

AUTHORISED STATUS

Power Lynch & Associates Limited (the Firm), is regulated by the Financial Regulator as an Authorised Advisor. This Firm does not have any “tied” relationships with any institution that would compromise our ability to offer you independent advice and choice. Advice is offered based on a fair analysis of the available market. This Firm is also a member of the Irish Brokers Association (IBA). We hold Professional Indemnity Insurance to the level of €7,500,000. Power Lynch & Associates Limited is authorised to provide the following services:

Receive and transmit orders on your behalf for a product(s) to one or more of the Insurance Undertakings or Product Producers from which the company holds appointments.

TERMS OF BUSINESS

Below please see information setting out the terms under which this firm will provide insurance and investment services to you. Please ensure that you read through this document. If you require further clarification regarding any matter we will be happy to deal with your queries. These terms shall apply to any business service provided to you now and will remain in force until further notice.

HANDLING CLIENTS’ MONEY

Power Lynch & Associates Limited will accept payments in cash and by cheque in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995. Power Lynch & Associates Limited is not authorised to accept cash or negotiable instruments in any other circumstances.

WHERE THE CLIENT FAILS TO PAY

In the event that a client fails to pay within the credit terms agreed when cover is arranged, the Firm will advise the Product Producer involved and cover will be cancelled.

RECEIPTS

Power Lynch & Associates Limited shall issue a receipt for each non negotiable or negotiable instrument or payment received. Pursuant to Section 30 of the “Investment Intermediaries Act 1995 (as amended)” and the Central Bank of Ireland’s Consumer Protection Code. These are issued with your protection in mind and should be stored safely.

REMUNERATION POLICY – GENERAL

Power Lynch & Associates Limited is remunerated by both commission and fees for arranging or for the provision of advice regarding life and non life business. Fees are charged on the under noted scale, and cover the sourcing of the product, administration costs, claims handling and standard advice on product placement.

Description:

Non-Life	Brokers’ Fee
Household	Up to 15% Subject to minimum €50
Motor	Up to 15% Subject to minimum €50
All other Non-Life including Commercial Policies	Up to 30%

An administration fee of up to 30% (subject to a minimum of €30) may be charged for policy adjustments.

Where we arrange separate finance agreements for you via a premium finance provider we may earn additional commission of up to 2% of the annual premium.

REMUNERATION POLICY – LIFE, INVESTMENTS AND PENSIONS

Only to apply where the client wants to operate on a fee basis rather than commission. Fees will apply to contracts for Single or Regular Pensions and PRSA’s, Personal retirement bonds, Regular Saving and Investments only.

Description

Description	Brokers’ Fee
Consultation Fee	€250 per hour or part there of
Administration Fee	€150 per hour of part there of
Policy Set Up Fee	€750
Annual Review Fee	0.5% of the fund (Paid to Power Lynch & Associates Limited by the Insurance Company after being deducted by way of a management fee)

REMUNERTATION POLICY – MORTGAGES

Power Lynch & Associates Limited is in receipt of commission of up to 1% on the value of mortgage arranged.

MONEY LAUNDERING

Power Lynch & Associates Limited reserves the right to request any facts about a client which it reasonably believes it needs to know in order to comply with the Anti-Money Laundering Provisions of the Criminal Justice Act, 1994(as amended) and the financing of Terrorism Act 2005.

DATA PROTECTION

Power Lynch & Associates Limited is registered as a Data Controller under the Data Protection Act 1988, and 2003. You are entitled under the Data Protection Act to inspect all personal information held on file by the Firm upon request and to require the Firm to correct any errors of fact that may exist. Requests should be forwarded to the Compliance Officer.

CONFLICT OF INTEREST

It is the policy of the firm 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 providing any business service. If you have not been advised of any such conflict you may assume that none arises. Power Lynch & Associates Limited may be in receipt of soft commissions from insurers with whom we deal.

COMPLAINTS

We take complaints made against us very seriously and maintain a procedure to ensure that complaints are dealt with promptly and fairly. All complaints should be addressed to the Managing Director, Padraig Lynch. We will acknowledge each complaint received in writing within **5 business days** of the complaint being received.

We will provide the complainant with the name of the Complaints Officer as the main point of contact in respect of their complaint until their complaint is resolved or cannot be processed any further.

We will provide the complainant with a regular written update on the progress of the investigation of the complaint at intervals of not greater than **20 business days**.

We will attempt to investigate and resolve the complaint within **40 business days** of having received the complaint. When the 40 days has elapsed, if the complaint is not resolved, we will inform the complainant of the anticipated timeframe within which we hope to resolve the complaint. At this point we will inform the complainant of their right to refer the matter to the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 Phone 1890 882090.

Where we resolve the complaint, we will advise the complainant in writing, within **5 business days** of the completion of the investigation of the complaint, the outcome of the investigation and where applicable explain the terms of any offer or settlement being made.

LIMITATION OF LIABILITY

We shall be liable to you for any losses, damages, costs or expenses (together "Losses") incurred by you arising directly from our negligence or omission with respect to the services that we provide BUT subject to the condition that the maximum aggregate liability that we will have to you (including any related company or affiliate of yours) for any and all Losses (or other claims arising in connection with the services that we provide) shall for all purposes whatsoever be limited to a maximum amount of €5,000,000.

The above noted limitation on liability shall not apply in circumstances where liability arises as a result of fraud or in circumstance where our client is a consumer within the meaning of the Financial Regulator Consumer Protection Code. We shall not be liable in contract or in tort or in any circumstances to you (including any related company or affiliate of yours) in connection with the services that we provide for any special, indirect or consequential loss, loss of profits or damage to reputation.

CONSUMER PROTECTION

Investor Compensation Company Ltd. (ICCL)

This firm 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 this firm on your behalf cannot be returned either for the time being or for the foreseeable future and where the client falls within the definition of eligible investor as contained in that Act. In the event that a right to compensation is established, the amount payable is the lesser of 90 per cent of your loss which is recognised as being eligible for compensation or €20,000. In addition to the Compensation available under the "Investor Compensation Act,1998" Power Lynch & Associates Limited is bonded through its membership of IBA for €200,000 with an inner limit of €65,000 per client. Power Lynch & Associates Limited will only recommend insurance companies authorised to transact business in Ireland by the Financial Regulator. All insurance companies authorised to transact business in the European Union must comply with rigid margins of solvency requirements in accordance with the provisions of the EU Directives.

CLIENT ACKNOWLEDGEMENT:

I acknowledge and confirm that I have been provided with a copy of the terms of business for Power Lynch & Associates Limited and that I have read through and understand these terms:

Signed: _____ Date: _____

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