

# Advice Terms



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**Bank of Ireland**   
Private



# Client Agreement

You have been provided with our Key Client Documents which set out the basis on which we will conduct business with you. Starting or continuing to do business with us following receipt of our Key Client Documents constitutes your acceptance of the terms set out in those documents.

Before making material changes to this document, we will notify you of those changes on paper (or, if appropriate, in another durable medium) in good time prior to the changes taking effect. The information contained in this document is correct as at 30 June 2019.

Additional terms and conditions may apply in respect of specific Products or Services provided to you by Bank of Ireland Private. You will be provided with copies of those additional terms and conditions separately.

Your Key Client Documents should be read together with any additional terms and conditions or other documents provided to you in relation to a specific Product or Service.

## Definitions

Where used in this document, the following terms have the following meanings:

**“Bank” or “Bank of Ireland”** means The Governor and Company of the Bank of Ireland;

**“Bank of Ireland Group”** means the Bank of Ireland group of companies. Bank of Ireland Group Public Limited Company (Company No:593672, Registered office 40 Mespil Road, Dublin 4) is the ultimate parent company in the Bank of Ireland Group;

**“Bank of Ireland Private”** means the Bank of Ireland Private division of Bank of Ireland;

**“Eligible Counterparty”** means an entity that is either an investment firm, credit institution, insurance company, UCITS and their management company, pension funds and their management company, other financial institutions authorised or regulated under the law of the European Union or under the national law of a Member State, national governments and their corresponding offices including public bodies that deal with public debt at a national level, central banks or supranational organizations;

**“IBIPs”** means insurance based investment products as defined in Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution;

**“Inducement”** means any fee or commission or non-monetary benefit paid or provided to or by any person other than a client or some other person on behalf of a client in connection with a Product or Service;

**“Investment Business”** means our Investment Products and Investment Services;

**“Investment Product”** means a financial instrument listed at Schedule 1, Part 3 of the MiFID Regulations. Where used in this document, the term “Investment Product” does not include a Life and Pensions Product;

**“Investment Services”** means the services we provide in relation to Investment Products as described in the ‘Our Services’ section of this document;

**“Key Client Documents”** means this document, the Terms of Business and the Guide to Financial Solutions from Bank of Ireland Private;

**“Life and Pensions Business”** means our Life and Pensions Products and Life and Pensions Services;

**“Life and Pensions Products”** means life assurance policies such as investment linked policies (including IBIPs) and term protection policies and pension products;

**“Life and Pensions Services”** means the services we provide in relation to Life and Pensions Products as described in the ‘Our Services’ section of this document;

**“MiFID II”** means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, including any supplementing regulations, directives and standards;

**“MiFIR”** means Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012, including any supplementing regulations, directives and standards;

**“MiFID Regulations”** means the European Union (Markets in Financial Instruments) Regulations 2017;

**“New Ireland”** means New Ireland Assurance Company plc;

**“PRIIPs”** means packaged retail and insurance-based investment products as defined in the PRIIPs Regulation;

**“PRIIPs Regulation”** means Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products;

**“Product”** means an Investment Product and / or a Life and Pensions Product;

**“Professional client”** means a client that meets the criteria laid down in Schedule 2 of the MiFID Regulations;

**“Retail client”** means a client who is not a Professional Client or an Eligible Counterparty;

**“Services”** means our Investment Services and / or our Life and Pensions Services;

**“Terms of Business”** means Bank of Ireland’s terms of business;

**“We”, “us”, and “our”** means Bank of Ireland; and

**“You” or “your”** means any person to whom we provide a Product or Service.

## About us

Our legal name is The Governor and Company of the Bank of Ireland. Bank of Ireland, Bank of Ireland Group, and Bank of Ireland Private are registered trading names of Bank of Ireland. The Bank’s registered office is at 40 Mespil Road, Dublin 4 and its internet address is [www.bankofireland.com](http://www.bankofireland.com).

### Regulatory Status

Bank of Ireland, trading as Bank of Ireland Private is regulated by the Central Bank of Ireland.

Bank of Ireland is a licensed Bank pursuant to the Central Bank Act 1971 (as amended).

### Investment Business

Bank of Ireland, trading as Bank of Ireland Private is an authorised credit institution which conducts Investment Business under the MiFID Regulations including investment advice and the receiving and transmitting of client orders in respect of a range of Investment Products and Investment Services.

### Life and Pensions Business

Bank of Ireland is a registered insurance intermediary. Bank of Ireland’s registration as an insurance intermediary can be verified by consulting the Insurance Mediation Register maintained by the Central Bank of Ireland which is available on its website: [www.centralbank.ie](http://www.centralbank.ie).

Bank of Ireland is a tied agent of New Ireland for Life and Pensions Business and is under a contractual obligation to conduct insurance distribution business exclusively for New Ireland. This means that when Bank of Ireland acts for you in relation to Life and Pensions Business, Bank of Ireland can only place Life and Pensions Business with New Ireland and advise you in relation to Life and Pensions Products underwritten by New Ireland. New Ireland also trades as New Ireland Assurance or Bank

of Ireland Life. Bank of Ireland and New Ireland are members of the Bank of Ireland Group. New Ireland is an indirect wholly owned subsidiary of Bank of Ireland.

Bank of Ireland Private is subject to the Central Bank of Ireland’s Consumer Protection Code which can be found on the Central Bank’s website: [www.centralbank.ie](http://www.centralbank.ie).

### How to contact us

You can contact your Private Client Manager directly or call us on +353 1 637 8600. Our offices are located at the following addresses:

#### Dublin Office

Bank of Ireland Private,  
The Atrium  
2 College Green  
Dublin 2  
Telephone: +353 1 6378600

#### Cork Office

Bank of Ireland Private,  
32 South Mall,  
Cork.  
Telephone +353 21 425 1527

#### Galway Office

Bank of Ireland Private,  
Dockgate House,  
Dockgate,  
Galway.  
Telephone +353 91 566 301

To find out more about Bank of Ireland Private, please visit our website at [www.bankofireland.com/private](http://www.bankofireland.com/private).

## Client Classification (for Investment Business)

Bank of Ireland Private is required to categorise clients and potential clients as a Retail Client, Professional Client or Eligible Counterparty. Client categorisation determines the level of protection available to the client under the MiFID Regulations.

Under the MiFID Regulations, you will be treated as a ‘Retail Client’ which provides you with the highest level of protections under the MiFID Regulations. You are entitled to make a request to be treated as a ‘Professional Client’ in respect of the services we provide to you. Please note that if you make such a request, you would be opting for a lower level of protection and waiving some of the protections afforded to you under the MiFID Regulations and other applicable law and regulation. This document contains important information for Retail Clients. Separate information will be provided for Professional Clients.

Retail clients who decide to make such requests must meet certain criteria set out under the MiFID Regulations

classifying you as a Professional Client, and provide documentary evidence to support their request. This will be explained fully to you when you are deciding on your classification, but in summary Retail Clients making such requests must satisfy, at a minimum, two of the following criteria:

- ▶ the client or potential client has carried out transactions, in a significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters.
- ▶ The size of the client's financial instruments portfolio, defined as including cash deposits and financial instruments (but excluding real property) must exceed €500,000.
- ▶ The client works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

The decision to classify you as a Professional Client in respect of our Investment Business is within the sole discretion of Bank of Ireland Private and may be refused. Bank of Ireland Private will not have Eligible Counterparty clients for the purposes of the Investment Business described in this document.

## Our Services

### Investment Services

Bank of Ireland Private provides Retail Clients with the following investment services as defined in the MiFID Regulations:

1. Reception and transmission of orders in relation to one or more financial instruments;
2. Investment advice.

### Life and Pensions Services

Bank of Ireland Private also provides certain Life and Pensions Services including:

1. Advising in relation to Life and Pensions Products underwritten by New Ireland.
2. Placing Life and Pensions Business with, and arranging cover under Life and Pensions Products underwritten by, New Ireland.
3. Annual review of suitability for certain Life and Pensions Products.

## Investment Products

We offer a range of Investment Products which are appropriate to different clients, investment aims and goals. Details of the Investment Products we offer which are available to you will be provided to you

separately in the Guide to Financial Solutions, which forms part of the Key Client Documents, in sufficient time for you to consider before you make a decision to invest in the product.

## Provision of Advice

### Investment Business

We provide investment advice on a non-independent basis in connection with our Investment Products. Our investment advice to you will be provided in writing and will be clearly set out so that you can understand the nature and the risks of the investment service and the specific Investment Product being offered, in order to enable you to make your investment decisions on an informed basis.

Where we provide investment advice to you it is on a non-independent basis (as opposed to being 'independent advice'), which means that we will advise and make a recommendation to you that is based on, and takes into account, a restricted range of products. The range of financial instruments that Bank of Ireland Private will make available will generally be limited to products manufactured or co-manufactured by it and or by a member of the Bank of Ireland Group or in certain circumstance, Investment Products not manufactured, but distributed by Bank of Ireland. Our investment advice will not be based on a comprehensive analysis of all available products offered in the market that may meet your objectives.

Please note that we may refuse to provide investment advice to you if we have reasonable grounds for doing so. This includes, but is not limited to, circumstances where we deem that:

- ▶ You have insufficient knowledge and experience; or
- ▶ You have provided insufficient information to us; or
- ▶ We reasonably consider that providing investment advice to you may result in a breach of applicable law or regulation.

Where we provide investment advice to you, we will assess the suitability of the investment, to enable us to act in your best interests. Before a transaction is made we will provide you with a suitability statement which specifies the investment advice given. This is explained further below. It is important to be aware that in order for us to undertake a suitability assessment and provide investment advice to you, you must provide us with complete, accurate and up-to-date information, as explained further below. Although you may make investment decisions based on guidance or recommendations provided by us, it is solely your decision to proceed with an investment.

Please note that Bank of Ireland Private does not provide investment advice via mobile phone technology.

## Life and Pensions Business

Bank of Ireland is a tied agent of New Ireland Assurance plc for Life and Pensions Business. This means that we can only advise you in relation to Life and Pensions Products underwritten by New Ireland. We cannot advise you in relation to Life and Pensions Products underwritten by any other provider.

Where advice is provided in connection with a specific Life and Pensions Product, Bank of Ireland Private will provide you with a personalised recommendation explaining why that product best suits your needs and objectives.

## Information we may need from you

In order to assess the suitability of a Product for you or to provide you with advice or make recommendations, Bank of Ireland Private will seek certain information from you. This information will include, but may not be limited to, information in relation to your:

- ▶ Investment objectives, including your risk tolerance and desired time frame for reaching investment goals;
- ▶ Knowledge and experience in the investment field, as relevant to the specific type of Product or Service;
- ▶ Financial situation including your ability to bear related investment risks such as losses, the source and extent of your regular income, assets and liabilities, existing investments and regular financial commitments.

If, whether on the basis of the information you have provided to us or otherwise, we consider that a Product is not suitable for you, we may warn you to that effect and decline to recommend or offer you that Product.

If you decline to provide Bank of Ireland Private with sufficient information to enable us to assess the suitability of a Product for you, we may not be in a position to determine if that Product is suitable and decline to provide you with that Product.

It is also your responsibility to update any information you have already provided to us. In particular, you must contact us as soon as reasonably practicable to notify us of any material changes to any information already provided to us. We will take reasonable steps to ensure that any information provided by you is reliable. However, save as required by law, we shall have no responsibility to you if information you have provided is inaccurate, incomplete or out of date and this has an adverse effect on the quality of our Services to you.

Bank of Ireland Private may also seek information about you from any other business units and or companies

in the Bank of Ireland Group where you have expressly consented to us doing so.

## Suitability assessments and statements

Bank of Ireland Private carries out suitability assessments to ensure that we only recommend Investment Products and IBIPs that are suitable for you and to enable us to act in your best interests. This includes ensuring that any recommendation is in accordance with your investment objectives, risk profile and ability to bear losses.

Prior to providing you with an Investment Product and / or IBIP, based on the information you have provided to us, Bank of Ireland Private will provide you with a written suitability statement in a durable medium which will contain certain information explaining why the Investment Product and / or IBIP is suitable for you. In particular, the written suitability statement will specify the advice given to you, how any recommendation meets your objectives and preferences and is appropriate to your financial situation, knowledge, experience and other personal circumstances. A written suitability statement will be provided whether or not you decide to follow our advice.

Bank of Ireland Private will periodically reassess suitability for all Investment Products and IBIPs at least once a year following which you will be provided with a revised suitability statement. As part of this reassessment of suitability, Bank of Ireland Private will request complete, accurate and updated information.

When assessing the suitability of an Investment Product or Service for a group of two or more persons or where one person is represented by another person, Bank of Ireland Private may rely on the knowledge and experience of any one such person or the representative authorised to carry out transactions. The financial situation and investment objectives relied on will be those of the underlying client.

## Distance Communications

Where a contract for Investment Products and/or IBIPs is concluded using a means of distance communication (e.g. telephone) which prevents us from delivering a written suitability statement to you in advance, we will give you the option of delaying the conclusion of that contract until you receive your suitability statement. Alternatively, Bank of Ireland Private may, with your consent, provide you with a written suitability statement immediately after such contract has concluded.

## Provision of information

Bank of Ireland Private will generally provide you with information on paper. Where appropriate, and you consent to us doing so, we may provide certain information to you in a durable medium other than paper (such as via email) or by means of a website.

Where we provide information to you by means of a website, we will inform you of where and how you can access the relevant information on the website. That information will remain accessible on the website for such period of time as you may reasonably need to consult it.

Where we provide you with information in a durable medium other than paper or on a website, you still have the right to request that information on paper free of charge.

By consenting to the provision of information in a durable medium other than paper which requires internet access or by means of a website, you acknowledge that you have regular access to the internet and that you have any necessary hardware, software or other technology to access and read the relevant information.

### **Specific information in relation to Investment Products and IBIPs**

In addition to the information provided in your Key Client Documents, appropriate information will be provided to you separately in relation to specific Investment Products and / or IBIPs in a comprehensible form to allow you to make an informed decision including, where applicable, information in relation to investment strategies, appropriate guidance on, and warnings of, the risks associated with specific Investment Products and / or IBIPs and information on all costs and related charges.

### **Packaged Retail and Insurance-Based Investment Products (PRIIPs)**

In good time before you enter into, and are bound by the terms of, a PRIIP we will provide you with a Key Information Document (“KID”) in relation to that PRIIP. A KID is a document produced by a PRIIP manufacturer and contains key information for investors in relation to a PRIIP.

We will generally provide you with KIDs on paper. Where appropriate, and you consent to us doing so, we may provide a KID to you in a durable medium other than paper (such as via email) or by means of a website. Where we provide a KID to you by means of a website, we will inform you of where and how you can access the KID on the website. The relevant KID will remain accessible on the website, capable of being downloaded and stored in a durable medium, for such period of time as you may reasonably need to consult it.

Where we provide you with a KID in a durable medium other than paper or on a website, you still have the right to request a paper copy of the KID free of charge.

By consenting to the provision of a KID in a durable medium other than paper which requires internet access or by means of a website, you acknowledge that you have regular access to the internet and that you have any necessary hardware, software or other technology to access and read the KID.

## Instructions

All Instructions relating to an investment must be received by us in writing in a form prescribed by us. Instructions sent by any other means, for example, by telephone, will not be accepted by us and will therefore not be processed. It is your responsibility to ensure that proper instructions are given to us in the prescribed form. All communications between you and Bank of Ireland Private will be in the English language.

## Client Orders (Investment Business)

Subject to any specific instructions that may be given by you, Bank of Ireland Private may transmit an order that we receive from you to another business division within Bank of Ireland, any associate company or to an external entity, such as a third party product provider for execution. In doing so, Bank of Ireland Private will act in your best interests.

Where Bank of Ireland receives and transmits an order on your behalf we shall take all sufficient steps to obtain the best possible result for you. Pursuant to the MiFID Regulations, we may owe a duty of best execution if we receive and transmit or execute orders on your behalf. Bank of Ireland Private will adhere to the Bank of Ireland Group Best Execution Policy and Order Handling Policy when handling orders on your behalf. These policies are available on our website, [www.bankofireland.com](http://www.bankofireland.com). Where we identify that we owe a duty of best execution to you, we will provide you with the applicable information before we provide the relevant services to you.

### **LEI and National Client Identifier**

If you are a legal entity, we may require you to provide us with a Legal Entity Identifier (LEI) before a transaction can be executed. If you are a natural person we will require you to provide us with any information necessary to determine your National Client Identifier or if you already in possession of a National Client Identifier we will require you to provide it to us.

# Costs and Charges

Bank of Ireland Private charges clients in connection with the Products and Services it provides. Bank of Ireland Private does not charge a separate fee for providing advice. Bank of Ireland Private will provide information on all costs and charges relating to any Products or Services in good time before we provide you with any Products or Services which incur costs and charges.

Specific Products or Services may have their own costs and charges and these will be set out in other documents provided to you separately such as, for example, Product-specific documentation.

Where applicable, when calculating costs and charges on a forecasted basis Bank of Ireland Private shall use actually incurred costs and charges as a proxy for expected costs and charges. Where actual costs and charges are not available, Bank of Ireland Private shall make reasonable estimates of costs and charges. Bank of Ireland Private shall review any assumptions underlying those estimates on an on-going basis and shall make adjustments to those assumptions where necessary.

Information in respect of all costs and charges for Products and Services shall, where applicable, be aggregated to allow you to understand overall costs and charges as well as the cumulative effect on the return of your investment. You may request an itemised breakdown of all costs and charges. Where appropriate, such information will be provided on a regular basis, at least annually, during the period of an investment.

Where any part of the total costs and charges is to be paid in, or represents an amount of, foreign currency, Bank of Ireland Private shall indicate the relevant currency and provide an indication of the applicable currency conversions rates and costs. Bank of Ireland Private shall also inform you about arrangements for payment.

Where applicable, Bank of Ireland Private will provide you with an illustration showing the cumulative effect of costs on returns when providing advice. This illustration will be provided both before and after you invest in Investment Products and or IBIPs. The illustration will:

1. show the effect of overall costs and charges on the return of your investment;
2. indicate any anticipated spikes or fluctuations in costs or charges; and
3. contain a description of the illustration.

Costs and charges for Products and Services may be amended from time to time. If this happens, you will be provided with advance notice of any such changes.

## **Additional information in relation to Life and Pensions Business**

Bank of Ireland Private may be paid a commission, including a trail commission, by New Ireland in respect of Life and Pensions Products distributed to our customers. An upfront fee or annual management charge may also be payable by you directly for certain Life and Pensions Services. These fees and charges may vary across our Life and Pensions Product range. Further information in relation to such commissions, fees and charges for specific Life and Pensions Products including the amount of any such fees or charges will be provided to you separately.

## Reporting to Clients

Bank of Ireland Private will provide your Key Client Documents to you at your first meeting. Product-specific documentation will be provided to you separately as and when appropriate.

Save as otherwise specified below, Bank of Ireland Private will also provide you with certain periodic reports, where relevant, for Investment Business and Life and Pensions Business, including:

1. A Financial Plan in a durable medium when making recommendations to you which will include a suitability statement;
2. A revised suitability statement at least annually, as outlined above;
3. For Investment Business only, a report on a quarterly basis regarding the safe guarding of client assets as outlined below;
4. For Investment Business only, a contract note which will issue on the first business day following the acquisition of certain MiFID instruments (i.e. Index Linked Securities);
5. An annual valuation together with details on cost and charges;
6. An annual report on the service provided to you in relation to certain Life and Pensions Products.

## Records

Bank of Ireland Private has established, implemented and maintains procedures in relation to record keeping which are reviewed on at least an annual basis.

Under those procedures, Bank of Ireland Private retains a record of all communications with clients and potential clients and documents agreed between Bank of Ireland Private and its clients that set out our and your respective

rights and obligations and the other terms on which our Services will be provided to you. We also retain other documentation related to the Services we provide to you including records of our advice, notes of our face to face meetings, recommendations, suitability statements and periodic reports. All such communications and documents are retained in a medium that allows the storage of information in a way that it is accessible for future reference.

Bank of Ireland Private records all external telephone calls made or received by it on land lines to or from our clients or potential clients. You should be aware that Bank of Ireland Private staff cannot provide investment advice via mobile phone technology.

Records of clients and or potential clients can be made available to any client or potential client upon their request. All such records and telephone recordings shall be kept for a period of five years or for a period of up to seven years if requested by the Central Bank of Ireland.

## Conflicts of Interest

Bank of Ireland has established, implemented and maintains a conflicts of interest policy which is reviewed at least annually.

That conflicts of interest policy and the corresponding Bank of Ireland Private procedures are designed to identify and prevent or manage conflicts of interest that might arise in the course of providing Products or Services. In particular, those procedures:

- ▶ take account of any conflicts of interest which may arise between Bank of Ireland Private, other divisions within the Bank of Ireland, other members of the Bank of Ireland Group or third parties, including their managers and employees and tied agents or any person directly or indirectly linked to them by control and their clients or between one client and another;
- ▶ identify the circumstances which constitute, or may give rise to, a conflict of interest entailing a risk of damage to the interest of one or more clients;
- ▶ specify the procedures to be followed, and measures to be adopted, in order to prevent or manage conflicts of interest.

Bank of Ireland Private will take all appropriate steps to identify, prevent or manage conflicts of interest that arise in the course of providing Products or Services to you to ensure that you are not adversely affected by any such conflicts of interest.

Where a conflict of interest cannot be prevented or reduced through our management and where there is a risk that our conflicts of interest policy is not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of one or more of our clients will be prevented, Bank of Ireland Private will, as a last resort,

clearly disclose to affected clients (in a durable medium) the general nature and or source of the conflict of interest. Such a disclosure will, in particular, describe the relevant conflict of interest, explain the risks that might arise and any steps taken to mitigate those risks.

This disclosure will be provided in good time prior to providing a relevant Product or Service to a client and in sufficient detail to enable the client to take an informed decision with respect to that Product or Service.

If requested, Bank of Ireland Private may provide clients with further details of Bank of Ireland's conflicts of interest policy.

## Inducements

### Investment Business

We will not accept any Inducements when providing Investment Business services to you, other than in the limited circumstances permitted under the MiFID Regulations. Bank of Ireland Private, subject to appropriate internal governance and sign-off, may accept non-monetary benefits that are capable of enhancing the quality of service provided to a client and are of a scale and nature that they could not be judged to impair compliance with Bank of Ireland Private's duty to act honestly, fairly and professionally and in the best interests of the client.

Where a client invests in the Bank of Ireland Investment Funds, as described in the Guide to Financial Solutions which forms part of the Key Client Documents, Bank of Ireland Private is in receipt of a third party payment by way of an upfront preliminary charge from the management company, Northern Trust Fund Services (Ireland) Limited. Where relevant, Bank of Ireland Private shall provide you with full disclosure of this third party payment by way of percentage and monetary amount in your financial plan which you will receive before you make a decision to invest.

### Life and Pensions Business

Bank of Ireland Private does not permit Inducements which may potentially cause Bank of Ireland Private to carry out its Life and Pensions Services in a way that is not in compliance with its obligation to act honestly, fairly and professionally and in accordance with the best interests of its customers or which would have a detrimental impact on the quality of our services.

# Information concerning the Safeguarding of Client Assets (Investment Business only)

For the purposes of this section, the following defined terms are used:

**“Client Assets”** means the Client Funds and / or Client Financial Instruments that belong to you which we hold on your behalf for your benefit.

**“Client Funds”** means money held by Bank of Ireland Private on behalf of a client, excluding money placed on deposit with Bank of Ireland. Only client funds relating to activities that are regulated financial services are considered Client Funds for the purpose of the MiFID Regulations.

**“Client Financial Instruments”** means any Financial Instruments held by Bank of Ireland Private on behalf of a client.

**“Financial Instruments”** mean the instruments listed at Part 3 of Schedule 1 to the MiFID Regulations and include, for example, equities, bonds, securities and similar instruments.

## What constitutes “client assets”?

As outlined above, Client Assets are the Client Funds and Financial Instruments belonging to our clients which are held by Bank of Ireland Private on behalf of each such client, for their benefit and where Bank of Ireland Private has the capacity to effect transactions in respect of those assets. As a credit institution, this does not include funds deposited with Bank of Ireland. Specific matters applicable to (i) Client Funds and (ii) Client Financial Instruments are described under the relevant headings below.

Where Bank of Ireland Private holds Client Assets on your behalf, we will comply with the provisions relating to the holding of Client Assets as set out in the MiFID Regulations that are applicable to Bank of Ireland Private as an authorised credit institution. In particular, we will make adequate arrangements to safeguard investor's ownership rights in respect of Client Assets.

Please note that the MiFID Regulations govern the holding, rather than the valuation, of Client Assets. The MiFID Regulations will not therefore protect against any reductions in the valuation of assets.

## Circumstances in which assets are not Client Assets for the purposes of the MiFID Regulations

Not all Client Assets given by investors to Bank of Ireland Private will be classified as client assets to which the MiFID Regulations apply. Specifically, the MiFID Regulations will not apply to:

- ▶ Funds placed on deposit with the Bank. These will be treated as deposits of the client.
- ▶ Financial Instruments held directly by the client, e.g. units in an investment fund held in the client's name;

- ▶ Assets received relating to unregulated activities, such as direct property holding or property syndicates. Only assets related to MiFID regulated activities are subject to the MiFID Regulations;
- ▶ Where a client sends a cheque or payment to Bank of Ireland Private, for the purposes of investing in a product with another member of the Bank of Ireland Group or a third party, and where the payment is made payable to that other party and Bank of Ireland Private merely transmits the cheque or payment to that party.

In addition, client assets will cease to be client assets (and the MiFID Regulations will cease to apply) where:

- ▶ Bank of Ireland Private pays / transfers the assets to the client directly or into the client's nominated account (e.g. client's bank account);
- ▶ Bank of Ireland Private pays / transfers the assets to a third party on the client's written instruction and where these are no longer under Bank of Ireland Private's control.

## Risks associated with Client Asset accounts

Where you have given your prior written consent, your Client Assets will be held in a pooled account, meaning that the assets will be included with other clients' assets which are separately identifiable from the assets of Bank of Ireland Private. This means that Client Assets are held as part of a common pool of assets, so clients do not have a claim against a specific sum in a specific account; the client's claim is against the client asset pool in general.

In the event of failure of a credit institution, Client Funds deposited with that credit institution will be exposed to the same risks as other depositors of the credit institution and clients of Bank of Ireland Private may lose their funds. In the event of failure of a custodian, Client Financial Instruments held with the custodian are ring fenced from creditors of the custodian, but may not be accessible for a period of time and may be subject to liquidation expenses.

Appointed custodians of Bank of Ireland Private may use sub-custodians to hold Client Assets. Bank of Ireland Private carries out prior and ongoing due diligence on the credit institutions and custodians with which it holds Client Assets to assess that they are at all times capable of providing the services required and to assess the risk of default. Factors in the assessment include

- ▶ the regulatory regime and jurisdiction in which they operate
- ▶ the financial stability and credit ratings of the organisation
- ▶ the operational capabilities of the organisation and the ability to provide the services required
- ▶ their business continuity plans
- ▶ the risk governance structure.

As detailed further under the relevant sub-headings below, Bank of Ireland Private may hold certain Client Assets with custodians including Northern Trust Fiduciary Services (Ireland) Limited, Georges Court, 54-62 Townsend Street, Dublin 2 ("Northern Trust") or The Northern Trust International Banking Corporation, 3 Second Street, Harborside Financial Center Plaza 10, Suite 1401, Jersey City, NJ 07311-3988, USA ("Northern Trust International"). There is a risk that in the event of default, liquidation, bankruptcy or insolvency of Northern Trust and/or Northern Trust International or other appointed custodian that the liquidator, receiver or other authorised official may not recognise the designation of the segregated pooled accounts in which your assets will be held as client asset accounts, or that acknowledgement of such designation may be delayed, with the result that Bank of Ireland Private may face a delay or restriction on its ability to control your assets, or your access to, or your ability to ultimately recover some or all of your assets.

Sometimes, such as where Client Funds are held with Northern Trust International, Client Assets may be held outside Ireland. The legal and regulatory regime applicable may be different to that of Ireland and the rights of the client relating to the client's assets may differ accordingly. In the event of a default of such a sub-custodian or other relevant entity, the Client Assets may be treated differently from the position which would apply if the Client Assets were held by an eligible custodian in Ireland.

Bank of Ireland Private does not accept any liability for any action or omission by, or in the event of default, liquidation, bankruptcy or insolvency of Northern Trust, Northern Trust International or any other appointed custodian or any other parties holding client assets on your behalf.

### **Controls in place to mitigate risks**

Bank of Ireland Private has controls in place to mitigate risks to Client Assets. A summary of these controls are as follows:

1. Client assets are kept separate from the assets of the Bank of Ireland.
2. Client assets are maintained in clearly designated client asset accounts. Only client assets are kept in these accounts. Client assets are clearly identifiable in the records of Bank of Ireland Private and in the records of third parties.
3. Robust account opening arrangements are in place to ensure that client asset accounts are set up correctly.
4. Where Bank of Ireland Private transacts on client assets, it will only act in accordance with the instructions and authority granted by the client or as required by law or court order.
5. All client asset accounts are regularly reconciled by Bank of Ireland Private.

6. Appropriate records are maintained in respect of the amounts held in client asset accounts and ownership of same.
7. A daily check is completed by Bank of Ireland Private where Client Funds are held with Northern Trust International to confirm it is holding sufficient funds in its Client Funds accounts to cover amounts owed to clients.

Bank of Ireland Private's arrangements for the holding of client assets are subject to an annual external audit review.

### **Specific provisions applicable to Client Financial Instruments (Investment Business only)**

All Financial Instruments belonging to clients are held with one or more Irish regulated custodians, including but not limited to Northern Trust. Northern Trust is regulated by the Central Bank of Ireland and its website is [www.northerntrust.com](http://www.northerntrust.com).

No such custodian shall exercise any right of set-off or counterclaim against Financial Instruments of the client in the client asset account in respect of any sum owed to it, except to the extent of any charges relating to the administration or safekeeping of the Financial Instruments of the client or where the client has failed to settle a transaction by its due settlement date.

Where Financial Instruments of the client are not registered in the name of the client, these shall be registered in the name of an eligible nominee of the custodian or Bank of Ireland Private. Where an eligible nominee or Bank of Ireland Private is the registered holder of the Financial Instrument of the client, the client remains the beneficial owner of those Financial Instruments. Client Financial Instruments will be registered in the name of an eligible nominee with the client's prior written consent.

### **Specific provisions applicable to Client Funds (Investment Business only)**

Bank of Ireland Private may, where disclosed in offering documents of the relevant product, hold Client Funds with Northern Trust International. Northern Trust International is a US-domiciled and regulated bank, regulated by the Federal Reserve Board of the United States of America. It is the international banking arm of Northern Trust which provides custody and administration services. Where client funds are held in an entity regulated outside the European Economic Area, the legal and regulatory regime applicable may be different to that of Ireland and the rights of the client relating to the client's assets may differ accordingly. Client Funds held with Northern Trust International will not be covered by either the Irish Deposit Guarantee Scheme or the US Federal Deposit Insurance Corporation.

Client Funds will be held in a non-interest bearing account, unless advised otherwise, or interest earned (or where negative interest rates apply, payable) will

be retained or paid, as appropriate, by Bank of Ireland Private. Unless otherwise advised in the relevant offering documents of the relevant product, client assets will be held in pooled accounts.

## Deposit Guarantee Scheme

Please see the Terms of Business for the Governor and Company of Bank of Ireland.

## Your rights

In the event of default by the Bank, you may exercise any legal rights available to you whether arising from contact or by operation of law.

## Regulatory Reporting

In line with the MiFID Regulations and other applicable laws or regulations, we will provide details of certain transactions entered into by you, which we are required to report, to national competent authorities or make public in accordance with the MiFID Regulations and MIFIR. You acknowledge and agree that we are required to disclose such information and that all such information held by us shall be our sole and exclusive property. A list of such transactions entered into by you is available on request.

You agree to provide us with all information we may reasonably require for the purpose of complying with our legal and regulatory obligations and acknowledge that we reserve the right not to enter into any transactions with you until we are in receipt of such information. You agree to inform us if you are aware or become aware of any change to the information provided to us.

## Complaints

Please see the Terms of Business for the Governor and Company of Bank of Ireland.

## Investor Compensation Scheme

Please see the Terms of Business for the Governor and Company of Bank of Ireland.

## Data Protection

Please see the Terms of Business for the Governor and Company of Bank of Ireland.

## Notices

Any notice to be given by you or us shall, subject to any express provision in these terms be given or notified in writing and shall be posted or delivered or sent by electronic transmission. Any notice given by post will be deemed to be given five Business Days after posting and any notice given by delivery, or electronic transmission will be deemed given upon delivery or transmission (as the case may be). In proving service of notice, it shall be sufficient to prove in the case of delivery by post that the correct communication details were affixed and in the case of delivery by facsimile or electronic transmission that it was delivered to the correct destination.

All notices shall be deemed correct, conclusive and binding on you unless objection in writing is received by us within five Business Days of receipt thereof by you. Our current contact details are shown within this document unless we inform you otherwise. We will assume that your address is that shown on your account opening documentation unless you inform us otherwise in writing.

## Assignment

These Terms shall be for the benefit of and binding upon us both and our respective successors and assignees. You shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under these terms or any interest in these terms, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void.

## No Waiver

The rights and remedies provided under this document are cumulative and additional to and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under these terms (including any transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

## Severability

If at any time, any provision of these terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these terms nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

## Third Party Rights

A person who is not a party to these terms has no right to enforce any of these terms.

## Entire Agreement

Save where the transaction is also subject to separate documentation (including such documentation referred to in clause 10), these terms supersede any previous written or oral agreement between the parties in relation to the matters dealt with in these terms and contain the entire agreement between the parties relating to the subject matter of these terms at the date hereof.

## Governing Law

These terms are governed by and shall be construed in accordance with the laws of the Republic of Ireland. The Irish courts are to have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with these terms for which purpose you irrevocably submit to the jurisdiction of the Irish courts and you waive any objection to proceedings in any court on the grounds of inconvenient forum.

The submission made in this Clause shall not prevent us, in our absolute discretion, from taking proceedings in the courts of any other country, which may have jurisdiction.





## RISK WARNINGS & DISCLAIMERS

While great care has been taken in its preparation, this document is of a general nature and should not be relied on in relation to a specific issue without taking financial, insurance or other professional advice. If any conflict arises between this document and the policy conditions, the policy conditions will prevail.

Bank of Ireland Private believes any information contained in this document to be accurate, but Bank of Ireland Private does not warrant its accuracy and accepts no responsibility whatsoever for any loss or damage caused by any act or omission made as a result of the information contained in this document. Any investment, trading or hedging decision of a party will be based on their own judgment and not upon any views expressed by Bank of Ireland Private. You should obtain independent professional advice before making any investment decision. Any expression of opinion reflects current opinions of Bank of Ireland Private as at February 2018. Any opinion expressed (including estimates and forecasts) may be subject to change without notice. This publication is based on information available as at February 2018.

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Contact your Private Client Manager for further information.

## Bank of Ireland Private

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Galway

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Fax +353 91 565 437

32 South Mall,  
Cork

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Legal Information: Bank of Ireland – The Governor and Company of the Bank of Ireland, incorporated by charter in Ireland with Limited Liability. Bank of Ireland is a tied agent of New Ireland Assurance Company plc, trading as New Ireland Assurance or Bank of Ireland Life, for life assurance and pensions business. Bank of Ireland trading as Bank of Ireland Private is regulated by the Central Bank of Ireland. “Bank of Ireland Private” are each registered business names of Bank of Ireland. Bank of Ireland also operates under other trading names that will be detailed in the terms and conditions that concern the relevant product or service. Bank of Ireland is a member of Bank of Ireland Group. Registered number C-1. Registered Office and Head Office: Bank of Ireland, 40 Mespil Road, Dublin 4.