

Terms of Business

Date issued _____

Regulatory status

Frank Ryan Financial Services is regulated by the Central Bank of Ireland. We are authorised to provide the following services:

- Financial advice in relation to
 - Investments, including Tracker Bonds, collective investments and transferable securities, and savings
 - Pensions, including PRSAs, and retirement planning
 - Life assurance, specified illness & other protection products
 - Deposits
 - Mortgages
- Receive and transmit orders on your behalf for any of these products to any product producer we hold an appointment from

Contact details

Frank Ryan Financial Services may be contacted at 16 Beechlawn, Clonard, Wexford. Telephone 087-2557448, fax 053-9121374, e-mail frankwryan@eircom.net

Product Suitability

The suitability of all financial products depends on many factors and we will consider all relevant information before recommending any product to you. In order for us to fully assess your financial needs it is important that you provide all relevant information to us. If you do not do so the advice we provide may not be as suitable as had the full information been provided. You will be advised of the product's suitability and given a statement of reasons why, in our opinion, the product is suitable for your needs. All advice given will be based on our understanding of current law and Revenue practice. It may be that subsequent changes might effect the recommendations that have been made and these may need to be reviewed as a result. You may wish to contact us for a further financial review in that event.

Consumer Protection

We are 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. A right to compensation will only arise where money or investment instruments held by us on your behalf cannot be returned either for the time being or in the foreseeable future and where you fall within the definition of eligible investor as set out in the 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 as being eligible for compensation or €20,000. Your legal rights against us are not affected by this scheme.

In addition to the above mentioned compensation schemes we hold Professional Indemnity Insurance.

Conflict of Interest

It is our policy to avoid any conflicts of interest when providing business services to clients. However, where an unavoidable conflict may arise we will advise you in writing before providing any such service. If you have not been advised of any conflict you may assume that none arises.

Handling Money, Receipts and Business Processing

Payments should be made in favour of the provider of the product and not to us. We will issue a receipt for each payment received. Your application to a product provider will be submitted to it provided we have received all necessary documentation required to evidence compliance with regulatory requirements.

Data Protection

We keep records of business transactions with you for at least six years, including personal data defined as sensitive under the Data Protection Acts. You have the right to inspect copies of all entries in files or computerised records relating to transactions with you. A fee may be charged for this request, and if so you will be notified advance.

Product Provider Security

We seek contracts for you from Institutions which we consider offer an appropriate product to meet the needs identified. We cannot and do not guarantee the solvency or continuing solvency of any Institution used and you should note that the financial position of an Institution can change at any stage.

Complaints

We have written procedures in place for the effective consideration and handling of complaints.

Any complaint that you may have should be addressed to the Compliance Officer, Frank Ryan Financial Services, 16 Beechlawn, Clonard, Wexford. Telephone 087-2557448, fax 053-9121374, e-mail frankwryan@eircom.net

All complaints will be fully investigated and the outcome of the investigation will be communicated to you within 5 days of completion of the investigation. If you are dissatisfied with the handling of your complaint or the response to it you may refer the issue as appropriate to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, telephone 1890 882090 or the Pensions Ombudsman, 36 Upper Mount Street, Dublin 2, telephone 647 1650.

Remuneration Policy

We receive remuneration by commissions which are paid to us by the product provider and/or fees payable by you. We receive commission of up to a maximum of 1% from mortgage lenders in respect of mortgage transactions. Fees are charged on a 'flat' basis or on a time spent and disbursements basis as well as on the level of expertise, the urgency and complexity involved. Should a fee apply we will advise you in writing in advance. In the event of you defaulting on any payment of fees, we will, if necessary, exercise our legal rights to recover such monies due. Fees may be charged for advice given irrespective of whether a product is purchased by you.

If we have arranged for your fee to be offset by commissions derived from a product which you subsequently cancel or cease to pay, and in consequence we are obliged to refund commissions paid to us, we reserve the right to charge you a fee to reimburse us for the amount of commission refunded.

You or we may terminate our authority to act on your behalf with immediate effect at any time, but the termination must be communicated in writing (to us at our usual business address) and cannot be backdated. The termination will be without prejudice to the completion of any transactions already initiated and you remain responsible for the payment of any fees and expenses incurred up to the date of termination, or to the date of completion of any transactions in progress, whichever is the later.

Your Duty of Disclosure to Insurers and Duty of Utmost Good Faith - The law in the Republic Of Ireland deems insurance to be a special class of contract which imposes onerous duties upon prospective Insured's and their agents, who are obliged to act with utmost good faith towards Insurers at all times. In addition they are obliged to disclose to Insurers, before the contract is concluded, all material information that is known to them.

If there is any breach of these duties the Insurers will be entitled to cancel the policy of insurance from inception, if the breach induced the making of the contract on the relevant terms, as well as seeking the recovery of all claims already paid under the policy. These duties of utmost good faith and disclosure also apply to the claims process. In completing a proposal form or claim form or other documentation relating to an insurance policy, the accuracy of all answers, statements and / or information is your sole responsibility.

Claims - Claims should be advised to the insurer when the claim arises. The insurer will advise you of its claims requirements and provide you with a copy of its claims process on request. If you experience any difficulty with the insurer's claims process you should contact us.

Governing Law

These Terms of Business shall be governed by and construed in all respects according to the laws of the Republic Of Ireland and are valid until further notice.

Acceptance of These Terms

I/We accept and return this Terms of Business confirming my/our agreement Frank Ryan Financial Services acting as my/our Financial Adviser and I/we also authorise Frank Ryan Financial Services to hold my/our personal data on file, to contact me/us in writing, by telephone or by email in respect of financial services matters, and to obtain or provide any relevant information in respect of my/our existing policies or investments directly from or to the appropriate data processors, product or investment providers that I/we hold products with.

By signing this Declaration I/we give my/our explicit consent to any information about me/us, including where relevant, any sensitive personal data (such as health records), being processed by Frank Ryan Financial Services for the purposes of advising me/us appropriately as to the product that will suit my/our needs based on the information I/we have given. This may include information about me/us being used where appropriate for underwriting, administration, advisory, customer service, business analysis and prevention of money laundering and fraud.

The information you provide may be used by us in deciding whether to send you details about other products or services we believe may be of interest to you. If you do not wish to avail of this service please tick this box:



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(1 Signature of Customer)

Please print name (and business for which you are acting for, if relevant)

.....
Date

.....
Signature of Customer (2)

Please print name (and business for which you are acting for, if relevant)

.....
Date

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