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Moneywise Financial Planning Ltd.
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Co. Registered Number 114864

Moneywise Financial Planning Ltd is regulated by the Central Bank of Ireland.

Terms of Business

These *Terms of Business* set out the basis on which Moneywise Financial Planning 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 we will be happy to answer them. If any material changes are made to these terms we will notify you.

Authorised Status

Moneywise Financial Planning Ltd. is regulated by the Central Bank of Ireland C1883 as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 and is a member of Brokers Ireland. Copies of our various authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Statutory Code

Moneywise Financial Planning Ltd. is subject to the Central Bank's Consumer Protection Code, Fitness and probity standards and Minimum Competency Code which offer protection for consumers and can found on the Central Bank's website www.centralbank.ie

Fair and Personal Analysis

The concept of fair and personal analysis describes the extent of the choice of products and providers offered by Moneywise for life assurance, savings, investments and pensions. The number of contracts and providers considered must be sufficiently large to enable us to recommend a product that would be 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. 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 number of providers in the market that deal with brokers
- the market share of the providers
- the number of relevant products available from each provider
- the costs that each provider charges
- the service levels in the marketplace is a crucial factor in all decisions we reach
- the size of monies being invested can also be a determining factor.

Services Provided

We offer advice on a fair and personal analysis basis in relation to life insurance, savings, investments and pensions. This means we will research the marketplace and providers and recommend the best product to suit your own needs, based on the information provided to us by you.

We will identify and select a suitable product producer and on receipt of your instructions we will transmit orders on your behalf to one or more product producers (a list of which is available on request).

This firm does not have 'tied' relationship with any institution that would compromise our ability to offer you advice and choice.

The services which the firm is authorised to provide are 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.

- (a) identifying and selecting a suitable product producer;
- (b) receiving and transmitting orders on your behalf for a product(s) to one or more product producers.

- (c) The products for which Moneywise has appointments to act in relation to include life assurance policies, specified serious illness and other protection type policies, pension policies (including PRSAs), savings plans, tracker bonds, investment life assurance policies, and units or shares for collective investment schemes including unit trusts and UCITS.

Sustainability Factors – Investment/IBIPs/Pension Advice

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

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

When providing advice on insurance-based investment products (‘IBIPs’) or investment advice we assess the PAI information published by product manufacturers as follows: We examine the product providers’ literature to establish the Principal Adverse Impacts for the relevant products. The firm will then compare financial products across available providers to make informed investment decisions about the suitability of ESG products for individual clients.

Remuneration and Fees

Moneywise Financial Planning Ltd. is remunerated by a professional fee for the work and time spent in seeking the best terms, advice, product and product producer for your specific needs.

We are usually remunerated by commission payment received from the product producers for the work involved in placing business and finalising the product with them on your behalf. We also offer a fee-based remuneration service for those who prefer this method, costing €250 per hour.

Where Moneywise Financial Planning Ltd is remunerated by receipt of commission, full disclosure of the commission and/or fees payable will be provided to you in writing in advance of any business written. It will also be a central aspect of the Statement of Suitability. This is a legal requirement for all transactions.

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.moneywise.ie

Ongoing Suitability

Ongoing suitability assessments form part of the service to clients. On an agreed periodic review basis Moneywise will issue a client report outlining investment performance and other changes or recommendations relevant to the suitability and needs of the client. We will provide periodic assessments of the suitability of the insurance based investment product which we have recommended to you.

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.

Conflicts of Interest

It is the policy of the firm to avoid any conflicts 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. A full copy of our conflicts of interest policy is available on request.

Vulnerable Clients

Moneywise operates very strict and ethical policy in relation vulnerable clients. Family members and/ or close friends or legal advisers are brought into the process of managing the client's financial affairs.

Failure to pay or default

We reserve the right to instigate cancellation proceedings in the event of the following:

- your non-payment of the premium due at inception, renewal or following a mid-term adjustment
- your bank returns your cheque due to insufficient funds or any other reason
- non disclosure of relevant information
- Insurer imposed cancellation

Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents.

When your policy ends or is cancelled, we will send you any documentation and information that you are entitled to on request.

Complaints Procedure

The company has a written procedure in place for the effective consideration and handling of complaints. Complaints can be made verbally or in writing. Any written complaints should be addressed to **Moneywise Financial Planning Ltd**. Each complaint will be acknowledged by us within 5 working days of receipt. Updates will be advised in intervals of not more than 20 working days. We will endeavour to resolve the complaint within 40 business days and findings will be furnished to you within 5 working days of completion of the investigation. In the event that you are not entirely satisfied with the firm's handling of and response to your complaint, you have the right to complain to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. A full copy of our complaints procedure document is available on request.

Data Protection

Moneywise complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Moneywise 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.

Please refer to our website www.moneywise.ie. We can also provide this to you by email or post. Please contact us at eilish@moneywise.ie if you have any concerns about your personal data.

For life insurance products, you are required to answer all questions posed the insurer honestly and with reasonable care. 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.

Any clause in a contract of insurance that refers to a "material change" will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the both you and the insurer when the contract was concluded.

You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

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

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

If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and it will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

Investor Compensation

Investor Compensation Company Ltd (ICCL) Scheme

Moneywise Financial Planning Ltd. is a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. The legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act.

However, you should be aware that a right to compensation would only arise where client money or investment instruments held by this company on your behalf cannot be returned, either for the time being or for the foreseeable future, and where the client falls within the definition of eligible investor as contained in the Act.

In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation, or €20,000.

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.

These *Terms of Business* are valid from 30th September 2024 until further notice.