

## **Terms of Business**

The following Terms of Business, effective November 1<sup>st</sup> 2021, set out the general terms under which Money Smart Limited will provide services to you as a client of the firm. 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 to these terms we will notify you immediately.

### **Company Details**

The registered office of Money Smart Limited is at 13 Rectory Way, Bray, County Wicklow. Company registration number: 511833 / Tel: 01 276 0006 or 086 850 8577 / Email: [info@moneySMART.ie](mailto:info@moneySMART.ie) / Website: [www.moneySMART.ie](http://www.moneySMART.ie).

### **Regulation and Authorisation**

Money Smart Limited, trading as Money Smart, is regulated by the Central Bank of Ireland as an investment intermediary under the Investment Intermediaries Act 1995 and as an insurance intermediary under the European Communities (Insurance Mediation) Regulations 2005. Our authorisation number is 109807. Copies of our regulatory authorisations are available on request or you can verify our regulatory status by checking the Central Bank financial service providers register at [www.centralbank.ie](http://www.centralbank.ie).

### **Codes of Conduct**

Money Smart Limited, trading as Money Smart, is subject to Central Bank of Ireland Codes of Conduct, including the Consumer Protection Code, the Minimum Competency Code and Fitness and Probity Standards. These Codes offer protections to consumers and can be found in full on [www.centralbank.ie](http://www.centralbank.ie). We are also subject to the Certified Financial Planner competency, ethics and professional practice standards of the Financial Planning Standards Board of Ireland ([www.fpsb.ie](http://www.fpsb.ie)) and the Society of Financial Planners Ireland ([www.sfpi.ie](http://www.sfpi.ie)).

### **Our Services**

Money Smart Limited offers general (unregulated) financial planning advice to clients in the form of a Financial Life Plan, covering all aspects of your current financial situation, and future goals and objectives. We also offer specific (regulated) savings and investment, pension, and life insurance advice and, where appropriate make product recommendations, as part of our Lifetime Wealth Management service.

### **Complaints**

The firm has written procedures in place for the effective consideration and handling of complaints. A copy of our full Complaints Procedures is available on request. We ask that you make any complaint against our firm, relating to services provided by us, in writing. We will acknowledge your complaint within 5 business days and we will fully investigate it. 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 our response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman.

## **Our Product Recommendations**

Our advice is provided on a “fair analysis” basis, which means we recommend the best product for the consumer after researching a sufficiently large part of the market, not just the product providers we have agencies with. A full list of the insurance and investment product providers with which we deal is available on request. Our principal business is to provide advice (Money Smart Financial Life Plan) and arrange transactions (Money Smart Lifetime Wealth Management) on behalf of clients in relation to investment, pension and life insurance products. Prior to arranging a product for you, our written Statement of Suitability will advise you of the product’s suitability, based on your financial information, your risk profile, and your needs and objectives, as set out by you in the Money Smart Client Questionnaire and in subsequent documented conversations. All advice given will be based on this information, our analysis of financial markets and products, and our understanding of current law and Revenue practice. We also consider the intended target market for investment products that we recommend. If you wish to implement the Financial Life Plan general recommendations you will proceed to our Lifetime Wealth Management service. We will then design and set out a specific investment plan for you in your Investment Policy Statement which will be agreed and signed by you and us before any products are transacted. We will fully disclose all our own fees (and commissions which offset those fees) and all known product provider charges. Subsequent changes in markets, products, law, or your circumstances may require amendments to your financial arrangements. Our recommended Annual Review process is designed to cover these eventualities and includes an updated Financial Life Plan as well as an updated Investment Policy Statement with an annual product suitability assessment. It is important that you inform us of any material changes in your circumstances to ensure our assessments of product suitability are correct.

## **Investment Risk**

We arrange insurance and investment contracts for you from institutions with which we hold a written appointment and which we consider offer an appropriate product to meet your needs. We cannot and do not guarantee the continuing solvency of any institution used and you should note that the financial position of an institution can change at any stage. We ensure that any investments made by clients acting on our advice are structured bearing their personal needs and circumstances in mind. Nevertheless it is important that you, as a client receiving investment advice, acknowledge that all investments and financial products carry at least some element of risk, either by way of systemic or specific market or product risk or through the failure of a financial institution to fulfil its commitments to holders of products. In addition, the past performance of a particular investment market or product should not be interpreted as an indicator of future investment performance as investment markets, especially over the short term, can fall as well as rise.

## **Independence**

EU MiFID II rules disallow intermediaries who accept and retain commissions from describing themselves as ‘independent’. As a fee-based advisor Money Smart does accept and retain commissions, and even though we fully disclose this and reduce client fees accordingly when commissions are retained, we can no longer be classed as ‘independent’.

## Our Remuneration

Our fee structure is designed to simply and transparently reflect the time, value, expertise and service we provide you and to ensure our advice is completely unbiased and impartial. Before you decide whether our service is for you, we will give you a specific quote for the services you require. If you wish to proceed, our Letter of Engagement will clearly detail all key remuneration information.

## Financial Planning

Once we have established a full picture of your financial circumstances and goals, we will build you a personal **Financial Life Plan** that covers cash flow management, savings and investment strategy, property, pensions, appropriateness of insurance, debt management, tax planning and estate planning, focusing on areas important to you. We charge €1,000 for this Plan on completion.

## Wealth Management

Our wealth management service begins immediately Financial Life Plan decisions are agreed. **Investment Implementation** includes initial investment planning and advice, product research and selection, and the management of account applications to ensure quick and efficient set-up and transactions. The fee for this is 1% of funds invested, reduced by any upfront commission received.

Our **Wealth Management** annual fee covers continual monitoring of your investments, regular reviews, annual Financial Life Plan and Investment Plan updates and ongoing financial advice all year round. The fee for this is 1% of funds invested, reduced by any ongoing commission we receive.

## Data Protection

Money Smart complies with the requirements of the Data Protection Acts, 1988 and 2003 and the General Data Protection Regulation 2018. The data which you provide to us will be held on a computer database and paper files for the purpose of provide a comprehensive financial planning and wealth management service to you. The data will be processed only in ways compatible with the purposes for which it was given. Your information will be securely stored and treated in strictest confidence. In providing services to you, we may need to share your personal information with third parties such as financial institutions providing a product or service to you, your authorised representatives (your accountant or solicitor for example), service providers providing us with support services, governmental and regulatory bodies, and law enforcement authorities. Our Data Protection Officer oversees how consumer data is collected, stored and disposed, and can provide Regulators (or you) with our Data Protection Policy and/or respond to a Data Access Request with a report detailing what Personal Identifiable Information we store, why it is stored, what it is used for, how it is stored, how it is processed, who it is shared with and how it is classified. Please also note that all client conversations with Money Smart relating to an investment product must be either recorded electronically or (as Money Smart intends) written summaries must be provided to clients on request and held in our records for up to 7 years. Beyond the key points summarised here, the Privacy Notice in the Confidential Client Questionnaire you completed and signed contains further detail on how we collect, process, share and store your data.

### **Conflicts of Interest**

Money Smart does not have any "tied" relationships with any institution that would compromise our ability to offer you unbiased advice and choice. It is our policy to avoid any conflicts of interest when providing business services to our clients. However, where an unavoidable conflict may arise we will advise you in detail in writing before providing any such service. If you have not been advised of any conflict you may assume that none arises. We have a documented Conflicts of Interest Policy which we assess and review annually.

### **Default on Payments by Clients**

We will exercise our legal rights to receive payments due to it from clients for services provided. 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 details of such provisions.

### **Insurance Policies**

Any failure to disclose material information before the contract is concluded may invalidate your claim and render your policy void. Claims should be advised to the insurer when the claim arises. Your duty to act with utmost good faith towards the insurers at all times and your disclosure obligations also apply to the claims process. The insurer will advise you of its claims requirements and provide you with a copy of its claims process on request. If you experience any difficulty with the insurer's claims process you should contact us.

### **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 your loss recognised as eligible for compensation or €20,000. For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.

### **Handling Client Money**

We do not operate bank accounts or accept payments in cash for client monies due to product providers. All such cheques and drafts should be made payable directly to the relevant financial institution where they are being invested / paid as a premium.

### Receipts

We will issue a receipt for each non-negotiable or negotiable instrument or payment received. This is pursuant to Section 30 of the Investment Intermediaries Act, 1995. These are issued with your protection in mind and should be stored safely. We also issue receipts for completed direct debit mandates submitted to us.

### Anti-Money Laundering

We are obliged under the terms of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 to obtain identification evidence from you in the form of photo ID and proof of address. Our Money Laundering Reporting Officer compiles Client Identity Verification Forms, monitors client investments and reports any suspicious transactions.

### Termination

You or we may terminate our authority to act on your behalf at any time, but the termination must be communicated in writing and cannot be backdated. The termination will be without prejudice to the completion of any transactions already initiated and you remain responsible for the payment of any fees and expenses incurred up to the date of termination, or to the date of completion of any transactions in progress, if later.

### Governing Law and Business Succession

Our Terms of Business are governed by and construed in all respects according to the laws of the Republic of Ireland and are valid from 1st January 2018 until further notice and will be deemed to cover any successors in business to Money Smart Limited. These Terms supersede with immediate effect any others that we may have previously issued to you.

### Acceptance of these Terms

I/We have read, understood, and accept these Terms of Business and confirm my/our agreement to Money Smart Limited acting as my/our Financial Planner and agree to pay in full any fees incurred on my/our behalf in respect of any Money Smart financial planning or wealth management services. I/We authorise you to hold my/our personal data on file, to contact me/us in writing, by telephone or by email in respect of financial matters, and to obtain or provide any relevant information in respect of my/our existing accounts, policies, pensions or investments directly from or to the appropriate data processors, product or investment providers.

I/We am/are happy to receive your Quarterly Newsletter as well as details of any personal finance opinions, news or products which Money Smart deems to be in my/our best interests.

Signed \_\_\_\_\_ Name (Capitals) \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Name (Capitals) \_\_\_\_\_ Date \_\_\_\_\_