

Terms of Business

Valid from 1st January 2012 until further notice

This document explains what we do and some of your rights and responsibilities. Please ensure to read these terms thoroughly and if you have any queries, please contact Patrick Hopkins on 1890 88 20 61 who will be happy to clarify.

These Terms of business set out the general terms under which our firm will provide insurance, investment and mortgage business services to you and the respective duties and responsibilities of both the firm and you in relation to such services.

Regulatory Status with the Financial Regulator

Patrick Hopkins (Trading as **Hopkins Financial Consultants**) is regulated by the Financial Regulator as a Multi Agency Intermediary and as a Mortgage Intermediary. Patrick Hopkins is also a tied agent of Aviva General Insurance in relation to the provision of Home Insurance. Copies of our regulatory authorisations are available on request. The Financial Regulator holds registers of regulated firms. You may contact the Financial Regulator on 1890 200 469 or alternatively visit their website at www.financialregulator.ie

Our Services

Hopkins Financial Consultants is a **Mortgage Intermediary** and holds written appointments with 2 lenders. Through our association with PIBA Network Services we have access to 4 more as set out in Appendix 1 to this document. Patrick Hopkins is an **Insurance Broker** and is a member of the Professional Insurance Brokers Association (PIBA). Insurance Brokers must be in a position to place insurance with at least five insurers of the relevant form (life) and therefore can generally give consumers greater choice than agents and tied agents. We hold written appointments from 8 Life & Pensions product producers set out later in this document. We hold agencies with Hibernian Aviva, Benchmark and Phillip O'Reilly Hooper Dolan Insurances (Zurich) in respect of **Home Insurance**. We also hold agencies with Aviva Health in respect of **Health Insurance**.

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 of changes in your circumstances, or request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

Life Assurance, Pensions & PRSA's

Life Assurance companies provide products such as life cover, serious illness cover, income protection, savings, investments and pensions (including PRSA's – Standard and Non Standard). Depending on your individual circumstances, we may provide you with advice in relation to the nature of these products and which product may be suitable for your needs. You may, however, have particular areas of interest and, in this case we will be happy to give more detailed advice in these areas. We can give you a choice of different life and pension products from the insurers listed below and, on your instructions we can receive and transmit orders for such products on your behalf to these insurers. With your agreement, we may review the policies you take out on a periodic basis to ensure you are kept informed as to their benefit and to check whether they are still suitable for your needs. We will also 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.

Non-Life

Hopkins Financial Consultants can provide advice on and arrange products from the following range: Health Insurance, Mortgage Repayment Protection Insurance, Household, Commercial, Public Liability & Employer Liability insurance. 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 that 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.

Mortgages

Through the lenders or other undertakings with which we hold an agency, Hopkins Financial Consultants can provide advice on and arrange products from the following range: fixed-rate loans, variable rate mortgages, capital & interest mortgages, interest only mortgages, endowment mortgages, pension mortgages, residential investment property. 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 request.

Commission and Charges

Hopkins Financial Consultants is a brokerage which is remunerated by commissions and/or fees. The firm is remunerated by commission and other payments from the completion of business with the product producers listed in Appendix 1. Hopkins Financial Consultants is also remunerated by commission of up to 1% from the completion of business with the mortgage lenders listed in Appendix 1.

Our Fee's are chargeable as follows:

Mortgage Application €750

Payable on issue of the mortgage cheque. It is possible to have this fee deducted from your mortgage cheque by your solicitor.

Administration Fee for Loan Offers not proceeded with €500

Payable if Loan offer not proceeded with.

Foreign Mortgage Application €250

Payable on signature of the application form.

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. These are chargeable at €200 per hour for a Financial Adviser or €100 per hour for support staff. Fees may be charged for advice given irrespective of whether a product purchase is initiated by the client.

Note regarding Lender Fee's:

Please note that Mortgage lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. Typically, this situation arises in relation to specialist lending and Foreign Mortgages.

Conflicts of interest & Complaints

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

We ask that you make any complaint against our firm relating to investment business services provided by us in writing. We will acknowledge your complaint within 5 business days of receipt 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. A full copy of our complaints procedure is available on request.

Payments

Hopkins Financial Consultants can accept payments in cash, cheque or bankers credit in respect of life assurance and home insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act 1995. Hopkins Financial Consultants is not authorised to accept cash or negotiable instruments in any other circumstances. 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. We will issue receipts for each payment received pursuant to Section 30 of the Investment Intermediaries Act 1995 and these should be retained in a safe place. Receipts will also be issued upon receipt of completed direct debit mandates.

Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients for investment business 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. Insurers and other 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 the policy documents or product terms for the details of such provisions.

Data Protection

We keep records of our business transactions for at least six years, including personal data defined as sensitive under the Data Protection Act 1998. 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. You have the right to inspect copies of all entries in our books or computerised records relating to transactions with you.

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. The Investor Compensation Company Ltd (ICCL) was established under the 1998 Act to operate such compensation and our firm is a member of this scheme (reference number II7117). 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 reasonably foreseeable opportunity of the firm being able to do so. 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) 434 4000.

Hopkins Financial Consultants also has Professional Indemnity cover of €1,500,000

Appendix 1

List of Product Producers

<p><u>Life & Pensions</u> Irish Life Canada Life New Ireland Zurich Life Aviva Life & Pensions Friends First Standard Life Caledonian Life</p> <p><u>Health Insurance</u> Aviva Health Insurance</p>	<p><u>Mortgages</u> KBC Homeloans Permanent TSB</p> <p><u>Property Insurance</u> Aviva General Insurance Ltd Benchmark Ltd Phillip O'Reilly Hooper Dolan Insurances (Zurich)</p>
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Acceptance of these Terms

I confirm my agreement to Patrick Hopkins (t/a Hopkins Financial Consultants) 107 Trimbleston, Goatstown, Dublin 14 acting as my Financial Adviser and I also authorise you to hold my personal data on file, to contact me in writing, by telephone or by email in respect of financial services matters, and to obtain or provide any relevant information in respect of my existing policies or investments directly from or to the appropriate data processors, product or investment providers that I hold products with. I further authorise you to provide me with details of any products that Patrick Hopkins (t/a Hopkins Financial Consultants) may deem it in my best interests to be aware of.

I confirm that I have been given the Terms of Business of Patrick Hopkins t/a **Hopkins Financial Consultants**.

Signatures:

Client:
Date: / /

Spouse/Partner:
Date: / /

Adviser:
Date: / /