

**Terms of Business of, John Greene t/a Leinster Financial Services  
( Hereinafter called, “The Firm”), of,  
131 Elton Court, Leixlip, Co. Kildare.**

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The terms of business set out below provides the basis on which The Firm will provide business services to you as a customer of the firm. Should you have any queries I will be happy to deal with them. If any material changes are made to these terms I will notify you.

**AUTHORISATION:**

John Greene t/a Leinster Financial Services is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005. 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 on [www.centralbank.ie](http://www.centralbank.ie) to verify my credentials.

The firm is also subject to the Consumer Protection Code, Minimum Competency code and Fitness & Probity Standards issued by the Central Bank of Ireland, with which the firm must comply. These Codes and Standards can be found on the Central Bank of Ireland website [www.centralbank.ie](http://www.centralbank.ie)

**AGENCIES:**

The Firm holds a written appointment to act as an agent for the following “product producers”:

Aviva Life & Pensions; Friends First Life; Irish Life; New Ireland Assurance; Royal London Ltd; Standard Life Assurance; Zurich Life Assurance.

**SERVICES:**

The Firm is authorised to advise on any and all of the above mentioned product producers’ products which include:

Life assurance, serious illness, income protection and other protection products, pensions and other related retirement products, PRSA’s and investment products; all as insurance policies.

- The Firm is authorised to advise you in relation to the products described above and to receive and transmit orders on your behalf to the product producers.
- The firm provides all of the above services on a “limited analysis of the market”. This means that the firm will assess a limited number of companies for the product/s being provided to you. For all products I will assess/analyse Irish Life. For whole of life/lifelong/non reviewable life assurance products I will assess/analyse Irish Life, Royal London and Zurich Life. For Pension Annuities I will assess/analyse Aviva Life & Pensions, Irish Life, New Ireland Assurance, Standard Life and Zurich Life. This means that I will assess Irish Life only for most of the products. If you, the customer, wish, I can assess/analyse all of the companies that provide the product/s in question or a list of particular companies that you choose. Using my experience and the product information available, I will make a recommendation for what I believe is the most suitable product for you at that particular time. Please note that not all of the companies provide all of the products mentioned.
- The Firm also provides a financial planning and advice service. This is where I will assess your wishes and needs, advise on a financial plan and direct you towards relevant products, where applicable. Then if required, I can advise you on products as above.
- The firm can take orders / carry out transactions on “an execution only basis” for the companies it holds agencies with, as above. This is where you choose a product and product producer/company with no advice being provided by the Firm. In this instance, the firm can provide you with fact-based information but can not advise you in any way. The firm then completes the transaction on your behalf, as instructed.

**FEES**

- The Firm receives commission from the product producers listed above where a transaction has been completed. As an Insurance Intermediary, summary details of these payments will be included in a product disclosure document before a proposal for a product is completed by you and full details will be provided at policy issue stage. Where the firm receives recurring commission, this forms part of the remuneration for initial advice. This recurring commission also covers administration in relation to the applicable product such as receiving and filing correspondence and communication in relation to the product.



The recurring commission does not cover policy reviews, additional advice and extended / detailed product reports. You have the option to pay the fees in full or part, directly to The Firm, instead of by way of commission.

- For Protection Products, life assurance, illness, income protection, etc., The Firm charges a fee of whatever commission is payable by the product producer subject to a minimum fee/commission of €600, other than (a) whole of life/lifelong life assurance where the minimum fee is €800 and (b) where an extended or full analysis of the market is requested the minimum fee is €900. If the advice and transaction takes longer than 9 hours then an additional fee of €100 per hour would apply. This may or may not be covered by commission. Where there is a shortfall between the commission payable and the fee due, then you are liable for the balance. You have the option to pay the fee in full or part, directly to The Firm, instead of paying by way of commission. Where advice only applies, The Firm charges a fee of €100 per hour which is payable directly to The Firm.
- For investment and pension/retirement planning products and related products, The Firm charges a fee of whatever standard commission is payable by the product producer subject to a minimum fee/commission of €1,200, other than (a) Pension Annuities where the minimum fee is €1,500 and (b) where an extended or full analysis of the market is requested the minimum fee is €2,000. If the advice and transaction takes longer than 15 hours then an additional fee of €100 per hour would apply. This may or may not be covered by commission. Where there is a shortfall between the commission payable and the fee due, then you are liable for the balance. You have the option to pay the fee in full or part, directly to The Firm, instead of paying by way of commission. Where various commission options/amounts apply to investment/pension products then The Firm will endeavour to avoid excessive charges. This will be discussed where applicable. Where advice only applies, The Firm charges a fee of €100 per hour which is payable directly to The Firm.
- The Firm charges a fee of €100 per hour for its time spent on consultation / administration / any other service. This fee may be covered if you transact a product through the firm for which the firm is paid commission by the provider. However, if there is a shortfall between the fee and the commission received, you will then be invoiced for the difference, which could be the full amount.
- You have the option of paying any fee in full or part instead of the firm taking commission. In some cases, the same product charges apply regardless of whether commission is taken or not, so it would be of no benefit to you to pay a fee directly in such circumstances.
- Where a fee is paid directly to The Firm instead of or in addition to commission for a product transaction and/or there is no or insufficient recurring commission, then an additional annual fee will be charged for ongoing administration such as, but not limited to, receiving and filing correspondence, standard enquiries, etc. This annual fee will be charged as 2 hours work per annum at the then applicable rate, as advised, currently €100 per hour. Where there is extended work such as reviews / research / financial planning / any other service, then this will be charged in addition to the annual administration fee at the standard hourly rate of €100, or the rate then applicable, for the duration of the service.
- Travel will be included as time, for distances greater than a 30 mile return journey.
- The minimum fee for all services is €65.
- The above fee of €100 per hour also applies where the Firm carries out a financial planning review / product review / research or any service where commission does not apply. In this case there would be no commission offset. Where reviews / planning are carried out they may require ongoing reviews. These ongoing reviews are charged separately at the fee applicable at the time and advised in my 'terms of business' applicable at that time.
- Where "execution only" transactions are effected through an agency of the Firm the normal fees / commission, as above, will apply, other than the minimum initial fee being €600 for all products with the additional fee applying after 6 hours.

**DEFAULT:**

- The Firm will, if necessary, exercise its legal rights to receive any payments due to it from customers for business services provided by the Firm.

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Details of the effect of any default on payments due under any products arranged for your benefit will be included in the product producers' relevant policy terms and conditions.

#### **REVIEWS:**

Existing customers should be aware of the products they have and review the product suitability and/or benefits and/or contribution levels and/or investment performance, periodically. Existing customers should contact the firm periodically to review the products they hold. It would be recommended to review your products / policies at least once per year or where there are changing circumstances either personally or economically which affect the product you hold.

#### **CONFLICT OF INTEREST:**

The Firm's policy is to avoid any conflict of interest when providing business services to its customers. However, should an unavoidable conflict arise the firm will advise you of this in writing before proceeding to provide any business service. If you have not been advised of any such conflict you are entitled to assume that none arises. The Firm's 'Conflicts of Interest Policy & Procedures' is available on request.

#### **INVESTOR COMPENSATION:**

The Firm is a member of the Investor Compensation Scheme, which provides certain remedies to eligible clients in the event of default by the firm. The main details of the operation and conditions of the scheme are attached.

#### **COMPLAINTS:**

If you have any complaint in relation to the business services provided by the firm you should outline the nature of your complaint to the Firm in writing. The complaint will be fully investigated by the Firm and a full response will be provided to you. While the investigation of any complaint is ongoing you will be provided with a regular written update. If after 40 business days, the complaint is unresolved, you will be informed of the expected timeframe and your entitlement to refer the matter to the appropriate Ombudsman. In the event that you are dissatisfied with the outcome of a complaint the firm will issue to you a 'Final Response' letter and you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. D02 VH29. Tel. 01 567 7000. Email. [info@fspo.ie](mailto:info@fspo.ie). Web. [www.fspo.ie](http://www.fspo.ie)

#### **DATA PROTECTION:**

The Firm complies with the requirements of the Data Protection Acts, 1998 and 2003.

- The data which you provide to the firm will be held on a computer database and/or paper files and/or other durable medium for the purpose of providing information, advice and/or arranging transactions on your behalf and/or for providing future information, advice and transactions.
- The data collected by the firm will be held on the firm's computer database and/or paper files and/or other durable medium which will be kept on the firm's premises or other secure premises. The data collected by the firm for the processing of products/transactions will also be held by the relevant product producer and may also be held by a third party such as a client service software provider.
- Data requested and deemed necessary for advice, for processing product applications and for any other service provided by the firm is required under the following legislation: (1) Section 117 of the Central Bank Act 1989 and (2) Section 61 of the Insurance Act 1989.
- The data collected from you will be relevant and necessary to the service being provided. You will be requested by the firm to supply relevant data and to give permission for the data to be used in processing product applications and to be shared with relevant companies such as insurance companies. In turn these companies may share your data with their service providers and other third parties such as medical professionals and regulatory authorities. The data held by the firm may also be shared with regulatory authorities and service providers.



- The data requested and held by the firm will be of a personal nature and will include date of birth, financial information, employment status, marital status, health information, information about your dependants and partners. The information about dependants will include children and their date of birth, this is required for financial planning advice. The data will also include copies of; identification documents, financial statements and records, application forms containing personal information as above. The identification documents can be certified copies or can be copied by the firm in your presence and returned to you. Other personal documents required to support the service/transaction will be copied and returned to you in person or by registered post. Application forms and supporting questionnaires will be held by the firm and/or the product provider, copies can be provided to you.
- Where relevant and necessary information is not disclosed then a proper service cannot be provided by the firm. Where this information is openly refused then the firm has a legal requirement to discontinue the service.
- By legislation detailed above, data relating to an individual transaction will be held by the firm for 6 years after the transaction is discontinued or completed. All other data, which may be common to an already discontinued/completed transaction, will be held for 6 years after the firm ceases to provide any product or service to a consumer.
- You have the right to access, update and rectify any of your data that the firm holds. This may require proof, such as proof of address, proof of age, etc. Please write to the firm at Leinster Financial Services, 131 Elton court, Leixlip, Co. Kildare. Requests for data access, updates and rectification will be completed within 20 working days. Where proof to support the request is required then the completion time is within 20 working days from receipt of the proof required.
- The firm would like to contact you by way of letter, email, telephone call or mobile phone texting in relation to your business with us. In relation to this, the firm would like to contact you by way of letter, email, telephone call or mobile phone texting. **If you do not wish to be contacted by any of these methods please see opt out on the ‘Customer Pack’ cover letter or contact the firm directly. Please note, notwithstanding your choices above, information required by legislation will be issued to you by post from the firm and/or your Product Provider/Insurance Company.**
- The firm would also like to keep you informed of insurance, pensions, investments and any other services provided by it. **If you do not wish to receive such information please see opt out on the ‘Customer Pack’ cover letter or contact the firm directly.** In relation to this, the firm would like to contact you by way of letter, email, telephone call or mobile phone texting. **If you do not wish to be contacted by any of these methods please see opt out on the ‘Customer Pack’ cover letter or contact the firm directly.**

**These Terms of Business are effective from 31<sup>st</sup> January 2018 and apply until further notice, in writing.**

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## Details of the Investor Compensation Scheme

1. 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
2. John Greene t/a Leinster Financial Services is a member of this compensation scheme. ( No. I I 1326).
3. That compensation may be payable where money or investment instruments owed or belonging to clients and held, or in the case of investment instruments, administered or managed by the firm, cannot be returned to those clients for the time being and there is no reasonably foreseeable opportunity of the firm being able to do so.
4. That a right to compensation will arise only:
  - a) If the client is an eligible investor as defined in the Act.
  - b) If it transpires that the firm is not in a position to return client money or investment instruments owed or belonging to clients of the firm and:
  - c) to the extent that the client's loss is recognised for the purposes of the Act.
5. That where an entitlement to compensation is established, the compensation payable will be the lesser of:
  - a) 90 per cent of the amount of the client's loss as recognised for the purposes of the Investor Compensation Act, 1998, or
  - b) compensation of up to €20,000.