



Ed/Oct 2018

## Terms of Business of The Finance Shop Ltd

**Our Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries we will be happy to clarify them. If any material changes are made to these terms we will notify you.**

### Authorisation with the Central Bank of Ireland

The Finance Shop Ltd, trading as The Finance Shop is regulated by the Central Bank of Ireland (CB Ref. 5438) as an Insurance Intermediary registered under the European Union (Insurance Distribution -IDR) Regulations 2018: as an Investment Intermediary authorised under the Investment Intermediaries Act (IIA) 1995.

A copy of our regulatory authorization is attached and 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

The Finance Shop Ltd 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

**Our objective is to help our clients achieve their financial goals. We will offer professional advice, and assist our clients in devising the plans and strategies necessary to achieve their financial goals.**

**Our principle business is to provide advice and arrange transactions on behalf of clients in relation to Life Assurance, Pensions, and Savings & Investments.**

### Fair Analysis

The concept of fair analysis 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 any other 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 the share of that market. The extent of fair analysis must be such that could reasonably be 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 and personal analysis of the market, we will consider the following criteria.

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- 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 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
- the cost
- any other relevant considerations

**The Finance Shop provides Life Assurance, Pension advice on a fair analysis basis i.e. providing services 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.**

### **Insurance Based Investment Products (IBIP)**

**We are remunerated by commission for our investment intermediary services. We can also be remunerated a fee if preferable for clients. By accepting commission as payment for investment advice the Financial Regulator says that we cannot call ourselves Independent in this regard regardless of our ability to provide “fair analysis”.**

### **Life Pensions & Investment Products**

The Life & Pensions side of the business deals with products that are in the financial services or financial planning arena. The following are examples of Life & Pensions products

**Protection Products** - Life Assurance, Income Protection (PHI), Serious Illness Cover

**Pension Products** – Personal Pensions, Personal Retirement Savings Accounts (PRSA’s), Executive Pensions, Company/Group Pension schemes, Small Self-Administered Pension Schemes, Annuities, Retirement Bonds, Approved Retirement Funds.

### **Savings & Investments**

Regular Savings and Lump Sum Investments – Investment Bonds, Tracker Bonds, Unit Linked Funds and Specialist Funds.

We will provide assistance to you for any queries as you may have in relation to the policies or in the event of a claim during the life of a policy 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 to Income Protection (sometimes referred to as Permanent Health Insurance PHI) and Specified Illness policies.

Specifically on the subject of Income Protection (PHI) 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
- d) the reductions applied to benefits 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 the policy.

### **Disclosure of Information**

Any failure to disclose material information may invalidate a claim and render a claim void



### **Client Protection**

The Finance Shop Ltd holds **Professional Indemnity Insurance** (PI Cover) underwritten by **AXA XL Insurance**.

The Finance Shop Ltd is a member of the **Investor Compensation Scheme** operated by the Investor Compensation Company Ltd. See below for details.

### **Investor Compensation Scheme**

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in circumstances, of compensation to certain clients (known as eligible investors) of authorized investment forms, 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 the scheme. Compensation may be payable where money or investment instruments owed to 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 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 recognized 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 recognized for the purposes of the investor Compensation Act 1998: or
- Compensation up to €20,000

For further information contact the Investor Compensation Company at (01) 224 4955

### **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.

### **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 in writing before providing you with a service. A full copy of our conflicts of interest policy is available on request

### **Data Protection**

The Finance Shop Ltd. Complies with EU General Data Protection Regulation (GDPR) and the Data Protection Acts 1988 and 2018 for the collection, use and retention of personal information. **(see Privacy Policy attached)**

The data which you provide to us will be held on computer and paper files for the purpose of arranging transactions on your behalf. The data will be processed only in ways compatible with the purpose for which it was given. We will not share this data with any third party unless we have got your prior permission to do so.



We would also like to keep you informed of developments in financial products and services provided by us or associated companies with which we have a formal business arrangement: which we think may be of interest to you.

We would like to contact you by way of **letter, email or telephone** call. Under Data Protection regulations we are required your get your prior consent to communicate with you. This is dealt with in the attached **Terms of Business Acknowledgement Letter**.

### **Client's Best Advantage**

The Finance Shop must ensure that we act to your best advantage at all times. Arising from this requirement whilst taking all relevant factors into account, we must recommend to you the most suitable product available through the Agencies we hold.

### **Knowing You**

Before we enter into a relationship with you we must complete a Financial Factfind. This will detail your current financial position and will allow us to make suitable recommendations.

**Everything we discuss with you is of course confidential.**

We can only advise effectively if we have all the relevant information, documents and correspondence about the matters on which you have sought advice. It is therefore usually so that the more we know, and understand the more valuable our advice will be.

We can also transact business on your behalf on an **"execution only"** basis. This means that we will not give you any advice in relation to the transaction, that we have clearly warned you that investment products can fall as well as rise in value and you have given us written confirmation that you wish to proceed with the transaction.

### **Product Recommendation**

When we have completed our Financial Factfind we will do a written report outlining our recommendations. If as a result of this report you wish to arrange a financial product on your behalf we will provide a product specific **"Recommendation Letter"** outlining the reasons why we advised you to purchase this product along with the salient features of the product.

### **Regular Reviews**

It is in your best interest that we review the products and services that we arrange for you on a regular basis.

As your circumstances change your needs will change. You should advise us of those changes when they occur and request a review of existing plans so that we can insure 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 cover and/or inappropriate investments

Product Providers will provide **Annual Statements** to update you on current values and/or revised benefits and contributions. You should consider if revised benefits are still appropriate and contact us if you wish to increase or reduce benefits.

Specifically in relation to IIA firms providing Article 3 services we will provide on-going suitability assessments as part of our service to clients. On an annual basis the firm will issue a client report outlining changes in the service or instruments involved.



### **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 to 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 the policy documents or product terms for the details of such provisions.

It is in your best interest that we review the products and services that we arrange for you on a regular basis. As your circumstances change your needs will change. You should advise us of

### **Remuneration: Charges Fees/Commissions**

We will have an initial consultation with a perspective client free of charge.

If as a result of this meeting a client engages us to provide services on his/her behalf we will agree a basis of remuneration. We can be remunerated by fees or commissions or by a combination of both. If we agree to proceed on a fee basis we will quote for the advice based on the time it will take to compile the client's existing financial data, as well as furnishing our recommendations.

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life, pensions, 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 our fees outlined below.

Our standard hourly fees are:

Advisor Fees: €125 per hour

Support Staff: €55 per hour

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.

Where commissions are payable to The Finance Shop Ltd. by a product producer, the product quotation will disclose the level of commission payable.

### **Complaints**

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made, in writing.

- we will acknowledge receipt of complaint within 5 working days and investigate same
- the complainant will receive an update as soon as possible and at intervals of not greater than 20 business days starting from when the complaint was made
- on completion of our investigation, we will provide you with a written report of our outcome
- in the event that you are dissatisfied with our handling or response to your complaint, you are entitled to refer the matter to the **Financial Services and Pensions Ombudsman (FSPO)**. A copy of our complaints procedure is available on request.



## Privacy Policy – General Data Protection Regulation (GDPR)

The General Data Protection Regulation (GDPR) is effective from May 25<sup>th</sup> 2018. This is the first revision of data protection rights and responsibilities at European level since 1995. The GDPR amends existing data protection law in Ireland and creates enhanced accountability and transparency obligations for all companies who process personal data whilst granting new and enhanced rights for individuals.

In order to provide Financial Advice for our clients we firstly complete a Factfind where we gather personal data. When we have considered all the information we will make recommendations. A recommendation might be to commence an Insurance contract such as a Life Assurance, Pension, Savings or Investment contract.

In this example The Finance Shop becomes the **Data Controller** and the client becomes a **Data Subject**. The Finance Shop will only ever use your data to provide advice and arrange products with product providers on your behalf.

There are three separate actions in this process and the Data Controller we have should have policies in place to ensure that the rights of the Data Subject are upheld.

- a) gather personal data
- b) store this personal data
- c) share your personal data to a third party such as an insurance company

### Gathering Personal Data

We can only gather store and share your personal data with your prior consent. There is a declaration on our Factfind document that seeks your permission to contact other professional advisors such as accountants and solicitors if we require data from other sources or advisors.

### Storing Personal Data

We will store your Personal Data on paper and computer files. At this time we do not use an external client management system (CMS) so we do not store your data on any external storage medium.

The Finance Shop will not hold your data for any longer than is necessary. The time span will depend on

- a) the type of product or service we provide for you
- b) regulatory rules or the potential existence of legal disputes

There is a legal term called **Statute of Limitations** which imposes a limit on the right of action so that after the prescribed period any action will be “time barred”. In contract law this is 6 years. If we arrange a contract on your behalf we will hold you file for a further 6 years after the contract has ceased.



## **Sharing Personal Data**

We will keep your personal data confidential but may share it with third parties where necessary to arrange products or services on your behalf. We may also share your data with regulatory or government bodies when required.

## **International Sharing of Data**

We do not envisage a situation where we would share your data with organisation outside of the state. Perhaps reasons may occur in the future and if so we will make you aware of this.

## **Data Protection Rights of a Data Subject**

**Access** – you have the right to be informed of how we collect, share and use your personal data and to request a copy of the data we hold about you.

**Rectification** – You have the right to have inaccurate information corrected and incomplete information updated.

**Erasure** – Under certain circumstances you have the right to have your data or a portion of it deleted.

**Restriction** – Under certain circumstances you have the right to have the use of your data restricted.

**Objection** – Under certain circumstances you have the right to object to the processing of your data.

**Portability** – You have the right to have the data we hold about you transferred to another organisation.

**Complaints** – You have the right to complain to the office of the Data Protection Commissioner at:

Office of the Data Protection Commissioner  
Canal House  
Station Road  
Portarlinton  
Co. Laois  
R32 AP23

## **Mandatory Notification of Data Breaches**

Data Controllers have a mandatory obligation to report breaches to the supervisory authority within 72 hours (unless the breach is unlikely to result in a risk to the rights of the data subjects (ie. encrypted or anonymised)).

Data Controllers will also have to notify the data subjects where a data breach will have a possible adverse impact for the Data Subject.

Data Controllers must keep records of all data breaches



Banc Ceannais na hÉireann  
Central Bank of Ireland

Eurosystem

## Statement of Authorised Status

**The Finance Shop Limited t/a The Finance Shop ('the firm') (Ref. No. C5438)** is deemed authorised as an investment business firm under Section 26 of the Investment Intermediaries Act, 1995 (as amended), to provide the services of an investment intermediary.

The Finance Shop Limited t/a The Finance Shop is authorised to receive and transmit orders to product producers from whom a written letter of appointment is held, in relation to:

1. Shares in a company or bonds that are listed on a stock exchange, prize bonds
2. Relevant collective investment scheme instruments
3. Tracker bonds
4. Insurance policies
5. Personal Retirement Savings Accounts (within the meaning of the Pensions Act, 1990) ('PRSAs')

The firm is also authorised to act as a deposit broker and to give advice in relation to deposits.

When receiving and transmitting orders in relation to insurance policies and/or PRSAs, the firm may only accept cash or cheques/bank drafts from clients payable to itself where:

- (i) an insurance undertaking has invited renewal of a policy of insurance, or
- (ii) a proposal for insurance and/or PRSAs has been accepted by an insurance undertaking.

In all other circumstances, cheques/bank drafts or other payment instruments must be made payable to the product producer.

**For and on behalf of the Central Bank of Ireland:**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

CENTRAL BANK OF IRELAND

19 SEP 2016

RETAIL INTERMEDIARIES-POST AUTHORISATIONS





**FINANCIAL REGULATOR**  
*Údair Airgeadais*

PO BOX NO 9138     ☎ 1 353 1 410 4000  
COLLEGE GREEN,     ☎ 1 353 1 410 4900  
DUBLIN 2, IRELAND     [www.financialregulator.ie](http://www.financialregulator.ie)

### **Investor Compensation Act, 1998**

Under Section 38(1) of the Investor Compensation Act, 1998, the firm is required to ensure that in its terms of business or in any documentation which may be used by the firm and which is acknowledged in writing by the client, that it informs actual and intending clients of the following information concerning investor compensation:

- (a) that 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;
- (b) that the firm is a member of that compensation scheme;
- (c) 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;
- (d) 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;
- (e) 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 which is recognised for the purposes of the Investor Compensation Act, 1998; or
  - b) compensation of up to EUR20,000."

**Financial Institutions & Funds Authorisation**  
**The Irish Financial Services Regulatory Authority**





**Insurance Intermediaries Professional Liability Schedule**

	<b>Policy Number</b>	IE00019885EO19A
<b>Item 1.</b>	<b>Policyholder</b>	The Finance Shop Ltd.
	<b>Address</b>	Old Windmill Court Lower Gerald Griffin Street Limerick
<b>Item 2.</b>	<b>Policy Period</b>	From: 22 March 2019 To: 21 March 2020 Both days inclusive
<b>Item 3.</b>	<b>Limit of Liability</b>	€1,500,000 Any One Claim in respect of Life, Pensions, Mortgage and Investment Work. Defence Costs and Expenses are inclusive.
<b>Item 4.</b>	<b>Retention (each and every Claimant, but not applicable to Defence Costs)</b>	€2,500 of each and every claimant for claims made against them in respect of Life, Pensions, Mortgage and Investment work.
<b>Item 5.</b>	<b>Professional Services</b>	Insurance Intermediary
<b>Item 6.</b>	<b>Retroactive Date</b>	None
<b>Item 7.</b>	<b>Premium</b> including Government Levy	€1,575.00
<b>Item 8.</b>	<b>Endorsements</b>	1. Unregulated Investment Exclusion

**Stamp Duties Consolidated Act, 1999**

The appropriate Stamp Duty has been or will be paid by the *Insurer* to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999, as amended.

In Witness whereof this Policy has been signed as follows:

100% XL Insurance Company SE (Irish Branch)

Signed in Dublin on June 17, 2019



For and on behalf of XL Insurance Company SE



## Agencies Held by The Finance Shop Ltd

### Life & Pensions

Aviva Life & Pensions  
BCP Asset Management Ltd  
Friends First  
Irish Life  
New Ireland Assurance  
Phoenix Ireland (formerly Scottish Provident)  
Royal London  
Standard Life  
Zurich

We also hold agencies with product providers for services/products that are not regulated by the Central Bank of Ireland. Self Administered pension products are an example of products that are not regulated by the Central Bank of Ireland. We have agencies with the following to provide Self Administered pension products.

Wealth Options  
Independent Trustee Company (ITC)  
Newcourt Retirement Fund Managers