

## **Terms of Business**

These Terms of Business applicable from 20/11/2023 set out the general terms under which O'Leary Financial Planning will provide business services to you and the respective duties and responsibilities of both us 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 & Codes of Conduct**

O'Leary Insurances Life & Pensions (Galway) Ltd trading as O'Leary Financial Planning is regulated by the Central Bank of Ireland as an Investment Business Firm under Section 10 of the Investment Intermediaries Act 1995 (as amended) and as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. Copies of our regulatory authorisations are available on request.

We are subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. The Central Bank of Ireland holds registers of regulated firms. These Codes offer protection to consumers and can be found on the Central Bank of Ireland website. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to check their register for our credentials and these codes, our Central Bank registration number is C11237.

### **Our Services**

O'Leary Financial Planning is a member of Brokers Ireland.

Our principal business is to provide advice & arrange transactions on behalf of clients in relation to Financial Services products and services. The scope of our authorisation covers financial planning products including Investments & savings, Pre & Post Retirement Planning, Life Insurance, Business Protection & Family Protection. On your behalf we will carry out a fair & personal analysis of the market available to us; taking account of a sufficiently large number of Insurers /Product Producers to enable us to make a professional recommendation to meet your requirements.

We act solely in the best interests of our clients at all times & pride ourselves in building lasting professional client relationships. Our firm does not have a 'tied' relationship with any institution. We offer our clients an extensive choice of suitable products that best serve their needs & circumstances.

A Full lists of product producers with which we deal with are listed below:

Aviva Life & Pensions Ireland  
BCP Asset Management DAC  
Blackbee Investments Limited  
Cantor Fitzgerald Ireland Limited  
Connexim  
Greenman Investments  
Independent Trustee Company Limited  
Irish Life Assurance plc  
J & E Davy  
KBC Bank Ireland plc  
New Ireland Assurance Company plc  
Phoenix  
The Royal London Insurance DAC  
Standard Life Assurance Ltd  
Wealth Options  
Zurich Life Assurance plc

We provide our services based on the product selection from the Companies we have agencies with & recommend the product that, in our professional opinion, is best suited to your own needs & objectives. On receipt of your instructions we will transmit orders on your behalf to one or more Insurers/Product Producers with whom we hold a written appointment.

### **Fair and Personal Analysis**

The concept of fair & personal analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance and/or a specialist area. The number of contracts & providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service & their relative importance in & share of that market. The extent of fair analysis must be such that could reasonably be expected of a professional conducting business, taking into account the accessibility of information & product placement to intermediaries and the cost of the search.

In order to ensure that the number of contracts & providers is sufficiently large to constitute a fair & personal analysis of the market, we will consider the following criteria:

- the needs of the customer,
- the size of the customer order,
- the number of providers in the market that deal with brokers,
- the market share of each of those providers,
- the number of relevant products available from each provider,
- the availability of information about the products,
- the quality of the product and service provided by the provider,
- cost, and

- any other relevant consideration.

## **Investment Intermediary Services**

We are remunerated by commission for our investment intermediary services. We are also remunerated by commission for the advice we provide on our insurance-based investment products.

## **Life & Pensions/ Deposits & Life Wrapped Investments**

We provide life assurance & pensions on a fair & personal analysis basis i.e. providing services on the basis of a sufficiently large number of contracts & product producers available in the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

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 & we will explain to you the various restrictions, conditions & exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature & brochures to ensure that you understand the nature of the policy cover, especially in relation to income protection & serious illness policies where we will explain clearly to you the restrictions, conditions & general exclusions that attach to that policy.

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

## **Sustainable Finance Disclosure Regulation ('SFDR')**

This EU Regulation is effective 10 March 2021. As the area of the SFDR is new and evolving without sufficient information being currently available, we do not currently assess in detail the adverse impact of investment decisions on suitability when providing investment or insurance advice.

The key product providers with which we engage have developed responsible investment as part of their investment philosophies and sustainability policies. However, detailed information on specific fund recommendations we recommend is not always available.

As further information on the approach being taken by product providers, and their internal/external fund managers, becomes available over the course of the next year, we anticipate reviewing these areas in our assessment.

## **Statement of Charges**

O'Leary Financial Planning is remunerated by commission & other payments from product producers on the completion of your business. Where we receive recurring commission, this forms part of the remuneration for ongoing service on your business.

You may choose to pay in full for our services by means of a fee which would be agreed with us in advance. We reserve the right to charge additional fees if the number of hours relating to on-going advice/ assistance exceeds 2 hrs.

## ***Sustainability Factors- Investments/IBIPs/Pension Advice***

When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider.

In certain circumstances it will be necessary to charge a fee for services provided. These are listed below. In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance & agree the scale of fees to be charged if different from fees outlined below. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

Fees may be payable for complex cases or to reflect value, specialist skills or urgency or you may choose to pay in full for our service by fee for insurance & pension products. In any case we will give an estimate of the rate in advance of providing you with our services. If we receive commission from a product producer this may be offset against the fee which we charge. This will be agreed in advance, where relevant.

Staff Category	Professional Fee/Hourly Rate
Director/Associate Director/ Senior Consultant	€250 per hour
Support Staff	€125 per hour

Where the commission is greater than the fee due, the commission will become the amount payable to the intermediary unless an arrangement to the contrary is made.

A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to O'Leary Financial Planning which it has agreed with product producers is available on their website - [www.olearys.ie](http://www.olearys.ie).

## **Cooling Off Period**

You have the right to withdraw from a protection/pension/ investment product with a life company, without reason, within 30 days of the start date of a policy, known as 'cooling-off' period. This must be exercised by you in writing to the relevant life assurance company. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover.

Notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right to cancel does not apply where, in respect of life insurance the contract is for a duration of six months or less, or in respect of general insurance, the duration of the contract is less than one month.

The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

### **Ongoing Suitability**

O'Leary Financial Planning's services does not include ongoing suitability assessments unless otherwise stated in the Statement of Suitability. However, to ensure the continued suitability of the product or service you availed of we recommend that you review this with us on an annual basis.

### **Handling Clients' Money**

We recommend that all cheques or negotiable instruments are made payable to the appropriate Product Provider for Life, Pensions and Investment business. We will accept payments in circumstances permitted under Section 25(g) of the Investment Intermediaries Act, 1995, i.e. where the money represents premiums in respect of either a renewal of a policy which has been invited by an insurance undertaking, or a proposal accepted by an insurance undertaking. Every effort is made to ensure that clients' money is transmitted to the appropriate Product Provider without delay. We are not authorised to accept cash or negotiable instruments in any other circumstances.

We shall issue a receipt for each payment received pursuant to Section 30 Investment Intermediaries Act, 1995 and under the Consumer Protection Code 2012. These receipts are issued with your protection in mind and should be stored safely.

The acceptance by O'Leary Financial Planning of a completed proposal DOES NOT in itself constitute the effecting of a policy. It is only when the Insurer confirms the policy is in place that your policy is live.

### **Regular Reviews**

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. You must inform us immediately of any changes which may affect the services provided by us or the cover provided by your policy & request a review of the relevant policy so that we can ensure that you are provided with up to date advice & products best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review may result in you having insufficient insurance cover and/or inappropriate investments.

### **Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments**

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 1st September 2021 alters consumers duty of disclosure:

- You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer'. Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and

circumspect, taking into account social, cultural and linguistic factors.

- 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.

An insurer may repudiate liability or limit the amount paid on foot of the contract of insurance, only if it establishes that non-disclosure of material information was an effective cause of the insurer entering into the relevant contract of insurance and on the terms on which it did.

### **Completed proposal forms**

Completed proposal forms 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.

### **Conflicts of interest**

It is the policy of O'Leary Financial Planning to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises we will advise and agree with you of this in writing before providing you with any service. As per above we receive payment from Product Producers for your business. A full copy of our conflicts of interest policy is available on request.

### **Default on payments by clients**

O'Leary Financial Planning will exercise its legal rights to receive payments due to it from clients (fees) for services provided.

Product producers may withdraw benefits or cover in the event of default on payments due under products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

### **Complaints**

A full copy of our complaints procedure is available on request. Complaints may be made in writing, by email, by telephone or in person, however it would be preferable that any complaints are made in writing. We will acknowledge your complaint in writing within 5 business days & we will fully investigate it. The complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint was made. On completion of our investigation, we will provide you with a written report of the outcome. Please send all complaints to Mary Burke, O'Leary Financial Planning, Liosban Business Park, Tuam Road, Galway.

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 & Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Lo call 1890 882090, Tel 01 567 700, info@fspoi.ie.

### **Anti Money Laundering**

All Anti Money Laundering verification checks are a requirement under the Criminal Justice (Money Laundering &

Terrorism Financing) Act 2010 (as amended) and regulations pursuant thereof.

### **Data Protection**

O’Leary Financial Planning is subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

O’Leary Financial Planning is committed to protecting & respecting your privacy. We wish to be transparent on how we process your data & 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.

Our staff & support service providers will use your personal information to offer advice on suitable products, service your business on an ongoing basis, monitor service for quality control purposes, or as otherwise required by law. For these purposes we may share your contact details & other relevant information with product providers & our support service providers, for the purpose of providing you with appropriate advice.

The data will be processed only in ways compatible with the purposes for which it was given & as outlined in our Data Privacy Notice - Please refer to our website (<http://www.olearys.ie/compliance/>), if this medium is not suitable we will ensure you can easily receive a copy by; post or email. Please contact us at [dataprotectionoffice@olearys.ie](mailto:dataprotectionoffice@olearys.ie) if you have any concerns about your personal data or call us on 091 778678.

We would also like to offer you products & services which we think may be of interest to you. Therefore, we would like your consent so that we may contact you by letter, email, mobile/landline, SMS text. You have the right to ask us not to send you marketing information at any time.

### **Post-Contract Stage and Claims**

An insurer may refuse a claim made by a consumer under a contract of insurance where there is a change in the risk insured, including as described in an “alteration of risk” clause, & the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

Any clause in a contract of insurance that refers to a “material change” will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the contracting parties when the contract was concluded.

The consumer must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest & reasonably careful manner & must notify the insurer of the occurrence of an insured event in a reasonable time.

The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

**Last Updated: 20/11/2023**

If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. (The insurer is under the same duty).

If the consumer makes a false or misleading claim in any material respect (& knows it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay & to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they must notify the consumer advising that they are avoiding the contract of insurance. It will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, & the insurer is under no obligation to return any of the premiums paid under the contract.

### **Compensation Scheme**

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

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme & the payment of compensation to eligible investors (as defined in the Act) to the extent of 90% of an investor’s net loss or €20,000 whichever is the lesser & is recognised as being eligible for compensation.

Compensation may be payable where money or investment instruments owed or belonging to clients & held, administered or managed by the firm cannot be returned to those clients for the time being & 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; & 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; & to the extent that the client’s loss is recognised for the purposes of the Act. For further information, contact the Investor Compensation Company Ltd on (01) 224 4955.

### **Brokers Ireland Compensation Fund**

We are also members of the Brokers Ireland Compensation Fund. 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 a client of the member. Further details are available on request.

### **Governing Law and Business Succession**

These Terms of Business shall be governed by & construed in all respects according to the laws of the Republic of Ireland & will be deemed to cover any successors in business to O’Leary Financial Planning.



O'Leary Financial Planning, Liosban Business Park, Tuam Road, Galway  
Tel: 091 778678 | Email: [advice@olearys.ie](mailto:advice@olearys.ie) | [www.olearys.ie](http://www.olearys.ie)

## Terms of Business Acknowledgement Letter

Terms of Business Effective Date: \_\_\_/\_\_\_/\_\_\_

Client Name(s):

### O'Leary Financial Planning

**Status:** O'Leary Insurances Life & Pensions (Galway) Ltd T/A O'Leary Financial Planning is regulated by the Central Bank of Ireland

### Terms of Business

Attached are the Company's Terms of Business, which outlines the basis on which we provide services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you & will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you.

Customer(s) Signature: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

## Consent to Contact

Here at O'Leary Financial Planning we take your data protection seriously & will only use your data as discussed with you in our Privacy Notice.

However, we may wish to contact you from time to time in relation to other products & services, including but not limited to events, offers, competitions & any other services provided by us which we think may be of interest to you including financial planning, life & pensions, investments & savings, children's education funding, estate planning, business protection & other financial services. You may unsubscribe at any time. Please TICK the boxes below as appropriate:

I would like to receive communication about new products and services from:

O'Leary Financial Planning

O'Leary Insurances (Galway) Ltd

Agreed methods of contact:

Email \_\_\_\_\_

Please do not contact me

Phone/Mobile

SMS

Post

Customer(s) Signature: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

O'Leary Life & Pensions (Galway) Ltd trading as O'Leary Financial Planning is regulated by the Central Bank of Ireland. Liosban Business Park, Tuam Road, Galway H91 AK8V Tel: 091 778678 Email: [advice@olearys.ie](mailto:advice@olearys.ie) Website: [olearys.ie](http://olearys.ie)  
Registered in Ireland, Company registration No. 320878 Registered office: as above