

Helping You on Life's Financial Journey

These Terms of Business sets out the basis on which *Eolas Money Management Limited*, T/a *Eolas Money*, will provide its services to you as a client of the firm. These terms of business are valid from September 2023. 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 from the commencement of our relationship with you we will notify you.

## Our Company details

Eolas Money Management Limited, T/A Eolas Money, is registered in Ireland, registration number 478055. Our registered address is: Ard Gaoithe Commercial Centre, Ard Gaoithe Business Park, Clonmel, Co. Tipperary. Our Central Bank authorisation number is 56223.

### **Our Authorisation**

Eolas Money Management Limited T/A Eolas Money. C56223, is regulated by the Central Bank of Ireland as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995, as an Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations, 2018, as a Mortgage Intermediary under the Consumer Credit Act 1995 and as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and as a Debt Management Firm under Part V of the Central Bank Act 1997 (as amended by the Central Bank (Supervision and Enforcement Act, 2013). Copies of our regulatory authorisations are available on request. The Central Bank of Ireland also holds registers of regulated firm's so you can verify our regulatory status by phoning them on 1890 777 777, or by visiting their website at www.centralbank.ie.

#### Codes of Conduct

Eolas Money Management Limited, T/A Eolas Money, is subject to the Consumer Protection Code, the Authorisation Requirements and Standards for Debt Management Firms, the Minimum Competency Code and Fitness & Probity Standards, all of which offer protection to consumers. These codes can be found on the Central Bank's website www.centralbank.ie.

#### **Our Services**

*Eolas Money Management Limited*, T/A *Eolas Money*, offers financial advice to employers and individuals. Our employees are bound to act in your best interests and to help you with your financial requirements. Our services include, but are not limited to:

- Income Advice
- Banking, Budgeting & Money Management Advice
- Savings & Investments Advice
- Protection Advice
- Debt Management Advice

- Loans, Borrowings and Mortgage Advice
- Retirement Planning Advice
- General Financial Wellbeing Advice including advice on any or all of the above

Eolas Money Management Ltd. T/A Eolas Money is a member of Brokers Ireland.

Part of our business is to provide financial advice and arrange transactions on behalf of our clients in relation to life & pensions and mortgages. A full list of insurers, product producers, lending agencies and other financial institutions with which we deal is available on request.

Eolas Money acts as a Broker which means that:

- The principal regulated activities of the firm are provided on the basis of a fair and personal analysis of the market; and
- You have the option to pay in full for our services by means of a fee

## Fair and Personal Analysis

The concept of fair and personal analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/ or a specialist area. 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 constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be such that could be reasonably 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 size of the customer order,
- the number of providers in the market that deal with brokers,
- 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.

## Life, Pensions, Savings and Investments

*Eolas Money* provides life assurance, savings and investments and pensions on a fair and personal analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

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.

Specifically on the subject of permanent health insurance policies, it is our policy to explain to you a) the meaning of disability as defined in the policy; b) the benefits available under the policy; c) the general exclusions that apply to the policy; and d) the reductions applied to the benefit where there are disability payments from other sources.

For a serious illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

## **Mortgages**

Through the lenders or other undertakings with whom we hold an agency, *Eolas Money* can provide advice on and arrange mortgage products from the following range: fixed-rate loans, variable rate mortgages, capital & interest mortgages, interest only mortgages, endowment mortgages, pension mortgages and residential investment property.

*Eolas Money* provides mortgage advice on a fair and personal analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate 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.

#### **Insurance Based Investment Products**

*Eolas Money* are remunerated by commission for the advice we provide on our Insurance based investment products and by commission for our investment intermediary services.

## **Statement of Charges:**

Eolas Money provides professional financial advice, with our expertise gained through significant investment in education and through experience. In some cases, our advice does not necessitate the implementation of any new financial products, in which case paying by fee is the only option. In general however, Eolas Money are remunerated in four different ways:

# 1. Hourly Fees:

For Life, Pensions (including PRSA's), Savings & Investments advice, we charge a fee based on our hourly rate, which is: €200 + VAT per hour or part thereof.

## 2. Initial and ongoing Monthly Retainer Fees:

Payable by clients by monthly standing order for initial financial advice and plan and ongoing financial advice.

Single €75 per month €60 per month Married / Partnered €100 per month €80 per month

## 3. Product Arrangement Fees or Commission:

Where a product or products are required, we can offer you the option to pay us in full for this service by means of a fee, or we can be paid by means of a commission payment received from the product providers.

This fee will be dictated by the amount of work and time involved on our part in the arrangement of the product for you, using our hourly rate of €200. Although most clients are happy for us to be remunerated directly by the insurance company for these products by means of commission, should you wish to pay for this product instead by means of a fee we will agree any such in advance with you.

In relation to the following products, please note the arrangement and advice fees that apply are as follows:

Last Minute AVC's Per Product

€800

(50% payable at in advance for computation, balance at application stage)

## 4. Management fees for funds under administration:

Paid by investment managers/product providers but deducted from your investment funds,

#### **Commissions**

As outlined above, the remuneration we receive varies depending on the type of product we arrange on behalf of our clients and the provider with whom the business is placed. In all cases we will advise you in advance of the arrangement of the product as to the commission payable to us for the product. Where we receive recurring commissions from the product providers, this will also be disclosed to you at the outset and may form part of the remuneration for the ongoing advice and reviews provided. As already outlined, where we receive a commission from a product provider, this can be offset against the fee which we will charge you for the arrangement of the product.

# **Mortgages**

We may receive up to 1% (or whatever maximum is applicable) of the loan amount for arranging mortgage finance by means of commission. This commission is paid by the mortgage lender. The actual amount of commission will be disclosed at a later stage in the ESIS (European Standardised Information Sheet) which will be forwarded to you by the lender. Information on the variation in levels of commission payable by the different creditors providing credit agreements being offered are available on request. We also reserve the right to charge a non-refundable mortgage application fee of €800 plus VAT, payable at initial application stage. 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.

## Ongoing Suitability: Investments

Ongoing suitability assessments form part of the service to clients. On a periodic 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 provide periodic assessments of the suitability of the insurance-based investment products 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. You should 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. Failure to contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

### Disclosure of Information

Any failure to disclose material information may invalidate your claim and render your policy void.

## Confidentiality

All information furnished by you to *Eolas Money Management Ltd* will be treated in strictest confidence. Only with your consent is it disclosed to other organisations with whom the company is negotiating on your behalf.

## **Debt Management**

# What you should know about Debt Management services

This document provides you with key information about debt management services. It is not marketing material. The information is required by law to help you understand the nature of this service and the risks of using the service. You are advised to read it so that you can take an informed decision about whether debt management services are suitable for your personal circumstances.

### We will charge for our services but there are sources of free debt advice and services

The Money Advice and Budgeting Service (MABS) offer free advice for people in debt, or in danger of getting into debt, in Ireland.

MABS can be contacted at its helpline (076 1072000) which operates Monday to Friday from 9am to 8pm or via email at helpline@MABS.IE

MABS has over 60 offices nationwide. For details of your nearest office, visit the Contact MABS area of its website at www.mabs.ie.

# We cannot make payments to your creditors on your behalf

We are not authorised to hold your funds or make payments on your behalf. If an arrangement is agreed with your creditors, it will be your responsibility to make the revised payments to the creditors.

# You will know the total cost to you of any fees and charges associated with the service

Our fees and charges for debt management will be applied as follows:

Initial Consultation €400 + VAT
 Hourly rate €200 + VAT

Fees will be based on the quantity of work involved and the time we anticipate this work taking. Depending on circumstances, this fee may be paid in installments. These fees will be outlined and agreed with consumers and provided to them in writing prior to progressing to a letter of engagement.

*Eolas Money* will go through a full financial assessment process with you which will cover all the options for dealing with your debt

The company will use a standard financial statement to obtain financial information from you.

You must ensure that all information about your personal and financial circumstances which you will supply as part of the financial assessment is accurate. We will consider a full range of debt management options available to you the customer.

## You will receive a Statement of Suitability

This statement of Suitability will provide you with details of a proposed course of action for you and explain why this proposed course of action if suitable and affordable to you. How the proposed options work as well as any actual or potential consequences of the proposed course of action will be explained in the statement of advice.

# Other information you should be aware of

You may be responsible for undertaking the actions proposed and you may engage a third party to assist you.

Creditors are not obliged to accept reduced payments or freeze interest or charges;

Your Creditor's collection activities may continue even though you have engaged a debt management firm.

If you cancel payments to your creditors, you will be in breach of your credit agreement with them and your account(s) will go into arrears or further in to arrears;

If you reduce your payments it may mean it takes longer to pay off your creditors and you may pay more than if you paid over a shorter term.

If you undertake a proposed course of action it may affect you credit rating, which may limit your ability to access credit in the future.

If you are a property owner, as part of any arrangement, you may be required to sell or re-mortgage your property to pay off some or all of your debts. Your ability to do so may be restricted and a mortgage may only be offered at a higher interest rate.

If you are a property owner, failure to make the negotiated payments to creditors could result in you losing your home.

If you want to stop using our services at any stage you may do so.

If you wish to stop using our services, you can notify the firm that this is the case.

If you stop using our services, any outstanding charges will be payable.

If any fees have been paid towards the services which have not been acted on, these will be reimbursed. This will not include the initial consultation fee which is non-refundable.

If you are not happy with the service you receive, you have the right to complain. This will be handled in accordance with the firm's complaints procedure. If your complaint is not resolved to your satisfaction, you have the right to refer your complaint to:

The Financial Services Ombudsman Bureau, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin2.

Phone: 1890 882090 or 01 662 0899

#### **WARNING:**

# YOU MAY STILL HAVE DEBT OUTSTANDING AFTER COMPLETING THE DEBT MANAGEMENT PROCESS.

#### Conflicts of interest

It is the policy of our firm 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 before providing you with any service. A full copy of our conflicts of interest policy is available on request. Furthermore, we review our Conflicts of Interest policy on an annual basis to identify any deficiencies and we will make changes to the policy as required.

Such conflicts might arise where *Eolas Money* or one of its employees:

- Is in receipt of commission/intermediary remuneration from a provider which business is placed with.
- Is likely to make a financial gain, or avoid a financial loss, at the expense of the client.
- Receives or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service.

The concern would be that such relationships would allow a reasonable person to question whether the parties can act at all times at arm's length with each other and whether their commercial or personal interests could be conflicted.

The firm mitigates these risks by:

 A Terms of Business is provided to clients providing an overview of the firm's services and remuneration policy.

- · Completing a Full Fact Find with clients.
- A detailed statement of suitability will be issued to the client on the product/service recommended. The firm ensures that products sold are suitable to client's needs, circumstances, financial situation, risk and are not commission driven.
- Use of the research guidelines and checklist completed and retained on file.
- Review carried out to determine the ongoing suitability of products for clients (if applicable)
- Where an unavoidable conflict of interest arises, the conflict of interest will be disclosed to the client, and client must acknowledge in writing that they are happy to proceed.

Where an unavoidable conflict of interest arises, we will disclose the general nature and/or source of the conflicts of interest to you and advise you of the procedures to be followed in order to manage any such conflict before providing you with any service. In such cases, the consumer must acknowledge, on paper or on another durable medium, that he/she/they is aware of the conflict of interest and still wants to proceed.

On occasion, *Eolas Money* and its employees attend professional development seminars which are hosted or sponsored by product providers. In order to avoid any potential conflicts of interest in this regard, it is our policy to attend seminars offered by different providers throughout the year rather than limit such attendance to those offered by one provider.

Separately, *Eolas Money* restricts the value of any gifts, entertainment or minor hospitality to ensure that no conflicts of interest might arise on the basis of an inducement. The limit of any such gift in any given year would amount to the value of overnight accommodation and/or an evening meal.

## **Vulnerable Client Policy**

Eolas Money considers a Vulnerable Person as an adult who may be restricted in capacity to guard himself / herself against harm or exploitation or to report such harm or exploitation. Restriction of capacity may arise as a result of physical or intellectual impairment. Vulnerability to abuse is influenced by both context and individual circumstances. We recognise that all individuals, no matter how vulnerable, have a fundamental right to control and manage their affairs. Eolas Money recognises its obligation to understand the risk factors involved, and to ensure that the advice they are giving is in the best interest of the client, taking into account all of the relevant circumstances by informing themselves about what these relevant circumstances are via the completion of a detailed fact find and needs assessment.

We understand that in some cases, even though a person may have the capacity to contract, the quality of the consent may not be free and voluntary in the fullest sense because of the influence of others. In other cases, a person may simply

take advantage of an older person, which may amount to what is considered in law as "unconscionable conduct". We also recognise that although there is a presumption that a person who has reached the age of 18 years has capacity to make decisions, it is important that we do not also assume that, because of vulnerability or age, a person lacks capacity. Where questions arise as to the ability of a person to make decisions, we will carry out an assessment of their capacity sensitively, by taking more time to ensure that we obtain all of the necessary information to make the assessment and furthermore separately taking time to ensure that the client understands the issues.

We will ensure that any transaction that a vulnerable/older client is entering into is in that client's best interest. This includes advising the client that they have an obligation to make provision for themselves, including their own future care needs.

Eolas Money will not take indirect instructions on behalf of an older client, but instead will arrange to take instructions personally and without any other members of the family or other persons being present to ensure the client is acting freely, to confirm the client's wishes and to avoid undue influence by family members or other persons.

In assessing whether or not a client is vulnerable, Eolas Money will:

- Assess if the client has any clear infirmity such as sight or hearing impairment,
- Assess if the client is an existing client,
- Allow the client the opportunity to have someone else attend all meetings and/or review all correspondence before any actions are taken or advice offered,
- Assess if the client has previous experience of financial products and transactions, particularly those bearing risk,
- If the client is seeking advice for the first time, endeavour to ensure that the urgency is not being dictated by a family member.

## Environmental, Social & Governance

What Is ESG? It used to be accepted that the main purpose of companies was to maximise profits and most investors were happy with that. Now, the majority of companies accept that they have broader responsibilities, and many investors have higher expectations. Formerly referred to as 'responsible investing', the term 'ESG' is now dominant and is derived from its three main strands – environmental, social and governance.

People often complain about the complexity around financial products and advice and could be forgiven for not wanting an ESG layer - with its associated jargon. However, the involvement of regulators has brought ESG into the day-to-day business of finance and you cannot avoid it! You will see it in the form of product choices presented to you and the documentation you receive.

At *Eolas Money*, we want you to understand what ESG is all about, so when we provide this Terms of Business to our client we also provide a copy of the Brokers Ireland ESG Investment Guide. However, please note, when recommending investments or fund choices to our clients, only if specifically requested and

agreed in advance with clients will we be considering the adverse impacts of investment decisions on sustainability factors in your investment advice or insurance advice (IPIBs)?

## 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.

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**

While we are happy to receive verbal complaints, it would be preferable 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. 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 our response to your complaint, you are entitled to refer the matter to the Financial Services & Pensions Ombudsman (FSPO). A full copy of our complaints procedure is available on request. All complaints should be addressed to:

The Managing Director,

Eolas Money Management Limited,
Ard Gaoithe Commercial Centre,
Cashel Road,
Clonmel,
Co. Tipperary.

Specifically in relation to complaints about how we treat your data,

Eolas Money's GDPR Owner is Jim Stapleton, who can be contacted at jim@ eolasmoney.ie. Any queries or complaints from the data subject(s) will be sent directly to the GDPR owner.

*Eolas Money* clearly provides data subject(s) with its Privacy Notice by publishing it on its website, www.eolasmoney.ie,

Data subject(s) may submit a complaint regarding the following:

- How their personal data has been processed
- How their request for access to data has been handled
- How their complaint has been handled
- Appeal against any decision made following a complaint.

Data subject(s) lodging a complaint with *Eolas Money*'s GDPR Owner may do so by means of an email direct to the GDPR Owner as published (at this location) here. Data subject(s) may also lodge a complaint in writing. Complaints received by telephone will not be accepted and will need to be in writing. Appeals on the handling of complaints are to be resolved within the timeframe set out above.

Eolas Money will also inform the data subject(s) of their right to complain directly to the supervisory authority (Office of the Data Protection Commissioner). In doing so, Eolas Money provides the data subject(s) with the contact details of the supervisory authority (Currently Office of the Data Protection Commissioner. 21 Fitzwilliam Square South, Dublin 2, D02RD82, Ireland) and informs them of their right to seek judicial remedy. More information can be found below under GDPR.

#### **Data Protection**

*Eolas Money Management Ltd* is subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

The Company 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.

We will ensure that this Privacy Notice is easily accessible. Please refer to our website https://eolasmoney.ie/privacy-policy/ if this medium is not suitable we will ensure you can easily receive a copy by hard copy, or over the phone.

Please contact us at jim@eolasmoney.ie if you have any concerns about your personal data.

## **Compensation Scheme**

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

## **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 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.

## **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.

# Acceptance or rejection of advice

You may accept or reject completely or in part any recommendation from *Eolas Money Management Ltd.* and you have the sole authority with regard to the implementation, acceptance or rejection of any guidance or advice from *Eolas Money Management Ltd.* 

# Consent to use and retention of data for services, advice and communication:

Nothing is more important to *Eolas Money* than the relationships we have with our clients. The security of our client's personal Information is one of our highest priorities. We take great care to ensure we maintain that security and that we meet all legal and compliance requirements. *Eolas Money* uses the personal data we collect from our clients for these purposes:

- To provide *Eolas Money* clients with financial planning and financial advice tailored to their specific needs and circumstances,
- To communicate with clients about Eolas Money services or events that can or may benefit our clients.

Client Signature & Date:

These means of communication are: Email, Phone call, SMS, Post.

Please sign here to indicate that you are happy for us to retain your data for this purpose:

<i>Information.</i> Terms of Business Effective from Se	Client Acknowledg ptember 2023	ement:
which we provide service this document carefully. transactions undertaken remain in force until furt to our Terms, we will advace to you. I acknow	Terms of Business, which or es to our clients. Please ensu These Terms of Business app for you or services provided her notice. Should we make vise you in advance of provic vledge that I have been provi Eolas Money and have read	Ire that you read ly to all business to you and will any material changes ding any further ided with a copy of
Client Signature & Date	Client Signature & Date	Financial Planner's Signature & Date

# **NOTES**



Helping You on Life's Financial Journey

FINANCIAL SECURITY

YOUR GOALS ACHIEVED

PEACE OF MIND

