

# Patrick Roche QFA Financial Advisor

Rathcoole Premier Office Centre  
Main Street, Rathcoole, Co. Dublin  
t: +353 1 458 7576  
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e-mail: patrick@clearfinancial.ie  
www.clearfinancial.ie

Patrick Roche is a self-employed agent of Clear Financial.

## Terms of Business Effective Date 1<sup>st</sup> September 2021

Insert Client(s) Name(s) \_\_\_\_\_  
\_\_\_\_\_

### Status:

Patrick Roche 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.

**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,

Patrick Roche

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The professional association for those who give and support financial advice



Aidan O'Leary - Clear Financial



Sanika Chikara - Clear Financial

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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](http://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](http://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 through my Clear Financial agency. A list of these product providers is available on request.

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### **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.

### **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.

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.

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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.

### **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 which may result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to ensure that you are provided with up-to-date advice and products best suited to your needs.

### **Disclosure of Information:**

#### **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 1<sup>st</sup> 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/statement of fact:**

Completed proposal forms or Statements of Facts 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.’

### **Ongoing Suitability:**

Investments - My services do not include ongoing suitability assessments.

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Sanika Chinnai - Clear Financial

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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 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.

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 such marketing information, please complete the permission statements contained in the Terms of Business acknowledgement letter attached. I will ensure that Clear Financials' Privacy Notice is easily accessible. Please refer to the website [www.clearfinancial.ie](http://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](mailto:admin@clearfinancial.ie) should you have any concerns about your personal data. Please refer to [www.clearfinancial.ie](http://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

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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 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.

### **Sustainability Factors:**

When providing advice, I will consider the adverse impact of investment decisions on sustainability. As part of my research and assessment of products, I will examine the Product Providers literature to compare financial products and to make informed investment decisions about ESG products. I will at all times act in the client's best interests and keep clients informed accordingly. The consideration of sustainability risks can impact on the returns of financial products.

### **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 Clear Financial which have been agreed with product providers are available in our office or on our website – [www.clearfinancial.ie](http://www.clearfinancial.ie). I receive a share of this commission from Clear Financial. 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 am remunerated by commission and other payments from product producers. When assessing products, I 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 my analysis for choosing a product provider.

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 than the fee due, the commission may become the amount payable to the firm unless an arrangement to the contrary is made.

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## **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 21 and 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.

## **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](http://www.fspo.ie) A full copy of my complaints procedure is available on request.

## **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), quoting your

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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.

### **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 do not hesitate to ask me.

### **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.

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.

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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 1<sup>st</sup> of September 2021 until further notice.

## Client Acknowledgement:

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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