

FRANK LENNY

FINANCIAL

MORTGAGE HOUSE
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Mortgages
Life/Protection Plans
Investment
Property Insurance
Pensions



TERMS OF BUSINESS

Frank Lenny Financial Services Ltd. T/A Frank Lenny Financial is regulated by the Central Bank of Ireland.
Registered in the Republic of Ireland. Reg No. 310795
Registered Office; Mortgage House, 66, South William Street, Dublin 2.
A Private Company Limited by shares and having a share capital.
Managing Director: Frank P Lenny QFA CUA CUG (LIAMdip) APA (Personal General Insurance)

www.franklenny.com

Irish Brokers
association 


AEMA
ASSOCIATION OF EXPERT MORTGAGE ADVISORS

These terms of business set out the basis on which Frank Lenny Financial will provide business services to you as client of the firm. Please take a few minutes to read through these and if you have any questions we will be happy to answer them.

The full name address and contact details are set out on the front cover of this document and on our website.

Authorisation with the Central Bank of Ireland

Frank Lenny Financial Services Limited is authorised in Ireland as an Investment Intermediary under Section 26 of the Investments Intermediaries Act, 1995 as amended to receive and transmit orders or units of shares in undertakings for collective investment in transferable securities within the meaning of the Regulations of 1989, units in a unit trust, other collective investment scheme instruments, or shares in a company which are listed on a stock exchange or bonds so listed or prize bonds, tracker bonds, insurance policies or Personal Retirement Savings within the meaning of the Pensions Act, 1990. Our firm is also registered as an insurance/reinsurance intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended). We are an authorised mortgage intermediary under the Consumer Credit Act, 1995 as amended. Copies of our regulatory authorisations as 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 to verify our credentials.

Codes of Conduct

Our firm is subject to the following Codes of conduct issued by the Central Bank of Ireland. These Codes offer protection to our clients and all of the Codes can be found on the Central Bank's website www.centralbank.ie Consumer Protection Code 2012, Minimum Competency Code 2011, Fitness and Probity Standards 2011, Handbook of Prudential Requirements for Investment Intermediaries 2014.

The firm 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.

Mortgages

The firm can provide advice on and arrange mortgage products through our appointments with a range of lenders. The firm provides mortgage advice on a fair analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs).

We will need to collect sufficient information from you before we can offer any advice on housing loans. This is due to the fact that a key issue in relation to mortgage advice is affordability. Such information should be produced promptly upon our request.

Life & Pensions.

The firm provides life assurance and pensions 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.

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 PHI and serious illness policies.

Savings & Investments.

The firm provides savings and investment advice 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.

General Insurance (Personal & Commercial General Insurance).

The firm provides general insurance on a limited analysis basis (providing services on the basis of a limited number of contracts and product producers available on the market).

We provide advice on the following product providers:

- Allianz plc
- Aviva Insurance Europe SE

Remuneration policies/disclosure

Mortgages

The firm receives mortgage commissions from the various lending institutions at a rate of up to 1% of the value of the amount borrowed, on funded mortgages.

Life Assurance & Investments.

In respect of life assurance the firm may receive commission and other payments from the insurance companies to whom orders are transmitted. Summary details of these payments will be included in a quality information document, which you are legally entitled to receive before an application for a product is completed, and full details will be included with your cooling off letter.

Investments.

The firm receives commission of between 0 and 3% of the sum invested. Summary details of these payments will be included in a quality information document, which you will receive before an application for a product is completed, and full details will be included with your cooling off letter.

Pensions.

The firm receives commission of between 0% and 3% of the annual premium. Summary details of these payments will be included in a quality information document, which you will receive before an application for a product is completed, and full details will be included with your cooling off letter.

General Insurance Business:

The firm receives commission (at inception and renewal) of up to 20% of the annual premium.

The firm may receive a "soft commission" payment from any of the institutions with whom it transacts business. On request we will give examples of such type of payments.

Permanent Health Insurance.

In relation to permanent health insurance policies it is our policy to explain to you a) the meaning of disability as defined in the policy) 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.

Serious Illness Policies.

For a serious illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

Conflict of Interest

It is the policy of the firm to avoid any conflict of interest when providing business unavoidable conflict arises we will advise you of this in writing before proceeding to provide any business service. If you have not been made aware of any such conflict you are entitled to assume that none arises.

Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. In particular, without limitation of the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client.

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. We would refer you to policy documents or product terms for the details of such provisions.

Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

Disclosure of Information

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

Fees

At Frank Lenny Financial, we endeavor to charge reasonable fees for solid advice and strong service. These fees are listed below however any change to these fees will be discussed with you and agreed in writing in advance, by both parties. Also, where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below.

The fees we charge will be based on the service requested, and we will explain the rationale behind the calculation of the fee. There is no charge for our original fact-find meeting, and we use the information obtained in this meeting to highlight/prioritise the services the client wants, and to set an appropriate fee level, for their provision. This gives a client the opportunity to decide not to appoint us to act for them without incurring any charge.

Mortgages

The fee for new mortgage customers is €500. This is broken down into an initial processing fee of €250 which is payable at the commencement of the application. A second amount of €250 becomes payable on the success of the application. Success is defined as the production of a suitable loan approval letter. We charge no fees in respect of our mortgage switcher process.

Life Assurance & Pensions

Where We receive commission from a product provider, and charge a fee We do not offset the commission against the fee. A fee is only charged in unusual circumstances, where additional consultancy services are requested, and only when agreed in writing in advance. In such a situation the fee charged will be €150 per hour, or part thereof.

Data Protection

The firm 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. The 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. We would also like to keep you informed of mortgage, insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement; 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 would like to receive to receive such marketing information please complete the permission statements contained in the Terms of Business acknowledgement letter attached.

Where Clients have supplied us with documents in relation to a mortgage application, or other service, and subsequently do not proceed, we will endeavour to return these documents to them in a timely fashion. Alternatively where we have had difficulty in contacting them, we will destroy the documents, after a period of six weeks.

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 info@franklenny.com if you have any concerns about your personal data

Complaints Procedure:

The firm has a written procedure for the handling of complaints. Any complaint that you may have in relation to business services provided should be made verbally or preferably in writing to us outlining the nature of your complaint. Any such complaint will be recorded and acknowledged within 5 business days. Any complaint received will be fully investigated by the firm and a full response will be provided to you. Any updated responses (if relevant) will be provided every 20 business days in writing. Our objective is to investigate and if possible resolve any complaint within 40 business days. In the event that a client remains dissatisfied with the firms handling and response to a complaint then you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman, and/or The Central Bank of Ireland. All complaints should be addressed to Frank Lenny of this office. A full copy of our complaints procedure is available on request.

Compensation Scheme.

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd., see below for details.

Investor Compensation Scheme.

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known 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 where 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 recognised for the purposes of the Act.
- Where an entitlement to compensation is

established, the compensation payable will be the 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or

- Compensation of up to €20,000.

For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.

Receipts

Frank Lenny Financial will issue receipts for each payment received pursuant to Section 30 of the Investment Intermediary Act 1995 and these should be retained in a safe place.

Under the terms of the Consumer Credit Act, please note that the provision of mortgage services does not tie any client to arrange their related products with the firm. Products can be arranged with another provider if desired.

Regular Reviews

It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. You must 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 contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

Date:

These terms of Business are valid from the 10th September 2018, until further notice.

Name(s)

Dear

I attach for your information a document setting out the terms under which my firm will provide mortgage, insurance, protection, investment, and pension 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 in writing in advance of the changes.

Privacy Policy

Here at Frank Lenny Financial Services Limited we take your privacy seriously and will only use your personal information to provide the products and services you have requested from us.

Direct Marketing

However, from time to time we would like to contact you with details of other products [mortgages, protection products, investments, pensions, deposits] and services we can provide to you. If you consent to us contacting you for this purpose please tick to say how you would like us to contact you.

I agree

Preferred Contact Method

Post

Email

Telephone

Text message

Automated call

Yours Sincerely

Frank Lenny, QFA, CUA, CUG, (LIAMdip), APA (Personal General Insurance)
Managing Director.

Terms of Business

I acknowledge that I have been provided with a copy of the Terms of Business of Frank Lenny Financial and confirm that I have read and understand them.

Signed

Date

Signed

Date

WE VALUE YOUR BUSINESS