all correspondence and information about the subject matter of the complaint to the Financial Services & Pensions Ombudsman, if requested to do so, when a complaint has been referred to the Ombudsman by a consumer.
- 6) The complaints file will be available for inspection by the Central Bank of Ireland if required.

Financial Services & Pensions Ombudsman  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
Tel: +353 1 5677000  
info@fspoi.ie  
www.fspoi.ie

**This document is issued for your protection. If you do not fully understand any of the content or wish to obtain more information on any of these matters, please let us know. We will be glad to answer any questions or queries for you. Otherwise we will assume that these terms of business are acceptable to you.**



The professional association for those  
who give and support financial advice