



Terms of Business

Document ID
COMP-2026-001



Legal Name: Frank Lenny Financial Services Limited.

Trading Name(s): Lenny Financial.

Business Addresses:

- Mortgage House, 66 South William Street, Dublin 2. D02FT51.
- No. 98, Main Street, Bray, Co. Wicklow. A98 A2W6.

Company Registration No.: 310795

Central Bank Firm Code: C7494

Directors: Michael Lenny QFA CUG CUC (Managing).

Document ID: COMP-2026-001

Effective Date: March 24th, 2026.

These terms of business set out the basis on which Frank Lenny Financial Services Ltd. T/A Lenny Financial will provide business services to you as a client of the firm. Please take a few minutes to read through these and if you have any questions, we will be happy to answer them.

The full name address and contact details are set out above, and on our website.

Authorisation with the Central Bank of Ireland.

Frank Lenny Financial Services Limited T/A Lenny Financial is registered as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018.

We are a Mortgage Credit Intermediary/Mortgage Intermediary authorised pursuant to Section 31(10) of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and Section 151A (1) of the Consumer Credit Act 1995. Copies of our regulatory authorisations as available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 01 224 6000 or alternatively view our credentials on their website at [Financial Services Provider](#).

Codes of Conduct.

Our firm is subject to the Central Bank of Ireland's Consumer Protection Code, Minimum Competency Code and Fitness and Probity Standards. These codes offer protection to consumers and can be found on the Central Bank website at www.centralbank.ie

Frank Lenny Financial Services Ltd. T/A Lenny Financial is regulated by the Central Bank of Ireland. Registered in the Republic of Ireland. Reg no. 310795. Registered Office; Mortgage House, 66 South William Street, Dublin D02 FT51. A private company limited by shares and having a share capital. Managing Director: Michael Lenny QFA CUG CUC.

Electronic Signatures.

We may suggest that you sign documentation by electronic signature and/or we may do so and by entering into these terms of business you agree to this. We will provide you with copies of documents to sign via electronic signature software. You should be aware that an electronic signature is legally binding in the same way as a handwritten signature.

Service Areas.

Mortgages

The firm can provide advice on and arrange mortgage products through our appointments with a range of lenders. The firm provides mortgage advice on a fair analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs). We will need to collect sufficient information from you before we can offer any advice on housing loans.

This is due to the fact that a key issue in relation to mortgage advice is affordability. Such information should be produced promptly upon our request.

Due to the level of time involved in advising on and arranging a mortgage we can only accept applications as follows:

Customer Type	Minimum mortgage being sought
Mortgage Switcher (<i>New or Existing</i>).	No minimum
First Time Buyer	€150,000
Mover (<i>Second Time Buyer</i>)	€150,000
Buy To Let Mortgage	€150,000
Self -Build	€300,000

Life, Pensions & Investments.

The firm provides life assurance, pensions and insurance-based investment products on a limited analysis basis. Lenny Financial holds written appointments with a number of insurance undertakings and product providers; however, Lenny Financial has selected one preferred product provider, Irish Life Assurance plc for life insurance plans (including life assurance, specified illness cover, income protection, unit linked savings, investments, and pension plans), tracker bonds, and Personal Retirement Savings Accounts (PRSAs). Analysis of the market will therefore be limited to products provided by Irish Life Assurance plc except in circumstances where Irish Life does not provide a suitable product for your needs, in which case Lenny Financial will analyse products provided by other insurance companies with whom we have an agency. These are as follows:

- Royal London
- Aviva
- Zurich Life
- New Ireland
- Standard 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 policies 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,

In relation to permanent health insurance policies, it is our policy to 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.

When providing advice on insurance-based investment products we do not consider the adverse impacts of investment decisions on sustainability. The firm will review this approach at least annually. Ongoing suitability assessments of investment products forms part of our service to clients. This means that on at least an annual basis we will revisit our previous recommendations to assess if they remain suitable for you, taking into account any changes in your requirements that we have recorded through our regular interaction of that you have notified to us.

It is in your best interests that you review, on a regular basis, the investment products we have arranged for you. As your circumstances change, your needs will change which may result in you holding inappropriate investment products.

General Insurance (Personal & Commercial General Insurance).

The firm provides general insurance on a limited analysis basis (providing services on the basis of a limited number of contracts and product producers available on the market). We provide advice on general insurance products from the following product providers:

- Allianz plc
- Aviva Insurance Europe SE

Remuneration policies/disclosure.

Mortgages

The firm receives commissions at a rate of up to 1% of the value of the amount borrowed, on funded mortgages, from the mortgage providers we have agencies with.

We reserve the right to charge a fee for arranging a residential mortgage where there are unusual or complex features. In cases where a charge may be applied, we will agree this and the amount of the fee with you in advance of providing the service.

Life Assurance & Investments

In respect of life assurance the firm is remunerated by commission paid by the insurance companies we have agencies with when we arrange products with them on your behalf.

Details of the commission we will receive will be included in our statement of suitability.

Summary details of these payments will be included in a CIN (**customer information notice**), which you are legally entitled to receive before an application for a product is completed, and full details will be included with your cooling off letter.

General Insurance

The firm receives commission (at inception and renewal) of up to 17.5% of the annual premium.



Details of our commission arrangements are shown on our website at www.Lennyfinancial.ie

Conflict of Interest

It is the policy of the firm to avoid any conflict of interest when providing services. However, when an unavoidable conflict arises, we will advise you of this in writing. If you have not been made aware of any such conflict you are entitled to assume that none arises.

Third Party Referrals.

Occasionally clients inquire whether Lenny Financial is in a position to recommend another provider for services associated with a house purchase that we cannot provide. If so, requested we try to assist by giving the name(s) of service provider(s) we are familiar with. Please note that in providing a referral to a third party neither the firm nor its agents are making any determination whatsoever as to the suitability of the provider. We have no commercial relationship or referral agreements in place with any of the third parties we may refer clients to, and the firm accepts no liability whatsoever for the conduct, quality of work and/ or suitability of those third parties should our clients wish to engage them.

Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. In particular, without limitation of the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client.

Product providers 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.

Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

Termination

You may terminate these arrangements at any time by giving us written notice which will be effective on receipt by us. Any fees paid to us prior to termination will not be refundable in these circumstances, and you must immediately pay any sums owing to us including outstanding fees. We may terminate these arrangements by giving you written notice at any time which will be effective 5 days from the date of the notice.

Our firm's core values include treating our clients with courtesy and respect at all times, and we expect that our staff will be afforded the same courtesy and respect. We reserve the right to



terminate a client relationship with immediate effect in the event of abuse, bullying or intimidation of our staff in the course of a mortgage application or any other business transaction.

The firm expects that clients who engage with our services fully disclose any/all material facts relating to the transaction in question. If, during the course of an application, any material change(s) come to light, we expect these to be disclosed to us immediately. Should this not happen, the firm reserves the right to terminate the transaction(s) in question.

Fees

We are primarily remunerated by commission paid by product providers,

Where we charge fees, we endeavour to charge reasonable fees for solid advice and strong service. These fees are listed below however any change to these fees will be discussed with you and agreed in writing in advance, by both parties. Also, where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below.

At Lenny Financial, we endeavour to charge reasonable fees for solid advice and strong service. These fees are listed below however any change to these fees will be discussed with you and agreed in writing in advance, by both parties. Also, where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below.

Initial Consultation

We do not charge a fee for an initial introductory meeting with prospective new client(s).

It may be possible to switch mortgage providers during the lifetime of your mortgage. If and when that happens, under our lifetime mortgage switching service, Lenny Financial will assist you with your application in that process and shall not charge you any fee for our assistance (subject to the absence of any unusual or extenuating circumstances). Please note that you may still be liable for fees charged by third parties, such as conveyancing fees to be paid to the relevant legal advisors.



Full Cover/ Protection Review.

Where a client(s) asks us to review their current financial protection coverage, and to then make a recommendation on same, the firm will charge a fee of €750.

Life Assurance, Pensions & Investments.

Where we receive commission from a product provider and charge a fee we do not offset the commission against the fee. A fee is only charged in unusual circumstances, where additional consultancy services are requested, and only when agreed in writing in advance. In such a situation the fee charged will be €150 per hour, or part thereof.

Data Protection

The firm complies with the requirements of the General Data Protection Regulation 2016 and the Irish Data Protection Act 2018.

The data which you provide to us will be held on a computer database for the purpose of arranging transactions on your behalf. 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 and Data Protection policy. We would also like to keep you informed of mortgage, insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement, which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call. If you would like to receive such marketing information, please complete the permission statements contained in the Terms of Business acknowledgment letter attached.

Where Clients have supplied us with documents in relation to a mortgage application, or other service, and subsequently do not proceed, we will endeavour to return these documents to them in a timely fashion. Alternatively, where we have had difficulty in contacting them, we will destroy the documents, after a period of six weeks.

You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at info@franklenny.com if you have any concerns about your personal data.

A copy of our Data Privacy Notice is on our website.

Compensation Scheme

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We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd., see below for details.

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.

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 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.

We are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

Complaints Procedure

The firm has a written procedure for the handling of complaints. Any complaint that you may have in relation to business services provided should be made verbally or preferably in writing to us, addressed to Michael Lenny, outlining the nature of your complaint. Any such complaint will be recorded and acknowledged within 5 business days. Any complaint received will be fully investigated by the firm and a full response will be provided to you. We must issue a final response within 40 business days and an update of our progress in that regard after 20 business days. If you are dissatisfied with our handling of, or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman. The Financial Services and Pensions



Ombudsman is a statutory officer who deals independently with unresolved complaints from consumers about their individual dealings with financial services providers. It is a free service to the complainant. Further details relating to the Financial Services and Pensions Ombudsman, including how to make a complaint, are available at www.fspo.ie, by telephone on Lo-Call Number: 1890 88 20 90, or by writing to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

A copy of our Complaints Procedure is on our website.

Receipts

Lenny Financial will issue receipts for each payment received for a financial product or service and these should be retained in a safe place.

Disclosure of Information

In entering into or renewing an insurance policy (e.g. such as a proposal form for life assurance, serious illness covers or home insurance) you are required to answer all questions posed by us or the insurer in a proposal form honestly and with reasonable care. 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. Failure to disclose a material circumstance in response to questions asked may entitle an insurer to void the policy from inception and in this event any claims under the policy would not be paid; impose different terms on your cover; and/or reduce the amount of any claim payable.

These terms of business are valid from the **24 March 2026** until further notice.