

Terms and Conditions of Service

1. Introduction

1. Allen Retirement and Finance Limited ('ARF' or 'our', 'us', 'we') having its registered office at 8 Sandford Road, Dublin 6 (company registration number 329160) provides investment advice on, and receives and transmits orders in relation to, certain products underwritten by life assurance companies and certain investment instruments ('Services'). This includes advice concerning pensions, investments and insurance.
2. ARF is regulated by the Central Bank of Ireland as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995, and an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005. We are listed on the Central Bank's [register](#) with reference number C6833.
3. ARF is subject to and complies with the Central Bank of Ireland's [Consumer Protection Code](#), [Minimum Competency Code](#) and the [Fitness and Probity Standards](#).
4. These terms and conditions are entered into between ARF and any person ('you') who wishes to avail of our Services.

2. Incorporation of Other Terms

1. By agreeing to these Service Terms & Conditions, you acknowledge that you have also read and agree to:
 1. The ARF [Privacy policy](#)
 2. The ARF Investment risk warnings and disclaimers at the foot of this page
2. You acknowledge that before proceeding with any recommended investment opportunity, you may be required to agree to the terms and conditions of such third party provider in respect of that investment product.

3. Registration and account opening

1. By using ARF, you warrant and represent that you are at least 18 years old and resident in the Republic of Ireland, and investing your own money. Except as disclosed, you further warrant and represent that you are not a US citizen (this is due to regulatory restrictions which affect our fund providers).
 2. During the registration process you must provide, and undertake to provide us with:
 1. Your full name;
 2. Your current address;
 3. Your email address (which we will require you to validate as part of the registration process);
 4. Your Personal Public Service Number (PPSN);
 5. Such other information reasonably required by us in order to be able to provide the Services.
 3. You shall comply with such identification and other anti-money laundering requirements that we may from time to time require. In particular we may require you to verify your identification and the source of your funds.
 4. Services will be provided for the benefit of the registered user only and may not be relied on by any other person. Any advice or recommendations provided to you as part of the Services will be based on the information received from you. Accordingly, it is your responsibility to ensure that all information is accurate and up to date and reflects your current financial situation, needs and attitude to risk.
- 4. Security procedures**
1. In order to verify your identity, we may need to ask you security questions about your account. In the event that you cannot provide us with the answers we may not be in a position to act on your instructions and we reserve the right to request additional information in order to verify your identity.
- 5. The Services**
1. In order for us to provide you with the Services the following steps must be followed

1. Risk Assessment

You will be required to answer a risk profile questionnaire. We use this to assess your risk profile and consequently to assess investment products suitable for you. You must keep ARF updated on any changes to your personal circumstances and attitude to risk.

2. Personal Requirements

You will be required to provide us with information setting out your personal requirements and goals when it comes to investing.

2. Investment Product Advice

1. Having regard to the information provided by you above, we will provide you with information regarding investment products we consider suitable for you in a document called a Suitability Statement.
2. We have a duty to take reasonable care when determining the suitability of an investment product and in advising you based on information that has been disclosed to us by you. We will consider the suitability of the investments recommended by us based on the information you provide to us by you. Therefore it is extremely important that the information provided is accurate and up to date. We may contact you periodically to ascertain any changes in your circumstances.
3. Sustainability factors: the consideration of sustainability risks can impact on the returns of financial products. When providing advice, we consider the potential adverse impact of investment decisions on sustainability. As part of our research and assessment of products, we will examine product providers' literature to compare financial products and to make informed investment decisions about ethical, social and governance attributes of investment products.

3. Investments

1. If you wish to proceed we will arrange for you to invest with the relevant product provider. There is no obligation on you to make any investment arising from the Suitability Statement provided by us.

8 Sandford Road, Ranelagh, Dublin 6 Telephone: 01 4071020 Fax: 01 4126108

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2. These terms and conditions cover the Services provided by us only. All investment products will be governed by their own individual terms and conditions.
3. We do not handle your money. Any money being invested by you, and any fees due to us, will be paid directly by you to the third party investment provider.

4. Orders

1. When instructed to do so by you, we will place your order for investment with the relevant third party provider ('Order').
2. Orders, once received by us will normally be submitted on your behalf within one working day to a third party administrator for further processing. The third party administrator will in turn submit your order to the individual fund administrators, who will apply their own specific cut-off times.
3. You understand that the date your order will be executed is not guaranteed, due to the various cut-offs being applied by relevant third parties, as well as the time to transfer the money from your bank. Your Order will not be executed until both the funds and the corresponding order are received and processed by the relevant fund administrator.
4. The price point that will apply to your Order will be price that applies at the point of execution and not the point at which you placed the Order with us. You acknowledge that this may be higher or lower than the price point which applied at the point of the Order.
5. We will use all reasonable endeavours to submit your Order expeditiously once received by us. We are not liable to you for any non-execution of an Order, or for any delay in executing or processing an Order once your Order has been submitted by us to the relevant third party administrator.
6. We have an absolute discretion to refuse to process an order placed with us. In particular, if you place an Order which is not consistent with the Suitability Statement prepared by ARF, we do not have to process your Order.
7. A receipt will normally be sent or made available to you when you transmit an order. If any details are wrong, or if you receive notice

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of an order you do not recognise, you must contact us immediately. We may issue an updated receipt where we become aware that the original was materially incorrect.

5. Tax

1. ARF may provide indicative calculations on your potential tax liability upon exit of any investments made by you. Any such calculations are for information purposes only. They are based on the performance of the investment only and do not take into account your wider tax situation. As such, this does not constitute personal tax advice and should not be relied upon as such.
2. You are solely responsible for any tax liabilities that arise from your investments. You acknowledge that you are responsible for your own tax affairs and making your own tax returns.

6. Access to Investment Information

1. Your online account allows you to access the details of your investments.
2. We will use all reasonable endeavours to provide you with continuous access to the website, but we cannot guarantee it as we have no direct control over the internet.
3. While we use all reasonable care to ensure that the information is correct, we cannot guarantee that any stock- or fund-related or any other information available on our website will be error-free.
4. Some information on the site is provided by a third party and we are not liable for any inaccuracy, errors or omissions in the information they provide us except where such inaccuracy, error or omission is caused by our own wilful default or negligence.

6. Charges

1. Charges will be charged in accordance with your Statement of Suitability.
2. Where you hold investment products, you may be charged fund management fees by the provider of the product in addition to the fees and charges due to ARF.

3. We may receive payments from the investment managers and other providers with whom we place business for the distribution and administration of your investments.

7. Investment Performance

1. ARF receives and transmits orders in relation to investment products which may go down as well as up in value. Your attention is drawn to the warning statements specific to each investment product in your Suitability Statement. In particular, you should be aware that:
 1. Past performance is not a reliable guide to future performance;
 2. The value of your investment may go down as well as up;
 3. Some investment funds may be affected by changes in currency exchange rates.
2. Investment funds come with additional information such as fact sheets (known as Key Investor Information Documents). We advise you to read this information carefully before placing an order having regard to your personal and financial circumstances.

8. ARF Obligations to you

1. We reserve the right to refuse or cease to provide Service to you in our sole discretion.
2. We do not accept any liability for any direct, indirect or consequential loss or damage resulting from your use of or action taken in reliance on any information we provide to you save where such loss or damage was caused by our gross negligence or willful misconduct.
3. These terms and conditions do not affect any legal liability we have to you or our obligation to provide the Services with due care and skill.

9. Liability & Indemnity

1. ARF (or its directors, employees or agents) shall not have any liability to you for any loss or damage suffered by you as a direct or indirect result of the provision of Services to you, save that nothing in these Terms and Conditions shall restrict or exclude our liability resulting from our gross negligence or wilful default.
2. ARF shall in no circumstances have any liability for any market or trading losses you may incur.

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3. No warranty or assurance is given by ARF to you as to the performance or profitability of the any investment made by you
4. You hereby acknowledge that ARF shall have no liability for any indirect loss, special incidental or consequential loss (including, without limitation, loss of profits, loss of goodwill or loss of business) incurred as a result of or in connection with performance or non-performance of our obligations under these Terms and Conditions or in relation to the Services whether arising in contract, in tort (including negligence) or otherwise and whether or not such loss was disclosed to or could reasonably have been foreseen by us.
5. We are careful in our choice of custodians and credit institutions, and monitor their performance on an ongoing basis. However, we do not accept liability for any acts or omissions of those custodians or credit institutions, or for their default. In the event that a custodian or credit institution becomes insolvent, you may not receive back all or any of the assets or funds that that custodian or credit institution holds on your behalf.
6. We are a member of the [Investor Compensation Scheme](#), set up by law, which provides compensation to eligible investors should we become insolvent. You will only have a right to compensation if you qualify as an eligible investor; and if we are unable to return to you money that you are owed or own, and if your loss is recognised by the Investor Compensation Scheme. The amount of compensation that you may receive will be 90% of the net amount you have lost or €20,000; whichever is less. Full details of the Investor Compensation Scheme are available on its website.
7. Our maximum liability to you for any and all claims in aggregate shall not in any circumstances exceed the amount of €20,000.

10. Complaints

1. We always endeavour to offer the best possible service but we recognise that sometimes customers might feel disappointed. We will try to resolve any issues as quickly as possible, in as fair a way as possible.
2. Our regulator, the Central Bank of Ireland, requires certain procedures are adhered to, but we also recognise that complaints can be good for

our business and we can learn from them. We therefore review any trends that emerge so we can improve our service where needed. We acknowledge the right of customers to have any expression of dissatisfaction dealt with courteously, professionally and in a timely manner.

3. If you are dissatisfied at any time with the service that you receive from us, do not hesitate to contact us. We have an internal complaints procedure and will deal with your complaint promptly. Please address your correspondence to: Chief Executive, Allen Retirement & Finance Ltd, 8 Sandford Road, Dublin 6.
4. If you are not satisfied you are likely to have the right to refer the complaint to the [Financial Services and Payments Ombudsman](#). Please note however, that they will not look at a complaint until it has been raised with ARF and ARF has had a reasonable time to respond. We will provide full details of the service when we respond to your complaint.

11. Cessation of services

1. You have the right to cancel your account with ARF. On cancellation of your account, any investments will be sold. Where investments are sold, you may suffer a shortfall between the amount invested and the amount you get back. We are not responsible for any shortfall that arises.
2. In the event of your death we will continue to rely on these Terms. Your representatives should send us a certified copy of your death certificate. On notification of death access to your account will be frozen. Once we have received a certified copy of the grant of probate your representatives will be able to sell or transfer your existing investments, but not buy any further investments.
3. We reserve the right to refuse or cease to provide Services to you in our sole discretion. If we opt to cease providing services you have the following options:
 1. Sell your investments. You may suffer a shortfall between the amount invested and the amount you get back. We are not responsible for any shortfall that arises.
 2. We will provide you with all reasonable assistance required to facilitate your transfer to another service provider or to deal directly with the relevant fund provider.

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12. Conflicts of interest

1. We have a policy in place to ensure we identify, avoid, manage and disclose conflicts or potential conflicts fairly and treat our customers fairly at all times. Where a customer conflict is unavoidable it will be disclosed and discussed with you, and an approach to managing it agreed.

13. Miscellaneous

1. Amendments to these terms and conditions
We will notify you in advance of any proposed changes to these terms and conditions. By continuing to use our Website and Services you will be deemed to have accepted the amended terms and conditions.
2. We reserve the right to novate this agreement at any time.

14. Governing law and jurisdiction

1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes arising out of or in connection therewith.

Last updated: 25 May 2023