

# TOBIN

## — FINANCIAL —

### TERMS OF BUSINESS

These Terms of Business applicable from 31/03/2020 set out the general terms under which we 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. If any material changes are made to these terms, we will notify you.

#### Authorisation & Codes of Conduct

John Tobin Financial Services Limited t/a Tobin Financial is regulated by the Central Bank of Ireland. We are subject to the Central Bank of Ireland's Consumer Protection Code 2012 and Minimum Competency Code which offers protection to consumers, these codes can be found on the Central Bank website [www.centralbank.ie](http://www.centralbank.ie). Or contact them on 1890 777 777. Our authorised reference number is C7318 which can also be verified on the Central Bank website.

#### Services

We are an Insurance & Investment Intermediary. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to Life, Pensions, Deposits and Investments. 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 and Lenders 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.

Tobin Financial holds an appointment with the following providers:

Aviva Life & Pensions Ireland Dac	Greenman Investments
BCP Asset Management DAC	Irish Life Assurance plc
Blackbee Investments	New Ireland Assurance Co plc
Broker Solutions	Permanent TSB
Cantor Fitzgerald Ireland Ltd	Standard Life
Davy	Royal London Insurance DAC
	Zurich Life Assurance plc

#### Remuneration Policy

Tobin Financial is remunerated by the Product Providers we recommend to our clients, on a commission basis for orders transmitted, full details of which are included in

the product information document given to you prior to a proposal being completed.

Tobin Financial may also opt to charge a fee in certain circumstances. If this occurs, you will be fully apprised of the cost involved and a signed agreement will be completed prior to transacting business. 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 (these are outlined prior to affecting your policy) in this event we will provide an on-going service to you on that particular business. We will send you an annual update on your Investment business. Alternatively, you may be charged a fee.

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.

#### 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. 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.

The acceptance by Tobin Financial of a completed proposal DOES NOT in itself constitute the effecting of a policy, it is only when the Product Provider confirms policy is effected your policy is live.

#### Conflicts of Interest Policy

It is the policy of Tobin Financial to avoid any conflicts 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 of any such conflict you are entitled to assume that none arises. For information, any business you transact with us, the Product Provider remunerates Tobin Financial by way of commission.

#### Outsource Services

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

### Default of payments

Tobin Financial 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 Tobin Financial on behalf of clients who subsequently default in any payment due to Tobin Financial. 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.

### Receipts

Tobin Financial will issue receipts for each payment received pursuant to Section 30 Investment Intermediaries Act, 1995 and under the Consumer Protection Code 2012. All cheques or negotiable instruments are to be 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.

### Complaints Procedure

We have a complaints procedure in place which is available on request. Your complaint can be in writing, email, telephone or face to face. If your complaint is face to face or by phone, we will write to you to confirm our understanding of your complaint. We will acknowledge your complaint within 5 business days, advising you of the name of the person dealing with your complaint on behalf of the company. If in the event, a complainant is dissatisfied with the outcome of our investigation, you are entitled to refer the matter to the Financial Services & Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Lo call 01 5677000 email [info@fspo.ie](mailto:info@fspo.ie).

*All complaints should be addressed to: Tobin Financial, 7A South Ring, Business Park, Kinsale Road, Cork.*

### Investor Compensation Scheme

Tobin Financial 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. If 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.

### 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 Tobin Financial.

### 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.

### Data Protection and Personal Information

Tobin Financial treats all personal data as confidential information. We will use this data only for the purpose(s) intended. We will not disclose such information except as permitted by you or as required by law. A separate Data Privacy Notice will be given to you with these terms of business.

### DECLARATIONS

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

### DIRECT MARKETING

I/We consent to Tobin Financial making contact with me in relation to the range of services provided by ourselves 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 Tobin Financial acting as my/our Financial Advisor.

Client 1 \_\_\_\_\_

Client 2 \_\_\_\_\_

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