

Terms of Business

Dear

I attach for your information a document setting out the terms under which my firm will provide insurance and investment business services to you.

You should read through this document and if there are any matters on which you require clarification I will be happy to explain the matter in more detail.

These terms 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 in writing in advance of the changes.

Could you please sign the copy of this letter provided as confirmation that you received and understand the terms of business.

CLIENT ACKNOWLEDGEMENT

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of Brosnan Boylan Golden Ltd. and that I/we have read through and understand these terms.

Data Protection and Direct Marketing

I/We confirm having read the paragraphs in relation to Data Protection in the Terms of Business, and consent to Brosnan Boylan Golden Ltd and other companies within the O'Leary Group making contact with us by letter, phone, email, or SMS text, based on the information we have provided to you, in relation to the range of services provided by any of these firms and to the sharing of relevant information as indicated.

If you do not wish to avail of these services, please tick here

Signed: _____

Dated: _____

Signed: _____

Dated: _____

Brosnan Boylan Golden Ltd.
Insurance House
128 Bank Place
Mallow
Cork

Tel: 022 21470

Fax: 022 21237

Email: info@bbg.ie

Website: www.bbg.ie

TERMS OF BUSINESS OF BROSINAN BOYLAN GOLDEN LTD

These Terms of Business set out the basis on which Brosnan Boylan Golden Ltd. will provide business services to you as an individual private client of the firm. Please take a few minutes to read through these and if you have any questions I will be happy to answer them.

- The full name and address of the firm and communication details are set out on the top of this document. Brosnan Boylan Golden Ltd is associated with the O'Leary Insurance Group.
- Brosnan Boylan Golden Ltd. is regulated by the Central Bank of Ireland as an Authorised Advisor under the Investment Intermediary Act of 1995. The firm is also registered with the Central Bank of Ireland as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations, 2005. Copies of our authorisations are available on request. The Central Bank of Ireland hold registers of authorised firms and you may verify our authorisations by contacting the Central Bank of Ireland on 1890 77 77 77. Brosnan Boylan Golden Ltd is subject to the Central Bank's Consumer Protection Code 2012, the Minimum Competency Code, and the Fitness & Probity Standards which offer protection to consumers – these Codes can be found on the Central Bank's website www.centralbank.ie. Brosnan Boylan Golden Ltd does not have a shareholding in any insurer and no insurer holds a shareholding in our firm.
- The services which the firm is authorised to provide are:
 - a) advising you in relation to the nature of each of the products set out below and advising you as to which product is suitable for your needs;
 - b) identifying and selecting a suitable product producer;
 - c) receiving and transmitting orders on your behalf for a product(s) to one or more product producers. A full listing of the product producers with whom we hold written letters of appointment to act as an intermediary is available on request.
- Brosnan Boylan Golden Ltd. provides advice on a fair analysis basis in relation to life assurance products, tracker bonds, Personal Retirement Savings Accounts (PRSA's) and deposits. Insurance policies include life assurance policies, specified serious illness and other protection type policies, pension policies, savings and investment life assurance policies. This means we research the market and provide advice on products available irrespective of whether or not we hold an agency with the product producers.
- It is imperative that any change in your circumstances is notified to us immediately so that we can ensure all of your needs are adequately addressed
- Brosnan Boylan Golden Ltd. may receive commission and other payments from the product producer to whom orders are transmitted. Summary details of these payments will be included, where appropriate, in a product information document which you are legally entitled to receive for life assurance policies before an application for a

product is completed, and if this applies full details will be included with your cooling-off letter. We may also receive override commissions based on the volume of business placed with a provider and we may receive renewal or trail commissions for as long as your policies or investments remain in place – these amounts are used to contribute to the overall costs of running our business.

- Brosnan Boylan Golden Ltd. may also charge you a fee for the services provided. In particular, if we advise on a product from a product producer with whom we do not hold an appointment in writing then we will charge you a fee for our services. This fee will reflect the average level of commissions payable by other product producers for similar types of products. If we do this we will provide you with a written estimate of this in advance of providing any business service.
- It is the policy of the firm 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 of any such conflict you are entitled to assume that none arises.
- Brosnan Boylan Golden Ltd. will, if necessary, exercise its legal right to receive any payments due to it from clients for business services provided by it and, to be reimbursed for any value obtained by the firm for clients arising from payments by the firm on behalf of clients who subsequently default in any payment due to the firm.
- Product producers may withdraw benefits or cover on default of any 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 the firm outlining the nature of your complaint. Any such complaint will be acknowledged within 5 business days. The complaint will be fully investigated by Brosnan Boylan Golden Ltd. and we will aim to resolve the complaint within 40 business days, and where an investigation is ongoing will provide a written update on the progress at intervals of not greater than 20 business days. When the investigation is concluded, a final response will be issued to you regarding the outcome of the investigation, within 5 business days. In the event that you remain dissatisfied with the firm's handling and response to your complaint you are entitled to refer your complaint to Financial Services Ombudsman or Pensions Ombudsman, contact details of which are available on request.
- Brosnan Boylan Golden Ltd. is a member of the Investor Compensation Scheme, which provides certain remedies to eligible clients on default by the firm. The main details of the operation and conditions of the Scheme are detailed hereunder. Your legal rights against the firm are not affected by this scheme.

Investor Compensation Act 1998

Under Section 38 (1) of the Investor Compensation Act, 1998 I wish to draw your attention to the following:

- (a) 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;
- (b) my firm is a member of the compensation scheme;
- (c) 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 my 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;
- (d) a right to compensation will arise only:
 - (a) if the client is an eligible investor as defined in the Act;
 - (b) if it transpires that my firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
 - (c) to the extent that the client's loss is recognised for the purposes of the Act:
- (e) where an entitlement to compensation is established, the compensation payable will be the lesser of:
 - (a) 90 per cent of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1988; **or**
 - (b) compensation of up to €20,000.

Data Protection

The information you provide will remain confidential and may be used for the provision and administration of other financial products. Such information may be disclosed in confidence for these purposes to service providers appointed by Brosnan Boylan Golden Ltd, regulatory bodies and other O'Leary Group companies. This information will be processed and held on our computer and manual record systems.

Please note that the details you are being asked to supply may be used to provide you with information about other products and services from Brosnan Boylan Golden Ltd, other O'Leary Group companies, or other firms with which any member of the O'Leary Group has a formal business relationship.

The fact that you choose not to receive such information will not affect any aspect of the facilities that we provide to you know or in the future.

These Terms of Business are valid from 1st of October 2012 until further notice.