

# LIFE INSURANCE ASSOCIATION IRELAND LIMITED



The professional association for those  
who give and support financial advice

## MEMBERSHIP TERMS AND CONDITIONS

1. These Terms and Conditions are between you and Life Insurance Association Ireland Limited (“LIA”) and are governed by Irish law. By entering into a business relationship with LIA (becoming a member) you agree to be legally bound by and accept all the terms within these Terms and Conditions. Please take the time to read these terms carefully and only proceed with the business relationship if you are fully satisfied with the contents herein.
  
2. You acknowledge and confirm that:
  - you or your company has not been adjudged bankrupt or insolvent or compounded with your creditors, and you will advise us immediately if such a situation arises whilst you are a member of LIA;
  - you have not had an agency cancelled or refused, and you will advise us immediately if this happens whilst you are a member of LIA; and
  - you will uphold LIA’s Code of Ethics.

3. In respect of CPD Members ONLY you acknowledge and confirm that:
  - you have read, understood and agree to be bound by the current version of the Continuing Professional Development (“CPD”) guidelines and the continuing obligations pertaining thereto;
  - if you allow your membership of LIA to lapse and/or if you fail to comply with annual CPD requirements, your CPD Member status may be removed; and
  - you are a ‘grandfathered’ accredited individual in the category of retail financial product(s) as advised and you certify that you have complied with the Financial Regulator’s Minimum Competency Requirements, in relation to CPD, to the end of the year prior to joining (where applicable) the LIA CPD Membership Scheme.
  
4. In respect of QFA, QFA FLIA, and CUA Members ONLY you acknowledge and confirm that:
  - you have read, understood and agree to be bound by the current version of the Continuing Professional Development (“CPD”) guidelines (QFA CPD Guidelines or CUA CPD Guidelines as appropriate) and the continuing obligations pertaining thereto;
  - if you allow your membership of LIA to lapse and/or if you fail to comply with annual CPD requirements you may lose your designation; and
  - in the event of losing your LIA designation (i.e. QFA, QFA FLIA, and CUA) by any means (lapsing of LIA membership, non-compliance with CPD requirements, etc) you have the responsibility of reporting this to your employer.
  
5. Where membership and or designation certificates have been issued the certificate(s) remain(s) the property of LIA and should your membership lapse, be suspended or if you fail to comply with the requirements for the designation, you are required to return the certificate(s) to LIA.

6. Correspondence may be sent to the postal and/or email address you have provided to us. If you provide us with your email address you consent to us corresponding with you through this medium. It is your responsibility to ensure that we have your correct postal and email address. Please update us immediately should your details change.
7. Our website [www.lia.ie](http://www.lia.ie) may contain links or references to other websites not operated or maintained by us. You acknowledge and agree that we and our affiliates, agents, assignees, related third parties and/or group companies are not responsible for the content of these linked websites or for any loss or damage arising due to you directly or indirectly accessing them, including breaches to your privacy rights.
8. By using our service online, you acknowledge and agree that instructions transmitted via this medium are considered to have originated from you once your login details have been used. It is your responsibility to keep these details safe and secure and to only disseminate them to those who you wish to have access to your personal data.
9. Due to its nature, the risks arising from using the internet are higher than may arise elsewhere. By entering into a business relationship with LIA you acknowledge these increased risks. We assume no responsibility for any error or omission on our website [www.lia.ie](http://www.lia.ie) or associated linked websites. We further accept no liability and you agree not to hold us liable for any computer virus or similar which may corrupt your computer through the use of our website or associated linked websites.
10. Our business relationship may be terminated by either of us in writing (or over other medium) including but not limited to email and/or telephone. You accept and acknowledge that there is no refund of membership fees upon termination.

## **Privacy Statement**

11. Personal data which is provided by you will be treated by us with the highest standards of security, confidentiality and in accordance with the provisions of the Data Protection Acts, 1988 and 2003 as may be amended or replaced from time to time.
  
12. This Privacy Statement is designed to tell you about LIA's practices regarding collection, use, and disclosure of your personal data. By accepting these Terms and Conditions you consent to LIA collecting, using and disclosing your personal data to third parties including but not limited to: its agents; its affiliates; other educational bodies; its assignees; your employer (past, present and/or future); LIA website; and regulatory and/or governmental bodies.
  
13. LIA may further disclose your personal data in order to comply with its own legal, regulatory and compliance obligations.
  
14. We may transfer your data to jurisdictions outside the European Economic Area which may not have data protection laws and/or regulations equivalent to that in Ireland and the European Union.
  
15. To ensure that your personal data is accurate, current and complete, please contact us in writing or at [queries@lia.ie](mailto:queries@lia.ie) if the data we hold about you is inaccurate or changes from time to time. We will take appropriate steps to update or correct such data in our possession, or to delete your data from our contact list. You are specifically obliged and accept full responsibility to notify us immediately of any changes to the data we hold about you.
  
16. In accordance with the Data Protection Acts 1988 and 2003 (hereinafter referred to as the "Act") LIA will retain your data for no longer than is necessary.

17. You are entitled to copies of your data held by us. Requests should be made in writing to the Data Protection Officer, LIA, 183 Kimmage Road West, Dublin 12, Ireland. Please quote your name, address, date of birth and membership number on such correspondence. We may charge a small administrative fee to complete such a request which is determined by the Data Protection Commissioner from time to time.
  
18. Our website [www.lia.ie](http://www.lia.ie) may contain links or references to other websites and in these cases our Terms and Conditions do not apply. We encourage you to read the terms and conditions, privacy statement and others policies of every website you visit.
  
19. LIA may change these Terms and Conditions from time to time. We will display our most current terms and conditions on our website and you are advised to review these on our website from time to time.

### **General Internet Information and Disclosures**

20. As you navigate through our website, certain anonymous information can be passively collected (that is, gathered without you actively providing the information) using various technologies, such as cookies, internet tags or web beacons, and navigational data collection (log files and server logs). Your internet browser automatically transmits to our website some of this anonymous information, such as the URL of the website you just came from and the Internet Protocol ("IP") address and the browser version your computer is currently using. You may set your browser to notify you when a cookie is sent or to refuse cookies altogether, but certain features of this website might not work without cookies.

This website may use and combine such passively collected anonymous information to provide better service to website visitors, customise the website based on your preferences, compile and analyse statistics and trends and otherwise administer and improve the website for your use. Such information is not combined with personally identifiable information collected elsewhere on the website unless disclosed to you.

A “Cookie” is information that a website sends to your web browser that helps the website remember information about you and your preferences.

A “Session” cookie is temporary information that is used to improve navigation, block visitors from providing information where inappropriate (the website "remembers" previous entries of age or country of origin that were outside the specified parameters and blocks subsequent changes) and collect aggregate statistical information on the website. They are erased once you exit your web browser or otherwise turn off your computer.

A “Persistent” cookie is permanent information that is placed on the hard drive of your computer and remains there unless you delete the cookie. Persistent cookies store information on your computer for a number of purposes, such as retrieving certain information you have previously provided (such as passwords), helping to determine what areas of the website visitors find most valuable, and customising the website based on your preferences on an ongoing basis. Persistent cookies placed by our website on your computer may hold personally identifiable information if you are a member of LIA. Otherwise, our website's server only knows that an unidentified visitor with your cookie has returned to the website.

You can set your browser to accept all cookies, to reject all cookies, or to notify you whenever a cookie is offered so that you can decide each time whether to accept it.

An “IP” address is a number assigned to your computer by your internet service provider so you can access the internet and is generally considered to be non personally identifiable information, because in most cases an IP address is dynamic (changing each time you connect to the internet) rather than static (unique to a particular user's computer). The IP address can be used to diagnose problems with a server, report aggregate information, determine the quickest route for your computer to use in connecting to a website, and administer and improve the website.

“Internet Tags” are smaller than cookies and notify the website server with information such as the IP address and browser type related to the visitor's computer. Tags may be placed both on online advertisements that bring people to the website and on different pages of the website. Such tags indicate how many times a page is opened and the information consulted.

“Navigational Data” is used for system management, to improve the content of the website, for market research purposes and to communicate information to visitors to the website.

21. Except as otherwise stated, we may use information collected via our website to improve the content of our website, to customise the website to your preferences, to communicate information to you (if you have requested it), for our marketing and research purposes, and for any other purpose specified. In addition, we may make full use of all information acquired through this website that is not in personally identifiable form.
22. We take reasonable steps to protect your personal data as you transmit it to our website and to protect such data from loss, misuse, unauthorised access, disclosure, alteration, or destruction. You should be mindful that no internet transmission is ever completely secure or error free. In particular email sent to or from websites may not be secure.
23. LIA has a registered office at 183 Kimmage Road West, Dublin 12, Ireland with company registration number 205360.