

HENEGHAN

FINANCIAL PLANNING

Terms of Business of Heneghan Financial Planning Limited

These terms of business will remain in force and shall apply to any business service provided to you now or at a future date. Should my firm change any of its business terms at a future date I will advise you at our next meeting.

- The full name and address of the firm is set out on the top of this document.
- Heneghan Financial Planning Limited is authorised and regulated by the Central Bank of Ireland. Central Bank reference number is C505621.
- Heneghan Financial Planning Limited registered to undertake insurance mediation under the European Union (Insurance Distribution) Regulations 2018, as an Investment Business Firm, authorised under Section 10 of the Investment Intermediaries Act, 1995, (as amended) and as a Mortgage Credit Intermediary authorised under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and the Consumer Credit Act 1995. 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. (Our reference number is C505621)
- Heneghan Financial Planning Limited is subject to the Minimum Competency Code and Regulations, the Consumer Protection Code, the Fitness and Probity Standards, and the Handbook of Prudential Requirements for Investment Intermediaries which can be viewed on www.centralbank.ie
- Heneghan Financial Planning Limited offers a range of products and services including life assurance, pensions and investments.
- Heneghan Financial Planning Limited holds written appointments with a number of insurance undertakings, lenders and product producers; however, Heneghan Financial Planning Limited has selected one preferred product producer, Irish Life Assurance plc for life insurance plans (including life assurance, specified illness cover, income protection, unit linked savings, investments, and pension plans), tracker bonds, and Personal Retirement Savings Accounts (PRSAs). Analysis of the market will be limited to products provided by Irish Life Assurance plc. A list of the product producers with which Heneghan Financial Planning Limited holds an agency appointment outlined at the end of this document.
- Heneghan Financial Planning Limited is remunerated by commission and other payments from product producers on the completion of business. A summary of the details of all arrangements for any fee, commission or other rewards or remuneration paid or provided to the intermediary which it has agreed with product producers is available in our office/on our website.

We may receive commission and 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 Heneghan Financial Planning Limited 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 the firm may charge you a fee for the services provided. If we do this, we will provide you with a written estimate of this in advance of providing any business service.

- Heneghan Financial Planning Limited 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 Heneghan Financial Planning Limited 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, telephone call or SMS text message. If you would like to receive such marketing information, please complete the permission statements contained in the Terms of Business Client Acknowledgement Letter attached. 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 ger@heneghanfp.ie if you have any queries about your personal data.
- It is the policy of Heneghan Financial Planning Limited to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this in writing before proceeding to provide any business service. If you have not been advised on any such conflict you are entitled to assume that none arises.
- Heneghan Financial Planning Limited will, if necessary, exercise its legal rights to receive any payments due to it, from clients for business services provided. Irish Life Assurance plc may withdraw benefits on default of payments due under any products arranged for your benefit. Details of these provisions will be included in your product Terms and Conditions.
- Any complaint that you may have in relation to the business services provided should be made in writing to Heneghan Financial Planning Limited 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 Heneghan Financial Planning Limited and a full response will be provided to you as soon as possible. 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

Heneghan Financial Planning Limited, Rusheens, Tuam, Co. Galway
Mobile: 087 113 4203
E-Mail: ger@heneghanfp.ie

- **No consideration of adverse impacts of investment decisions on sustainability factors**

When providing advice, the Heneghan Financial Planning Limited does not consider the adverse impacts of investment decisions on sustainability.

The firm will review this annually and make revisions when and if appropriate.

For investment products, as Heneghan Financial Planning Limited has selected Irish Life as a preferred provider, analysis when choosing a suitable investment product for you will be limited to products provided by Irish Life Assurance plc, therefore Heneghan Financial Planning Limited considers the approach taken by Irish Life Assurance plc in terms of them integrating sustainability risks into their product offering,

- **Investment Products/ Insurance Based Investment Products (IBIPs)**: Ongoing suitability assessments form part of the service to our clients. On an annual basis the firm will carry out a periodic review of suitability.

- **Consumer Insurance Contracts Act 2019**

For the protection of clients, the Act imposes duties on both the client and product providers at pre / post contract stage, as well as in respect of claims handling.

Cooling off Period

Life Insurance Contracts may be cancelled by giving notice in writing to us or the product provider. This “cooling off” period allows 30 days, from the day the product provider send you your plan documents, to change your mind. Should you choose to cancel your plan, all benefits will end, and you will receive a refund for any premiums due. You will only be liable for the cost of the premium for the period of cover already received.

A Savings/Investment contract may be cancelled within 30 days, as above. All benefits will end however, the refund value of your investment will account for any fall in the value of your investment that may have taken place during that 30-day period. You may not get back the full amount invested as the amount refunded is the value on the date of cancellation.

The product provider may withdraw benefits on default of payments due under any products arranged for your benefit. Details of these provisions will be included in your product Terms and Conditions.

Claims

The product provider will handle all claims promptly and fairly.

Any contract with a product provider is issued on the understanding that the information given on the application form and any related document is true and complete. If this is not the case the product provider has the right to cancel the contract of Insurance or refuse payment of any claim made.

If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the product provider is entitled to refuse to pay and to terminate the contract. Where Irish Life Assurance plc becomes aware that a client has made a fraudulent claim, they may notify the client advising that they are voiding the contract of insurance.

The product provider may refuse all liability in respect of any claim made after the date of the fraudulent act and, is under no obligation to return any of the premiums paid under the contract.

Where a product provider cancels the insurance contract, they will repay the balance of any premium due to the client and will provide the reason for cancellation.

Any exclusions of cover will be explicitly advised prior to the commencement of the contract.

It is expected that clients cooperate with the product provider with respect to any investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify them of the occurrence of an insured event in a reasonable time and in accordance with the terms of the contract of insurance.

Should a client become aware, after a claim is made, of information that would either support or prejudice the claim, they have a duty under the Act to disclose it. (The product provider is under the same duty).

Effect of failure to comply with the Act

A court of competent jurisdiction may reduce the amount of benefit paid to you, if you are in breach of your duties under the Act.

- Heneghan Financial Planning Limited is a member of the investor compensation scheme run by the Investor Compensation Company Limited. The scheme provides a way of paying certain investors compensation, subject to the relevant limits, if they suffer financial loss caused by an investment firm being unable to meet its financial obligations (in other words, pay everything it owes). In the event that a right to compensation is established, the amount payable is the lesser of ninety per cent of your loss, which is recognised as being eligible for compensation, or €20,000.

These Terms of Business are effective from **12 October 2023**

Insurance Undertakings

The following are a list of Insurance undertakings and product producers from which letters of appointment are held by Heneghan Financial Planning Ltd

- Irish Life
- Zurich
- New Ireland
- Aviva
- Royal London