



TERMS OF BUSINESS
Atrium Wealth Management Ltd
Effective from 31st March 2020

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: 131 Rathgar Road, Dublin 6

Telephone: (01) 661 5242

E-mail: info@atrium.ie

Web Site: www.atrium.ie

Authorisation with the Central Bank of Ireland

Atrium Wealth Management Ltd. is regulated by the Central Bank of Ireland, authorisation code C6622, 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 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.

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

Our Services

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions/mortgages/general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

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

We act as a Financial Broker and the principal regulated activities of the firm are provided on the basis of a limited analysis of the market.

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, PRSAs, Savings & Investment products & Tracker bonds – A limited analysis of the market is used when recommending these types of products, Atrium Wealth Management Ltd hold agencies with 16 product providers (Appendix 1).

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 advice on a limited analysis basis i.e. providing services on the basis of a limited number of contracts with product producers for whom we exclusively conduct insurance distribution business. We provide advice on the following product providers:

- Aviva Life & Pensions
- Irish Life
- New Ireland Assurance
- Quilter Cheviot
- Royal London
- Standard Life
- Wealth Options
- Zurich Life

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 specified 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 specified 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, including a non-monetary benefit or on the basis of a combination of these methods. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients.

You may choose to pay in full for our services by means of a fee. 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 a number of hours agreed at the outset.

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.atrium.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 and Pensions

You may elect to deal with us on a fee basis.

e.g.:

Principles / Directors	€400 per hour
Senior Advisers	€350 per hour
Associates	€250 per hour
Support staff	€150 per hour

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency, our scale of fees for such cases range from a minimum of €250 per hour to a maximum of €400 per hour. We will notify you in advance and agree the scale of fees to be charged.

Personal Retirement Savings Accounts (PRSAs) – Fees

Where advice is requested for PRSAs, the following hourly fees will apply:

Advisor fees: €200 per hour

Support staff: €100 per hour

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.

A statement of all commissions payable to Atrium Wealth Management Ltd in respect of the products we are approved to sell is disclosed on our website – www.atrium.ie.

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 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.

Conflict 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

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.

Complaints

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. 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 and Pensions Ombudsman (FSPO www.fspo.ie). A full copy of our complaints procedure is available on request.

Consumer Protection

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

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.

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

We are subject to 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 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.atrium.ie, if this medium is not suitable we will ensure you can easily receive a copy by hard copy.

Please contact us at 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.

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

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.

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.



**FINANCIAL
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Financial Planning & Guidance



The professional association for those
who give and support financial advice