

## **Terms of Business - Version 2 Effective from 31<sup>st</sup> March 2020**

Moribus Financial Services Limited T/A Finance Choice (“Finance Choice”) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018 and as a mortgage credit intermediary authorised under the European Union (Consumer Mortgage Credit Agreements) Regulation 2016 (together the “regulated financial services”).

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 by email at [retailintermediaries@centralbank.ie](mailto:retailintermediaries@centralbank.ie) or alternatively visit their website at <http://registers.centralbank.ie/> to verify our credentials.

These Terms of Business (“Terms”) outline the basis on which we provide regulated financial services to our clients. Please ensure that you read this document. These Terms apply to all transactions undertaken for you or services provided to you and 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.

### **Contact Details**

Our business address is Office 143, Block 1, Blanchardstown Corporate Park, Ballycoolin Road, Dublin 15, D15 AKK1 and our telephone number is 01 8115786. Our company registered number is 652715 and our Central Bank registration number is C196916.

### **Statutory Codes**

Finance Choice is subject to the Central Bank of Ireland’s Consumer Protection Code, Minimum Competency Code and Fitness and Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank website at [www.centralbank.ie](http://www.centralbank.ie).

### **Our Services**

#### ***Insurance Intermediary***

We are authorised to recommend and arrange transactions on behalf of clients in relation to life assurance products and we hold appointments with insurance companies whose products we recommend. We specialise in advising on mortgage protection, Income Protection and other life assurance protection policies, as well as life wrapped pension products and savings plans

A list of these is available on request.

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 policies 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. exclusions that attach to that policy.

### ***Mortgage Intermediary***

We are a mortgage intermediary and hold appointments with mortgage providers and we can provide advice on and arrange mortgage products. Please note that as affordability is the key factor in recommending any mortgage product, we are required to collect detailed information about your credit history before making a mortgage recommendation.

### **Fair Analysis**

We provide recommendations on investments and life insurance products having undertaken a fair and personal analysis i.e. having reviewed and considered a sufficiently large number of products and product producers available in the market to enable us to make a recommendation, as to which product best meets your needs. We consider the following criteria:

- Your needs and the size of your order,
- The number of providers in the market,
- 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.

### **Account Opening requirements and Anti-Money Laundering**

In order to comply with legal and regulatory requirements, before we provide any regulated financial services, we are obliged to request information from you to verify your identity as well as your source of funds. We are also obliged to keep a record of this information. Before opening an account for you, we will request such information and documentation as we consider is necessary to meet these obligations.

Should you not provide satisfactory evidence of your identity or source of funds within a reasonable time, we may not be able to open an account for you. We may also be obliged to request updated identity and verification documents from time to time.

### **Fact find, Statement of Suitability and Ongoing Advice**

All clients are required to complete Finance Choice's account opening Fact Find. This form records your contact details, financial information, needs and priorities and other information relevant to the service you have requested us to provide. We may also request further information from you if we consider it necessary to provide the service you require.

It is important that the information you provide is complete and accurate as it will form the basis for future recommendations, and we accept no liability for any omissions or oversights on your part.

Prior to providing any recommendation in respect of regulated financial services, we will issue a Statement of Suitability to you explaining why we believe the recommendation is appropriate for you. The Statement sets out our understanding of your needs, objectives and circumstances and the reasons why we are making the recommendation.

It is in your best interests that you review the ongoing suitability of our advice in the event of any change in your circumstances. As your circumstances change, your needs will change. It is important that you advise us of any changes and request a review meeting so that we can ensure that you are provided with up to date advice and recommendations.

We provide ongoing suitability assessments of any insurance-based investment, protection or pension products which we have recommended to you.

## **Fees and Charges**

### ***Insurance Intermediary***

The remuneration arrangements applying to life, pension or protection policies vary.

We will agree all commission arrangements with you in advance and notify you of fees or commissions we may receive from producers as a result of arranging transactions on your behalf before an application or an order for a life, pension or protection policy is completed.

You may elect to deal with us on a fee basis. If so, you will be provided with an estimate in writing prior to engaging our services, and the hourly rate will be confirmed to you depending on the nature of the work requested.

Principals / Directors Up to €125 per Hour

Senior Advisers Up to €75 per Hour

Support staff Up to €30 per hour

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency, our scale of fees for such cases range from a minimum of €50 per hour to a maximum of €250 per hour. We will notify you in advance and agree the scale of fees to be charged.

### **Personal Retirement Savings Accounts (PRSAs) – Fees**

Where advice is requested for PRSAs, the following hourly fees will apply:

Advisor fees: €45 – €60 per hour.

Support staff: €25 – €35 per hour.

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will notify you in advance of providing you with these services, our scale of fees for such cases range from a minimum of €30 per hour to a maximum of €75 per hour. If we receive commission from a product provider, this will 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 the intermediary unless an arrangement to the contrary is made.

### ***Mortgage Intermediary***

We are remunerated by mortgage providers we hold appointments with by receiving a commission of a maximum of 1% of the value of the mortgage. The level of commission we will actually receive will be disclosed on a case by case basis in our Mortgage Statement of Suitability.

We may charge a fee of €350 for advising on a mortgage application, this fee is non-refundable. This is not in any way an indication of mortgage/loan approval. Our fee will be notified to the lender who will include this fee into the calculation of the APRC (Annual Percentage Rate Charge). Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. You have the right to pay a fee separately and not include it in the loan. Typically, this situation arises in relation to specialist lending. If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through our firm, we will charge you an arrangement fee of €500 for our services.

### **Conflicts of Interest**

It is the policy of Finance Choice to act in the best interests of our clients and to avoid a conflict of interest when providing services. However, where an unavoidable conflict arises, we will advise you of this in writing before providing any business service and request your written acknowledgment that you are aware of the conflict of interest and still want to proceed.

We have a written policy which sets out the steps that we take to ensure that we avoid or, where this is not possible, mitigate conflicts of interest that may arise in providing services to you. These steps include administrative and organisational arrangements appropriate to the size, nature and complexity of the business to ensure that staff always act in the best interests of clients. A copy of the policy is available on request, its main provisions are summarised in this Terms of Business.

It is our policy that none of our employees offer, give, solicit or accept gifts or rewards (monetary or otherwise) which are likely to conflict with any of their duties or activities. Employees of Finance Choice are remunerated substantially by salary rather than by variable remuneration based on commission or sales targets.

Some instances where conflicts may arise and the steps, we take to mitigate them are as follows:

- In the normal course of business, Finance Choice may receive commission/intermediary remuneration from insurance companies' that business is placed with. All product recommendations we make are supported by a detailed Statement of Suitability which explains the basis for the recommendation. We never make recommendations based on the remuneration we receive from product producers.
- Finance Choice may receive minor non-monetary benefits from product producers we direct business to. In all cases these are designed to enhance the service we provide and will not conflict with the best interests of our clients

### **Data Protection**

Finance Choice is a Data Controller as defined in the Data Protection Acts 1988 to 2018 ("Acts"). We collect personal data about you in order to provide the highest standard of service to you and in order to comply with our legal and regulatory obligations. This includes account opening

information and any other personal data you provide to us or that we collect or process in the normal course of providing the services set out in these Terms.

We take great care with personal data that is provided to us, taking steps to keep it safe, secure and private and to ensure it is used only for legitimate purposes and in accordance with data protection legislation including the Acts and the General Data Protection Regulation 2018.

The data which you provide to us will be held in electronic format on a computer database and/or on paper files. Your data will be processed only in ways compatible with the purposes for which it was given. We may use your personal data for the purposes of:

- Providing the services we have been contracted to provide to you including investment advice and receipt and transmission of orders.
- Reporting and management information, including quality assurance.
- Prevention of money laundering, financing of terrorism and fraud and otherwise complying with legal and regulatory obligations.
- Providing you with information about our services and products that may be of interest and relevance to you. You have the right to ask us not to send you marketing material and, at any time, you can 'opt out' of receiving marketing material.

We may share your personal data with:

- Product producers (investment firms and insurance companies) we transmit orders to for execution.
- Mortgage lenders
- Regulators, law enforcement agencies and any other public bodies we are legally obliged to disclose such information to.
- Service providers of Finance Choice who have undertaken to keep such information confidential.

In order to comply with regulatory obligations, we are obliged to retain personal data for a minimum period of 6 years or such longer period as we are directed to by law. You have the right at any time to request a copy of any 'personal data' that we hold about you in whatever format. You may have other rights in relation to your personal data which apply in certain circumstances and which are described in more detail in our privacy statement on the Finance Choice website. You may request a copy of your personal data by writing to The Data Protection Officer, Finance Choice, Office 143, Block 1, Blanchardstown Corporate Park, Ballycoolin Road, Dublin 15, D15 AKK1 or by emailing [info@financechoice.ie](mailto:info@financechoice.ie)

By agreeing to these Terms of Business you acknowledge the processing of your personal data as set out herein.

### **Investor Compensation Scheme**

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme operated by the Investor Compensation Company Limited (ICCL) and for the payment of compensation to clients that are deemed to be 'eligible investors. Finance Choice is a member of this compensation scheme. The amount of compensation that you may receive under the compensation scheme is 90% of the net amount you have lost or €20,000; whichever is less. Full details of the Investor Compensation Scheme are available on [www.investorcompensation.ie](http://www.investorcompensation.ie)

### **Brokers Ireland Compensation Fund**

We are also members of the Brokers Ireland Compensation Fund. 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.

### **Complaints**

Finance Choice has a written procedure in place for the handling of any complaints that are made against our firm for services provided by us. This procedure ensures that all complaints are recorded and acknowledged in writing within 5 business days and are fully investigated within 40 business days. Any complaints should be addressed to the Compliance Officer, Finance Choice, Office 143, Block 1, Blanchardstown Corporate Park, Ballycoolin Road, Dublin 15, D15 AKK1 or by emailing [info@financechoice.ie](mailto:info@financechoice.ie) . If you are dissatisfied with our handling of, or response to your complaint, you can refer the matter to The Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman is a statutory officer who deals independently with unresolved complaints from consumers about their individual dealings with financial services providers. It is a free service to the complainant.

Further details relating to the Financial Services and Pensions Ombudsman, including how to make a complaint, are available at [www.financialombudsman.ie](http://www.financialombudsman.ie), by telephone on Lo-Call Number: 1890 88 20 90, or by writing to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

### **Termination Clause**

Either party can terminate this agreement at any time by written notice subject to the terms and conditions of the specific product(s) they have established. Ending this agreement will not relieve you from your obligation to pay any amounts due to us including fees. We reserve the right to pass on any costs arising from termination of this agreement (such as e.g. costs associated with instructing the transfer of assets) to you.

### **Governing Law**

These Terms of Business shall be governed by the laws of the Republic of Ireland. These Terms of Business are effective from 31<sup>st</sup> March 2020 and apply until further notice.