



Version 9 March 2026

# Our Terms of Business

Hardiman Life & Pensions Dublin Rd, Tuam, Co. Galway, H54 WY07.  
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Hardiman Life & Pensions Limited trading as Hardiman Life & Pensions is regulated by the Central Bank of Ireland.

Hardiman Life & Pensions is a company limited by shares, registered with number 467799.

Directors: Daniel Hardiman & Mary Hardiman

## Terms of Business Acknowledgement Letter

Terms of Business Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Client Name(s): \_\_\_\_\_

### Hardiman Life & Pensions

**Status:** Hardiman Life & Pensions Limited trading as Hardiman Life & Pensions is regulated by the Central Bank of Ireland

### Terms of Business

Attached are the Company's Terms of Business, which outlines the basis on which we provide services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you & will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you.

Customer(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

## Consent to Contact

Here at Hardiman Life & Pensions we take your data protection seriously & will only use your data as discussed with you in our Privacy Notice.

However, we may wish to contact you from time to time in relation to other products & services, including but not limited to events, offers, competitions & any other services provided by us which we think may be of interest to you including financial planning, life & pensions, investments & savings, children's education funding, estate planning, business protection & other financial services. You may unsubscribe at any time. Please TICK the boxes below as appropriate:

I would like to receive communication about new products and services from:

**Hardiman Life & Pensions**

\*Agreed methods of contact:

**Email** \_\_\_\_\_  **Please do not contact me**

**Phone/Mobile**  **SMS**  **Post**

Customer(s) Signature: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\*Even if you do subscribe now, you can always unsubscribe at any time.

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Dublin Road, Tuam, Co. Galway, H54 WY07 Tel: 093 70007 Email: [info@hardimans.ie](mailto:info@hardimans.ie) Website: [www.hardimans.ie](http://www.hardimans.ie)  
Registered in Ireland, Company registration No. 467799 Registered office: as above. Directors Daniel Hardiman

**These Terms of Business applicable from 24 March 2026 set out the general terms under which Hardiman Life & Pensions Ltd trading as Hardiman Life & Pension will provide business services to you and the respective duties and responsibilities of both us 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 we will notify you.**

### **What We Do**

Hardiman Life & Pensions provides advice on all aspects of financial planning and arranges financial products from a wide array of product providers.

### **Authorisation with the Central Bank of Ireland**

Hardiman Life and Pensions Ltd (C53819), trading as Hardiman Life & Pensions, 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 0818 681 681 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

### **Codes of Conduct**

Hardiman Life & Pensions Ltd, trading as Hardiman Life & Pensions, 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**

Hardiman Life & Pensions Ltd, trading as Hardiman Life & Pensions, is a member of Brokers Ireland.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to investment advice, pensions and life insurance. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Our firm does not have a 'tied' relationship with any institution that could compromise our ability to offer you broad-based advice and choice. Our firm does not have a shareholding in any insurer, and likewise, no insurer has a shareholding in our firm.

### **Fair and Personal Analysis**

The concept of fair and personal analysis describes the extent of the products and providers an intermediary offers within a particular category of life assurance, general insurance, mortgages, and/or a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product adequate to meet a client's needs.

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.

### **Investment Intermediary Services (IIA firms providing Article 3 services).**

We are remunerated by commission for our investment intermediary services.

We are remunerated by commission for the advice we provide on our insurance-based investment products (or otherwise state how you are remunerated for providing IBIPs).

### **Life & Pensions & Insurance Based Investment Products**

We provide life insurance and pensions on a fair and personal analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

We will provide assistance to you for any queries you may have in relation to the policies or in the event of a claim during the life of the policy and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover, particularly in relation to PHI and serious illness policies.

Specifically on the subject of permanent health insurance policies, we will 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.

### **Investment (Article 3)**

We provide investment advice on a fair and personal analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

### **Information in relation to Charges & Fees - Insurance Intermediary services, Investment Intermediary Services & Insurance based Investment Products**

Our firm will be remunerated for the initial advice and arrangement of these policies by either of the following means:

- 1) The product producer will pay a commission to Hardiman Life & Pensions for arranging a product or
- 2) You can pay Hardiman Life & Pensions a fee directly for the arrangement of the product.

Where we receive recurring commission, this forms part of the remuneration for ongoing advice with regards to the business we advise you on. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 3 hrs.

If we receive commission from a product provider, this may be offset against the fee which we will charge you. Where the commission is greater than the fee due, the commission will become the amount payable to us unless an arrangement to the contrary is made.

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.

A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us by the product producers is available on our website [www.hardimans.ie](http://www.hardimans.ie) under charges section or in our offices. If you need further explanation on this information, please do not hesitate to call us.

**Fees for Financial Planning:**

An estimate of likely time to be spent on a financial planning report will be given to every client in advance of carrying out the work. This will form the basis for our agreed fee (in advance). Our Personal Financial Planning Fee is €200 per hour and our Corporate Financial Advice Fee is €300 per hour. On occasion an overall project fee will be agreed, based on a potential outcome, rather than basing the fee on hours worked.

**Account Opening Requirements:**

In order to comply with legal and regulatory requirements, before we provide any regulated financial services, we are obliged to request such information and documents from you as we consider necessary to verify your identity as well as your source of funds. We are also obliged to keep a record of this information. Should you not provide satisfactory evidence of your identity or source of funds within a reasonable time, we may not be able to provide any services to you. We may also be obliged to request updated identity and verification documents from time to time.

**Ongoing Remuneration**

We wish to inform you that the firm receives ongoing remuneration from product providers in respect of the financial service provided to you. This remuneration is typically calculated as a percentage of the value of your investment and/or the premiums paid and is intended to support the ongoing service we provide in relation to your product. The ongoing service may include periodic reviews of your arrangements, updates and communications relevant to your investment, and continued access to advice and support where required. The receipt of this remuneration does not alter our obligation to act in your best interests when providing advice and recommendations.

**Sustainable Finance Disclosure Regulation (SFDR)**

In accordance with the Sustainable Finance Disclosure Regulation ("SFDR"), when providing advice on insurance-based investment products ("IBIPs") and other investment products, the firm considers, in addition to relevant financial risks, relevant sustainability risks where such information is available in relation to the products proposed.

Sustainability risks refer to environmental, social or governance ("ESG") events or conditions that, if they occur, could have a material negative impact on the value of an investment.

As part of our advisory process, we review product provider documentation and disclosures, engage with product providers where clarification is required, and take account of information made available regarding sustainability risks and Principal Adverse Impacts ("PAIs") on sustainability factors.

The firm assesses and compares relevant product information across available providers to support informed recommendations and to determine the suitability of investment solutions, including ESG-related products, for individual clients. This information is reviewed and considered by the firm on an ongoing basis as part of our advice and product oversight processes.

As further information on the approach being taken by product providers, and their internal/external fund managers, becomes available in the future, we anticipate reviewing these areas in our assessments.

We take due care so that our internal remuneration policy with respect to investment or insurance advice on insurance-based investment products ('IBIPs') promotes sound and effective risk management in relation to sustainability risks and does not encourage excessive risk-taking with respect to sustainability risks.

**Impact on Return**

We also assess the likely impacts of sustainability risks on the returns of the IBIPs on which we advise. We estimate that the likely impacts of sustainability risks on the returns of Pensions/Investments are minimal

## **Sustainability Factors- Investments/IBIPs/Pension Advice**

We take due care so that our internal remuneration policy with respect to investment or insurance advice on insurance-based investment products ('IBIPs') promotes sound and effective risk management in relation to sustainability risks and does not encourage excessive risk-taking with respect to sustainability risks.

Pursuant to Regulation 68 of the Consumer Protection Code, 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.hardimans.ie](http://www.hardimans.ie)

## **Ongoing Suitability**

### **Investments**

The firm's services does include ongoing suitability assessments.

### **Insurance based Investment Products**

The firm's services does include ongoing suitability assessments.

### **Clawback**

If we receive commission from a product provider [and off-set the commission against the fee which we would otherwise have charged you] but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that is equal to [100% of] the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

### **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 which may result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to ensure that you are provided with up to date advice and products best suited to your needs.

Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer' .

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

### **Completed proposal forms/statement of fact**

Completed proposal forms or Statement 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.

## **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**

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firm's established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint in writing within 5 working 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 working 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 complaint's procedure is available on our website [www.hardimans.ie](http://www.hardimans.ie) under complaints and on request.

### **Anti Money Laundering**

All Anti Money Laundering verification checks are a requirement under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended) and regulations pursuant thereof.

### **Data Protection**

We are subject to the requirements of the General Data Protection Regulation 2016 and the Irish Data Protection Act 2018.

Hardiman Life & Pensions Ltd. 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.

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.hardimans.ie](http://www.hardimans.ie), if this medium is not suitable we will ensure you can easily receive a copy by hard copy, or telephonic environment. (pre-recorded).

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

### **Disclosure of Information**

In completing an insurance proposal, you are required to answer all questions posed by Hardiman Life & Pensions or the Insurer honestly and with reasonable care. Specific questions will be asked and you should be aware that when a policy is incepted following the completion of a proposal form or on a 'statement of fact' basis, we assume that you have checked the accuracy of all information provided.

If there is any breach of these duties the Insurers may be entitled to cancel the policy of insurance from inception, if the breach induced the making of the contract on the relevant terms, as well as seeking the recovery of all claims already paid under the policy.

### **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.

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.