

**Terms of Business of, John Greene trading as Leinster Financial Services  
(Hereinafter called, “The Firm”), of,  
131 Elton Court, Leixlip, Co. Kildare.**

**01-624 7890 / 087 270 8568 / [leinsterfinancial@outlook.ie](mailto:leinsterfinancial@outlook.ie) Web: [www.leinsterfinancial.ie](http://www.leinsterfinancial.ie)  
John Greene trading as Leinster Financial Services is regulated by the Central Bank of Ireland.**

The terms of business set out below provides the basis on which The Firm will provide business services to you as a customer of the firm. Should you have any queries I will be happy to deal with them. If any material changes are made to these terms, I will notify you.

**AUTHORISATION:**

John Greene t/a Leinster Financial Services is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations, 2018. 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 on [www.centralbank.ie](http://www.centralbank.ie) to verify my credentials.

The firm is also subject to the Consumer Protection Code, Minimum Competency code and Fitness & Probity Standards issued by the Central Bank of Ireland, with which the firm must comply. These Codes and Standards can be found on the Central Bank of Ireland website [www.centralbank.ie](http://www.centralbank.ie)

**AGENCIES:**

The Firm holds a written appointment to act as an agent for the following “product producers”:  
Aviva Life & Pensions (incorporating Friends First Life); Irish Life (incorporating Canada Life); New Ireland Assurance; Royal London; Standard Life Assurance; Zurich Life Assurance.

**SERVICES:**

Financial Planning & Advice; Life Insurance Product Reviews; Life Assurance; Specified Serious Illness Insurance; Income Protection Insurance; Protection Insurance Options such as hospital cash cover, etc.; Pensions / Retirement Plans; Retirement Benefit Plans and Options; PRSA Insurance Policies; Insurance Based Investment Products (IBIPs).

The Firm is authorised to advise on any and all of the above mentioned product producers’ products.

- The Firm is authorised to advise you in relation to the products described above and to receive and transmit orders on your behalf to the product producers.
- The firm provides all the above insurance products on a “limited analysis of the market”, unless otherwise required by product selection or requested by the customer. This means that the firm will assess a limited number of companies and a limited number of contracts within the market for the product/s being provided to you, based on the firm’s opinion of; suitability, product features, service and cost.

**Retirement Products:** Irish Life, New Ireland and Zurich Life.

**Protection Products (Life/Illness/Income Protection, etc.):** Irish Life, New Ireland, Royal London and Zurich Life.

**Insurance Based Investment Products:** Irish Life, New Ireland and Zurich Life.

I may recommend other providers due to updated information such as, suitability, features, cost, offers, funds, etc.

If you (the customer) wish, I can assess/analyse all the companies that I have an agency with, or a list of particular companies that you choose, and that provide the product/s in question. Using my experience and the product information available, I will make a recommendation for what I believe is the most suitable product for you at that time.

- The Firm provides a financial planning and advice service. This is where I will assess your wishes and needs, advise on a financial plan and on relevant products, as above.
- The firm can take orders / carry out transactions on “an execution only basis” for the companies it holds agencies with, as above. This is where you choose a product and product producer/company with no advice being provided by the Firm. The firm then completes the transaction on your behalf, as instructed.



**FEES:**

- The Firm receives commission from the product producers listed above where a transaction has been completed. As an Insurance Intermediary, summary details of these payments will be included in a product disclosure document before a proposal for a product is completed by you and full details will be provided at policy issue stage. Recurring commission will form part of the remuneration for initial advice, research, simple administration, filing etc. Recurring commission can be: ongoing bullet payments as part of the initial fee; renewal payments based on a regular policy premium; fund based commission based on the fund value of a pension or investment.
- Commission is commensurate with the service provided and business costs. Fees paid by commission will vary due to terms offered by the product producers.
- If the commission received is insufficient or if no commission applies to the service provided then you will be invoiced for the difference, which could be the full amount of the fee as advised.
- A summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to the firm which have been agreed with product providers is available in my office or on my website – [www.leinsterfinancial.ie](http://www.leinsterfinancial.ie) - The firm has no special or individual arrangement with any product providers at this time.
- You have the option to pay the fees in full or part, directly to The Firm, instead of by way of commission. Fees paid directly to the firm will include an initial fee and annual fee.
- Where you wish to pay a fee directly to the firm instead of commission, or where no or insufficient commission applies, the fee is based on:
  - €150 per hour for, meetings, advice, administration, file maintenance, etc.
  - The initial fee will be for the initial service provided. The total fee will be advised at the time.
  - The annual fee will be for ongoing administration, file maintenance, etc. charged at 2 hours per annum.

**Clawback of Commission:**

- If we receive commission from a product provider as the fee or part of the fee for services provided to you, but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets/funds or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that is equal to the amount of the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

**BUSINESS ENHANCEMENT & PROMOTIONS:**

The firm is regularly invited to product providers' seminars which are educational and promotional. Food and/or stationery are often provided at the seminars. Webinars are also provided for educational purposes. From time to time the firm receives items such as office stationery from product providers which are usually promotional and do provide free office resources. Automated calculators/systems for quotations etc. are available from product providers for use on my computer system and/or my website. These benefits are not part of any arrangement (other than permission & terms of use for systems) with any product provider and are not in any way part of any remuneration for business transacted and/or for business volumes. These benefits enhance the service to customers.

**DEFAULT:**

The Firm will, if necessary, exercise its legal rights to receive any payments due to it from customers for business services provided by the Firm. Details of the effect of any default on payments due under any products arranged for your benefit will be included in the product producers' relevant policy terms and conditions. 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.

**REVIEWS:**

Customers should be aware of the products they have and review the product suitability and/or benefits and/or contribution levels and/or investment performance, periodically. Customers should contact the firm periodically to review the products they hold. It would be recommended to review your products / policies at least once per year or where there are changing circumstances which affect the product you hold.



Failure to contact the firm in relation to changes in your circumstances may result in you having inappropriate products / policies.

**INSURANCE BASED INVESTMENT PRODUCTS:**

The firm's services do not include ongoing suitability assessments. However, you can contact the firm for a review.

**POLICY SERVICING & ADVICE:**

Any queries or services in relation to advice or products should be directed to The Firm. This includes any alterations, updates, claims or claim queries, clarification of any policy conditions, benefits or restrictions. As part of advice when setting up a product, you will be provided with explanations of benefits and restrictions. It is your responsibility to read all policy documents and note the contents. However, clarification will be provided where requested.

**CONSUMERS: Duty of Disclosure when completing documentation for new business and amendments: Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 1<sup>st</sup> September 2021 alters consumers duty of disclosure:**

- You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer'. Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.
- Specific questions will be asked. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.
- An insurer may repudiate liability or limit the amount paid on foot of the contract of insurance, only if it establishes that non-disclosure of material information was an effective cause of the insurer entering into the relevant contract of insurance and on the terms on which it did.

**Completed proposal forms/statement of fact:**

- Completed proposal forms or Statements of Facts will be provided to you. These are important documents as they form the basis of the insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate. Any inaccurate information should be brought to the attention of us or the insurer/product producer.

**COMMERCIAL CUSTOMERS: Non-Consumer Disclosure of Information:**

It is essential that you should bring to the attention of us or the insurer/product provider any material alteration to the information provided to us or the insurer for setting up your contract. If in doubt, please ask us or the insurer. Any failure to disclose material information may invalidate your claim and render your policy void.

**Consumer duties and rights arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers. Non-Consumer Commercial clients have no duties and rights under this Act, and therefore the following sections do not apply to them.**

- A consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date the consumer was informed that the contract is effective. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 which is 30 days in respect of life insurance policies effected by a consumer.

The giving of notice of cancellation by the policyholder will have the effect of releasing them from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover.

This right to cancel does not apply where, in respect of a life insurance policy the contract is for a duration of six months or less.



- Where the insurer cancels the insurance contract, the insurer must repay the balance of the premium to the consumer without imposing any financial cost on the consumer and must provide the reason for cancellation.
- The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.
- A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.
- An insurer may refuse a claim made by a consumer under a contract of insurance where there is a change in the risk insured, including as described in an “alteration of risk” clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.
- Any clause in a contract of insurance that refers to a “material change” will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the contracting parties when the contract was concluded.
- The consumer must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.
- The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.
- If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. (The insurer is under the same duty).
- If the consumer makes a false or misleading claim in any material respect (and knows it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.
- Where an insurer becomes aware that a consumer has made a fraudulent claim, they must notify the consumer advising that they are voiding the contract of insurance. It will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

## **SUSTAINABLE FINANCE DISCLOSURE REGULATION (“SFDR”)**

### **Sustainability Factors – Insurance Based Investment Products (IBIPs) & Pension Advice**

- In accordance with the Sustainable Finance Disclosure Regulation (‘SFDR’), we inform you that when providing advice on insurance-based investment products and retirement products, we do not assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation to the products proposed/advised on. This means that we do not assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

#### **REASON:**

- The size, nature and scale of our activities when providing Insurance Based Investment advice and Pension Investment Advice.  
Such advice is provided on a ‘limited analysis of the market’ and as such my advice is limited to the providers listed under Retirement Products and Investment Products in ‘Services’ above.  
These companies incorporate ESG (sustainable investment) factors into their investment process.  
In addition, Article 8 and 9 funds are available where requested.

#### **Principal Adverse Impacts on sustainability:**

- When providing advice on insurance-based investment products (‘IBIPs’) or pension investment we do not consider the impacts of our advice that result in negative effects on sustainability factors (namely environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters).



**REASON:**

- The size, nature and scale of our activities when providing Insurance Based Investment advice and Pension Investment Advice. Such advice is provided on a 'limited analysis of the market' and as such my advice is limited to the providers listed under Retirement Products and Investment Products in 'Services' above. These companies either consider or are working towards the consideration of Principal Adverse Impacts and incorporate these factors into their investment process.

**Impact on Return:**

- We have not assessed the likely impacts of sustainability risks on the returns of insurance-based investment products or pension investment.

**REASON:**

- The impact depends on the event and how relevant this is to the assets contained in the investment. Where a significant event occurs that affects sustainability, it can have a significant negative impact on the price of investment assets. The risk is likely to impact shares/equities most but not exclusively. Regions and sectors will also be relevant. Where there is diversified assets, as is normally advised, this lowers the risk as a sustainability risk is unlikely to affect all asset classes and all sectors. Investment in ESG funds should lower the risk of a negative impact where a sustainability risk occurs. However, this cannot be guaranteed as the nature and size of sustainability risk events cannot be predicted.

**REVIEW OF 'SFDR' STATEMENTS:**

- The Firm does not intend to change these statements unless required by legislation. The Firm will not consider relevant sustainability risks, principal adverse impacts or impacts on return due to sustainability risks.

**REASON:**

- The size, nature and scale of our activities when providing Insurance Based Investment advice and Pension Investment Advice. Such advice is provided on a 'limited analysis of the market' and as such my advice is limited to the providers listed under Retirement Products and Investment Products in 'Services' above. Impact on returns is dependent on unpredictable events.

**CONFLICT OF INTEREST:**

The Firm's policy is to avoid any conflict of interest when providing business services to its customers. However, should an unavoidable conflict arise, the firm 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. The Firm's Conflicts of Interest Policy is available on request.

**INVESTOR COMPENSATION:**

The Firm is a member of the Investor Compensation Scheme, which provides certain remedies to eligible clients in the event of default by the firm. The main details of the operation and conditions of the scheme are attached.

**COMPLAINTS:**

If you have any complaint in relation to the business services provided by the firm you should outline the nature of your complaint to the Firm in writing. The complaint will be fully investigated by the Firm and a full response will be provided to you. While the investigation of any complaint is ongoing you will be provided with a regular written update. If after 40 business days, the complaint is unresolved, you will be informed of the expected timeframe and your entitlement to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). In the event that you are dissatisfied with the outcome of a complaint the firm will issue to you a 'Final Response' letter and you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. D02 VH29. Tel. 01 567 7000. Email. [info@fspoi.ie](mailto:info@fspoi.ie). Web. [www.fspoi.ie](http://www.fspoi.ie) - My complaints procedure is available on request.



## **DATA PROTECTION - GDPR**

- The Firm is subject to the requirements of the General Data Protection Regulation. The data which you provide to the firm will be treated with the utmost respect and privacy. The data will be held on a computer database and/or paper files or other durable medium for the purpose of providing information, advice and/or arranging transactions on your behalf and/or for providing future information, advice and transactions. This information may be shared with third parties such as insurance companies, regulatory authorities, service providers and other entities under legal requirement. Third parties may share this information with their service providers, regulatory authorities and other entities under legal requirement and insurance companies may also share data with medical professionals. Please see full details at the end of this terms of business document or on my website [www.leinsterfinancial.ie](http://www.leinsterfinancial.ie)
- In relation to the services and products provided to you, we will contact you by any of the methods that you have provided to us including; post, email, phone or sometimes mobile phone texting. However, you may opt out of any of these methods of contact at any time by contacting the firm directly. Written communication required by legislation will be issued by post if no other option is provided and/or if original documents are required.
- Please contact me at [leinsterfinancial@outlook.ie](mailto:leinsterfinancial@outlook.ie) if you have any concerns about your personal data.

## **CONSENT TO CONTACT**

- From time to time, we may wish to contact you in relation to services and products provided by the firm that you may not already have, such as: life cover, illness cover, income protection, pensions, investments, etc., including offers in relation to these services and products. For consent options please see the 'Customer Pack' cover letter or email cover or contact the firm directly. You may change your choices for the above at any time by contacting the firm.
- In relation to the above, the firm may search data such as age, products, occupation or other suitable data for automated results. This is known as profiling. You can opt out of profiling for marketing on the 'Customer Pack' cover letter or email cover or contact the firm directly. You may change your choices for the above at any time by contacting the firm.

**These Terms of Business are effective from 19<sup>th</sup> October 2023 and apply until further notice, in writing.**

John Greene trading as Leinster Financial Services is regulated by the Central Bank of Ireland.

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## Details of the Investor Compensation Scheme

1. 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
2. John Greene t/a Leinster Financial Services is a member of this compensation scheme. ( No. I I 1326).
3. That compensation may be payable where money or investment instruments owed or belonging to clients and held, or in the case of investment instruments, 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.
4. That a right to compensation will arise only:
  - a) If the client is an eligible investor as defined in the Act.
  - b) If it transpires that the firm is not in a position to return client money or investment instruments owed or belonging to clients of the firm and:
  - c) to the extent that the client's loss is recognised for the purposes of the Act.
5. That where an entitlement to compensation is established, the compensation payable will be the lesser of:
  - a) 90 per cent of the amount of the client's loss as recognised for the purposes of the Investor Compensation Act, 1998, or
  - b) compensation of up to €20,000.

# Data Protection Privacy Notice: General Data Protection Regulation (GDPR)

John Greene t/a Leinster Financial Services, 131 Elton Court, Leixlip, Co. Kildare.

Ph: 01 624 7890 / Mob: 087 270 8568 / Email: [leinsterfinancial@outlook.ie](mailto:leinsterfinancial@outlook.ie) / Web: [www.leinsterfinancial.ie](http://www.leinsterfinancial.ie)

## Introduction

John Greene t/a Leinster Financial Services is committed to protecting and respecting your privacy. I wish to be transparent on how I process your data and show you that I am accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a customer.

It is the intention of this privacy statement to explain to you the information practices of John Greene t/a Leinster Financial Services in relation to the information I collect about you.

For the purposes of the GDPR the data controller is:

- John Greene t/a Leinster Financial Services
- Contact details: 131 Elton Court, Leixlip, Co.Kildare. Ph: 0 1624 7890 / Mob. 087 270 8568 / Email: [leinsterfinancial@outlook.ie](mailto:leinsterfinancial@outlook.ie) / Web: [www.leinsterfinancial.ie](http://www.leinsterfinancial.ie)
- When we refer to 'the firm' it is John Greene t/a Leinster Financial Services

Please read this Statement carefully as this sets out the basis on which any personal data I collect from you, or that you provide to me, will be processed by me.

## Who am I?

- John Greene t/a Leinster Financial Services is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations, 2018. 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 on [www.centralbank.ie](http://www.centralbank.ie) to verify my credentials. The firm is also subject to the Consumer Protection Code, Minimum Competency code and Fitness & Probity Standards issued by the Central Bank of Ireland, with which the firm must comply. These Codes and Standards can be found on the Central Bank of Ireland website [www.centralbank.ie](http://www.centralbank.ie)
- The services offered by the firm are: Financial Planning & Advice; Life Insurance Product Reviews; Life Assurance, Specified Serious Illness Insurance, Income Protection Insurance; Protection Insurance Options such as hospital cash cover, etc.; Pensions / Retirement Plans; Retirement Benefit Plans and Options; PRSA Insurance Policies; Insurance Based Investment Products (IBIPs).

The GDPR Owner and data protection representative can be contacted directly here:

- John Greene - 01 624 7890 / [leinsterfinancial@outlook.ie](mailto:leinsterfinancial@outlook.ie) or by post to the address detailed at the top of this document.

## Purpose for processing your data and how it is processed:

### Website:

- Cookies – the firm's website uses "cookie" technology. A cookie is a little piece of text stored by the browser on your computer, at the request of our server. Cookies may be used to deliver content specific to your interests and to save your personal preferences so you do not have to re-enter them each time you connect to the website – the firm's cookies are not available to other websites. Cookies will record the following: your IP gateway address, the point of entry to the site, search terms used, your navigation through the site and other information that helps make the site more accessible. You are always free to decline cookies, if your browser permits, or to ask your browser to indicate when a cookie is being sent. You can also delete cookie files from your computer at your discretion. Note that if you decline cookies or ask for notification each time a cookie is being sent, this may affect your ease of use of the website.
- Data is collected from you through the firm's website, if you voluntarily submit it. This is data that identifies you or can be used to identify or contact you and may include your name, address, email address, user IP addresses in circumstances where they have not been deleted, clipped or anonymised, telephone number, date of birth, reason for contacting us, product interest, occupation, etc. This data is used to provide information and services to you from the firm or to contact you in relation to your enquiry.



#### Other:

- Data requested by the firm for financial planning advice is required by legislation and deemed necessary for full and accurate advice and will be used for that purpose. This may also be used for product advice and for processing product applications where applicable. Data requested for processing product applications is required by legislation and/or deemed necessary for provision of the product/contract. In particular information regarding personal details, Tax/Revenue details, lifestyle habits and health history may be required.
- In order for the firm to provide you with financial planning and advice we may require personal data such as name, date of birth, dependants and their age, including minor children, relationship status, employment status, general health statement, known changes to future circumstances, life plans, knowledge and/or experience of financial products, income, outgoings, savings, financial products held, other assets, debts, other financial commitments; attitude to investment risk and other personal data deemed necessary.
- For processing applications for life assurance, other protection product insurance policies, pension insurance policies and Insurance Based Investment Products (IBIPs), the data required may be; name, any other/previous name, date of birth, address, relationship status, product/contract beneficiary, insurable interest, contact details, country of birth, nationality, residency status for tax, occupation, income, tax/revenue details, lifestyle habits, health history, other products held, other relevant benefits due or redeemed, photo and address ID, bank account details and any other data deemed necessary.
- Your data may also be used for producing automated results in relation to financial advice. This is known as profiling. Profiling is used by the firm for producing quotation comparisons, product comparisons, investment risk analysis and client specific quotations.
- Your data may also be used for marketing our services. Profiling for marketing may be used in relation to product, age, occupation or other data that may be suitable. You will be asked for consent in relation to marketing and profiling for marketing. Your consent can be withdrawn at any time.
- Your data will be processed in person and/or by phone and/or by electronic means.
- Your data will be held by the firm for 6 years after the cessation of services to you and/or after the completion of a product/contract of insurance arranged for you by the firm, in order for the firm to show compliance with laws applicable to financial services, laws laid down by regulatory authorities, to support complaints, to support claims. It may be necessary to hold data longer than stated, in cases of ongoing lawful enquiries, in cases of insurance claims or other circumstances that may occur.
- For Suppliers and Service Providers – the collection of your data is for the purpose of placing orders, confirming supply & receipt of goods/services, for paying invoices, for follow up service, for following up issues with supply/service. The data will be held for up to 6 years after the cessation of our business arrangement in order for the firm to support complaints about supply/services; to support expenses claimed for tax relief. It may be necessary to hold data longer than stated, in cases of ongoing lawful enquiries, in cases of insurance claims or other circumstances that may occur.
- The risks to your data are; the accidental or unlawful, destruction; loss; alteration; unauthorised disclosure of; access to, personal data transmitted, stored or otherwise processed. The firm has measures in place to mitigate these risks.

#### Legal Basis.

The firm will request data from its customers that is deemed necessary for the service/s being provided by it. The services provided and an outline of data that may be processed are detailed above.

The firm is committed to ensuring that the information we collect and use is appropriate for this purpose, and does not constitute an invasion of your privacy.

#### Legal Basis for Processing Personal Data (including Criminal History data) (Art 6(1) GDPR & S.49 DP Bill)

- Contract – Data used for; processing insurance policy/contract applications and for the performance of the insurance policy/contract is deemed necessary.
- Legal Obligation – Data used for financial planning advice and for product advice is required by law under the Consumer Protection Code as laid down by the Central Bank of Ireland. Data retention is required under the Consumer Protection Code and to comply with requests from the Financial Services and Pensions Ombudsman. Identification documents and money laundering risk assessment are required under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 and amendments.

- Consent – Your consent will be sought for processing data in relation to; marketing and profiling for marketing.
- For Service Providers and Suppliers – Data used for; setting up a contract, for placing orders, for paying invoices, for follow up and complaints and for the general performance of the contract is deemed necessary.
- In the case of Criminal History/ongoing criminal proceedings only: Risk Assessment or Fraud Prevention.

Legal Basis for Processing – Sensitive/Special Category Data (eg Health data):- (Art 7 GDPR & S.39 - 44 DP Bill)

- Insurance and Pension purposes – Necessary and proportionate for the purposes of providing an insurance product, including pensions and investment insurance policies.
- Legal Advice and Legal Proceedings – Necessary for obtaining legal advice whether or not in the context of a claim (or prospective claim).

#### **How will the firm store and use the personal data it collects about me?**

- The firm will process (collect, store and use) the information you provide in a manner compatible with the EU's General Data Protection Regulation (GDPR). The firm will endeavour to keep your information accurate and up to date, and not keep it for longer than is necessary.
- The data collected by the firm will be held on the firm's computer database and/or paper files and/or other durable medium which will be kept on the firm's premises or other secure premises. The data collected by the firm for processing products/transactions will also be held by the relevant product producer who has secure data storage in compliance with GDPR. Data collected by the firm may be held by our client management service provider who has secure data storage in compliance with GDPR.
- The firm will use safe storage policies such as; password protection, data back-up, secure storage, firewall and virus protection, confidential document shredding, etc.
- When using your data the firm employs safe usage principals such as; locked computer screens, secure storage of documents, firewall and virus protection and good practice principals to keep your data private and secure.
- Data collected through the firm's website is held on secure servers hosted by the firm's Internet Service Provider. No data transmission over the Internet can be guaranteed to be 100% secure. However, we will take all reasonable steps (including appropriate technical and organisational measures) to protect your Personal Data.

#### **Who is the firm sharing your data with?**

- Your data will be shared with insurance companies for the purpose of; processing and providing insurance policies/contracts, for producing quotations using automated results based on your data (profiling), for providing investment risk results based on your data collected on a questionnaire (profiling). Your data will be shared with our service providers for the purpose of; client management, financial planning research (profiling), product research (profiling), quotation research (profiling) and other purposes in line with our services to you. We may be required to share your data with regulatory authorities and other entities for legal purposes. Any third parties that we share your data with are obliged to keep your details securely, and to use them only to fulfil the service they provide. When they no longer need your data to fulfil this service, they will dispose of the details in line with GDPR procedures.
- Data collected through the firm's website is held on secure servers hosted by the firm's Internet Service Provider. No data transmission over the Internet can be guaranteed to be 100% secure. However, we will take all reasonable steps (including appropriate technical and organisational measures) to protect your Personal Data.
- Third parties may share your data with their service providers, regulatory authorities and other entities for legal purposes. Insurance companies may also share your data with medical professionals in line with the product/service being provided.
- Insurance companies may transfer your data outside the EU. The insurance companies will inform you if this is the case and will provide information regarding data transfer outside the EU in line with the requirements of GDPR
- For Service Providers and Suppliers - Your data may be shared with our other service providers and suppliers for the purpose of; business management, business accounts, revenue returns, service issues, etc. We may be required to share your data with regulatory authorities and other entities for legal purposes. Third parties may share your data with their service providers, regulatory authorities and other entities for legal purposes.

### **Data Subject Rights:**

John Greene t/a Leinster Financial Services facilitates your rights in line with my data protection policy and the subject access request procedure. This is available on request.

At any point while the firm is in possession of or processing your personal data, you, the data subject, have the following rights:

- **Right of access** – you have the right to request a copy of the information that we hold about you.
- **Right of rectification** – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- **Right to be forgotten** – in certain circumstances you can ask for the data we hold about you to be erased from our records. Where data is required for the performance of a contract or other legal reasons, then it cannot be erased.
- **Right to restriction of processing** – where certain conditions apply to have a right to restrict the processing. This will mainly relate to marketing.
- **Right of portability** – you have the right to have the data we hold about you transferred to another organisation.
- **Right to object** – you have the right to object to certain types of processing such as direct marketing.
- **Right to object to automated processing, including profiling** – you have the right to object to profiling.
- **Right to judicial review:** in the event that your request under rights of access is refused, you will be provided with a reason as to why.

### **Additional information:**

#### **Failure to provide information:**

If you do not provide personal information that is deemed necessary the firm will not be able to:

- assess suitability and where relevant provide you with a recommendation for a financial product or service
- provide the requested products or services to you
- continue to provide and/or renew existing products or services

and/or

- the product or service may be void

#### **Additional Processing**

If the firm intends to further process your personal data for a purpose other than for which the data was collected, the firm will provide this information prior to processing this data.

#### **Contact**

Please contact the firm with any queries in relation to its data protection policies and procedures or to exercise any of your data rights – Contact: John Greene / 01 624 7890 / [leinsterfinancial@outlook.ie](mailto:leinsterfinancial@outlook.ie) / [www.leinsterfinancial.ie](http://www.leinsterfinancial.ie)

#### **Complaints**

In the event that you wish to make a complaint about how your personal data is being processed by the firm or how your complaint has been handled, you have the right to lodge a complaint with the data owner, John Greene t/a Leinster Financial Services, 131 Elton Court, Leixlip, Co. Kildare, John Greene / 01 624 7890 / [leinsterfinancial@outlook.ie](mailto:leinsterfinancial@outlook.ie) / [www.leinsterfinancial.ie](http://www.leinsterfinancial.ie) or directly with the supervisory authority, Contact the Office of the Data Protection Commission at: Data Protection Commission, Canal House, Station Road Portarlington, R32 AP23, Co. Laois. Telephone +353 (0)761 104 800 / Lo Call Number 1890 252 231 / Fax +353 57 868 4757 / E-mail [info@dataprotection.ie](mailto:info@dataprotection.ie)

#### **Privacy Notice changes**

John Greene t/a Leinster Financial Services may change this privacy notice from time to time. When such a change is made, the firm will post a revised version online. Changes will be effective from the point at which they are posted. It is your responsibility to review this privacy notice periodically so that you are aware of any changes. By using the firm's services you agree to this privacy notice.