



investments • pensions • mortgages

TERMS OF BUSINESS - HDFS LTD T/A MONEYCARE

HDFS Ltd t/a Moneycare is regulated by the Central Bank as an Investment Intermediary under the Investment Intermediaries Act 1995, as amended; as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016, as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995, (as amended) and as an Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations, 2018. The Central Bank holds registers of regulated firms (our reference is C12721). You may contact the Central Bank on (01) 224 5800 or visit their website on www.centralbank.ie to verify our credentials.

Moneycare is subject to the Central Bank's Consumer Protection Code, Fitness & Probity Standards, and Minimum Competency Code, which offer protection to consumers – these Codes can be found on the Central Bank's website www.centralbank.ie. Moneycare does not hold a shareholding in any insurer and likewise no insurer has a shareholding in our firm.

Moneycare offers advice on a fair and personal analysis basis in relation to all aspects of mortgage finance and also in relation to Life Assurance products (Term Cover, Serious Illness and Permanent Health Cover), Pensions, Investments, and PRSAs. This means, for these products, we advise on a wide range of providers and products on the market. We also provide advice on a limited analysis basis for Household Insurance through our agencies with Allianz and Aviva General. We also transmit your orders to any of the products producers with which we hold an agency – a list of which is enclosed in Appendix 1 of this document.

Our advice in relation to non-insurance based investment products will be on a limited analysis and non-independent basis as we may receive commission or fee from product providers. These products may be Tracker Bonds, Listed Shares and Bonds, and Collective Investment Instruments.

Ongoing Suitability of Insurance products and Investments

We do not conduct a periodic assessment of the suitability of insurance-based investment products or non-life financial instruments on an ongoing basis unless instigated at your request. However, 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 must advise us of those changes and request a review of the relevant policy or investment 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.

Life Assurance, Pension and Investments

In the case of Life assurance, Pension or Investment where Moneycare is not in receipt of commission, we reserve the right to charge a service fee, depending on the complexity of the transactions, time spent and the extent of the transaction - in such case the fee will be agreed with clients before any advice is given. Moneycare may also receive commission from product providers with which business is placed.

Mortgage Business

Moneycare is in receipt of mortgage commissions from lenders at a rate of up to 1% of the value of the amount borrowed.

Fees:

New Mortgages:

We charge a standard fee of €400 for advice in respect of new mortgage applications. This fee is payable in two equal instalments of €200. The first instalment is payable at the commencement of the application when all required documentation is submitted by to client to be processed. The second amount of €200 becomes payable at loan offer stage. Additional charges may apply to a more complex application.

Switcher Mortgages:

We do not charge a fee in respect of mortgage switcher applications.

General Insurance

We receive commission from product producers on issuing household insurance products

Other elements

We may receive additional remuneration for any product class from product providers based over and above standard commission rates. We may also receive renewal or other commissions while your product remains in-force. All of these commissions contribute to the overall cost of running our business and providing you with an ongoing service. Commissions which we receive are not offset against any fee which we may charge you, other than as specifically agreed on a case by case basis. The rates of remuneration which we receive from product providers/lenders is available on our website www.moneycare.ie.

Sustainable Finance Disclosure Regulation ('SFDR')

Sustainable investing is the process of incorporating environmental, social and governance factors into investment decisions. Sustainability is a broad term with many branches. The key legislative background is derived from the EU Taxonomy regulation, the Sustainable Finance Disclosure Regulation (SFDR) and the Insurance Distribution Directive (IDD).

The key product providers with which we engage have developed responsible investment as part of their investment philosophies and sustainability policies. These providers are obliged to specify certain classifications of funds identifying whether or not they meet sustainability characteristics. Some factors have very clear sustainability characteristics, with potential Principle Adverse Impacts also identified. However, some funds may not meet the sustainable investing standards for various practical and technical reasons and technical reasons.

We will engage with you to identify your risk attitude towards sustainable investing. We aim to provide you with investments to match your sustainable investment preferences. In some instances, we may not be able to identify funds to meet these preferences and we will explain alternative options.

We take due care so that our internal remuneration policy with respect to investment or insurance advise 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.

Complaints Procedure

For the sake of clarity for all concerned, we request that any complaint that you may have in relation to the business services provided should be made in writing to the firm outlining the nature of your complaint. Our Procedure ensures that all complaints are recorded and acknowledged within 5 business days. The complaint will be fully investigated by Moneycare and a full response will be provided to you. We will attempt to investigate and resolve a complaint within 40 business days. In the event that you remain dissatisfied with the handling of, and/or response to, a complaint you are entitled to refer your complaint to the Financial Services & Pensions Ombudsman.

Data Protection

Moneycare is a Data Controller as defined in the Data Protection Acts 1988 to 2018 (as amended). You have the right at any time to request a **copy of any 'personal data' within the meaning in the Acts that our office holds about you and to have any** inaccuracies in that information corrected.

Data Protection Notice:

HDFS Ltd t/a Moneycare complies with the requirements of the General Data Protection Regulation (GDPR) 2018 and the Irish Data Protection Act 2018. Moneycare 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 Statement, this will be given to all our clients at the time of data collection. We will ensure that this Privacy Notice is easily accessible. You can access our Data Privacy Statement on our website www.moneycare.ie/terms-of-business, or we can email a copy to you or send a hard copy by post.

Conflict of Interest

It is the policy of the firm to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this in writing before proceeding to provide any business service. If you have not been advised of any such conflict you are entitled to assume that none arises.

Consumer Protection

Moneycare is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998. The legislation provides certain remedies to eligible clients on default by the firm. The main details of the operation and conditions of the scheme are outlined in Appendix 2. Your legal rights against the firm are not affected by this scheme.

Default Remedies

Moneycare may, in the event of default by a client, take legal action to recover any monies due for services provided. Product providers are entitled to withdraw benefit or cover on default of any payments due under any products arranged for your benefit. It is therefore critical to the guaranteed continuance of your insurance that premiums due are paid in full. Lenders may impose penalties in the event of default of any payments due. Your home is at risk if you default on mortgage repayments.

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

Consumer Insurance Contracts Act 2019

The Consumer Insurance Contracts Act 2019 is aimed at enhancing consumer protection. The following sets out key provisions of the Act:

Subject to certain conditions, a consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 days after the date the consumer was informed that the contract is concluded. In the case of general insurance, the insurer cannot impose any financial costs on the consumer other than the cost of the premium for the period of cover.

The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

Post-Contract Stage and Claims

If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed

- 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or
- 10% of the claim settlement amount where the claim settlement amount is more than €40,000.

An insurer may refuse a claim made by a consumer 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 the contracting parties when the contract was concluded.

The consumer 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.

The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. (The insurer is under the same duty).

If, when making a claim, a consumer provides information that is false or misleading in any material respect (and knows 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 a fraudulent claim, they must notify the consumer on paper or on another durable means advising that they are avoiding the contract of insurance. It will be 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.

In addition, you should note the following:

You will be asked specific questions prior to taking out a policy, at renewal, and when you may require alteration to your policy. You are required to answer all questions asked by us, or the insurer, honestly and with reasonable care. Where you do not provide additional information after being requested to do so, it will be presumed by the insurer that any information previously provided remains unchanged.

An insurer may repudiate liability or limit the claim payment if it establishes that there has been non-disclosure of material information by a consumer, and that the insurer would not have issued a policy or issued a policy on the terms on which it did, if that information had been known to the insurer. Likewise, where there has been misrepresentation by a consumer, an insurer may, depending on the type of misrepresentation, reduce the amount of a claim or refuse to pay a claim.

A copy of an application form or proposal form or Statement of Fact, where such is relevant to the particular contract, will be provided to you showing the insurers specific questions and information required for underwriting purposes. You must review the document(s) provided and check that the answers you provided to insurers, or to us when assisting you to complete the application form or proposal form or Statement of Fact, are accurate. If any information or answer provided is incorrect you must notify us immediately.'

Commercial Customers who are not considered to be Consumers under the Act must continue to bring to our attention all material information which may be relevant to the risk. Any failure to do so may invalidate any claim and render your policy void.

Privacy Policy Consents, Permissions and Acknowledgements

Here at Moneycare we take your privacy seriously and will only use your personal information to provide the products and services you have requested from us. We use your personal information as outlined in our Data Privacy Statement. In order to allow us provide you with the products and services we offer you, we will need your consent to the collection, processing, sharing and storing of your personal information as follows:

Mortgage Finance and Life Insurance products:

I/We consent to Moneycare collecting, processing, sharing and storing my/our personal data as outlined in the Mortgage providers Data Privacy Statement for the purposes of them providing me/us with mortgage finance.

Life Assurance and associated insurance products (mortgage protection, serious illness cover, income protection, term assurance cover):

I/We consent to Moneycare collecting, processing, sharing and storing my/our personal data as outlined in the Data Privacy Statement above including special category personal information such as health data for the purposes of the life company providing me/us with life assurance and associated insurance products as outlined above.

Consent to Contact

However, from time to time we would like to contact you with details of other mortgage, insurance or related products and services that may be of interest to you. You may opt out or change your preferences at any stage by emailing info@moneycare.ie.

If you consent to us contacting you for this purpose please tick to say how you would like us to contact you:

Post ☐ Email ☐ Telephone ☐ Please do not contact me ☐

CLIENT ACKNOWLEDGEMENT

I/We acknowledge and confirm that I have been provided with a copy of the Terms of Business of HDFS Ltd t/ a Moneycare and that I have read through and understand these terms.

Customer Signature _____

Date _____

Customer Signature _____

Date _____

Appendix 1.

The following are a list of insurance undertakings and product producers from which Moneycare holds written letters of appointment to act as an intermediary.

Non Life Assurance Companies <ul style="list-style-type: none">• Allianz Ireland plc• Aviva Insurance Ltd	Pension Trustee Companies <ul style="list-style-type: none">• Bespoke Trustees Limited• Newcourt Pensioner Trustees Limited
Life Assurance Companies <ul style="list-style-type: none">• Aviva Life and Pensions• Irish Life• New Ireland Assurance• Royal London• Standard Life• Zurich	Deposit Agencies <ul style="list-style-type: none">• Permanent TSB
Non Insurance Investment & Stockbroker Appointments <ul style="list-style-type: none">• Arena Capital Partners Ltd• BCP Asset Management• Blackbee Investments• Broker Solutions• Cantor Fitzgerald Ireland Ltd• Davy Select• Greenman Investments• Wealth Options Limited	Lender Appointments <ul style="list-style-type: none">• Dilosk DAC trading as ICS Mortgages• Finance Ireland Credit Solution DAC trading as Finance Ireland Leasing• Haven Mortgages• Permanent TSB• Senior Money Mortgages (Ireland) DAC

Appendix 2.

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;

My firm is a member of the compensation scheme;

Compensation may be payable where money or investment instruments owed or belonging to clients and held, or in the case of investment instruments, administered or managed by my firm cannot be returned to those clients for the time being and 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:
- If it transpires that my 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 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1988: or
- Compensation of up to €20000.

Effective Date 19/09/2023