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***TERMS OF BUSINESS***

These Terms of Business valid from 15/5/2017 set out the general terms under which Unique Financial Services Ltd will provide business services to you and the respective duties and responsibilities of both Unique Financial Services Ltd 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.

**Authorised Status & Statutory Codes**

Unique Financial Services Ltd is regulated by the Central Bank of Ireland. We are subject to the Central Banks Consumer Protection Code, Minimum Competency Code and Fitness & Probity standards which offer protection to consumers. These codes and our authorisation can be viewed on the Central Bank’s website [www.centralbank.ie](http://www.centralbank.ie) on the register page. Our ref no. is C10201.

**Services Provided**

Unique Financial Services Ltd principal business is to provide advice and arrange transactions on behalf of clients in relation to Life/Pensions/Deposits and Investments. Our advice is provided on the basis of an analysis from the Product Producers we have agencies with which enable us to recommend products that are adequate to meet our client’s needs.

**Outsource Services**

If external administration support services are engaged relative to the service provided then such providers will be appointed as data processors acting on our behalf such providers may be remunerated by us.

**Client Information /Agency Transfer**

Any policies written as part of the advice to which this Terms of Business relates will be written under the specific agency number allocated to us by the institution providing the recommended Assurance policy(s). Under this Terms of Business you agree that we are permitted to arrange transfer of the related policy(s) to a different agency number, which could be a third party regulated advisor, provided we advise you beforehand in writing giving you a minimum of two months’ notice and the authority to refuse any agency transfer at that time.

**Commissions & Charges**

Unique Financial Services Ltd is remunerated on a commission basis and other payments from product producers on completion of clients business. The amount of commissions paid to us will be outlined on documents given to you prior to completing business with us. Unique Financial Services Ltd allows you the option to pay in full for our services by means of a fee. If you chose to pay by way of a fee we will confirm all details to you in writing prior to advising you on your financial affairs and the charge is accepted by you. Fees are charged on a time spent and expenditure basis. Where a renewal, trail or fund based commission is earned by us from the product producer which will be outlined prior to affecting your policy, we will provide an on-going service to you. Alternatively you may be charged a fee.

**Receipts**

Unique Financial Services Ltd will issue receipts for each payment received pursuant to Section 30 Investment Intermediaries Act, 1995 and under the Consumer Protection Code 2012.

Unique Financial Services Ltd recommends that all

cheques or negotiable instruments are made payable to the appropriate Financial Institution/Product Provider. Every effort is made to ensure that clients’ money is transmitted to the appropriate Financial Institution/Product Provider without delay.

Unique Financial Services Ltd holds appointments with the following companies;

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| --- | --- |
| **Life Companies** | **Investment Companies** |
| Aviva Life & Pensions Ireland | BCP Asset Management |
| Friends First | Blackbee Investments Ltd |
| Irish Life Assurance plc | Cantor Fitzgerald Ireland Ltd |
| New Ireland Assurance Co plc | Conexim Advisers Ltd |
| Phoenix | Greenman Investments |
| Royal London | Independent Trustee Co. |
| Standard Life Assurance Ltd | KBC Bank Ireland plc |
| Zurich Life | Wealth Options Ltd |
| **Deposit Undertakings** |  |
| KBC Bank Ireland plc | Permanent TSB |

**Ongoing service**

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.

**Conflict of Interest Policy**

It is the policy of Unique Financial Services Ltd to avoid any conflict of interest when providing business services to our clients. However, where an unavoidable conflict may arise we will advise and agree this with you, 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.

**Default of payments by clients**

Unique Financial Services Ltd will, if necessary exercise its legal rights to receive any payments due to it from clients for business services provided by it and, to be reimbursed for any value obtained by Unique Financial Services Ltd on behalf of clients who subsequently default in any payment due to Unique Financial Services Ltd. 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.

The acceptance by Unique Financial Services Ltd of a completed proposal DOES NOT in itself constitute the effecting of a policy, it is only when the Insurer confirms the policy is effected your policy is live.

**Data Protection and Personal Information**

Unique Financial Services Ltd treats all personal data as confidential information. Unique Financial Services Ltd will use this data only for the purpose(s) intended. Unique Financial Services Ltd will not disclose such information except as permitted by you or as required by law. The data which you provide to us will be held on a computer database and/or paper files for the purpose of arranging transactions on your behalf. Unique Financial Services Ltd keep records of business transactions for at least six years after our business relationship ends with clients, including personal data defined as sensitive under the Data Protection Act 1988 & 2003. You have the right to inspect copies of your file on request in writing we may charge a fee of €6.35.

**Disclosure of Information**

It is your responsibility to provide complete and accurate information to us and insurers when you affect your policy, throughout the life of your policy. It is important that you ensure that all statements you make on proposal, claim forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure. If you fail to disclose any material information to us or your insurers this could invalidate your cover and could mean that part or all of a claim may not be paid. To assist us in providing you with a comprehensive service and to keep our records as up-to date as soon as possible, please notify us of any changes to your personal circumstances, e.g. name change, change of address.

**Governing Law and Business Succession**

These Terms of Business shall be governed by and construed in all respects according to the laws of the Republic of Ireland and will be deemed to cover any successors in business to Unique Financial Services Ltd.

**Regular Reviews**

It is in your best interests that you review, on a regular basis, the products & advice which we have provided for you. As your circumstances change, your needs will change. You are strongly advised to contact us in the event of any change in your circumstances or requirements, where we will review your financial affairs so that we can ensure that we are providing you with up to date advice best suited to your needs.

**Complaints Procedure**

Unique Financial Services Ltd has a complaints procedure in place, complaints can be made by telephone, in writing, email or face to face. If the complaint is not in writing or by email we will write to you to confirm our understanding of your verbal complaint. All complaints should be made to: Unique Financial Services Ltd, Livestock Mart, Prospect, Athenry, Co Galway.

We will respond to complaints in a courteous, timely and fair manner. We endeavour to address the specific issues raised by our customers, to achieve a situation where our customer feels we have addressed the complaint. Where customers remain dissatisfied with the outcome of our efforts to resolve their complaint, we will advise you of your right to refer your grievance to the Financial Services Ombudsman Contact details as follows; Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Tele 1890882090, 01 6620899, fax 01 6620890, Email: enquiries@financialombudsman.ie.

Pensions Ombudsman, 4th Floor Lincoln House, Lincoln Place, Dublin 2, 016766002, Email: info@pensionsombudsman.ie

**Investor Compensation Scheme**

Unique Financial Services Ltd is a member of the Investor Compensation Scheme, which provides certain remedies to eligible clients on default by Unique Financial Services Ltd. Your legal rights against Unique Financial Services Ltd are not affected by this scheme. Under 38 (1) of the Investor Compensation Act, 1998, we wish to draw your attention to the following: The Investor Compensation Act, 1998, provides for the establishment of a compensation scheme to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act. Compensation may be payable where money or investment instruments owed or belonging to clients are held, or in the case of investment instruments, administrated or managed by Unique Financial Services Ltd cannot be returned to those clients for the time being and there is no reasonably foreseeable opportunity of Unique Financial Services Ltd 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 Unique Financial Services Ltd are not in a position to return client money or investment instruments owned or belonging to the clients of Unique Financial Services Ltd 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 clients loss which is recognised for the purposes of the Investor Compensation Act 1998 or Compensation of up to Eur20,000. For further information, contact the Investor Compensation Company (01) 224 4955.

**DIRECT MARKETING**

We would also like to keep you informed of various Life, Pensions and Investment products, and any other services provided by us or associated companies with which we have a formal business arrangement, and which we think may be of interest to you.

I/We confirm having read the paragraphs in relation to Data Protection/Marketing in this Terms of Business. I/We consent to Unique Financial Services Ltd making contact with me by letter, phone, email, or SMS text in relation to the range of services provided by us or our associated or partnership companies and to the sharing of relevant information as indicated.

If you do not wish to avail of these services, please tick here;

**Terms of Business**

I/We acknowledge that I/We have been provided with a copy of the Terms of Business from Unique Financial Services Ltd Financial Adviser and confirm that I/We have read and understand them.

Signed 1st:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name CAPITALS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed 2nd:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

CAPITALS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_ /\_\_\_\_\_ /\_\_\_\_\_\_

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Signed on behalf of Unique Financial Services Ltd

Date:\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_