



TERMS OF BUSINESS

These Terms of Business valid from 10/03/2021 and 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 ourselves 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. Our ref no. is C10201. These codes and our authorisation can be viewed and verified on the Central Bank’s website www.centralbank.ie or by contacting 1890 777 777.

Services Provided

Unique Financial Services Ltd are an Insurance & Investment Intermediary our principal business is to provide advice and arrange transactions on behalf of our clients in relation to life, pensions & investments products. We are not under a contractual obligation to conduct Insurance distribution business exclusively with one or more Insurance Undertakings and do not give advice on the basis of a fair and personal analysis, we do however provide advice from the selection of products provided by the Companies we have agencies with. We recommend the product that, in our professional opinion, is best suited to your needs and objectives from this selection of products.

As part of the process when giving our clients advice on Investments we will need to gather information with regards your investment knowledge and experience, if this information is not provided, we will not be in a position to determine whether the product is appropriate for you.

We hold appointments with the following companies;

Life and Investment Companies	
Arena Capital Partners Ltd	Merrion Stockbrokers Ltd
Aviva Life & Pensions Ireland DAC	MMPI Limited t/a Broker Solutions
BCP Asset Management DAC	Newcourt Retirement Fund Managers Ltd
Blackbee Investments Ltd	New Ireland Assurance Co plc
Cantor Fitzgerald Ireland Ltd	Permanent TSB
Conexim Advisers Ltd	Phoenix
Currencies Direct	Royal London
Greenman Investments	Standard Life Assurance Ltd
Independent Trustee Co.	Utmost PanEurope DAC
Irish Life Assurance plc	Wealth Options Ltd
KBC Bank Ireland plc	Zurich Life

Remuneration

Unique Financial Services Ltd is remunerated on a commission basis and other payments from product producers on completion of our client’s business. The amount of commission paid to us will be outlined on documents given to you prior to completing business with us. Unique Financial Services Ltd allows you to pay 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 for that policy, we will send you an

annual update on your Investment business as part of this service. Alternatively, you may be charged a fee.

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 us unless an arrangement to the contrary is made.

Although we will not be considering adverse impacts of investment decisions on sustainability factors in our investment and insurance-based Investment advice, we will keep an eye on the changes the Product Providers put in place and note any adverse effect on the cost to you if any.

A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us by the product producers” is available on our website. If you need further explanation on this information, please do not hesitate to call us.

Receipts and Payments

Unique Financial Services Ltd will issue receipts for each payment received. Please keep these receipts safe as they are your record of payment.

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.

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.

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. As per our remuneration policy we receive payment from the Product Providers for your business.

Data Protection and Personal Information

We comply with the requirements of the Data Protection Regulations 1988-2018. The data will be processed only in ways compatible with the purposes for which it was given. You will be given a separate Data Privacy Notice with these terms of business. We may receive referrals from partner firms and may advise them of any transactions arranged for you. 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.

Disclosure of Information

We act as your representative to the companies we have agencies with and 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. Material information about medical history, non-smoker status, occupation category and any hazardous pursuits are central to underwriting decisions and it is imperative that all information you provide to the insurer is accurate and complete.

You are under a duty to answer all questions posed by the insurer or ourselves on your behalf, honestly and with reasonable care. It is presumed, unless the contrary is shown, that you would know all questions in an application or at renewal is material to the risk undertaken by the insurer or the calculation of the premium by that insurer, or both.

Any failure to disclose material information may invalidate a claim and render your policy void. You must inform and disclose any material information including any material changes that might take place between the time you complete an application form and the time you pay the first premium. 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, etc.

Adverse Sustainability Impacts Statement

After due consideration with regards the legislation on Sustainable Finance Disclosure Regulation, due to our size and the type of business we transact with our clients, we have decided not to consider adverse impacts of investment decisions on sustainability factors in our investment and insurance-based investment advice. The reason we have decided this course of action is because we do not produce these investments, it is the Product Producers we have agencies with that build the Investment Products we advise on. Within the next year we will consider whether we will continue with this view, to ensure we stay within the guidelines of the legislation. All information re Sustainable Finance Disclosures will be adhered to by the Product Producers and their brochures and documents will outline their disclosures.

If any of the investments we provide advice on have a Sustainability Finance Disclosure, these investments will be produced by the product providers we have agencies with, and their brochures and documents will have full details of the areas that are considered.

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, by 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 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 & Pensions Ombudsman Contact details as follows; Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Tel: 01-5677000, Email: info@fspo.ie.

Investor Compensation Scheme

Unique Financial Services Ltd is a member of the investor compensation scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and to the payment, in certain circumstances, of compensation to clients of firms covered by the Act. However, you should be aware that a right to compensation will only arise where money or investment instruments held by a firm on your behalf cannot be returned either for the time being or in the foreseeable future and where the client falls within the definition of eligible investor as contained in that Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of your loss which is recognised for the purposes of the Investor Compensation Act, 1998; or compensation of up to €20,000.

DECLARATIONS

I/We acknowledge that I/We have been provided with Terms of Business and the Data Privacy Notice for Unique Financial Services Ltd and confirm that I/We have read and understand them.

DIRECT MARKETING

I/We consent to Unique Financial Services Ltd making contact with me/us in relation to the range of services provided by Unique Financial Services Ltd or our associated or partnership companies which we feel may be of interest to you and to the sharing of relevant information. We will still be allowed to contact you in relation to the business we have advised you on, even if you opt out of marketing material. You have the right to be removed from our marketing lists in the future, by contacting us and requesting same.

If you wish to avail of these services, please tick here; (Otherwise you will not be on our mailing list).

Post: Phone: Email: Text:

Social Media:

We may also use automated data processing or profiling to allow us to give you quotes etc, and for marketing purposes, by signing these terms of business you are also agreeing to us using these systems on your data.

Acceptance of these terms

I/We accept acknowledge receipt of this Terms of Business confirming my/our agreement to Unique Financial Services Ltd acting as my/our Financial Advisor.

Client 1
Signature _____

Client 2
Signature _____

Date: _____