

Terms of Business - Effective from 1st September 2016

About Quinlan Wealth Services Limited t/a Quinlan Financial Services:

This document sets out the basis on which we will provide business services to you. It details our regulatory and statutory obligations 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, please contact the undersigned who will be happy to clarify any matters which may arise. If any material changes are made to these terms we will notify you.

Contact: Hugh Maloney

Telephone: 067 32283

Authorised Status

We are regulated by the Central Bank of Ireland as an Investment Intermediary authorised under section 10 of the Investment Intermediaries Act, 1995 as amended and as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005 as amended. Copies of our authorisation are available on request. The Central Bank of Ireland holds registers of regulated firms. Our Central Bank number C93716. You may contact the Central Bank of Ireland on 1890 777 777 or can be verified by on their website: www.centralbank.ie.

Regulatory Codes of Conduct

Quinlan Wealth Services Limited t/a Quinlan Financial Services is subject to the Central Bank of Ireland's Consumer Protection Code 2012, Minimum Competency Code 2011 and Fitness & Probity Standards 2011, and the Handbook of Prudential Requirements for Investment Intermediaries which offer protection to consumers and which can be found on the Central Bank's website www.centralbank.ie.

Independent Advice:

We are independent brokers and are not tied to any one insurance company or other financial institution. We hold written letters of appointment from each of the following companies: Aviva, BCP Asset Management, Blackbee Investments Ltd, Cantor Fitzgerald, Davys, Davys Select, EBS, Friends First, Irish Life, KBC Bank Ireland, Merrion Stockbrokers Ltd, New Ireland Assurance, Permanent TSB, Phoenix Ireland Ltd, Royal London, Standard Life, Wealth Options and Zurich Life Assurance.

Our Services

We offer independent financial advice based on the information provided by you and, as we are not tied to any one insurance company or other financial institution, we are able to select the most suitable and competitive product for you from a wide range of products available on the market.

Quinlan Wealth Services Limited t/a Quinlan Financial Services acts as an Independent Broker which means that:

- a) the principal regulated activities of the firm are provided on the basis of a fair analysis of the market; and
- b) you have the option to pay in full for our services by means of a fee.

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.

Director **Hugh Maloney** ACA, QFA

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www.quinlanfinancial.ie

Registered in Ireland No: 508268.

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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 & Investments

We are authorised to provide advice on the following Insurance Products 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 the your needs:

- | | | |
|------------------|-------------------|------------------------------|
| • Life Assurance | • Serious Illness | • Savings |
| • Investments | • Pensions | • Permanent Health Insurance |

We also provide assistance to you on any queries you may have in relation to your policies and assist in any transactions you may wish to carry out on your policies. Please note that it is your responsibility to read the Policy Documents, literature and brochures in relation to your policies to ensure that you understand the nature of the policy, 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.

Disclosure of Information

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

Remuneration

Quinlan Wealth Services Limited t/a Quinlan Financial Services are remunerated by a combination of; (i) fees, payable directly by the client and (ii) commission, received from Insurance Companies and other Financial Institutions on completion of business. You may choose to pay in full for our services by means of fee. Where we receive recurring commission, this forms part of the remuneration for initial advice provided.

Our current basic hourly fee is: Advisor Fees: €100 and Support staff: €50.

We are remunerated by commission and other payments from product producers on completion of business, however, in certain circumstances, it will be necessary to charge a fee for services provided. In circumstances where fees are chargeable, we will notify you in advance and agree the scale of fees to be charged.

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. If we receive commission from a product provider, this may 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.

Regular Reviews

It is in your best interests that you review your policies on a regular basis to ensure that they continue to meet your needs. As your circumstances change, your needs will change too, therefore it is in your best interest to 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 inform us of changes in your circumstances, or request a review, may result in you having insufficient insurance cover and/ or inappropriate investments.

Conflicts of interest

We value our clients highly and endeavour, at all times, to make every reasonable effort to avoid conflicts of interest with our clients. We review our business processes and practices on an ongoing basis in order to identify and manage any potential conflicts of interest that may arise. Should an occasion where the firm's interests may conflict with yours or an unavoidable conflict arises; we will make you aware immediately in writing before providing you with any service.

Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients for services provided. 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. Please refer to your policy documents or product terms for the details of such provisions.

Complaints

We ask that you direct any complaint against our firm relating to investment business services provided by us in writing. We will acknowledge your complaint within 5 business days and will fully investigate same in a timely and thorough manner in accordance with the provisions of the Consumer Protection Code. On completion of our investigation, we will provide you with a written report of our findings. 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 Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (Lo Call: 1890 88 20 90) or to the Office of the Pensions Ombudsman, 36 Upper Mount Street, Dublin 2 (Tel. 01 6471650).

Data Protection

Quinlan Wealth Services Limited t/a Quinlan Financial Services complies with the requirements of the Data Protection Acts, 1988 and 2003. The data which you provide to us will be held on a computer database 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 would also like to keep you informed of insurance, investment, and any other services provide by us or associated companies with which we have a formal business arrangement, and which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call. If you do not wish to receive such marketing information please tick the box in the client acknowledgement section below.

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (know 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 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 recognized for the purposes of the Act

In the event that a right to compensation is established, the ICCL Scheme provides for payment of up to 90% of an eligible loss or €20,000, whichever is the lesser.

For further information contact the Investor Compensation Company Ltd at (01) 2244955.

CLIENT ACKNOWLEDGEMENT

Terms of Business

I acknowledge and confirm that I have been provided with a copy of the Terms of Business of Quinlan Wealth Services Limited t/a Quinlan Financial Services and that I have read the above and I understand and accept these terms.

Direct Marketing

I confirm having read the paragraphs in relation to Data Protection in the Terms of Business, consent to Quinlan Wealth Services Limited t/a Quinlan Financial Services - making contact with me by letter, phone, email, or SMS text in relation to the range of services provided by Quinlan Wealth Services Limited t/a Quinlan Financial Services or its associated or partnership companies and to the sharing of relevant information as indicated.

Please tick here if you do not wish to receive any marketing material ☐

Name: _____

Signed: _____

Date: _____

Failure to return the Terms of Business signed within 14 days will in all cases be interpreted as acceptance of the Terms of Business.