

## TERMS OF BUSINESS

These Terms of Business applicable from 29/08/2022 and set out the general terms under which we will provide business services to you and the respective duties and responsibilities of both ourselves 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 to these terms, we will notify you.

### Authorisation & Codes of Conduct

Sean Kerins t/a Truplan Financial Services is regulated by the Central Bank of Ireland. Copies of our regulatory authorisations are available on request our reference code is C8304. We are also subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. 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](http://www.centralbank.ie) to verify our credentials and these codes. Truplan Financial Services is a member of Brokers Ireland.

### Our Services

Truplan Financial Services are an Insurance, Investment and Mortgage Credit Intermediary. Our principal business is to provide advice and arrange transactions on behalf of our clients in relation to life & pensions/investments and mortgages products. We are not under a contractual obligation to conduct Insurance distribution business exclusively with one or more Insurance Undertakings and do not give advice on the basis of a fair and personal analysis, we do however provide advice from the selection of products provided by the Companies and Lenders we have agencies with. We recommend the product that, in our professional opinion, is best suited to your needs and objectives from this selection of products.

As part of the process when giving our clients advice on Investments we will need to gather information with regards your investment knowledge and experience, if this information is not provided, we will not be in a position to determine whether the product is appropriate for you. We provide our services from the selection of products from the Product Providers we have agencies with. We recommend the product that, in our professional opinion, is best suited to your own needs and objectives from this selection.

See below for a list of companies we have agencies with.

#### Life, Pensions and Investment Companies

Aviva Life & Pensions Ireland Dac	Merrion Stockbrokers Limited
BCP Asset Management DAC	Royal London
Broker Assist Limited	Standard Life
MMPI Limited	Wealth Options Limited
Cantor Fitzgerald Ireland Ltd	Zurich Life plc
Conexim	

#### Through Broker Assist Ltd we have access to the following lenders for Mortgages;

AvantCard DAC	Haven Mortgages Limited
Dilosk DAC	KBC Bank Ireland plc
Finance Ireland Credit Solutions DAC	permanent tsb plc
Seniors Money Mortgages (Ireland) Dac	

### Mortgages

Truplan Financial Services provides mortgage advice through our agencies with; Broker Assist Ltd, Glencappa Consulting Ltd both these agencies allow us access to several lenders to meet your needs. We will need to collect sufficient information from you before we can offer any advice on housing loans. This is due to the fact that a key issue in relation to mortgage advice is affordability. Such information should be produced promptly upon

our request. Where the creditor is unable to carry out an assessment of creditworthiness because the consumer chooses not to provide the information or verification necessary for an assessment of creditworthiness, the credit cannot be granted.

### Disclosure of Information

We act as your representative to the companies we have agencies with, and 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. Material information about medical history, non-smoker status, occupation category and any hazardous pursuits are central to underwriting decisions and it is imperative that all information you provide to the insurer is accurate and complete.

You are under a duty to answer all questions posed by the insurer or ourselves on your behalf, honestly and with reasonable care. It is presumed, unless the contrary is shown, that you would know all questions in an application or at renewal is material to the risk undertaken by the insurer or the calculation of the premium by that insurer, or both. Any failure to disclose material information may invalidate a claim and render your policy void. You must inform and disclose any material information including any material changes that might take place between the time you complete an application form and the time you pay the first premium.

To assist us in providing you with a comprehensive service and to keep our records as up-to date as soon as possible, please notify us of any changes to your personal circumstances, e.g., name change, change of address, etc.

### Sustainable Investing

We will consider adverse impacts of investment decisions on sustainability factors in our investment and insurance-based Investment advice. We will gather your preferences of Sustainable Investing and build them into our Statement of Suitability for you. Ultimately, it is the Product Producers we have agencies with that build the Investment Products we advise on, and it will be their documentation we are relying on when advising you on Sustainable investments. All information re Sustainable Finance Disclosures will be adhered to by the Product Producers and their brochures and documents will outline their disclosures.

### Remuneration

Truplan Financial Services is remunerated by commission and other payments from product producers or companies we have an agency with on the completion of your business. You may choose to pay in full for our services by means of a fee, which we will agree in writing with you prior to conducting business. Where we receive recurring commission, this forms part of the remuneration for any ongoing service provided and we will provide you with an annual update on your Investment business. 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 us unless an arrangement to the contrary is made.

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. If you need further explanation on this information, please do not hesitate to call us.

We charge a fee of €150 per hour for advice which does not result in business being written. We may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance from the lenders we have an agency with. The actual amount of commission will be disclosed in the ESIS (European Standardised Information Sheet) which will be forwarded to you by the lender. The information on the various levels of commission payable by creditors providing credit agreements being offered is available on request.

The following is our fee structure for Mortgages.

1. Application fee	€100
2. Approval in Principle	€250
3. Loan offer	€250

Any additional fee would be notified and agreed in writing prior to any work being commenced. 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.

As a member of the Broker Assist Ltd mortgage processing service, we will charge you an application fee on their behalf of €100 for each application submitted. This fee does not guarantee that the application will be successfully placed with the lender of choice or any lender. On mortgage applications, it will be necessary for you to carry out a valuation on the property; the cost of this is ordinarily borne by the applicant and is non-refundable.

If by investing in sustainable investment products there are any differences in charges etc., we will advise you of this in advance of advising you on your investment.

### Client Receipts

We request that all cheques or negotiable instruments are made payable to the appropriate Product Provider for Life, Pensions and Investment business. We shall issue a receipt for each payment received. These receipts are issued with your protection in mind and should be stored safely. Every effort is made to ensure that clients' money is transmitted to the appropriate Financial Institution /Product Provider without delay.

The acceptance by TruPlan Financial Services of a completed proposal DOES NOT in itself constitute the effecting of a policy. It is only when the Insurer confirms the policy is in place that your policy is live.

### Regular Reviews

It is in your best interests that you review, on a regular basis, the business which we have arranged for you. As your circumstances change, your needs will change. Please advise us of those changes and request a review of the relevant policy so that we can ensure that you are provided with up-to-date advice and products best suited to your needs.

### Conflicts of interest

It is TruPlan Financial Services policy 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 and agree it with you before providing you with any service.

### Default on payments by clients

TruPlan Financial Services will exercise its legal rights to receive payments due to it from clients (fees) 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 the details of such provisions. Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

### Complaints

TruPlan Financial Services has a complaints procedure in place, a copy of which is available on request. Complaints may be made in writing, by email, by telephone or in person, if your complaint is by telephone or in person, we will initially write to you to confirm our understanding of your complaint. Please send all complaints to Sean Kerins, TruPlan Financial Services. 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 or response to your complaint,

you are entitled to refer the matter to the; Financial Services & Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Lo call 01 5677000 email [info@fspoi.ie](mailto:info@fspoi.ie).

### Data Protection

TruPlan Financial Services complies with the requirements of the Data Protection Regulations 1988-2018. The data will be processed only in ways compatible with the purposes for which it was given. See Data Privacy Notice for full Data Policy given to you with these Terms of Business.

### Investor Compensation Scheme

We are members of the 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. 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.

### Governing Law and Business Succession

These Terms of Business shall be governed by and construed in all respects according to the laws of the Republic of Ireland and will be deemed to cover any successors in business to TruPlan Financial Services.

### Declarations

I/We acknowledge that I/We have been provided with Terms of Business and Data Privacy Notice for TruPlan Financial Services and confirm that I/We have read and understand them.

### DIRECT MARKETING

I/We consent to TruPlan Financial Services making contact with me/us in relation to the range of services they provide or their associated or partnership companies which they feel may be of interest to me/us and to the sharing of relevant information.

TruPlan Financial Services will still be allowed to contact you in relation to the business you have been advised on, even if you opt out of marketing material. You have the right to be removed from our marketing lists in the future, by contacting us and requesting same.

If you wish to avail of these services, please tick here; (Otherwise you will not be on our mailing list).

Post: \_\_\_\_ Phone:\_\_\_\_ Email:\_\_\_\_ Text:

We may also use automated data processing or profiling to allow us to give you quotes etc, and for marketing purposes, by signing these terms of business you are also agreeing to us using these systems on your data.

Client 1: \_\_\_\_\_

Client 2: \_\_\_\_\_

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