Aidan Staunton
Financial Advisor

Rathcoole Premier Office Centre
Main Street, Rathcoole, Co. Dublin
t: +353 1 458 7576
f: +353 1 458 7244
m: +353 87 2867310

www.clearfinancial.ie

Terms of Business Effective Date 1st October 2018

Insert Client(s) Name(s) _____

_____

Status
Aidan Staunton is regulated by the Central Bank of Ireland and is a self- employed agent of MB Planning Limited t/a Clear Financial.

Terms of Business
Attached are my Terms of Business, which outline the basis on which I provide services to my 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 and will remain in force until further notice. Should I make any material changes to the Terms, I will advise you in advance of providing any further services to you.

Privacy Policy

I take your privacy seriously and will only use your data as discussed with you in the privacy statement.

However, from time to time I would like to *contact you with details of other insurance products, investment products, competitions, and any other services provided by me or associated companies and those companies that Clear Financial hold referrals arrangements with, namely Richardson Insurance Solutions Limited.

If you consent to us contacting you for this purpose
please tick to say how you would like us to contact you:
Post ☐ Email ☐ Telephone ☐ Text message

I agree ☐

Customer Signature ……
* Even if you do subscribe now you can always unsubscribe at any time

Yours Sincerely,

Aidan Staunton

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Terms of Business

These Terms of Business set out the general terms under which I will provide business services to you and the respective duties and responsibilities of both you and I in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries I will be happy to clarify them. If any material changes are made to these terms I will notify you.

Authorisation with the Central Bank of Ireland
I am regulated by the Central Bank of Ireland as an Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations 2018. Copies of my regulatory authorisation is available on request.

The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify my credentials.

Codes of Conduct
I am subject to the Consumer Protection Code, Minimum Competency Code and Fitness and Probity Standards which offer protection to consumers. These codes can be found on the Central Bank of Ireland website www.centralbank.ie.

My Services
I am a self-employed agent of MB Planning Ltd, T/A Clear Financial, Rathcoole Premier Office Centre, Rathcoole, Co. Dublin.

As an insurance intermediary, my principal business is to provide advice and arrange transactions on behalf of clients in relation to life insurance and pensions products. The range of services that I provide is based on the products offered by the product producers from whom a written letter of appointment is held by Clear Financial. A list of those product producers is available on request.

Other Investment Business Services
In accordance with the Investment Intermediaries Act 1995, Clear Financial take full and unconditional responsibility for any investment business services (including investment advice) provided by me, other than services relating to insurance products. I am remunerated by commission for this business. Clear Financials' Terms of Business apply to any investment business services provided by me (other than insurance services). A copy of Clear Financials' Statement of Authorised Status is available on request.

Please note that I offer advice on a limited analysis basis for certain investment products offered by investment firms regulated under the MiFID Regulations Regulations through my Clear Financial agency. A list of these product providers is available on request.

Life & Pensions/Life Wrapped Investments
I act as an Insurance Broker which means that the principal regulated activities are provided on the basis of a fair and personal analysis on the market. I provide life assurance, pensions and investments on a fair and personal analysis basis, i.e. on the basis of a sufficiently large number of products and product producers available on the market through my agency with Clear Financial. This enables me to make a recommendation, in accordance with professional criteria, regarding products that are appropriate to my clients' needs. A list of product Providers with whom Clear Financial have agencies is available on request.

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Fair & Personal Analysis

The concept of fair and personal analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/ or a specialist area. The number of contracts and 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 and their relative importance in and 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 and product placement to intermediaries and the cost of the search.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair and 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.

I will provide assistance to you for any queries you may have in relation to any policies that I recommend or arrange for you or in the event of a claim during the life of the policy and I 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, including key features documents, and terms & conditions to ensure that you understand the nature of the policy cover; particularly in relation to PHI and serious illness policies.

Specifically on the subject of permanent health insurance policies it is my 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, I will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

Non-Disclosure of Information

It is important to note that a failure to disclose material, correct, or complete information on a Proposal Form or Statement of Fact may result in an insurer rejecting a claim. Please note it is essential to make full disclosure of relevant facts, including:

(a) your medical details or history; and

(b) any previous insurance claims made by you for the type of insurance sought.

Failure to disclose all information may result in;

(i) Your policy being cancelled and/or

(ii) Claims not being paid.

Therefore, it is your responsibility to read and check that the information recorded on a Proposal Form or Statement of Fact is correct and if there are any errors you must notify us immediately. Otherwise, it will be taken that the information shown has been recorded correctly. Any failure to disclose material information may invalidate your claim and render your policy void.

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Regular Reviews
It is in your best interest that the products which I have arranged for you are reviewed on a regular basis. As your circumstances change, your needs will change. You should advise me of those changes and request a review of the relevant policy or investment so that I can ensure that you are provided with up to date advice and products best suited to your needs. Failure to contact me in relation to changes in your circumstances or failure to request a review, may result in you having insufficient insurance cover.

Ongoing Suitability
Investments
My services do not include ongoing suitability assessments.

Insurance based Investment Products
My services do not include ongoing suitability assessments.

Data Protection

I am subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

I am committed to protecting and respecting your privacy. I wish to be transparent on how I process your data and show you that I am accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data which you provide to me will be held on a computer database and paper files 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 Clear Financials' Data Privacy Notice (a copy of which has been provided to you with the Terms of Business).

I would also like to keep you informed of 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. I would like to contact you by way of letter, email or telephone call. If you would like to receive to receive such marketing information, please complete the permission statements contained in the Terms of Business acknowledgement letter attached. I will ensure that Clear Finanical's Privacy Notice is easily assessible. Please refer to the website www.clearfinancial.ie, if this medium is not suitable, I will ensure you can easily receive a copy by hard copy.

Please contact me at admin@clearfinancial.ie should you have any concerns about your personal data. Please refer to www.clearfinancial.ie for Privacy Notice.

Compensation Scheme
I am a member 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 I am 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 me cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of me 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 I am not in a position to return client money or investment instruments owned or belonging to my clients; 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 lesser of: a) 90% of the

LIA
The professional association for those who give and support financial advice
Clear Financial
PIBA
Irish Brokers association

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amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or b) Compensation of up to €20,000. For further information, contact the Investor Compensation Company Ltd. at (01) 2244955.

Commission and charges

Clear Financial is remunerated by commission and other payments from product producers on completion of business. I receive a share of this commission from Clear Financial. These payments are taken into account in the quotation and/or a customer information notice that will be provided to you. Before completion of your application it is important that you read this information and that you understand the details contained. If in any doubt, please ask me. Full details will be included in the policy/investment documents issued by the product provider when your policy or investment is in force. Where recurring commission is received, this forms part of the remuneration for the initial advice provided.

I reserve the right in certain circumstances to charge a fee. The standard hourly fee will be capped at a maximum of €350 per hour. If I receive commission from a product producer, this may be offset against the fee which we will charge you. Where the commission is greater that than the fee due, the commission may become the amount payable to the firm unless an arrangement to the contrary is made.

Default/Non-payment by client

Should a customer default on a payment due to me, my legal right to pursue such payment will be exercised. Reimbursement will be sought for all payments made to insurers on behalf of clients where I acted in good faith in renewing a policy of insurance for the client. A product provider may withdraw benefits or cover in the event of default on payments due under a policy of insurance or other product. Details of such circumstances are contained in the policy terms and conditions of the product provider and issued to each client.

Conflicts of interest

One of the products available to clients through my agency with Clear Financial is the Solar 21and its subsidiary companies' renewable energy investment, which can be arranged via a pension structure or direct cash investment. Solar 21 does not provide financial advice directly to clients; this service is provided by Clear Financial, appointed agents of Clear Financial and other appointed agents of Solar 21. Michael Bradley is 100% shareholder in Clear Financial and Solar 21. Clear Financial provides some administrative services to Solar 21. Commission is payable from Clear Financial on such sales. A copy of the policy is available on request.

By signing below you acknowledge that you are aware of this shared ownership and that you still want to proceed with any recommended transactions. It is my policy to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises I will advise you of this in writing before providing you with any service. At all times I endeavor to act to the best advantage of my customers in recommending the most suitable solution to each individual need.

Referral Arrangement

Clear Financial has entered into a Referral Arrangement for general business only with Richardson Insurance Solutions Limited T/A Richardson Insurances and Richardson Insurance Financial Services (RIS). RIS is regulated by the Central Bank of Ireland. In the event that you would like us to refer your contact details to RIS for general business only, please complete the relevant section on our data privacy consent and we will arrange for this to be done and RIS will contact you. Should you take out a general insurance product/policy via RIS as a result of our referral, please note a referral fee will be payable to Clear Financial and its self employed agents and details of this are available on request.

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Complaints

I have an appropriate Complaint Handling procedure in place. Whilst I am happy to receive verbal complaints, it would be preferable that any complaints are made in writing. I will acknowledge your complaint in writing within 5 business days and I will fully investigate it. I shall investigate the complaint as swiftly as possible, and 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 is made. On completion of our investigation, I will provide you with a written report of the outcome. In the event that you are still dissatisfied with my handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO), Lincoln House, Lincoln Place, Dublin 2 Tel: (01) 567 7000 Web:www.fspo.ie A full copy of my complaints procedure is available on request

These Terms of Business are valid with effect from 1st October 2018 until further notice.

Client Acknowledgement

I acknowledge that I have been provided with a copy of the Terms of Business of Aidan Staunton and confirm that I have read and understand them.

Signed: _____ Date: / /

Signed: _____ Date: / /