

Terms of Business

Trident Benefit Consulting Ltd t/a Trident Consulting, Pension Solutions

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries, we will be happy to clarify them. If any material changes are made to these terms, we will notify you.

Authorisation with the Central Bank of Ireland

Trident Benefit Consulting Ltd t/a Trident Consulting, Pension Solutions (Ref. No. C41467) is regulated by the Central Bank of Ireland as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995. Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 0818 681 681 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

Trident Benefit Consulting Ltd 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

Trident Benefit Consulting Ltd is a member of Brokers Ireland.

Our Regulated Services

Trident Consulting advises companies, pension scheme trustees and individuals (as appropriate) in relation to:

- Company pension plans
- Individual pension plans
- AVCs
- Approved Retirement Funds (ARFs)
- Personal Retirement Savings Accounts (PRSAs)
- Life assurance cover
- Serious Illness cover
- Disability insurance (PHI)
- Savings and investment plans
- Retirement counselling
- Redundancy counselling
- Pension scheme reviews

Other Services

Services, other than regulated services, are provided in accordance with our [Framework Services Agreement](#).

Investment Intermediary Services

We provide investment advice on a limited analysis basis, i.e. providing services on the basis of a limited number of contracts within the market. We provide advice on the following product providers (listed alphabetically):

- Aviva (including Friends First)
- Irish Life
- New Ireland
- Standard Life
- Zurich Life

Sustainability Factors

Trident Benefit Consulting Ltd t/a Trident Consulting, Pension Solutions is authorised as an investment business firm under Section 10 of the Investment Intermediaries Act, 1995 (as amended), to provide the services of an investment intermediary (Ref. No. C41467).

When providing advice, the firm does not generally consider the adverse impacts of investment decisions on sustainability but asks for your views through a questionnaire. Related documents:

[SFDR II Disclosure](#)

[Sustainability suitability questionnaire](#)

[What are sustainability preferences](#)

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on investments, 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.

When providing investment advice, 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), because the area of sustainability is relatively new and as the issue progresses, we will review our position. We do not assess the likely impacts of sustainability risks on investment returns. We review our position annually in quarter 2.

Agencies with Life Assurance Companies

In the event that your specific financial needs require a product issued by a life assurance company, we are authorised to recommend a product issued by one of the following companies (listed alphabetically):

- Aviva (including Friends First)
- Irish Life
- New Ireland
- Standard Life
- Zurich Life

We will 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 policy and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover; particularly in relation to PHI and serious illness policies.

Specifically on the subject of permanent health insurance policies we will explain to you; a) the meaning of disability as defined in the policy; b) the benefits available under the policy; c) the general exclusions that apply to the policy; and d) the reductions applied to the benefit where there are disability payments from other sources.

For a serious illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

Statement of Charges

Trident Consulting is remunerated for the consultancy services it provides predominantly by way of a fee which we will discuss and agree with you in advance of providing these services.

OR

By way of a commission which is paid to us by the Insurer or Product Producer with whom we may complete business on your behalf. Trident Consulting will fully disclose all commissions payable.

Enquiries

When clients first talk to us, and when we are explaining the services that we can provide, there is no fee.

Schedule of Fees & Charges

As soon as advice is sought and provided, a fee is incurred.

Fees for our Professional Consultancy Services are charged at €369 (including vat) for the first consultation. This fee covers our meeting with you and afterwards writing to you. If further work is required, we will assess the scope of work to be completed on your behalf and advise you of the fees applicable. Only with your agreement will we proceed to undertake any work on your behalf.

Fees for work involving long-term financial projections will be higher and will depend on the circumstances but will generally be at least €615 (including VAT).

Our fees are calculated based on the time incurred, based on an hourly charge of €420 plus VAT (director), €360 plus VAT (actuary), €165 - €250 plus VAT (part qualified actuaries).

Pursuant to Regulation 68 of the Consumer Protection Code, a summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which have been agreed with product providers is available on our website – www.tridentconsulting.ie.

Ongoing Suitability and Regular Reviews

We will provide periodic assessments of the suitability of the products which we have recommended.

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 which may result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us when your circumstances change to ensure that you are provided with up-to-date advice and products best suited to your needs.

Disclosure of Information

It is your responsibility to provide complete and accurate information for insurers when arranging an insurance policy. Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

Completed proposal forms or Statement of Facts will be provided to you. These are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

Failure to disclose any material information to your insurers may invalidate your insurance cover and could mean that all or part of a claim will not be paid.

Conflicts of interest

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service and the firm will take all steps within its control to appropriately manage the conflict and minimise the impact of the conflict on the consumer. John O'Connell is responsible for managing potential conflicts of interest. A full copy of our conflicts of interest policy is available on request.

Default on payments by clients

We will exercise our legal rights to receive payments due to us from clients for services provided.

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.

Complaints

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firm's established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint in writing within 5 working days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 working days starting from the date on which the complaint is made. 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 and Pensions Ombudsman (FSPO). A full copy of our complaints procedure is available on the firm's website and on request.

Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Trident Benefit Consulting Ltd is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice (as per our website).

Cancellation

You, the customer, can cancel your policy at any time by giving notice in writing subject to the terms and conditions of the applicable policy.

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd.

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.

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The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme, and our firm 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.

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.