Rathcoole Premier Office Centre
Main Street, Rathcoole, Co. Dublin, D24 K519

t: +353 1 458 7576
f: +353 1 458 7244

www.clearfinancial.ie

Terms of Business Effective Date 1st September 2020

Insert Client(s) Name(s) _____

_____

MB Planning Limited t/a Clear Financial

Status
MB Planning Limited t/a Clear Financial ('the Company') is regulated by the Central Bank of Ireland.

Terms of Business
Attached are the Company's Terms of Business, which outline 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 and 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.

Privacy Policy
Here at Clear Financial we take your privacy seriously and will only use your data as discussed with you in our privacy statement.

However, from time to time we would like to *contact you with details of other insurance products, investment products, competitions, and any other services provided by us or associated companies.

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 (s) _____ _____

*Even if you do subscribe now you can always unsubscribe at any time.

Yours Sincerely,

Michael Bradley
Managing Director

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MB Planning Ltd. T/A Clear Financial
Terms of Business Letter

Clear Financial
Rathcoole Premier
Office Centre
Main St., Rathcoole,
Co. Dublin

Telephone: 1 4587576

Fax: 01 4587244

Website: www.clearfinancial.ie

Clear Financial Services
These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm 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 with the Central Bank of Ireland
MB Planning Limited t/a Clear Financial (Ref 98750) is regulated by the Central Bank of Ireland as an Insurance Intermediary under the Investment Intermediaries Act 1995 and registered as a Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. Copies of our regulatory authorisations are 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 our credentials.

Codes of Conduct
Clear Financial is 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.

Our Services
Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life insurance, pensions and investments. The range of services that Clear Financial provides is based on the products offered by the product producers from whom a written letter of appointment is held. A list of the product producers with which Clear Financial holds an agency appointment is available on request.

As an Investment Intermediary and an Insurance Intermediary, we receive and transmit orders in relation to:

- Listed shares and bonds:
- Collective investments;
- Tracker Bonds;
- Insurance policies and
- Personal Retirement Saving Accounts (PRSAs)

Life & Pensions/Life Wrapped Investments
MB Planning Ltd. T/A Clear Financial acts as a Broker which means that the principal regulated activities of the firm are provided on the basis of a fair and personal analysis on the market. MB Planning Limited t/a Clear Financial provides 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 to enable us to make a recommendation, in accordance with professional criteria, regarding products that are appropriate to our clients' needs.

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Fair and 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.

A list of Product Providers is available on request.

We will provide assistance to you for any queries you may have in relation to any policies or investments that we recommend or arrange for you or in the event of a claim during the life of the policy or investment 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/investment 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 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.

Investment Intermediary Services
Please note that we offer advice on a limited analysis basis for certain investment products offered by investment firms regulated under Mifid Regulations. A list of these product providers is available on request. We are remunerated by commission for our investment intermediary services.

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.

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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.

Regular Reviews
It is in your best interest that the products which we have arranged for you are reviewed on a regular basis. As your circumstances change, your needs will change. You should advise us of those changes and request a review of the relevant policy or investment so that we can ensure that you are provided with up to date advice and 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.

Ongoing Suitability

Investments *(IIA firms providing Article 3 services)*
Our services does not include ongoing suitability assessments.

Insurance based Investment Products
Our services does not include ongoing suitability assessments.

Data Protection
MB Planning Limited t/a Clear Financial is subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

MB Planning Limited t/a Clear Financial is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and 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.

The data which you provide to us 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 our Data Privacy Notice (a copy of which has been provided to you with the Terms of Business).

We may need to collect sensitive personal information relating to you or anyone to be named on your policy or residing in your household to process your application. It is your responsibility to ensure that you have obtained the permission of that person to allow us to process their sensitive personal data as part of your application and to explain our Data Protection policy to them.

We 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. We 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. We will ensure that our Privacy Notice is easily assessible. Please refer to our website www.clearfinancial.ie, if this medium is not suitable, we will ensure you can easily receive a copy by hard copy.

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

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

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 lesser of: a) 90% of the 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.

Brokers Ireland Compensation Fund Ltd
As a member of Brokers Ireland, MB planning Ltd t/a Clear Financial is also a member 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 any client of the member. Further details are available on request.

MB Planning Limited t/a Clear Financial does not guarantee or make representations in respect of and expressly disclaims responsibility for the financial condition of Product Producers with whom it places business. We will not indemnify clients in respect of the failure of any Product Producer.

Commission and charges
Clear Financial is remunerated by commission and other payments from product producers on completion of business. A summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which have agreed with product providers is available in our office or on our website – www.clearfinancial.ie . Further details may be included in the policy/investment documents issued by the product provider when your policy or investment is in force. Where we receive recurring commission, this forms part of the remuneration for the initial advice provided.

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We 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 we 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.

Cooling off period

A consumer (as defined by SI No 853 of 2004 - Distance Marketing Directive) has the right to withdraw from an insurance policy (as defined under SI No 853 of 2004) within 14 days of the start date of the policy (except in the case of travel policies whose operative period is for one month or less) without penalty and without giving any reason. This is known as the cooling off period. In the case of Life and Pension Products that cooling off period is extended to 30 days. The right of withdrawal may be exercised by notice in writing to (name of broker)l, quoting your policy number provided that no claim or adjustment has been made or is intended to be made or no incident has occurred which is likely to give rise to a claim. Should this right be exercised, your insurer may charge for the period you are on cover. Please note that the policy set up charge is nonrefundable if you choose to withdraw from the policy within the cooling off period.

Conflicts of interest

Clear Financial is authorised by the Central Bank of Ireland as an Investment and Insurance Intermediary. The investment products available to clients of Clear Financial include Solar 21 and its subsidiary companies' renewable energy investments, which can be arranged via a pension structure or direct cash investment. Solar 21 and its subsidiary companies do not provide financial advice to clients; advice may be provided by Clear Financial and other appointed agents of the companies.

Michael Bradley is 100% shareholder in Clear Financial and Solar 21. Michael Bradley is a director of Clear Financial, and Solar 21. Clear Financial receives commission for arranging investments in these companies, at rates up to 12% which may exceed the rates payable for arranging investments in other third party products. Clear Financial provide some administrative services to Solar 21.

By signing below you acknowledge that you are aware of these interests and that you still want to proceed with any recommended transactions. At all times Clear Financial endeavours to act to the best advantage of its customers in recommending the most suitable solution to each individual need. It is the policy of of Clear Financial to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises we will advise you of this in writing before providing you with any service. A copy of our conflicts of interest policy is available on request.

Default/Non-payment by client

Should a customer default on a payment due to Clear Financial, the legal right of the company to pursue such payment will be exercised. Reimbursement will be sought for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance

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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.

Complaints
Clear Financial has appropriate Complaint Handling procedures in place. Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. We will acknowledge your complaint in writing within 5 business days and we will fully investigate it. We 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, we will provide you with a written report of the outcome. 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 and Pensions Ombudsman (FSPO), Lincoln House, Lincoln Place, Dublin 2 Tel: (01) 567 7000 Web:www.fspo.ie A full copy of our complaints procedure is available on request.

Consumer Insurance Contract Act 2019
Following the commencement of the Consumer Insurance Contract Act 2019 which was implemented to protect consumers. There is important information that you should be aware of and we are bringing to your attention. There are obligations on you as the consumer and duties that you must fulfil at the various stages of the process of arranging and renewing your Insurance policy. So please read the following information very carefully and if you have any questions please ask a member of our staff.

New Business & Renewal
A consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover. *(This does not affect notice periods already in place, i.e. 30 days in respect of life policies and 14 days in respect of general policies under respective pieces of legislation).*

A consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover.

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.

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, and 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 and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

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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.

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 (and knows it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and 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, and the insurer is under no obligation to return any of the premiums paid under the contract.

These Terms of Business are valid with effect from 1st September 2020 until further notice.

Client Acknowledgement
I acknowledge that I have been provided with a copy of the Terms of Business of Clear Financial and confirm that I have read and understand them.

Signed:_____ Date: / /

Signed:_____ Date: / /