

## TERMS AND CONDITIONS

*Effective 1<sup>st</sup> April 2023*

These Terms and Conditions are between you and Life Insurance Association Ireland CLG (trading as LIA) and are governed by our Constitution. By entering into a 'business relationship' with LIA (setting up an account on our website) you agree to be legally bound by and accept 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.

1. If you hold any LIA designation(s) (e.g. QFA, QFA FLIA, APA, CUA, CUG, CUC, RPA, PTP, SIA, FPRA), if you are applying for your first LIA designation, or if you are a Grandfathered individual (as recognised by the Central Bank of Ireland) you acknowledge and confirm that:
  - you will participate fully in the relevant Continuing Professional Development (CPD) scheme and have read, understood and agree to be always bound by the [scheme requirements](#) and
  - You will maintain your membership of LIA.
2. If you allow your membership to lapse and/or if you fail to comply with your annual CPD requirements, your Membership status and/or Designation(s) may be removed.
3. In the event of losing an LIA designation and/or (in the case of Grandfathers) CPD Member status you have the responsibility of reporting this to your employer (although LIA may provide such information to your employer for the purposes of your employer complying with the Central Bank's Minimum Competency Code). You will also no longer appear on LIA's Register of Accredited Members.
4. Where membership and or designation certificates have been issued, the certificate(s) remain(s) the property of LIA and should your membership lapse, or if you fail to comply with the CPD requirements for the designation, you are required to return the certificate(s) to LIA.
5. 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 at all times. Please update us immediately should your details change (via [queries@lia.ie](mailto:queries@lia.ie) or by telephone). Alternatively, you can change/update your details yourself using the 'Update your profile' button on your dashboard in the members area of our website.
6. LIA takes your right to privacy very seriously. Your data is processed in line with our Privacy Policy. Please take time to read this in conjunction with these Terms and Conditions.
7. LIA will not disclose any of your personally identifiable information unless it is necessary and we have a legal basis for doing so. We will only ever share the minimum amount of data necessary for the purposes of the processing being carried out by a third party, and we have strict processing agreements in place with any third party with whom your data is shared, to ensure the security and confidentiality of your information. Your data will only ever be shared in a secured format e.g. via VPN, secure cloud, encryption etc. We ensure that we have appropriate contracts in place to secure your personal data when sharing same. Examples of those we may share your data with include:
  - Our course partners; when a module you have enrolled on with us is delivered by one of our course partners (e.g. ATU Sligo and/or The Insurance Institute of Ireland) we will share only the information necessary for the module to be delivered to you as required by our contract with our partner.
  - Your employer; for your employer to be/remains compliant with Central Bank regulations, we may share details of your exam enrolments, results, your designation status, details of LIA qualifications

you hold and information relating to your CPD record in performing our contractual obligations to them.

- The Central Bank; if requested by the Central Bank we will share information relating to your designation and CPD records for regulatory purposes in adhering to regulatory requirements.

We will share with other third parties only when necessary, including postage fulfilment companies, our IT partners and cloud hosts based on our legitimate interests in effectively administering our business and in performance of our contractual obligations to you and others.

We do not transfer your personal data outside of the EU/EEA, save for the purposes of invigilation of online exams, should you choose to avail of this service. One of the partners we work with for this service collects and transfers some of your data to the United States. It has Standard Contractual Clauses in place with US companies used, which is recognised by the European Commission as providing adequate protection to the personal data of European citizens and in compliance with Article 45 of the GDPR.

8. In order to maintain compliance with our obligations under the GDPR, when LIA has been put on notice that you have left your company, we will send you an email allowing 14 days for you to update your company details. In circumstances where you fail to update your company details, and following our notification, LIA will delete the company details on your profile. This is in the interest of complying with our data protection obligations to keep your information up to date.
9. 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.
10. By using our services 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.
11. The learning resources provided by LIA are designed specifically to enhance students' learning experience and to help them prepare for their exam(s). External/non-LIA training and resources are outside of LIA's control and LIA does not accept liability for misinformation or inaccuracies from such 3rd party providers.
12. 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.
13. 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.
14. Any fees paid to LIA (e.g. for module registration, event registration, membership, etc) are non-refundable and non-transferable.
15. If you wish to defer your examination to a future sitting, you must complete a module deferral application form and submit relevant supporting documentation to support the deferral. You will be required to pay an examination re-registration fee if applicable.

16. If you wish to withdraw from the Postgraduate Diploma in Financial Planning programme you must complete a Level 9 Programme Withdrawal application form and submit relevant supporting documentation to support your withdrawal. The following refund rules apply in the event of a withdrawal:
- On or before 3 weeks from the official registration close-off date for the programme – 100% refund of fees paid.
  - On or after 3 weeks from the official registration close-off date for the programme – No refund of fees paid.
17. If you have a complaint, please email [queries@lia.ie](mailto:queries@lia.ie) and your complaint will be passed to the relevant person and will be dealt with as quickly and efficiently as possible.
18. 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.