



Colm Kelly t/a Colm J Kelly Financial Planning

Terms of Business

These terms of business set out the general terms under which the firm (Colm J Kelly Financial Planning) will provide insurance and investment business services to you and the respective duties and responsibilities of both the Firm and you in relation to such services. Please ensure to read these terms thoroughly and if you have any queries, please contact the undersigned who will be happy to clarify.

Authorised & Regulatory Status with the Central Bank of Ireland

Colm Kelly t/a Colm J Kelly Financial Planning is authorised and regulated by the Central Bank of Ireland as an Investment Business Firm/Intermediary under section 10 of the Investment Intermediaries Act, 1995, as amended. The firm is registered as an insurance intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended). Our firm is authorised as a deposit broker. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890777777 or alternatively visit their website on www.centralbank.ie to verify our credentials. Our Central Bank of Ireland Number is 49974. Colm Kelly t/a Colm J Kelly Financial Planning is registered to undertake insurance mediation under the European Union (Insurance Distribution) Regulations 2018.

Codes of Conduct

Our firm is subject to the following codes of conduct issued by the Central Bank of Ireland. These codes offer protection to our clients and all of the codes can be found on the Central Bank website, Consumer Protection Code 2012, Fitness & Probity Standards, Minimum Competency Code 2011 and Handbook of Prudential Requirements for Investment Intermediaries.

Our Services

Our Firm is a Life, Pensions and Investment Broker and a member of Brokers Ireland. Colm Kelly t/a Colm J Kelly Financial Planning holds written appointments with the Life Assurance Companies and Product Producers set out on the list below. We are restricted to only selling products from the product producers set out in the list below. We are authorised to provide advice on deposits on a limited analysis basis.

Life & Pensions

Colm Kelly t/a Colm J Kelly Financial Planning has selected one preferred product producer; Irish Life Assurance plc for Life Assurance plans (including Life Assurance, Specified/serious Illness Cover, Income Protection, unit linked Saving, Investment and Pension Plans, Personal Retirement Savings Accounts (PRSAs). Analysis of the market will be limited to products provided by Irish Life Assurance plc.

While the firm has selected one preferred product producer, this in no way effects at all any existing business that clients have transacted with Colm Kelly t/a Colm J Kelly Financial Planning since the firm was authorised in 2008. This existing business which was placed with the Life Assurance Companies and Product Producers set out on the list below will remain with those individual Life Assurance Companies and Product Producers. This business will continue to be reviewed and serviced by Colm Kelly t/a Colm J Kelly Financial Planning as previously before. Where a specific product requested by any client is not provided or produced by Irish Life Assurance plc, Colm Kelly t/a Colm J Kelly Financial Planning will analyse the Irish market to source that product from the Life Assurance Companies and Product Producers it holds written appointments with as listed out below.

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 policies 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 documents, literature and brochures 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.

Fees & Commission

Our Firm is remunerated by commission/placement fees from the completion of business with the product producers listed below. You may choose to pay in full for our service by means of a fee. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. Colm Kelly t/a Colm J Kelly Financial Planning will receive commission and may receive other payments from the life assurance provider to whom orders are transmitted. Summary details of these payments will be included in a product information document, under the Customer Information Notice section, which you are legally entitled to receive before an application for a product is completed. These payments are included in the charges of your product. Any ongoing commission shown in the Customer Information Notice will be paid to me as long as I continue to be your Financial Adviser. The full details of the commission Colm Kelly t/a Colm J Kelly Financial Planning receives for Life Assurance products (excluding Company Pension products) will be included in your welcome pack which is issued to you. Details of company pension commission are available upon request. In certain circumstances or where a client requests so, we charge a fee for our services. If we do this we will provide you with a written estimate of this in advance of providing any business service. The fees range from €150 per hour to €250 per hour for advisory services and €60 per hour for support staff. If we receive commission from a product provider, 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. Colm Kelly t/a Colm J Kelly Financial Planning acts as a Broker which means that you have the option to pay in full for our services by means of a fee.

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 advise us of those changes and request a review of the relevant policy 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. Therefore, with your agreement, we will review annually all of the policies you take out on to ensure you are kept informed as to their benefit and to check whether they are still suitable for your needs and objectives.

Conflicts of interest

It is the policy of our Firm to avoid conflicts of interest in providing you with insurance and investment business services. If this is not possible, we will notify you as soon as practicable after we become aware of the conflict of interest and you may rest assured that you will be treated fairly where such a conflict is unavoidable.

Default on payments by clients

In the event that premiums to be paid by you are not paid, insurers are entitled to and may cancel cover. It is therefore critical to the continuance of your insurance cover that your premium is paid in full and strictly in line with the insurer's terms. We would refer you to policy documents or product terms for details of such provision. In the event you miss a payment, the insurer will notify you.

In the event that a fee due to us which was agreed in writing in advance of any work undertaken on your behalf is not paid on the completion of this same work for which we are due the agreed fee; we will exercise our legal rights to collect any fees outstanding.

Documentation

We will forward any policies or investment instruments to you. We are required by the Consumer Protection Code (the code) imposed by the Central Bank to state that we will not hold any policies, assets, certificates of title or investment instruments for safe keeping.

Termination

Our services may be terminated without cause or penalty by either us or you upon the giving of one month's written notice of termination to the other or as otherwise agreed. Upon termination, and after all fees, commissions, expenses and other sums properly due being settled or adequately secured to our satisfaction, you will as soon as practicable arrange for all policies or other instruments to be transferred to the agency of another insurance or investment intermediary to be appointed by you. With effect from the date of termination and in the absence of express agreement to the contrary we will have no obligation to perform any further services (whether contained in this agreement or otherwise) for you.

Amendments

Our terms of business as set out in this agreement may change from time to time. We will notify you in writing of any material changes that will apply. Nothing in this agreement can override the Consumer Protection Code.

Duty to disclose information and claims

The following applies in respect of any insurance or assurance cover:

- a) It is your responsibility to provide complete and accurate information for insurers when any insurance/assurance policy is being taken out, throughout the life of that policy and when the insurance is renewed. It is important that you ensure all statements made on proposal form, claim forms and other documents are, to your knowledge and belief, complete and accurate.
- b) Failure to disclose any material information to the insurers could invalidate any insurance cover and could mean that all or part of a claim may not be paid.
- c) It is essential that we are notified immediately of any claims, or circumstances, which could give rise to claim. When you notify us, you must include all material facts concerning the claim. The policy wordings will describe in detail the procedures and conditions in connection with making a claim.
- d) It should be noted that there is no cover for defense costs incurred without Insurer's prior consent.
- e) We must explain to you the consequences of failure to make full and adequate disclosures on the proposal form of your medical details or history.

Email

We may communicate with each other by electronic mail, sometimes attaching further electronic data, where we have each expressed a wish for that to happen. By consenting to this method of communication, we both accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risk of non delivery, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we have reasonable virus checking procedures on our system, you will be responsible for checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and the CJK Financial Planning system shall be deemed the definitive record of electronic communications and documentation.

You should also be aware that the CJK Financial Planning systems security devices block certain file extensions, namely, rar, test, vbs, mpeg, mp3, cmd, cpl, wav, exe, bat, scr, mpq, avi, com, pif, wma, mpa, mpg, emails attaching such files will not get through to us, and no message will be sent to tell you they have been blocked.

Data Protection and Confidentiality

Colm Kelly t/a Colm J Kelly Financial Planning complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. 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. Your data will be passed to the relevant product producers with whom Colm Kelly t/a Colm J Kelly Financial Planning has agencies for the purpose of arranging transactions agreed with you. Your data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice and Data Protection Policy and Procedures. This information will only be used to provide you with business services, to meet any legal and regulatory obligations, and for legitimate business reasons. From time to time, we will send information about other financial products and services, provided by us or associated companies with which we have a formal business arrangement, which we think may be of interest to you. You have the right to ask us not to send you this marketing material and, at any time you can 'opt out' of receiving marketing material. You have a right to see the information that is held on you and you can do this by writing to me at the address given. We 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 Client Acknowledgement Letter. You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR) that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at colm@cjf.ie if you have any queries about your personal data. Our client's personal data is confidential and available only to our firm; we do not pass on client's details to any other firm unless instructed to do so by our client(s). Colm Kelly t/a Colm J Kelly Financial Planning complies with its Data Retention Policy which states that the data you provide to us will be held, on a computer database and paper files, for a further period of seven years from the date on which Colm Kelly t/a Colm J Kelly Financial Planning ceased to provide any product or service to you. At the end of the seven-year period, all data relating to you is destroyed by us and removed from our files (both paper and electronic records).

Governing Law

Colm J Kelly Financial Planning undertakes its activities in accordance with the laws of the Republic of Ireland and any disputes will be governed in accordance with the laws of the Republic of Ireland.

Complaints

Any complaint that you may have in relation to the business services provided should be made in writing to Colm J Kelly Financial Planning outlining the nature of your complaint. All complaints will be acknowledged in writing within 5 business days of the complaint being received. The complaint will be fully investigated by Colm J Kelly Financial Planning and a full response will be provided to you. We will aim to provide this response not later than 40 business days from receipt of your complaint and will provide you with a regular update on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made. In the event that you remain dissatisfied with the firm's handling of and response to your complaint you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman (contact details below).

**Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2.
Phone: 01 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie**

The Criminal Justice (Money Laundering & Terrorist Financing) Act 2010

Colm Kelly t/a Colm J Kelly Financial Planning are required to comply with the legislation in respect of Money Laundering and Terrorist Financing and are therefore required to seek information from all new clients to comply with the provisions of this legislation.

Investor Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Limited. 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 compensation and our Firm is a member of this scheme (reference number 49974). Compensation may be payable where money or investment instruments owed or belonging to clients and held, or in the case of investment instruments, administered or managed by the Firm cannot be returned to those clients for the time being and 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:
90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or compensation of up to €20,000.

For further information you can contact the Investor Compensation Company Ltd on (01) 2244955.

List of Product Producers - Life & Pensions:

Royal London
Custom House Capital Limited
Zurich Life Assurance PLC
Friends First Life Assurance Company Limited
Aviva Life & Pensions Limited
BCP Asset Management Limited
Irish Life Assurance PLC
Merrion Stockbrokers Limited
New Ireland Assurance
Company PLC
Standard Life Assurance
Company
Wealth Options Limited
BESPOKE Investments Limited
Harvest Financial Services
Limited
Independent Trustee Company
(ITC)

Firm Name & Contact Details:

CJK Financial Planning

Contact: Colm Kelly QFA

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Registered in Ireland Number
335670.

Registered office :
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**Terms of Business
effective from the
1st October 2018**