



## Terms of Business

---

Updated 4/01/2025

These Terms of Business set out the general terms under which Secure Life Planning Ltd T/A Life Planning 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

Secure Life Planning Ltd T/A Life Planning C515520 is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018 and as an Investment Intermediary authorised under the Investment Intermediaries 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](http://www.centralbank.ie) to verify our credentials.

We have agency agreements with the following companies:

- ☐ Irish Life
- ☐ Standard Life
- ☐ Aviva
- ☐ Zurich
- ☐ New Ireland
- ☐ Royal London
- ☐ Independent Trustee Company
- ☐ Conexim

### Codes of Conduct

Secure Life Planning Ltd T/A Life Planning is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie)

### Our Services

Secure Life Planning Ltd T/A Life Planning is a member of Brokers Ireland.

Our principal business is to conduct a full financial review which can lead to advice and arrange transactions on behalf of clients in relation to life & pensions products. A full list of insurers, product producers and lending agencies with which we deal is available on request. You have the option to pay in full for our services by means of a fee instead of initial commission.

### 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, pension, and/ or investment. 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.



086 8379491



[kellyanne@lifeplanning.ie](mailto:kellyanne@lifeplanning.ie)



[www.lifeplanning.ie](http://www.lifeplanning.ie)

Co. Reg: 739331

Managing Director: Kelly-Anne Quinn

13 The Elms, Dunshaughlin, Co Meath., A85 HE92



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.

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 income protection and specified 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.



086 8379491



kellyanne@lifeplanning.ie



www.lifeplanning.ie

Co. Reg: 739331

Managing Director: Kelly-Anne Quinn

13 The Elms, Dunshaughlin, Co Meath., A85 HE92



### **Schedule of Fees and Charges**

We are remunerated by services we offer in a number of ways:

- By commission earned from Insurers and Product Producers to whose orders are transmitted. Summary details of these payments will be included in the product information document.

And / or

- By you directly in the form of a fee which we will discuss and agree in advance of all transactions

And / or

- You will have the option to pay for the services we provide by way of a combination of commission and fees which we will discuss and agree in advance of all transactions

The cost for a Financial Plan is from €1,000. A booking deposit of €200 is charged on engaging and the balance of the fee is due upon receiving the financial plan document. The annual review fee is €1500 or 0.5% of the assets we manage for you, whichever is higher. Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency.

We will give an estimate of this rate in advance of providing you with services.

In certain cases, an hourly rate is more appropriate. Hourly rates are charged as follows

Advisor Fees: €300 per hour

Support Staff: €120 per hour

Should you not wish to avail of the full Financial Plan and want product based advice.

The cost is €120 per hour with a minimum charge of €480. This can be offset against commission for arranging the product.

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.lifeplanning.ie](http://www.lifeplanning.ie)

### **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.

### **Sustainability Factors – Investment/IBIPs/Pension Advice**

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, we assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation the products proposed/advised on. This means that we assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.



086 8379491



[kellyanne@lifeplanning.ie](mailto:kellyanne@lifeplanning.ie)



[www.lifeplanning.ie](http://www.lifeplanning.ie)

Co. Reg: 739331

Managing Director: Kelly-Anne Quinn

13 The Elms, Dunshaughlin, Co Meath., A85 HE92



We integrate these risks in our advice in the following way:

We will assess your Sustainability Preferences and explain the meaning of Articles 6, 8 and 9 Funds. This will form part of our analysis for choosing a product provider.

We review product provider literature in relation to sustainability risks, we liaise with the providers in relation to any queries in relation to the funds. This information is reviewed by the firm on an ongoing basis.

### Conflicts of interest

It is the policy of our firm 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 full copy of our conflicts of interest policy is available on request.

### Default on payments by clients

We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for services provided. In particular, without limitation to the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client.

Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

### Complaints

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). A full copy of our complaints procedure is available on request.

### Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Secure Life Planning Ltd t/a Life Planning 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.



086 8379491



kellyanne@lifeplanning.ie



www.lifeplanning.ie

Co. Reg: 739331

Managing Director: Kelly-Anne Quinn

13 The Elms, Dunshaughlin, Co Meath., A85 HE92



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, this will be given to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily accessible. Please refer to our website [www.lifeplanning.ie](http://www.lifeplanning.ie) if this medium is not suitable we will ensure you can easily receive a copy by hard copy.

Please contact us at [kellyanne@lifeplanning.ie](mailto:kellyanne@lifeplanning.ie) if you have any concerns about your personal data.

### **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.

You are under a duty to pay your 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 you if you are in breach of your duties under the Act, in proportion to the breach involved.

### **Cancellation of a Contract of Insurance**

If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days after the date you were informed the contract is on cover.

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right to cancel does not apply where, in respect of life insurance the contract is for a duration of six months or less.

### **Post Contract Stage and Claims**

An insurer may refuse a claim made by you 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 both you and the insurer when the contract was concluded.

You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful



086 8379491



[kellyanne@lifeplanning.ie](mailto:kellyanne@lifeplanning.ie)



[www.lifeplanning.ie](http://www.lifeplanning.ie)

Co. Reg: 739331

Managing Director: Kelly-Anne Quinn

13 The Elms, Dunshaughlin, Co Meath., A85 HE92





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

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).

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 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 may notify the consumer advising that they are voiding the contract of insurance, and 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.

#### **Commercial Customers: Non-Consumers Disclosure of Information**

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

#### **Compensation Scheme**

We are members 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 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.



086 8379491



kellyanne@lifeplanning.ie



www.lifeplanning.ie

Co. Reg: 739331

Managing Director: Kelly-Anne Quinn

13 The Elms, Dunshaughlin, Co Meath., A85 HE92



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, contact the Investor Compensation Company Ltd. at (01) 224 4955.

#### **Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC)**

We are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). 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.

---

#### **Client Acknowledgement**

We/I have read the Terms Of Business and confirm they are acceptable

**Client 1 Name:** \_\_\_\_\_

**Client 2 Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

#### **Consent for Marketing**

Please tick each of the boxes to give your consent so the Life Planning may contact you regarding any products that we think may be of interest to you

Email  Text  Letter  Phone



086 8379491



kellyanne@lifeplanning.ie



www.lifeplanning.ie

Co. Reg: 739331

Managing Director: Kelly-Anne Quinn

13 The Elms, Dunshaughlin, Co Meath., A85 HE92