

**TERMS OF BUSINESS OF
SEAN BYRNE T/A SELECT FINANCIAL SOLUTIONS
of 42 South main Street, Naas Co. Kildare**

These Terms of Business set out the general terms under which “Sean Byrne t/a Select Financial Solutions, will provide business services to you and the representative duties and responsibilities of both the firm and you in relation to such services. Please take some time to read through these and should you have any queries we will be happy to clarify them.

The full name and address of the firm and contact details are set out on top of this document

Authorization with the Central Bank of Ireland

Sean Byrne t/a “Select Financial Solutions” is regulated by the Central Bank of Ireland as a Multi **Agency Intermediary** and is authorised under Section 10 of the Investment intermediaries Act 1995 (as amended). A copy of the firms Statements of Authorised status is attached as Appendix 1.

Sean Byrne t/a “Select Financial Solutions” is authorised by the Central Bank of Ireland as an Insurance Intermediary (under the European Communities Insurance Mediation Regulations 2005)

Sean Byrne t/a “Select Financial Solutions” is authorised by the Central Bank of Ireland under Section 31(1) Part V of the Central Bank Act 1997 (AS AMENDED) (“the CBA 1977) to provide the services of a **Debt Management firm**.

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

Sean Byrne t/a “Select Financial Solutions” 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

Our Services

Sean Byrne t/a Select Financial Solutions, is a member of the Professional Insurance Brokers Association (PIBA). As a member of 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 consumers greater choice than agents and tied agents.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pension product’s, we do this on the basis of a fair analysis of the market.

Sean Byrne t/a Select Financial Solutions, is authorised to provide Debt Management services considering a full range of debt management options available to assist customers in dealing with outstanding debt and agreeing sustainable solutions with their creditors.

A document advising “ **What you should know about Debt Management Services**” is provided as part of our Debt Management Process.

Fair Analysis

The concept of fair analysis is derived from the Insurance Mediation Directive. It describes the extent of the 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 service provided by the provider,
- cost, and
- any other relevant consideration.

A list of the product providers from whom the firm holds written letters of appointment is attached at Appendix 2 .

Sean Byrne t/a Select Financial Solutions has appointments to act in relation to life assurance products. These include life assurance policies, critical/serious/specified illness and other protection policies, pension policies, savings policies and life assurance investment policies.

Sean Byrne t/a Select Financial Solutions has appointments to provide advice in respect of non-life assurance products.

Sean Byrne t/a Select Financial Solutions holds a tied agency in respect of home insurance with Aviva Insurance Limited.

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 an 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.

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Fees

Sean Byrne t/a Select Financial Solutions, may receive commission and other payments from the product producer to whom orders are transmitted. Summary details of these payments will be included in a product information document which you are legally entitled to receive before the application for a product is completed, and full details will be included in your 'cooling-off' letter. A fee may be charged in certain circumstances. If this occurs, you will be apprised fully of the cost involved and a signed authority will be obtained from you.

The provision of Debt Management services is subject to a fee structure as follows:

The first consultation with Select Financial Solutions is free, during this we will consider the various options for dealing with your financial difficulties.

Should you choose our debt management service we will charge €495.00 for dealing with Creditors and seeking an agreement.

We would look to have €250.00 payable when progressing to a letter of engagement.

Fees will be based on complex of cases to reflect value, specialist skills or urgency, the amount of loans, lenders/creditors and the complexity of the case. Depending on circumstances, this fee may be paid by agreed installments.

These fees will be outlined and agreed with consumers and provided to them in writing prior to progressing to a letter of engagement.

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.

Conflicts of Interest

It is the policy of this firm to avoid any conflict of interest when providing business services to its clients. However, where a 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.

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.

We regret that credit cannot be extended to clients in respect of premiums, initial, renewal or additional. Initial or first premiums must be paid at inception of cover and renewal premiums before the policy renewal date otherwise the Company will advise the insurance undertaking or product producer involved and cover will be cancelled.

Complaints

We ask that you make any complaint against our firm, relating to services provided by us, in writing. We will acknowledge your complaint within 5 business days and we will fully investigate it. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are still dissatisfied with our 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 our complaints procedure is available on request.

Data Protection

Sean Byrne t/a Select Financial Solutions complies with the requirements of 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. The data will be processed only in ways compatible with the purposes for which it was given. 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 do not wish to receive such marketing information please tick the box in the Terms of Business acknowledgement letter.

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

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See Appendix 3 for details.

Although our Advisers have a good working knowledge of the Tax System we are not Qualified Tax Advisors. You are advised to seek expert taxation advice regarding the appropriateness of the taxation assumptions provided.

Appendix 2

PRODUCT PRODUCERS FROM WHICH SELECT FINANCIAL SOLUTIONS HOLDS WRITTEN LETTERS OF APPOINTMENT TO ACT AS AN AGENT.

<i>Name of Product Producer</i>	<i>Nature of the Products</i>
<i>New Ireland Assurance plc</i>	<ul style="list-style-type: none">• <i>Life assurance cover, serious illness cover, hospital cash cover, total & permanent disability cover, and other protection policies.</i>• <i>Single premium investments in unit- linked & non-unit linked funds.</i>• <i>Regular contribution savings in unit- linked funds.</i>• <i>Pension policies & other related retirement policies.</i>
<i>Aviva Life & Pensions</i>	<ul style="list-style-type: none">• <i>Life assurance cover, serious illness cover, hospital cash cover, total & permanent disability cover, and other protection policies.</i>• <i>Single premium investments in unit- linked & non-unit linked funds.</i>• <i>Regular contribution savings in unit- linked funds.</i>• <i>Pension policies & other related retirement policies.</i>
<i>Irish Life Assurance plc</i>	<ul style="list-style-type: none">• <i>Life assurance cover, serious illness cover, hospital cash cover, total & permanent disability cover, and other protection policies.</i>• <i>Single premium investments in unit- linked & non-unit linked funds.</i>• <i>Regular contribution savings in unit- linked funds.</i>• <i>Pension policies & other related retirement policies.</i>
<i>Zurich Life Assurance plc</i>	<ul style="list-style-type: none">• <i>Life assurance cover, serious illness cover, hospital cash cover, total & permanent disability cover, and other protection policies.</i>• <i>Single premium investments in unit- linked & non-unit linked funds.</i>• <i>Regular contribution savings in unit- linked funds.</i>• <i>Pension policies & other related retirement policies.</i>

<p><i>The Royal London Mutual Insurance Society Limited</i></p>	<ul style="list-style-type: none"> • <i>Life assurance cover, serious illness cover, hospital cash cover, total & permanent disability cover, and other protection policies.</i> • <i>Single premium investments in unit- linked & non-unit linked funds.</i> • <i>Regular contribution savings in unit- linked funds.</i> • <i>Pension policies & other related retirement policies.</i>
<p><i>Friends First Life Assurance Company Limited</i></p>	<ul style="list-style-type: none"> • <i>Life assurance cover, serious illness cover, hospital cash cover, total & permanent disability cover, and other protection policies.</i> • <i>Single premium investments in unit- linked & non-unit linked funds.</i> • <i>Regular contribution savings in unit- linked funds.</i> • <i>Pension policies & other related retirement policies.</i>
<p><i>Standard Life Assurance Limited</i></p>	<ul style="list-style-type: none"> • <i>Single premium investments in unit- linked & non-unit linked funds.</i> • <i>Regular contribution savings in unit- linked funds.</i> • <i>Pension policies & other related retirement policies.</i>

Appendix 3

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 **Select Financial Solutions** 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.
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Where an entitlement to compensation is established, the compensation payable will be the lesser of:

- 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.