

Frank Glennon (Life & Pensions) Limited



Terms of Business Including Schedule of Fees & Charges

Introduction

These Terms of Business are intended to give you important information concerning our approach to arranging insurances for customers and how we will handle your insurance. Our intention in issuing this document is to establish clearly and concisely with you the basis and extent to which we will provide you with insurance, investment, pensions and consultancy services and to provide you with more general information on our services. If we make a material change to our terms of business, which affects you, we will provide you with details of the change as soon as possible. We are required by the Central Bank of Ireland to give you this document. We would therefore urge you to read this document carefully and use the information to decide if our services are right for you. If you do not wish our relationship to be governed in such a manner you need to advise us in writing before we proceed to arrange the insurance.

This document takes effect for all new customers from the 01st September 2021 and for all existing customers from their policy renewal date falling due on or after the 01st September 2021 or whenever it is received (whichever is the later) and supersedes any Terms of Business that may have been previously issued to you by us. In this document “we”, “us” and “our” means Frank Glennon (Life and Pensions) Limited. Please note that in order to avail of any product or service through Frank Glennon (Life and Pensions) Limited it is a condition that you agree to the terms of these Terms of Business.

1. Our Status

- 1.1. Frank Glennon (Life & Pensions) Limited, trading as “Glennon”, “Glennon Employee Benefits”, and “Glennon Financial Planning”, is a professional firm of Insurance Brokers and Consultants and carries on their business at Charlemont House, Charlemont Place, Dublin 2, E-mail; life-pensions@glennons.ie. We are registered in the Company’s Registration Office under company number 41849 and are a member of the Galesburg Securities Group of Companies.
- 1.2. We are authorised by the Central Bank of Ireland as an Investment Intermediary under the Investment Intermediaries Act, 1995 as amended to provide investment advice, and to receive and transmit orders in relation to Personal Retirement Savings Accounts and we are registered as an Insurance Intermediary under the European Communities (Insurance Distribution) Regulations, 2018, which can be verified on the Insurance Distribution Register, available at www.centralbank.ie.

2. Statutory Codes

- 2.1. We are subject to and comply with the provisions of the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards as laid down by the Central Bank of Ireland. See their website for further details (www.centralbank.ie).

3. Our Services

- 3.1. The services which we will provide are:
 - (a). Advice in relation to the nature of life assurance policies, investment products and pensions and which of these policies, products or pensions are suitable for your needs;
 - (b). Identifying and selecting a suitable Product producer through fair analysis of the market on the basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.
 - (c). In certain market segments:
 - 3.1.c.1. We will perform a limited analysis of the market for instance we might only approach a panel of product producers (a set of product producers selected and reviewed regularly based on a variety of factors); or
 - 3.1.c.2. We may only approach a single product producer and in these circumstances we will advise you of this fact and will not provide any advice to you regarding comparable products;
 - (d). Receiving and transmitting orders on your behalf for a policy, product or pension to one or more product producers; and/or
 - (e). Advice and assistance in processing claims against Product producers under insurance policies, investment products and pensions arranged by us on your behalf.
- 3.2. A list of product producers with which we hold an appointment in writing is available on request.

- 3.3. We place insurance policies, investment products and pensions with product producers licenced and/or approved to underwrite such policies and who are regulated by the Central Bank of Ireland or the Financial Regulator of the country in which they are established.
- 3.4. We do not, in any circumstances, assess, guarantee or otherwise warrant the solvency of any product producer with whom we place such policies, investment products and pensions. As a consequence the suitability of any product producer rests with you. If you have any concerns regarding any product producer chosen to meet your life and pensions requirements you must advise us as soon as possible and we will discuss them with you.

4. Ethical Business Practice

- 4.1. We do not tolerate unethical behaviour either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, rules, regulations and accounting standards.

5. Written Communications

- 5.1. You acknowledge that, to the extent permitted by applicable law, we may communicate with you in respect of your policy, investment product or pensions in electronic form (e.g. by fax, email, SMS or by posting secure notices on our website). You agree that we can communicate and contract with you using electronic means (e.g. by email, SMS, etc.). Should you not wish to communicate or contract with us via electronic means please either tick this box if corresponding by post and return it to the Customer Service Manager, Frank Glennon (Life & Pensions) Limited, Charlemont House, Charlemont Place, Dublin 2, or otherwise email us at life-pensions@glennons.ie and upon receipt of your preference we will continue to send correspondence to you using standard post.
- 5.2. Electronic mail transmission from Glennon is confidential and intended only for the person to whom it is addressed. Should an email be received by you in error please contact us at dataprotection@glennons.ie.
- 5.3. Cover instructions received by Glennon by electronic mail have no validity until confirmed by Glennon.
- 5.4. Any unauthorised form of reproduction of email communication is strictly prohibited.
- 5.5. By engaging in these methods of communication we and you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, 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 virus 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 Glennon system shall be deemed the definitive record of electronic communications and documentation.

6. Website

- 6.1. Our website is www.glennons.ie and while we use reasonable efforts to include accurate and up-to-date information on our website, errors or omissions sometimes occur. To the fullest extent permissible under applicable law, we make no warranties or representations as to the accuracy of the content of our website and under no circumstances, including, but not limited to, negligence, shall we or any party involved in creating, producing, or delivering the website be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on our website.
- 6.2. We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from our website.
- 6.3. We do not guarantee the accuracy, completeness or correctness of any information on our website. You agree that use of the site and its contents is entirely at your risk and to the extent permitted by law, all warranties or conditions that would, but for the terms of this disclaimer, be implied by statute or otherwise, are excluded.

7. **Full Disclosure**
 - 7.1. Where you fall under the definition of a Consumer within the meaning of the Consumer Insurance Contracts Act, 2019 (CICA), which is detailed on the CICA Information page below, which details your obligations under this legislation.
 - 7.2. Where you do not fall under the definition of a Consumer within the meaning of CICA please continue to read this section.
 - 7.3. When seeking a quotation and/or arranging, amending or renewing a policy, product or pension the information you provide must be true in every respect and you must not withhold or misrepresent any material information on an ongoing basis.
 - 7.4. Material information is any information which a product producer would regard as likely to influence their assessment or acceptance of the insurance.
 - 7.5. Failure to disclose all material information may lead to a product producer cancelling your policy, product or pension, refusing to pay a claim, and impacting on your ability to purchase a policy, product or pension in the future.
 - 7.6. If you are in doubt as to whether or not such information is material, you should disclose it or contact Glennon for guidance.
 - 7.7. This information includes, but is not limited to age, occupation, claims, medical details or history.
8. **Change in Circumstances**
 - 8.1. You will advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your policy, product or pension.
9. **Call Recording**
 - 9.1. All telephone calls including outbound calls may be recorded and monitored for regulatory, quality and training purposes.
10. **Client Money**
 - 10.1. We adhere to all regulatory requirements concerning the keeping of client money separate from our own money. We do this by lodgment into a designated 'Client Premium Account'.
 - 10.2. We will treat any balances held by us for you in accordance with our practices. This means that client money will be held separately from our own money. Please note that your money may be transferred to another person or party in another jurisdiction (such as another insurance broker) where such transfer is required in order to carry out services to you.
 - 10.3. We accept payments in cash, by cheques, by electronic fund transfer and by credit / debit card in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995 and under the EU (Insurance Distribution) Regulations, 2018. We are not authorised to accept cash or negotiable instruments in any other circumstances.
 - 10.4. When paying premiums you must specify the policy (or policies), investment products or pensions to which payment applies. In the absence of your specific instructions, we reserve the right to allocate the payment against any outstanding premium.
 - 10.5. In order to protect your interests; when handling client monies we are required by law to act as agent for the product producer. This means when you pay us a premium it is taken as being received by your product producer and when we receive a payment from your product producer to give to you it is not taken as being paid until you receive it.
 - 10.6. When we do act as agent for your product producer you should note that once we have received premium from you we may not be able to return such monies to you without the express consent of your product producer even if you cancel your policy.
11. **Our Remuneration**
 - 11.1. General
 - (a). Any applicable Commission Fee structure will be agreed at the outset.
 - (b). All Commission Fees are subject to annual review.
 - (c). Unless otherwise stated or agreed, all invoiced amounts will be quoted and paid in Euro and will become due and payable 30 days after he have issued an invoice to you.
 - 11.2. All Policies:
 - (a). We may receive Commission from Product Producers with whom we arrange your insurance policy, investment product or pension details of which are available on our website and which will not be offset against any Brokerage Fee we charge either in full or in part.
 - (b). In addition we may also receive additional commission payments from certain Product Producers, which are not subject to any targets on volume or growth; these include profit share arrangements and payments for the provision of additional services to Product Producers.
 - 11.3. For Protection Policies (e.g. Term Life Assurance, Mortgage Protection, Income Protection and similar products), we may also charge you a Commission Fee of up to €350 for setting up and arranging a policy.
 - 11.4. For Employee Benefits, Pensions Consultancy and Administration Services, we may also charge you a Commission Fee for the services provided in accordance with the undernoted Commission Fee scales, which are payable within 30 days of invoice date unless otherwise stated:-
 - (a) General Hourly Rate - These will be assessed on a time recorded basis as follows and are payable by you quarterly in arrears:
 - i. Hourly rate for a Consultant Director €350
 - ii. Hourly rate for a Consultant €275
 - iii. Hourly rate for an Administrator €150
 - (b) Fixed Commission Fee Option (Excluding Personal Retirement Saving Account Schemes) - Subject to prior agreement, we may operate on a fixed Commission Fee basis as follows:
 - i. Basic Establishment Commission Fee: €1,000
 - ii. A fee of up to €2,000 where additional work is required such as vendor assessment, compliance / legal referral
 - iii. Basic Member Set-Up Commission Fee: €500 for each of the first 10 Members or Proposed Member
 - plus €350 for each of the next 15 Members or Proposed Members
 - plus €200 for each of the next 25 Members or Proposed Members
 - plus €150 for each Member or Proposed Member above 50
 - iv. Scheme Maintenance Commission Fees (Payable pro-rata quarterly in arrears to allow for joiners and leavers)
 - €200 for each of the first 50 Members
 - €150 for each Member above 50
 - (c) Fixed Commission Fee Option (Personal Retirement Saving Account Schemes only) - Subject to prior agreement, we may operate on a fixed Commission Fee schedule as follows:
 - i. PRSA Scheme Establishment Commission Fee: €500
 - ii. Basic Member Set-Up Commission Fee: €250 for each member
 - iii. Scheme Maintenance Commission Fees (Payable pro-rata quarterly in arrears to allow for joiners and leavers)
 - €200 for each of the first 50 Members
 - €150 for each Member above 50
 - iv. A minimum fee applies under this section of €1,000
 - 11.5. For Pensions & Investment Business
 - (a) We may receive Management Fees for funds under administration of up to 1.00% paid by investment managers but deducted from your investment funds to cover ongoing advice.
 - (b) We may charge monthly Commission Fees/Retainers payable by standing order which will be agreed in advance and will vary depending on the complexity of the product.
 - 11.6. For assistance with claims and/or resolving problems connected to your Policies or Plan - These will be assessed on a time recorded basis as follows and are payable within 30 days of the invoice date:
 - (a). Hourly rate for a Consultant Director €350
 - (b). Hourly rate for a Consultant €275
 - (c). Hourly rate for an Administrator €150
 - 11.7. We reserve the right to amend these Commission Fees should the complexity of the product or services require a higher Commission Fee. In such circumstances, we will confirm and agree this Commission Fee with you prior to any increased charge being applied.
 - 11.8. Commission and Commission Fees are earned for the period of the contract and we will be entitled to retain all Commission and Commission Fees in respect of the full period of the contract in relation to contracts placed by us.
 - 11.9. It may at times be appropriate (and for your benefit) for us to use other parties such as another insurance broker, wholesale broker, underwriting manager, managing general agent or reinsurance broker. These parties may also earn and retain Commissions for their role in providing products and services to you for which we are not privy.
 - 11.10. In the ordinary course of business we may also receive interest on Client and product producer monies from the date we receive the funds until we settle with those due to receive them. We confirm that we shall retain that interest rather than pay it to you or the product producer (as the case may be).

- 11.11. We reserve the right to recover reasonable travel or subsistence expenses incurred by us where such expenses are incurred wholly and exclusively for the purpose of providing the services to you provided that any request for reimbursement is in the form of a proper invoice accompanied by appropriate receipts.
- 12. Non-Payment of Premium**
- 12.1. Where you fall under the definition of a Consumer within the meaning of the Consumer Insurance Contracts Act, 2019 (CICA), which is detailed on the CICA Information page below, which details your obligations under this legislation.
- 12.2. Where you do not fall under the definition of a Consumer within the meaning of CICA please continue to read this section.
- 12.3. You agree to pay all premiums and other charges on or before the due date as set out in the documentation we issue you.
- 12.4. Should the premium or any instalment of it remain unpaid by the due date, the insurance policy, investment product or pension may be cancelled by your product producer in accordance with any cancellation clause in the policy.
- 13. Over Payment to Glennon**
- 13.1. Where a discrepancy of €2 or less arises between the amount due and the amount actually received to cover your Insurance Policy, Investment Product or Pension and our fees, we shall be entitled to accumulate and donate to a Charity of our choice in a lump sum at the end of each year.
- 14. Proposal Form**
- 14.1. Where you fall under the definition of a Consumer within the meaning of the Consumer Insurance Contracts Act, 2019 (CICA), which is detailed on the CICA Information page below, which details your obligations under this legislation.
- 14.2. Where you do not fall under the definition of a Consumer within the meaning of CICA please continue to read this section.
- 14.3. To accept your contract of insurance, investment product or pension some product producers will require you to complete and sign a Proposal Form, Application Form, Questionnaire or similar document.
- 14.4. This document will form the basis of your contract of insurance, investment product or pension with a Product Producer.
- 14.5. We will advise you in this process but we are not able to complete the document on your behalf save where we pre-populate (either partially or fully) the document based on information provided by you.
- 14.6. In either case, you must review the information in these documents carefully before entering into a contract of insurance and advise us immediately if any of the information requires amendment.
- 15. Statement of Suitability**
- 15.1. For consumers as defined in the Central Bank of Ireland's Consumer Protection Code 2012 prior to providing, arranging or renewing a policy, product or pension, we will issue you a Statement of Suitability which will set out the reasons why the product(s) or service(s) being offered or recommended to you are considered to be suitable for your needs and objectives; personal circumstances; and financial situation based on the information you have provided to us including for policies arranged via our website and with each New Business Quotation and Renewal Invitation Pack.
- 15.2. Where immediate cover is required a Statement of Suitability will be issued immediately after the product or service has been arranged. You must read this statement to satisfy yourself that the cover offered by the product or service selected fully meets your requirements. See the section on Cooling Off Period – Right of Withdrawal in the Consumer Distance Sales Information attached.
- 16. Policies, Investments & Pensions**
- 16.1. Where you fall under the definition of a Consumer within the meaning of the Consumer Insurance Contracts Act, 2019 (CICA), which is detailed on the CICA Information page below, which details your obligations under this legislation.
- 16.2. Where you do not fall under the definition of a Consumer within the meaning of CICA please continue to read this section.
- 16.3. Any insurance policy, investment or pension arranged by Glennon is subject to all the terms, conditions and exclusions of the policy, product or pension of the product producer selected.
- 16.4. It is essential that you read and strictly comply with the terms, conditions, warranties and exclusions in your product producer's insurance policy, investment or pension, which you have been given or which is available on request from us in order to satisfy yourself that the cover offered by the policy meets with your requirements.
- 16.5. Failure to comply with any terms, conditions, warranties and exclusions can invalidate the insurance policy, investment or pension at the option of your product provider.
- 16.6. If for some reason you breach or cannot comply with a term, condition, warranty or exclusion in your insurance policy, investment or pension you should discuss the matter with us immediately.
- 17. Claims**
- 17.1. Where you fall under the definition of a Consumer within the meaning of the Consumer Insurance Contracts Act, 2019 (CICA), which is detailed on the CICA Information page below, which details your obligations under this legislation.
- 17.2. Where you do not fall under the definition of a Consumer within the meaning of CICA please continue to read this section.
- 17.3. You or your representative are responsible for notifying claims or potential circumstances that may give rise to a claim in accordance with your insurance policy, investment or pension contract.
- 17.4. To ensure full protection under your insurance policy, investment or pension you should familiarise yourself with the coverage, conditions or other procedures immediately relating to claims and to the notification of those claims. Failure to adhere to the notification requirements, particularly timing, as set out in the insurance policy, investment or pension documentation, may entitle your product producer to deny your claim.
- 17.5. In presenting a claim it is your responsibility to disclose all facts which are material to the claim. Claims may be made against certain insurance policies, investments or pensions long after they have expired. It is important therefore, that you keep your insurance policy, investment or pension documents in a secure place.
- 17.6. All claims, or any circumstance that may give rise to a claim, should be reported immediately to us. If you are in any doubt as to whether or not a matter should be reported, please contact us and we will be happy to discuss with you.
- 17.7. We will provide a claims broking service to you as long as you remain our client. However, if you cease to be our client but request us to continue to services any claims(s) on your behalf, we reserve the right to charge a specified fee to you for such services.
- 18. Variation**
- 18.1. You agree that we have a right to amend this document by sending you either a notice of amendment in writing or a revised Terms of Business Agreement. Any amendment will apply in respect of any service transaction entered into by us after notice of the amendment is given, and may take effect either immediately or at such later date as the notice may specify. Any such amendment shall not affect any rights or obligations of either of us already accrued.
- 19. Anti - Money Laundering and the Countering of Financing of Terrorism**
- 19.1. All necessary Anti-Money Laundering and the Countering of Financing of Terrorism due diligence checks are undertaken in accordance with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended) and regulations pursuant thereto. These checks where required will be carried out at the inception of your policy, investment or pension and/or in the event of a claim.
- 20. Sanctions**
- 20.1. The sanctions profile of different business (es) may differ on the basis of a number of complex factors, which may include business activity, type of good or product, nationality, ownership, control, and geographical location(s) of the parties involved. As regards the applicability of sanctions regimes, we are unable in any circumstances to give you legal or regulatory advice, nor can we guarantee or otherwise warrant the position of any product producer under existing or future sanctions regimes. As a consequence, applicable sanctions remain a matter for you and you should take such legal advice as you deem appropriate in this regard. You should inform us of any insurance requirements you have which touch upon or are linked to sanctioned territories.
- 20.2. We will comply with all applicable sanctions regimes (whether currently existing or implemented in the future) and you are advised that where obliged by applicable sanctions legislation we may have to take certain actions which include but may not be limited to
- freezing of the account concerned; and/or
 - refusing to handle or administer a claim which would benefit (directly or indirectly) a sanctioned entity or person, subject to exemption or obtaining a licence (which we might not get) or,
 - refusing to administer the renewal of an existing insurance contract which would benefit (directly or indirectly) a sanctioned entity or person, subject to exemption or obtaining

a licence (which we might not get).

- 20.3. We cannot be held responsible for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanctions policy, restrictions and constraints.
21. **Conflicts of Interest**
- 21.1. It is our policy to avoid any conflict of interest when providing business services to our clients, however this agreement will not prevent us from acting for other Clients who may be your competitors or with whom you have business dealings.
- 21.2. Where an unavoidable conflict of interest does arise we will explain the situation fully and if there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.
22. **Default Remedies**
- Default by you:
- 22.1. All insurance policies, investments or pensions are arranged on the express condition that pending receipt of the premium from you, we reserve the right; notwithstanding delivery of a policy, investment or pension, or receipt to you; to cancel the policy, obtain a refund from the product producer and apply same in reduction of the amount due from you.
- We will, if necessary, exercise our legal rights to receive any payments due to us from clients for services provided by us and to be reimbursed for any value obtained by us for clients arising from payments by us on behalf of clients who subsequently default on any payment due to us. Product producers may withdraw benefits or cover on default of any payments due under any insurance policies, investments or pensions arranged for your benefit or on failure by you to accurately provide all material information in relation to such insurance policies, investments or pensions.
- Default by Glennon:
- 22.2. In the unlikely event that we cannot meet our liabilities to you any monies paid by you to us for an insurance policy, investment or pension are deemed to be accepted by the product producer with whom we have arranged your insurance.
23. **Investor Compensation Act, 1998**
- 23.1. The Investor Compensation Company Ltd. (ICCL); established under the Investor Compensation Act, 1998; operates a compensation scheme; which we are a member of; that provides for the payment, in certain circumstances, of compensation to certain clients of member firms, as defined in that Act.
- 23.2. Compensation may be payable where money owed 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.
- 23.3. 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.
24. **Irish Brokers Association Compensation Fund Limited**
- 24.1. As a member of the Brokers Ireland, Frank Glennon (Life & Pensions) Limited is also a member of the Irish Brokers Association Compensation Fund Limited Subject to the rules of the scheme, the liabilities of its member firms up to a maximum of €100,000 per client (a maximum €250,000 in aggregate for member firms) may be discharged by the Fund on its behalf if the member firm is unable to do so, where the above detailed ICCL (established by law) has failed to adequately compensate any client of the member.
25. **Complaints**
- 25.1. Glennon are committed to providing high quality customer service. If you have any complaint in relation to the services provided by us you should write to our Customer Services Manager outlining the nature of your complaint. Any such complaint will be acknowledged as soon as possible but not later than five business days from the date of receipt informing you of the contact person who will deal with your complaint.
- 25.2. Your complaint will be fully investigated and we will provide you with progress updates at intervals of not more than twenty business days. We will aim to provide a full response to you as quickly as possible but not later than forty business days from the date of receipt of your complaint or if circumstances dictate such longer period of which you will be informed in writing.
- If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2; Tel: +353 1 567 7000; Email: info@fspo.ie, website: www.fspo.ie.
- 25.3. Your right to take legal action is not affected by following any of the above procedures.
26. **Limit of Liability**
- 26.1. To the extent permitted by law, Glennon and/or our affiliates' aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Agreement or the services provided hereunder shall be limited as follows:
- (a). In respect of personal injury or death caused by our negligence, no limit shall apply;
- (b). In respect of any fraudulent acts (including theft or conversion) or wilful default by us, no limit shall apply;
- (c). In respect of other claims, our total aggregate liability shall be limited to the sum of EUR €5 million; and
- 26.2. Subject to clauses (a) and (b) above, in respect of the following losses: loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any other indirect or consequential loss, we will have no liability in any circumstances.
- 26.3. Where you fall under the definition of a Consumer under the Central Bank of Ireland's Consumer Protection Code nothing in 26.1 or 26.2 excludes or restricts any legal liability or duty of care we owe to you in connection with the provision of financial services.; any duty we have to act with due skill, care and diligence on your behalf; or any liability owed for failure to exercise the degree of skill, care and diligence that may reasonably be expected of us in the provision of financial services.
- 26.4. Your direction to bind coverage and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of this section.
27. **Termination**
- 27.1. Either of us may terminate this Agreement upon the giving of one month's notice in writing to the other or as otherwise agreed.
- 27.2. Termination will not in any event affect accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payment save that you will pay:
- (a). Any outstanding amounts due to us and/or to product producers with whom we have placed insurance policies, investments or pensions on your behalf; and
- (b). Any additional expenses necessarily incurred by us in settling or concluding outstanding obligations.
- 27.3. With effect from the date of termination, we shall have no further obligation to perform any of Our Services and all sums payable by you to us and/or your product producer shall become due and payable.
28. **Force Majeure**
- 28.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control ("Force Majeure Event").
- 28.2. A Force Majeure Event includes any act, event, non-happening omission or accident beyond our reasonable control.
- 28.3. Our performance of this Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.
29. **Waiver**
- 29.1. If we fail to insist upon strict performance of any of your obligations under these Terms of Business, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms of Business, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 29.2. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of the terms of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing by our authorised personnel.
30. **Severability**
- 30.1. If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which

will continue to be valid to the fullest extent permitted by law.

31. **Entire Agreement**

31.1. This Agreement and any document expressly referred to in it constitutes the whole agreement between us and supersedes and replaces any previous arrangement, understanding or agreement between us relating to the subject matter of this Agreement.

32. **Governing Law**

32.1. This Agreement is subject to the laws of Ireland and the Courts of Ireland will have exclusive jurisdiction over any dispute.

32. **Compliance**

32.1. We will pay due regard to, and you agree to co-operate with us to ensure compliance with, any legislative and regulatory requirements relating to the provision of Our Services.

33. **Anti-Corruption, Anti-Bribery and Anti-Fraud**

33.1. We will not be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any law against bribery, corruption or fraud.

33.2. We maintain anti-corruption / bribery / fraud policies and procedures which seek to prevent corruption / bribery or fraudulent offences and will take any and all actions to comply with such laws, policies and procedures.

33.3. Insurance Ireland have estimated that the cost of insurance fraud to be in excess of €200 million each year. This is a cost which is ultimately carried by innocent, law-abiding consumers and policyholders. In the interests of our customers and the integrity of the market we adopt a zero tolerance approach to fraud in all its forms. We undertake our own quality control and fraud detection measures. Where we identify suspected fraudulent activity we reserve the right to report these suspicions to Insurers or any other relevant authority.

34. **Adverse Sustainability Impacts Statement**

34.1. Under the Sustainable Finance Disclosure Regulations, 2019 we are required to notify you that we do not currently consider sustainability risks; such as environmental, social, and governance; when providing you advice on which Insurance Based Investment Product (IBIP) is most suitable to meet your needs.

34.2. It is important for you to read your IBIP provider's documentation as it will also set out whether and how they consider such factors when producing the IBIP you have selected.

34.3. We will review this position on an annual basis and update our Terms of Business accordingly.

Consumer Insurance Contracts Act 2019

Information

1. Definitions

The following definitions are set out in the Consumer Insurance Contracts Act, 2019:

“consumer”, in relation to a financial service, means—

- (a) (i) a natural person, not acting in the course of business,
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that—
 - (I) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
 - (II) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million,

that—

- (A) is a customer of a financial service provider,
 - (B) is a person or body to whom a financial service provider has offered to provide a financial service, or
 - (C) has sought the provision of a financial service,
- (b) a consumer who was, in relation to a credit agreement, a customer of the financial service provider in a case where a credit servicing firm undertakes credit servicing in respect of the credit agreement concerned,
 - (c) an actual or potential beneficiary of a financial service, or
 - (d) an employee or a former employee entitled to benefit from an income continuance plan;

“consumer”, in relation to a pension product, means an actual or potential beneficiary of an occupational pensions scheme, a trust RAC or a PRSA who believes they have suffered financial loss because of maladministration of the scheme, trust or PRSA, as the case may be;

2. New Business & Renewal

- 2.1. You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies only on sales that took place on a non-face to face basis (distance sales).
- 2.2. 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.
- 2.3. This right to cancel does not apply where, in respect of life assurance the contract is for a duration of six months or less, or in respect of general insurance, the duration of the contract is less than one month.

3. Proposal Form

- 3.1. To incept your contract of insurance some Insurers will require you to complete and sign a Proposal Form, Questionnaire or similar document.
- 3.2. You are under a duty to answer all questions posed honestly and with reasonable care as these answers will be set out in the Proposal Form or Statement of Fact and will form the basis of any contract of insurance arranged on your behalf with an Insurer.
- 3.1. We will advise you in this process but are not able to complete the document on your behalf save where we pre-populate (either partially or fully) the document based on information provided by you.
- 3.2. In either case, you must review the information in these documents carefully before entering into a contract of insurance and advise us immediately if any of the information requires amendment.

4. Payment of Premium

- 4.1. 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.

5. Alteration of Risk

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.

6. Policies

- 6.1. Any insurance arranged by Glennon is subject to all the terms, conditions, and exclusions of the policy of the Insurer selected.
- 6.2. It is essential that you read and strictly comply with the terms, conditions, and exclusions in your Insurer's policy, which you have been given or which is available on request from us; in order to satisfy yourself that the cover offered by the policy meets with your requirements.
- 6.3. Failure to comply with any terms, conditions, and exclusions can invalidate the insurance at the option of your Insurer.
- 6.4. If for some reason you breach or cannot comply with a term, condition, or exclusion in your policy you should discuss the matter with us immediately.

7. Claims Handling

- 7.1. To ensure your full protection under your contract of insurance or similar documentation you should familiarise yourself with the coverage, conditions or other procedures immediately relating to claims and to the notification of those claims. Claims may be made against certain policies long after they have expired. It is important therefore, that you keep your policy documents in a secure place.
- 7.2. It is very important that claims or circumstances that might give rise to a claim are notified to your Insurer in accordance with the Claims Conditions in your contract of insurance. You are responsible for notifying your Insurer of the occurrence of an insured event within a reasonable time or in accordance with the terms of your contract of insurance and therefore all claims, or any circumstance that may give rise to a claim, should be reported immediately to us so we can assist you in this process. If you are in any doubt as to whether or not a matter should be reported, please contact us and we will be happy to discuss it with you.
- 7.3. You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.
- 7.4. 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).
- 7.5. If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed:
 - (a). 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or
 - (b). 10% of the claim settlement amount where the claim settlement amount is more than €40,000.
- 7.6. 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.
- 7.7. 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 manner and must notify the insurer of the occurrence of an insured event in a reasonable time.
- 7.8. 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.
- 7.9. 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. As per your contract of insurance your Insurer has the right to make the final determination in relation to any claim, however they are also under a duty to; (a) handle promptly and fairly any claim made in relation to the contract of insurance; (b) where you do not make the claim yourself, notify you of a claim been made as soon as practicable after they are informed of the claim; (c) engage with you (or a third party) in a meaningful manner as regards a claim, and such engagement shall include providing you an opportunity to submit to your Insurer relevant evidence which could inform their determination as regards the claim; and (d) where a claim has been settled or otherwise disposed of, for example through legal or arbitral proceedings, inform you of the amount for which it has

been settled or otherwise disposed of and the reason or reasons for its being settled or so disposed of.

- 7.10. Your Insurer shall pay any sums due to you in respect of a claim within a reasonable time, however where it is not possible to quantify the total value of the claim within a reasonable time but where part of the total value has been quantified, your insurer shall pay that part to you within a reasonable time.
- 7.11. We will provide a claims broking service to you as long as you remain our client. However, if you cease to be our client but request us to continue to service any claims(s) on your behalf, we reserve the right to charge a specified fee to you for such services.
- 7.12. 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.

Data Protection Privacy Notice

1. This privacy notice tells you how we use your information and confirms that your Data Controller is Frank Glennon Limited (“we”, “us”, “our”), Charlemont House, Charlemont Place, Dublin 2. Email: info@glennons.ie.
2. Our Data Protection Officer is contactable by email at: dataprotection@glennons.ie or write to The Data Protection Officer, Frank Glennon Limited, Charlemont House, Charlemont Place, Dublin 2.
3. This Data Privacy Notice (Notice) is an important document. Please read it carefully. It is also available on our website at www.glennons.ie/terms-and-conditions/. If you would like a printed copy, please contact dataprotection@glennons.ie and we will send you a copy.
4. “Data Controller” and “Personal Data” have the meaning given in the General Data Protection Regulations 2016.
5. We are subject to all applicable data protection and privacy laws when processing your personal data. Further, we shall ensure that any third party with whom we share your personal data with under 6.6(g) below are also subject to the same applicable data protection and privacy laws.
6. **How and Why We Use Your Personal Information**
 - 6.1. Personal data provided by you or by others will be used by us, and your insurance company (where applicable), for the provision and administration of insurance products, related services and for statistical analysis.
 - 6.2. Should you be unable to provide us with the required personal data, we will be unable to provide you with insurance or process a claim.
 - 6.3. Legislation and various codes of conduct require us to gather additional information from and about you. For example, we gather documentation to prove your identity and validate your address to comply with anti-money laundering legislation.
 - 6.4. We will use and share certain personal data for the performance of the contract or to take steps prior to entering into the contract of insurance. The following processing activities are used for this legal purpose:
 - (a). Providing a quotation,
 - (b). Arranging and administering a policy,
 - (c). Handling a claim,
 - (d). Handling a third party claim – As required under the Consumer Insurance Contracts Act, 2019 if you hold insurance against a liability that may be incurred by you against a third party, where for whatever reason you cannot be found or you become insolvent, or the court finds it just and equitable to so order, then your rights under the contract will be transferred to and vest in the third party even though they are not a party to the contract of insurance. The third party has a right to recover from the insurer the amount of any loss suffered by them. Where the third party reasonably believes that you as policyholder have incurred a liability the third party will be entitled to seek and obtain information from the insurer or from any other person who is able to provide it concerning:
 - 6.4.d.1. the existence of the insurance contract,
 - 6.4.d.2. who the insurer is,
 - 6.4.d.3. the terms of the contract, and
 - 6.4.d.4. whether the insurer has informed the insured person that the insurer intends to refuse liability under the contract.
 - (e). Sharing details with or seeking personal information from your Insurer (if applicable), other intermediaries and anyone authorised by you to act on your behalf,
 - (f). Sharing details with or seeking personal information from loss adjusters, repairers and other claims handling agents, medical practitioners, engineers and legal practitioners.
 - 6.5. We will use and share certain personal data so as to comply with certain legal obligations and regulatory requirements. The following processing activities are used for this legal purpose:
 - (a). To verify your identity and verify the accuracy of the information we receive,
 - (b). To process any payments whether in relation to your policy or a claim,
 - (c). To manage and investigate any complaints,
 - (d). To comply with laws and regulations,
 - (e). To make back-ups of your data in case of emergencies and for disaster recovery purposes.
 - 6.6. We will use and share certain personal data for legitimate business interests. The following processing activities are used for this legal purpose:
 - (a). Risk management, auditing and the provision of legal advice which are key governance functions to protect our business,
 - (b). Checking information provided ensures accuracy which contributes to effective administration of insurance products and services,
 - (c). Prevention and detection of fraud to help protect the business and the insurance market,
 - (d). Direct marketing of our other products and services by post, telephone (including mobile), e-mail or other means of communication which might be of interest to you.
 - (e). Market research, competitions, customer satisfaction surveys, and data analytics, including profiling, to develop and enhance the customer relationship and journey as part of our business strategy,
 - (f). We may record or monitor calls for regulatory, training and quality purposes,
 - (g). We may also share with or seek information from a number of external parties in order to administer your policy and to prevent and detect fraud. For example:
 - 6.6.g.1. Other insurance companies and intermediaries to confirm information provided and to safeguard against non-disclosure and help prevent insurance fraud,
 - 6.6.g.2. Anyone authorised to act on your behalf,
 - 6.6.g.3. Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers,
 - 6.6.g.4. As a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena,
 - 6.6.g.5. Our subsidiary companies to deliver our products and services and fulfil our operating entity responsibilities,
 - 6.6.g.6. Loss adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process,
 - 6.6.g.7. With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
 - (h). Where we obtain data from the above sources, the categories we obtain will be personal data or claims information relating to insurance profiling, claims handling and fraud prevention.
 - 6.7. We may need your consent for the processing of certain data and in these cases, we will inform you of such processing and the reason for this at the time consent is captured
 - 6.8. In order to provide you with our products & services, we may share your personal information with third parties as set out in 6.6(g) above and on occasion, some of your personal information may be sent to third parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission; as a result of an adequacy decision of the European Commission; or where the transfer is necessary for the conclusion or performance of a contract concluded in your interest between us and another natural or legal person; for example your employer in a Non-EEA country. If you would like more information about the relevant safeguards in place please send an email to dataprotection@glennons.ie or write to us using the address provided in Section 2.
 - 6.9. In all of these processing activities, your interests are considered and we ensure that necessary safeguards are in place to protect your privacy, such as contracts in place with third parties, restricted access to data, regular testing and evaluation of technical and organisational security measures, retention limitations etc.
7. **Representation**
 - 7.1. The accuracy of the personal data you provide to us is paramount to the provision of valid insurance and administration services.
 - 7.2. Accordingly, when you provide us with personal data, you warrant and represent to us that in respect of any personal data of any data subject which you provide to us you have the authority of the relevant data subject(s) to disclose such personal data to us and that all such data is accurate, complete and up to date.
 - 7.3. You also warrant that you will make them aware of this Data Protection Notice and the terms of the insurance (including changes to the terms or processing activities).
8. **How Long We Keep Your Personal Information**
 - 8.1. Information submitted for a quotation, which does not result in the issue of a quotation pack, may be retained by us for a period of up to 2 years from the date of the quotation.

- 8.2. All information in respect of a quotation, which does result in the issue of a quotation pack, and in respect of a policy arranged and administered by us (to include all call recordings and claims on the policy) will be held for 8 years after the ending of our Client/Broker relationship to ensure we meet our regulatory obligations.
- 8.3. There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.
9. **Your Rights In Relation To Your Personal Information**
- 9.1. You have the right to request a copy of your personal data, and to have incorrect personal data about you corrected.
- 9.2. Where we required your consent to process your personal data you have the right to withdraw your consent for such processing. If you withdraw your consent, this does not affect the lawfulness of processing based on consent before its withdrawal.
- 9.3. You also have the right to have your personal data erased, object to certain processing activities, or to have the processing restricted.
- 9.4. You have the right to data portability for insurance purposes.
- 9.5. If you would like to exercise any of these rights, please email a request to dataprotection@glennons.ie or write to us at the address contained in Section 2 of this notice. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:
- Your name;
 - Address(es);
 - Date of birth;
 - Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.
- 9.6. All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time).
- 9.7. We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.
- 9.8. Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative obligations which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.
- 9.9. Please note also that exercising some of the above rights may lead to us being unable to continue to service your policy and therefore lead to cancellation of your policy, but when this is the case we will explain this to you in our response.
10. **Automated Decision Making**
- 10.1. Certain processing activities may involve the use of automated (computer based) decision making; for example; before we can arrange an insurance product, investment, pension or service for you we must obtain a quotation from a product producers rating engine which calculates the risks based on the information that you have supplied. This will be used to determine if the product producer can provide you with a policy and to calculate the premium you will have to pay to arrange cover with them.
- 10.2. The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.
11. **How can you lodge a complaint?**
- 11.1. If you wish to raise a complaint on how we have handled your personal information, please send an email to dataprotection@glennons.ie or write to us using the address provided in Section 2. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.
- 11.2. If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co. Laois.
12. **Up To Date Information**
- 12.1. In order for us to keep your information accurate and up to date, please contact us if any of your details change.
13. **Changes to our Data Protection Notice**
- 13.1. This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.
14. **How do you ask a question about this Data Protection Notice?**
- 14.1. If you any questions or comments about this privacy notice please contact The Data Protection Officer, Frank Glennon (Life & Pensions) Limited, Charlemont House, Charlemont Place, Dublin 2.
- 14.2. You may also email us at dataprotection@glennons.ie.
15. **Direct Marketing**
- 15.1. We will only contact you for direct marketing purposes where we are entitled to do so, including where you have consented to receiving such communications.
- 15.2. If you no longer wish your information to be used for marketing purposes please write to us at Frank Glennon (Life & Pensions) Limited, Charlemont House, Charlemont Place, Dublin 2 or e-mail us at marketing@glennons.ie.

Consumer Distance Sales Information

1. **Consumer** - A Consumer is defined by the Distance Marketing Directive as a natural person acting for purposes outside his/her trade, business or profession
2. **Quotation Period** - Quotations are valid for the period outlined in each quotation pack or renewal invitation.
3. **Cooling Off Period – Right of Withdrawal** - Where you qualify as a consumer as defined above you have a right to withdraw from any Insurance policy (other than short term policies of less than one month's duration) within thirty days of inception of cover, or the date on which you receive your policy schedule and/or Motor Insurance Certificate and Disc without penalty and without any reason.
 - 3.1. The right of withdrawal may be exercised by notice in writing to us or your product producer quoting your policy number.
 - 3.2. Should this right be exercised your product producer will do one of the following:
 - (a). It will treat your policy, investment or pension as though it effectively was never in force and will refund you any part of your premium you have paid less an administration fee, or
 - (b). It will deduct from any part of your premium you have paid the premium for the time you have already been on cover and also charge you an administration fee.
 - 3.3. Please see Sections 9 and 10 below for how cancellation of your policy is handled where the thirty day cooling off period has expired.
4. **Main Characteristics of the Policy** - The main characteristics of your (the consumer's) insurance policy is as explained to you by us and summarised in our Policy Statement of Suitability and as set out in your policy terms and conditions which is available on request from us.
5. **Period of Insurance** - Subject to cancellation, the period of insurance in respect of any Insurance Policy held with us will be the period specified in the Insurance Company's Policy Schedule and/or Certificate and Disc of Motor Insurance and/or Renewal Notice.
6. **Additional and Return Premiums Payable on Making Policy Alterations** - If you make an alteration to your policy, investment or pension your product producer will recalculate your premium which may result in an additional premium due to them or a return premium due to you. Some product producers may only charge an additional premium to you or allow a return premium to you where the amount of such premium following a policy alteration is equal to or greater than a minimum amount often in the region of €25. A government levy is added to all premiums.
7. **Default** – Non-payment of your premium or part thereof or breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled.
8. **Compensation** - Please note that in the event of your product producer being unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.
9. **What will happen if I or the Product Producer want to cancel the insurance policy, investment or pension?** - You (the consumer) can cancel your insurance policy, investment or pension at any time by writing to us or your product producer. The insurance policy, investment or pension will be cancelled on the date we or your product producer receive your request in writing. We or your product producer may cancel your insurance policy, investment or pension by writing to you and giving you notice of the cancellation of your insurance policy, investment or pension as provided for in your documentation.
10. **Will I receive a refund when my insurance policy, investment or pension is cancelled?** - Provided that no incident giving rise to a claim has occurred in the current period of cover, you will be entitled to a proportionate return of the premium for the unexpired period of insurance policy, investment or pension. If you cancel during the first year of the insurance policy, investment or pension (outside the cooling off period), an administration charge will apply.
11. **What happens if I miss an instalment payment?** - If you pay your premium by instalments we or your product producer may cancel the insurance policy, investment or pension if you miss a payment. We or your product producer will write to you providing a reasonable time period to make the payment before the insurance policy, investment or pension is cancelled.
12. **Product Producer Complaints Procedure** - Any enquiry or complaint relating to your product producer standard of customer care should be notified by contacting the Customer Service Manager of your product producer in question at their registered address, stated in your documentation with your policy, investment, pension reference number and details. If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2; Tel: +353 1 567 7000; Email: info@fspo.ie, website: www.fspo.ie. The Financial Services and Pensions Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above. Your right to take legal action is not affected by following any of the above procedures.
13. **Policy Governing Law** - The laws of Ireland will apply to your policy and Irish Courts will have jurisdiction to hear any disputes regarding your policy unless otherwise stated on your proposal form or in your policy terms and conditions.
14. **Language** - Your insurance policy and all communications in respect of your policy will be in English.

FOR FULL DETAILS OF ALL YOUR POLICY TERMS, CONDITIONS AND EXCLUSIONS PLEASE CONSULT YOUR POLICY DOCUMENT, AND/OR SCHEDULE WHICH YOU HAVE BEEN GIVEN AND WHICH ARE AVAILABLE ON REQUEST FROM US. IF YOU HAVE ANY QUERIES ON ANY ASPECT OF YOUR INSURANCE POLICY OR THE SERVICES WE PROVIDE PLEASE DO NOT HESITATE TO CONTACT US.

Frank Glennon (Life & Pensions) Limited, Insurance Brokers and Consultants, Charlemont House, Charlemont Place, Dublin 2. Phone: +353 (01) 7075880, Fax: +353 (01) 7075990, Email: life-pensions@glennons.ie, Website: www.glennons.ie

Frank Glennon (Life & Pensions) Limited, trading as "Glennon", "Glennon Employee Benefits", and "Glennon Financial Planning", is regulated by the Central Bank of Ireland.

Directors: D. A. Glennon, J. J. Bissett A.C.I.I. Registered Office: Charlemont House, Charlemont Place, Dublin 2. Registered in Ireland Certificate No. 14385.

