

  
**NEILAND**  
FINANCIAL SERVICES  
& ACE MORTGAGE SOLUTIONS

AVIVA HEALTH INSURANCE

FINANCIAL ADVICE

MORTGAGES

INVESTMENTS

PENSIONS

LIFE ASSURANCE

SERIOUS ILLNESS COVER

HOME INSURANCE

REPAYMENT PROTECTION

INCOME PROTECTION

**Terms of Business**

Dear .....

**Neiland Financial Services Ltd t/a Neiland Financial Services & Ace Mortgage Solutions**

**Status**

Neiland Financial Services Ltd t/a Neiland Financial Services & Ace Mortgage Solutions is regulated by the Central Bank of Ireland

**Terms of Business**

I attach for your information our Terms of Business which outline the basis on which we provide services to our clients. Please ensure that you read this document. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you.

**Data Protection**

Neiland Financial Services Limited T/A Neiland Financial Services & Ace Mortgage Solutions complies with 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. We would also like to keep you informed of various mortgage, insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement and which we think may be of interest to you. We may receive referrals from associated companies and may advise them of any transactions arranged for you. If you do not wish to receive such marketing formation please tick the box below.

Yours Sincerely,

*Ken Neiland*

Ken Neiland  
**Managing Director**

**CLIENT ACKNOWLEDGEMENT**

I acknowledge and confirm that I/We have been provided with a copy of the Terms of Business of Neiland Financial Services Limited T/A Neiland Financial Services and Ace Mortgage Solutions and that I/We have read and understand them.

**Direct Marketing**

I confirm having read the paragraphs in relation to Data Protection in the Terms of Business and above, and consent to Neiland Financial Services Limited T/A Neiland Financial Services and Ace Mortgage Solutions making contact with me by letter, phone email or SMS text in relation to the range of services provided by Neiland financial Services Limited T/A Neiland financial Services and Ace mortgage Solutions or its associated or partnership companies and to the sharing of relevant information as indicated.

If you do not wish to avail of these services, please tick here

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

**Date:** \_\_\_/\_\_\_/201\_\_

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

**Date:** \_\_\_/\_\_\_/201\_\_

ADDRESS: Carrig House , Roche's Road, Wexford, TEL: 053 9146592 , FAX: 053 9152090 , E-MAIL: ken@nfs.ie , WEBSITE: www.nfs.ie

## Terms of Business

These Terms of Business set out the general terms under which my firm will provide business services and investment business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure to read these terms thoroughly and if you have any queries, please contact the undersigned; who will be happy to clarify. If any material changes are made to these terms we will notify you.

**Contact:** Kenneth Neiland: Neiland Financial Services Limited T/A Neiland Financial Services & Ace Mortgage Solutions. Carrig House, Roche's Road, Wexford.  
Tel: 053 9146592 Fax: 053 9152090 Website: [www.nfs.ie](http://www.nfs.ie) or E-mail: [ken@nfs.ie](mailto:ken@nfs.ie)

### Regulatory Status with the Central Bank of Ireland:

Neiland Financial Services Limited T/A Neiland Financial Services & Ace Mortgage Solutions is a investment intermediary regulated by the Central Bank of Ireland under the Investment Intermediaries Act, 1995; as a Mortgage Intermediary authorised under the European Communities (Insurance Mediation Regulations, 2005). A copy of my Statement of Authorised Status is available on request. My Central Bank number C46923 for Neiland Financial Services T/A Neiland Financial Services and Ace Mortgage Solutions. You can verify my regulatory status by phoning the Central Bank on (01) 4104000 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) .

### Codes of Conduct

Neiland Financial Services Ltd is subject to the consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

### Our Services:

Neiland Financial Services is a member of the Professional Insurance Brokers Association (PIBA). We must be in a position to place insurance with at least five insurers of the relevant form (life/non-life) and therefore can generally give customers greater choice than agents and tied agents (except when the latter categories act as Authorised Advisors or Authorised Cash Handlers). I hold written appointments for the produce providers set out in Appendix 1 to this document. Our principal business is to provide advice and arrange transactions on behalf of the clients in relation to the life & pensions/mortgages/general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Neiland Financial Services Ltd acts as an **Independent Broker** which means that:

- a) The principal regulated activities of the firm are provided on the basis of 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 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.

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 services provided by the provider
- Cost and
- Any other relevant consideration

**Life & Pensions:**

Neiland Financial Services Ltd 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 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 the PHI and serious illness policies.

Specifically on the subject of permanent health insurance (PHI) 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.

I can give you a choice of different Life & Pension products from the insurers listed in Appendix 1 and, on your instruction; I can receive and transmit orders for such products on your behalf to these insurers.



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### Non-Life

Neiland Financial Services 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 products providers:

- Aviva Health Insurance Ireland Limited
- Irish Life & Permanent plc

We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

To ensure continuity of cover, where you have existing policy which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewal and when we receive your instruction. You have the right not to avail of this service.

### Disclosure of Information

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

Neiland Financial Services Ltd is remunerated by commission and other payments from product producers or lenders on the completion of business. You may choose to pay in full for our services by means of a fee. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds **10** hours.

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life, non-life business and Standard PRSAs. In other circumstances where fees are chargeable or 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 the fees outlined below.

If we receive commission from a product provider, this will 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 firm unless an arrangement to the contrary is made.

### Life Fees

You may elect to deal with us on a fee basis:

Directors: €250 per hour  
Consultant: €150 per hour  
Support Staff: €50 per hour



**Personal Retirement Savings Accounts (PRSAs) Fees**

Where advice is requested for PRSAs, the following hourly fees will apply:

Directors: €250 per hour  
Consultant: €150 per hour  
Support Staff: €50 per hour

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 will be offset against the fee which we 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.

Additional Fees may be payable for complex cases or to reflect value, specialist skills or urgency

**Non-Life Remuneration**

Neiland Financial Services Ltd is remunerated by commission from insurers on completion of business. Details of the remuneration are available on request.

**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 notify 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:**

It is the policy of my firm to avoid conflicts of interest in providing you with insurance and investment business services. If this is not possible, I will notify you as soon as practicable after I become aware of the conflict of interest and you may rest assured that you will be fairly where such conflict is avoidable.

**Default on payment 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 providers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. I 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.



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**Complaints:**

I ask that you make any complaint against my firm relating to investment business services provided by me in writing. I will acknowledge your complaint within 5 business days and I will fully investigate it. On completion of our investigation, I will provide you with a written report of the outcome. In the event that you are still dissatisfied with my handling of, or response to your complaint, you are entitled to refer the matter to the Financial services Ombudsman or the Pensions Ombudsman. A full copy of my complaints procedure is available on request.

INVESTMENTS

**Data Protection:**

Neiland Financial Services Ltd complies with the requirements of the Data Protection Acts, 1998 and 2003.

PENSIONS

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. 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 and which we think may be of interest to you. We would like to contact you by way of letter, email, telephone call or personal visit. If you do not wish to receive such marketing information please tick the box in the Terms of Business Acknowledgement letter.

LIFE ASSURANCE

SERIOUS ILLNESS COVER

We may receive referrals from such firms and may advise them of any interactions arranged for you.

**Compensation Scheme:**

I am a member of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd – see Appendix 2 for details.

HOME INSURANCE

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ADDRESS: Carrig House , Roche's Road, Wexford, TEL: 053 9146592 , FAX: 053 9152090 , E-MAIL: ken@nfs.ie , WEBSITE: www.nfs.ie

Neiland Financial Services Limited T/A Neiland Financial Services and Ace Mortgage Solutions is regulated by the Central Bank of Ireland  
Directors: Kenneth Neiland & Margaret Neiland  
Registered Information: Company No. 440364 Registered Office: Carrig House, Roche's Road, Wexford.

**Appendix 1**  
**List of Product Providers:**

Life & Pensions

- Irish Life
- New Ireland Assurance Company plc
- Zurich Life Assurance plc
- Aviva Life & Pensions Ireland Limited
- Scottish Provident Limited
- Standard Life Assurance Company
- Caledonian Life
- Friends First Life Assurance Company Limited

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Other

- BCP Asset Management Limited
- Aviva Health Insurance Ireland Limited
- Aviva General Insurance Ireland Limited
- Irish Life & Permanent - Deposits / Savings
- KBC Bank Ireland plc – Deposits / Savings
- The Insurance Department
- Assurant Intermediary Limited
- Wealth Options Limited

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**Appendix 2**  
**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 the act. INVESTMENTS

The Investor Compensation Company Ltd (ICCL) was established under the 1998 Act to operate such compensation and my firm is a member of this scheme (Reference number 5257). PENSIONS

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 reasonable foreseeable opportunity of the firm being able to do so. LIFE ASSURANCE

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 money or investment instruments owed or belonging to the client of the firm; and
- To the extent that the client's loss is recognised for the purpose of the Act. BUSINESS COVER

Where an entitlement of compensation is established, the compensation payable will be the lesser of: HOME INSURANCE

- 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

REPAYMENT PROTECTION

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

INCOME PROTECTION