

Date

## Terms of Business

Dear

I attach for your information a document setting out the terms under which St. Jarlath's Credit Union will provide insurance and investment business services to you.

You should read through this document and if there are any matters on which you require clarification I will be happy to explain the matter in more detail.

These terms will remain in force and shall apply to any business service provided to you now or at a future date. Should my firm change any of its business terms at a future date I will advise you at our next meeting.

### Data Protection

St. Jarlath's Credit Union Limited complies with the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. 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. Your data will be passed to the relevant product producers with whom St. Jarlath's Credit Union Limited has agencies for the purpose of arranging transactions agreed with you.

Yours sincerely,

\_\_\_\_\_  
**St. Jarlath's Credit Union Limited**

### Client Acknowledgement

*I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of St. Jarlath's Credit Union Limited and that I/we have read through, understand and consent to these terms.*

*I/We acknowledge and confirm that I/we have been provided with a copy of the Data Privacy Notice of St. Jarlath's Credit Union Limited and that I/we have read through and understand the document contents.*

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Direct Marketing

*I/We consent to St. Jarlath's Credit Union Limited making contact with me/us by letter, landline, mobile phone, email or SMS text in relation to the range of services provided by St. Jarlath's Credit Union Limited or its associated or partnership companies.*

**Please tick each of the ways in which you wish us to contact you;**

Letter       Landline       Mobile Phone       Email       SMS Text

### NOTE

You may opt out of this service at any time by writing to **St. Jarlath's Credit Union Limited** or by selecting the unsubscribe option on any email sent to you.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Terms of Business of St. Jarlath's Credit Union Limited

These terms of business will remain in force and shall apply to any business service provided to you now or at a future date. Should St. Jarlath's Credit Union Limited change any of its business terms at a future date we will advise you at our next meeting.

- The full name and address of the firm is set out on the top of this document.
- St. Jarlath's Credit Union Limited is authorised and regulated by the Central Bank of Ireland. Central Bank reference number is C14002.
- St. Jarlath's Credit Union Limited registered to undertake insurance mediation under the European Union (Insurance Distribution) Regulations 2018, as an Investment Intermediary and as an Investment Product Intermediary, under the Investment Intermediaries Act, 1995 (as amended). Copies of our regulatory authorisations are available on request. 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.
- St. Jarlath's Credit Union Limited is subject to the Minimum Competency Code and Regulation 2017, the Consumer Protection Code 2012 and Fitness and Probity standards 2014, which can be viewed on [www.centralbank.ie](http://www.centralbank.ie)
- St. Jarlath's Credit Union Limited offers a range of products and services including life assurance, pensions and investments.
- St. Jarlath's Credit Union Limited holds one written appointment with product producer Irish Life Assurance plc for life insurance plans (including life assurance, specified illness cover, income protection, unit linked savings, investments, and pension plans), and Personal Retirement Savings Accounts (PRSAs). Analysis of the market will be limited to products provided by Irish Life Assurance plc
- 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; particularly in relation to Permanent Health Insurance (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.

- St. Jarlath's Credit Union Limited may receive commission and other payments from the life assurance provider to whom orders are transmitted. Summary details of these payments will be included in a product information document, under the Customer Information Notice section, which you are legally entitled to receive before an application for a product is completed. These payments are included in the charges of your product. Any ongoing commission shown in the Customer Information Notice will be paid to St. Jarlath's Credit Union as long as we continue to be your Financial Adviser. The full details of the commission St. Jarlath's Credit Union Limited receives for Life Assurance products (excluding Company Pension products) will be included in your Welcome Pack which is issued to you. Details of company pension commission are available upon request. In certain circumstances, St. Jarlath's Credit Union Ltd. may charge you a fee for the services provided. If we do this we will provide you with a written estimate of this in advance of providing any business service.
- St. Jarlath's Credit Union Limited complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. 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. Your data will be passed to the relevant product producers with whom St. Jarlath's Credit Union Limited has agencies for the purpose of arranging transactions agreed with you. Your data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice and Data Protection Policy and Procedures. This information will only be used to provide you with business services, to meet any legal and regulatory obligations, and for legitimate business reasons. From time to time, we will send information about other 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. You have the right to ask us not to send you this marketing material and, at any time you can 'opt out' of receiving marketing material. You have a right to see the information that is held on you and you can do this by writing to St. Jarlath's Credit Union Ltd. at the address given. We would like to contact you by way of letter, email, telephone call or SMS text message. If you would like to receive such marketing information please complete the permission statements contained in the Terms of Business Client Acknowledgement Letter attached. You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at St. Jarlath's Credit Union Limited if you have any queries about your personal data.
- It is the policy of St. Jarlath's Credit Union Limited to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this in writing before proceeding to provide any business service. If you have not been advised on any such conflict you are entitled to assume that none arises.

- St. Jarlath's Credit Union Limited will, if necessary, exercise its legal rights to receive any payments due to it, from clients for business services provided. Premiums/payments for any product taken out will be collected directly by the product provider from the member. Irish Life Assurance plc may withdraw benefits on default of payments due under any products arranged for your benefit. Details of these provisions will be included in your product Terms and Conditions.
- We seek insurance and investment contracts for you from Irish Life Assurance Plc with which we hold a written appointment and from 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.
- Any complaint that you may have in relation to the business services provided should be made in writing to St. Jarlath's Credit Union Limited outlining the nature of your complaint. All complaints will be acknowledged in writing within 5 business days of the complaint being received. The complaint will be fully investigated by St. Jarlath's Credit Union Limited and a full response will be provided to you as soon as possible. We will aim to provide this response not later than 40 business days from receipt of your complaint and will provide you with a regular update on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made. In the event that you remain dissatisfied with the firm's handling of and response to your complaint you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman (contact details below).

***Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
Phone: 01 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)***

- St. Jarlath's Credit Union Limited is a member of the investor compensation scheme run by the Investor Compensation Company Limited. The scheme provides a way of paying certain investors compensation, subject to the relevant limits, if they suffer financial loss caused by an investment firm being unable to meet its financial obligations (in other words, pay everything it owes). In the event that a right to compensation is established, the amount payable is the lesser of ninety per cent of your loss, which is recognised as being eligible for compensation, or €20,000.
- 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.

- If any instructions are given orally, they must be confirmed by email or in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

## **Disclosure of Information**

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

**These Terms of Business are effective from 21st June 2019**