

Terms of Business

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm 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 in advance of providing any further services to you.

Authorised Status:

FDC Financial Services Ltd (C1004) is regulated by the Central Bank of Ireland as an Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations 2018; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995. 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 to verify our credentials.

Codes of Conduct

FDC Financial Services Ltd 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

Our Service

FDC Financial Services Ltd is a member of Brokers Ireland. Our principal business is to provide advice and arrange transactions on behalf of Clients in relation to life insurance, pensions, general, savings & investment products. A full list of our product providers is available on request.

Fair & Personal Analysis - describes the extent of the choice of products and providers offered by an intermediary within each product category i.e., life assurance, pensions, savings, investments & general insurance. This means the number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitute sufficiently large' will vary depending on the number of providers operating in the market. To ensure that the number of contracts and providers is sufficiently large to constitute a fair & 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 intermediaries,
- 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.

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.

Life & Pensions, Investment/Savings Business

FDC Financial Services Ltd provides life & pensions/investments/deposits on a fair & personal analysis basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation. All deposit accounts for a term greater than 12 months are regarded as an investment product.

FDC Financial Services Ltd will provide assistance to you with any queries you may have in relation to your policies or in the event of a claim during the life of the policies. It is your responsibility to read the policy documents, literature, and brochures to ensure that you understand the nature of the policy. We will explain clearly to you the restrictions, conditions and exclusions that attach to that policy, in particular in relation to income protection & serious illness products.

Non-Life Insurance

FDC Financial Services Ltd can provide advice on and arrange products from the following range: household, motor, health, travel, commercial, public liability, and employer liability. FDC Financial Services Ltd provides general insurance on a limited analysis basis. We provide advice on the following product providers:

- Aviva
- Zurich Insurance plc

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 (ESG) 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; we liaise with the product providers in relation to these funds. This information is reviewed by the firm on an ongoing basis.

Principal Adverse Impacts on Sustainability Factors in the advice

When providing advice on insurance-based investment products ('IBIPs') or investment advice we assess the Principle Adverse Impacts information published by product manufacturers as follows:

We examine the product provider literature to establish the Principal Adverse Impacts for the relevant products. We compare financial products across available providers to make informed investment recommendations about the suitability of ESG products for individual clients.

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Our recommendations are limited to the products available to our firm.

Impact on Return

We have not assessed the likely impacts of sustainability risks on the returns of investments/pensions.

Statement of Charges

FDC Financial Services Ltd is remunerated by commission and other payments from product producers on the completion of business, including advice provided on insurance-based investment products (IBIP's). On occasion we may receive non-monetary benefits or a combination of these methods. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients.

You may choose to pay in full for our services by means of a fee. Where we receive a recurring commission, this forms part of the remuneration for initial advice provided. We reserve the right to charge additional fees if the number of hours relating to on-going advice exceeds the amount that can be supported by the recurring commission received based on the charge out rate that applies.

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 – <https://financial.fdc.ie/>

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below. In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below. Where it is not possible to provide the exact amount, we will provide you with the method used to calculate the fee.

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 may become the amount payable to the firm unless an arrangement to the contrary is made.

Life, Pensions & Investment Fees

You may elect to deal with us on a fee basis as follows:

Hourly charge out rate:

Principal/Senior Advisors €250 per hour
Junior Advisors €150 per hour
Trainee/Support Staff €75 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 €200 per hour to a maximum of €300 per hour. We will notify you in advance and agree the scale of fees to be charged.

Personal Retirement Savings Accounts (PRSA's) – Fees

Where advice is requested for PRSA's, the following hourly fees may apply:

Principal/Senior Advisors €250 per hour
Junior Advisors €150 per hour
Trainee/Support Staff €75 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 €200 per hour to a maximum of €300 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 firm unless an arrangement to the contrary is made.

Non-life remuneration

FDC Financial Services Ltd is remunerated by commission from insurers on completion of business.

Ongoing Remuneration

We wish to inform you we receive ongoing remuneration from the product providers in respect of the financial service provided to you. This remuneration is based on a percentage of the value of your fund/annual premium.

Details of the remuneration are available on our website at: <https://financial.fdc.ie/why-fdc-financial-services-ltd/>
Where an override commission is received, this will be disclosed to you in general terms.

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.

Conflict Of Interest

It is the policy of FDC Financial Services Ltd to avoid conflict of interest when providing services to clients. Where an unavoidable conflict arises, we will advise you of this in writing before providing any business service. If you have not been advised of any such conflict you may assume that no conflicts exist.

A copy of our conflict of interest policy is available on request.

Ongoing Suitability of Investments

Ongoing suitability assessments form part of the service to clients. On a regular basis the firm will issue a client report outlining changes in the services or instruments involved and/or the circumstances of the client.

Insurance-based Investment Products

We will offer periodic assessments of suitability for the insurance-based investment products which we have arranged for you.

Regular Reviews

It is in your best interest 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 advise you to contact us to avail of our review service to ensure that you are provided with up to date advice and products best suited to your needs and risk profile.

Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. In particular, without limitation of 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 Procedure

FDC Financial Services Ltd has in place a written procedure for the handling of complaints, whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. We will acknowledge your complaint within 5 business days, and we will fully investigate same. 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 business 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 Ombudsman or the Pensions Ombudsman. A full copy of our complaint procedure is available on request.

Compensation Scheme

FDC Financial Services Ltd is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998.

Investor Compensation Scheme

The Investor Compensation Act 1998 provides for the establishment of a compensation scheme and 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 for the firm to be 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

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 Statements of Facts will be provided to you. These are important documents as they form the basis of an insurance contract between the insurer and you, the consumer. You should review and confirm that the answers contained within are true and accurate.

Cancellation of a Contract of Insurance

If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days of the date you were informed the contract is on cover.

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right to cancellation does not apply where, in respect of life insurance, the contract is for a duration of six months or less. You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the insurance contract.

Post-Contract Stage and Claims

An insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

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 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 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. a fraudulent claim, they may notify the consumer advising that they are voiding the insurance contract, and it will be

Commercial Customers: Non-Consumers Disclosure of Information

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

Data Protection

FDC Financial Services Ltd are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. Your data will be passed to the relevant product producers with whom FDC Financial Services Ltd has agencies for the purpose of arranging transactions agreed with you. Your data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice & Data Protection Policy and Procedures.

We will ensure that this privacy notice is easily accessible. Our Data Privacy Notice is available on our website <https://financial.fdc.ie/privacy-policy/> or can be requested by contacting our Compliance Officer at emilycollins@fdc.ie or 021-237 9885.

Client Name

Client Name

DIRECT MARKETING

I/we consent to FDC Financial Services Ltd contacting me/us in relation to the services provided by FDC Financial Services Ltd.

Please tick each of the ways in which you wish us to contact you:

Letter Landline Mobile Phone Email SMS Text

I/we do not consent to be contacted with any marketing material from FDC Financial Services Ltd

Signed

Date

Signed

Date

THIRD PARTIES

I/we consent to FDC Financial Services Ltd passing our personal data within FDC Group so that they can contact me in relation to other services provided by FDC Group.

Please tick each of the ways in which you wish us to contact you:

Letter Landline Mobile Phone Email SMS Text

I/we do not consent to have our personal data passed within FDC Group

Signed

Date

Signed

Date

FDC Financial Services Ltd undertakes to perform its responsibilities under General Data Protection Regulation and the Data Protection Act. Individuals have the right to withdraw consent to be contacted with marketing information or have their information passed within the Group at any time.

If you wish to withdraw consent or require any further information regarding the use of your data by FDC Financial Services Ltd, please contact: emilycollins@fdc.ie | 021-237 9885

The Privacy Policy of FDC Financial Services Ltd can be found on our website: <https://financial.fdc.ie/privacy-policy>

Terms of Business

Attaching for your information a document setting out the terms under which we will provide business services to you. Please ensure that you read these terms thoroughly.

These terms will remain in force and apply to any business service provided to you now or at a future date. Should we change any of our business terms at a future date, I will advise you at our next meeting.

TERMS OF BUSINESS

I/we acknowledge that I/we have been provided with a copy of the Terms of Business of FDC Financial Services Ltd. and confirm that I/we have read and understood them.

Signed

Date

Signed

Date