

## **Terms of Business (Effective from 25-05-2018)**

### **Leahy Investment Advisers**

These terms of business set out the general terms under which the above will provide insurance and investment business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure to read these thoroughly and if you have any queries, please contact our office and we will be happy to clarify any queries you may have.

Contact: **Leahy Investment Advisers** Tel: 00 353 53 9140080

#### **Firm name and contact details:**

Leahy Investment Advisers

All referrals re Terms of Business to our office at: 1 Barrack Street, Wexford.

Tel: 00 353 53 9140080

Fax: 00 353 53 9140083 Email: [lia@investment-advisers.net](mailto:lia@investment-advisers.net)

#### **Authorisation with the Central Bank of Ireland**

Denis Leahy & Paul Leahy t/a Leahy Investment Advisers is regulated by the Central Bank of Ireland as an Insurance Intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 and as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995. Our Authorisation number is: C66108 & copies of our regulatory authorisations are available on request. 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 at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

#### **Codes of Conduct**

Leahy Investment Advisers is subject to the Consumer Protection Code, Minimum Competency Code and 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)

#### **Our Services**

Leahy Investment Advisers is a member of Brokers Ireland, Insurance Institute of Ireland (III) and the Life Insurance Association (LIA). Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions and mortgage products. A full list of insurers, product producers and lending agencies with which we deal are listed in Appendix 1.

#### **Fair Analysis**

The concept of fair analysis is derived from the Insurance Mediation Directive. It describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/ or a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be such that could be reasonably expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair analysis of the market, we will consider the following criteria

- the needs of the customer,
- the size of the customer order,
- the number of providers in the market that deal with brokers,
- the market share of each of those providers,
- the number of relevant products available from each provider,
- the availability of information about the products,
- the quality of the product and service provided by the provider,
- cost, and
- any other relevant consideration.

#### **Life & Pensions / Deposits & Investments**

Leahy Investment Advisers 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 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.

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.

## **Mortgages**

Through the lenders or other undertakings with which we hold an agency, Leahy Investment Advisers can provide advice on and arrange mortgage products from the following range: fixed-rate loans, variable rate mortgages, capital & interest mortgages, interest only mortgages, endowment mortgages, pension mortgages and residential investment property.

Leahy Investment Advisers provides mortgage advice on a fair analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs).

We will need to collect sufficient information from you before we can offer any advice on housing loans. This is due to the fact that a key issue in relation to mortgage advice is affordability. Such information should be produced promptly upon our request.

## **Disclosure of Information**

Any failure to disclose material information may invalidate your claim and render your policy void.

Leahy Investment Advisers is remunerated by commission and other payments from product producers or lenders on the completion of business. 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 3 hrs.

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life, non-life business and Standard PRSAs. 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.

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 firm unless an arrangement to the contrary is made.

## **Life, Pension & Life Wrapped Investment Fees**

You may elect to deal with us on a fee basis (It is common to distinguish on the basis of the seniority of the person and between advisers and support staff).

e.g.:

Principles / Partners: €300 per hour

Support staff: €50 per hour

(Minimum case fee €750)

*Target fee income to include overhead – divide by 44 weeks/divide by 20 hours per week. It is usual to charge travel time at half normal rate. For support staff an estimate is 3 x hourly rate – annual salary/46 weeks/35 hours x3.*

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 €200 per hour to a maximum of €300 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:

Principles/Partners : €300 per hour.

Support staff: €50 per hour.

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will notify you in advance of providing you with these services our scale of fees for such cases which range from a minimum of €200 per hour to a maximum of €300 per hour. 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.

PRSAs are available in two forms – Standard PRSAs with capped charges and Non- Standard PRSAs. We provide an “execution only” service in relation to Standard PRSAs i.e. we can process your order with the relevant Life Office but we do not offer advice in relation to this product. If you require advice, you will be charged a fee commensurate with the work complete (see commissions and charges below).

We charge €750 for the completion of a Standard PRSA on an execution only basis. Where advice and completion is requested for PRSAs/ Non-Standard PRSAs, a fee will be charged equivalent to the difference in commission between a normal pension product and a Standard PRSA/ Non-Standard PRSA. We will give an estimate of this rate in advance of providing you with services. Alternatively, you can choose a pension product i.e. Personal Pension, where charges will include adviser fees.

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

These fees will cover the advice on the nature of the products and selection of suitable products. Where the client selects a product issued by a provider in Appendix 1, commission will be payable and also fees due separately. In some special circumstances established clearly beforehand, commission may be used to offset fees outstanding.

## **Mortgages**

We may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance. This commission is paid by the mortgage lender.

Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. You have the right to pay a fee separately and not include it in the loan. Typically, this situation arises in relation to specialist lending.

If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through our firm, we will charge you an arrangement fee of €300 per hour worked for our services. If we process an application on your behalf and you are declined/postponed, we will charge you €300 per hour worked for our services.

## **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.

## **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 or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

## **Conflicts 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**

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. In particular, without limitation of the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client.

Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

## **Complaints**

Whilst verbal complaints will be acknowledged it would be preferable that any complaints to us are made in writing. We will acknowledge your complaint 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 no 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). – see *Appendix 1 for contact details*. A full copy of our complaints procedure is available on request.

## **Data Protection**

Leahy Investment Advisers comply with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Leahy Investment Advisers are 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 accessible. Please refer to our website [www.leahys.ie](http://www.leahys.ie), if this medium is not suitable we will ensure you can easily receive a copy by; hard copy, telephonic environment. Please contact us at [info@leahys.ie](mailto:info@leahys.ie) or by post at Leahy Investment Advisers, 1 Barrack Street, Wexford if you have any concerns about your personal data.

## **Compensation Scheme**

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd – see *Appendix 2 for details*.

## **Brokers Ireland Compensation Fund**

We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

## **Appendix 1**

### **List of Product Producers Life & Pensions**

Irish Life  
Canada Life (now Irish Life)  
New Ireland  
Zurich Life  
Aviva Life & Pensions Ireland Ltd  
Friends First  
Caledonian Life (now Royal London)  
Standard Life  
B.C.P. Asset Management Ltd.  
KBC Bank

### **List of Lenders Mortgages**

PIBA Network Services Ltd; with access to the following lenders: AIB, ICS, PTSB, KBC, BNP Paribas, HCL, Sol Bank.

### **Financial Services Ombudsman**

3rd Floor, Lincoln House,  
Lincoln Place,  
Dublin 2  
Lo Call: 1890 88 20 90  
Tel:+3531 6620899  
Fax:+353 1 6620890  
Email: enquiries@financialombudsman.ie

### **Pensions Ombudsman**

36, Upper Mount Street,  
Dublin2  
Tel: +353 1 6471650  
Fax:+353 1 6769577  
Email: info@pensionsombudsman.ie

## **Appendix 2**

### **Investor Compensation Scheme**

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.