



COMPLETE FINANCIAL ADVICE

Terms of Business-Complete Financial Advice Ltd t/a Complete Financial

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.

Authorisation with the Central Bank of Ireland

Complete Financial Advice Ltd t/a Complete Financial (**Ref C29893**) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005 and authorised as an Investment Business Firm under Section 10 of the Investment Intermediaries Act, 1995. Copies of our regulatory authorisations are available on request. 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 to verify our credentials.

Codes of Conduct

The firm 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 Services

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to Life Assurance, Specified Illness Cover, Income Protection, Pensions, Investments and Financial Planning. A full list of insurers and product producers which we hold appointments with are detailed at the end of the document.

Fair Analysis

Fair Analysis The concept of fair analysis is derived from the Insurance Mediation Directive. It 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 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 quality of the product and service provided by the provider,
- cost and any other relevant consideration.

Sustainable Finance Disclosure Regulation ('SFDR')

This EU Regulation is effective 10 March 2021.

Environmental

Environmental considerations are climate change mitigation, pollution prevention, actual or potential impact on air, land, water, human health and ecosystems

Social

Social considerations are human rights issues, diversity etc

Governance

Governance considerations are inclusion of environmental and social considerations in decision making etc

As the area of the SFDR is new and evolving without sufficient information being currently available, we do not currently assess in detail the adverse impact of investment decisions on suitability when providing investment or insurance advice.

The key product providers with which we engage have developed responsible investment as part of their investment philosophies and sustainability policies. However, detailed information on specific fund recommendations we recommend is not always available.

As further information on the approach being taken by product providers, and their internal/external fund managers, becomes available over the course of the next year, we anticipate reviewing these areas in our assessment.

Life Assurance, Specified Illness, Income Protection (PHI), Pensions and Investments & Financial Planning.

The firm provides Life Assurance, Serious Illness Cover and Income Protection (PHI) advice on a fair 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 advise on Pensions and Investments on the basis of a review across all the key providers in the market.

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. 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. Specifically, on the subject of Income Protection (PHI) 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
- 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.

Knowing Your Client and Suitability Statement

Our services and advice are highly dependent upon our knowledge of your financial circumstances and, to this end, we will require you to complete a pre-meeting questionnaire and/ or provide us with sufficiently adequate third-party documentation to enable us to obtain the relevant information. In the event that you fail to provide us with sufficient information in respect of either your overall personal circumstances or for a specific transaction, we are required under the Consumer Protection Code 2012 not to act for you in such matters. The suitability of all financial products depends on many factors and Complete Financial Advice undertakes to use its experience and expertise in considering all relevant factors before recommending to any party the purchase of any product. Before purchasing any product, you will be advised of such suitability and then given a statement of why, in our opinion, such product is suitable for your needs. All advice given will be based on our understanding of current law and Revenue Commissioner Practice. It may be that subsequent changes might affect the validity of recommendations that may have been made and the use of any such product might need to be reviewed as a result.

Disclosure of Information

The law in the Republic of Ireland deems insurance to be a special class of contract which imposes onerous duties upon prospective Insured and their Agents, who are obliged to act with utmost good faith towards Insurers at all times. In addition, they are obliged to disclose to Insurers, before the contract is concluded, all material information that is known to them. This obligation of disclosure extends to those matters of which they ought to be aware in the ordinary course of their business. Any failure to disclose material information may invalidate your claim and render your policy void. If there is any breach of these duties the Insurers will be entitled to cancel the policy of insurance from inception, if the breach induced the making of the contract on the relevant terms, as well as seeking the recovery of all claims already paid under the policy. These duties of utmost good faith and disclosure also apply to the claims process. In completing a proposal form or claim form or other documentation relating to an insurance policy, the accuracy of all answers, statements and/or information is the Insured's sole responsibility.

Remuneration

The firm is remunerated by commission and/or fees. We will offer you the option to pay by means of a fee or commission in respect of advice for investments and pensions. With regard to protection products for life assurance, specified illness protection and income protection we are remunerated based on commissions payable by the product producer. Fees are charged on a time spent and disbursements basis, but specific fees for a project or process may be quoted for particular circumstances. Other than these said projects or processes, our current **basic hourly rate is €250 for Directors and Advisors and €100 for support staff**. In determining the rate, any additional charging factors such as specialist skills, complexity, value, risk and urgency will be taken into account. The rate of fees may be increased over time in line with inflation. In the event of a client defaulting on any payment of fees, the firm will, if necessary, exercise its legal rights to recover such monies due. Fees may be charged for advice given irrespective of whether a product purchase is initiated by the client. Where no explicit fee is charged to you, we are usually remunerated directly by the provider concerned - this may result in a reduced investment allocation rate or a higher management charge. In all instances, we strive to keep our charges competitive and appropriate to your personal circumstances. Where we put in place a financial product with a financial institution that generates a payment to us by commission or other payments, summary details of such receipts will be included in a product disclosure document which you are legally entitled to receive before an application for a product is completed and full details will be provided to you with your contract document. Where we receive recurring commission, this forms part of the remuneration for initial advice provided and for the ongoing management of your policy. In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for non-life business and Standard PRSAs. 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. 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 will become the amount payable to the firm unless an arrangement to the contrary is made.

Life Fees

The firm is remunerated by commission from insurers on completion of business. Details of this remuneration are available on request.

Personal Retirement Savings Accounts (PRSAs) – Fees

The minimum fee for PRSA advice is €250 however 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. Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will give an estimate of this rate in advance of providing you with services. Where the commission is greater than the fee due, the commission will become the amount payable to the intermediary unless an arrangement to the contrary is made.

Non-Life Remuneration

The firm is remunerated by commission from insurers on completion of business. Details of this remuneration are available on request.

LIST OF FEES

PRODUCT TYPE	INITIAL FEE	COMMISSION (INSTEAD OF INITIAL FEE)	SERVICING & ONGOING ADVICE
Regular Premium pension	Up to 20% of first annual contribution (min €500)	Up to 20% of first annual contribution (min €500)	Up to 0.75%
Single Pension Contributions & Transfers	Up to 5%	Up to 5%	Up to 0.75%
Approved Retirement Funds	Up to 4.5%	Up to 4.5%	Up to 0.75%
Retirement Bonds	Up to 5.5%	Up to 5.5%	Up to 0.75%
Single Top Ups to a Regular Premium Plan	Up to 5%	Up to 5%	Up to 0.75%
Investment Bonds & Portfolios	Up to 5%	Up to 5%	Up to 0.75%
Regular Monthly Investment Plans	Up to 20% of first annual contribution (min €500)	Up to 20% of first annual contribution (min €500)	Up to 0.75%
Single Top Ups to a Monthly Investment Plan	Up to 3%	Up to 3%	Up to 0.75%
Annuity	Up to 3%	Up to 3%	NIL

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 must 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.

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.

Default on payments by clients

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.

Termination of Relationship and Outstanding Fees

You or we may terminate our authority to act on your behalf with immediate effect 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 will 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, whichever is the later. In the event that a product arranged on your behalf is redeemed which results with Complete Financial Advice being required to refund commissions received, we reserve the right to charge you a fee for services provided up to the amount of commission refunded.

Cancellation/Cooling Off Period

A consumer has the right to withdraw from a life assurance company product (covering protection, pensions or investments), without giving any reason, within 30 days of the start date of the policy- this is known as the 'Cooling-Off Period'. This right of withdrawal may be exercised by notice in writing to the relevant life assurance company quoting your policy number. Any premium so paid will then be refunded without deduction.

Complaints

A customer defines a complaint as an expression of dissatisfaction, whether justified or not. Complaints may come from a number of different forms.

All complaints should be directed to

Fergus O'Halloran Director

Complete Financial Advice Ltd, t/a Complete Financial, Suite 439/440, 1 Horgan's Quay, Waterfront Square, Cork T23 PPT8.

Our Objectives

1. To respond to complaints in a courteous, timely and fair manner.
2. To endeavour to address the specific issues raised by our customers, and where appropriate, update our procedures to avoid re-occurrence of problems.
3. To endeavour to achieve a situation where our customer feels we have addressed the complaint
4. Where customers remain dissatisfied with the outcome of our efforts to resolve their complaint, to ensure they are notified of their right to refer their grievance to the Financial Services and Pensions Ombudsman (FSPO). If applicable.

Contact details of Financial Services and Pensions Ombudsman as follows:

- Lincoln House, Lincoln Place, Dublin 2
- Telephone 01 5677000
- Email info@fspo.ie

All complaints will be dealt with as follows

1. The complaint can be received in written or verbal format. Where the complaint received is verbal, the complainant will have the opportunity to have the complaint treated as a written complaint.
2. Details of all oral complaints are recorded in writing.
3. The complaint is recorded and documented on the customer's file.
4. The complaint is acknowledged within 5 business days of receipt of the complaint. A copy is placed on the customer's file.
5. The Complainant shall receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days, while the investigation of the complaint is ongoing.
6. We will endeavour to investigate and resolve the complaint within 40 business days of receipt of the complaint. Where 40 business days have elapsed, and the complaint is not resolved, the complainant will be informed of the anticipated timeframe within which we hope to resolve the

complaint and the complainants' right to refer the matter to the Financial Services Ombudsman or the Pensions Ombudsman.

7. Within 5 business days of the completion of the investigation of a complaint, the firm will send the complainant a letter explaining clearly the outcome of the investigation and, if appropriate, explaining the terms of any offer of settlement which the firm is prepared to make in settlement of the complaint.
8. Any subsequent or follow up queries will be dealt within 5 business days of receipt of the enquiry.
9. Where it has not proved possible to resolve the customer's complaint, and the complainant remains dissatisfied with the outcome and the firm believes it cannot make any further progress on the matter, the complainant will be advised of this and they are entitled to refer their complaint for consideration to the Financial Services Ombudsman or the Pensions Ombudsman.
10. All correspondence in relation to customer complaints will be retained for a minimum period of six years from the date of the last correspondence about the matter.
11. The firm will provide information about the subject matter of the complaint to the Financial Services Ombudsman or the Pensions Ombudsman, if requested to do so when a complaint has been referred to the Ombudsman by a customer.
12. The complaint log will be retained permanently and will be available for inspection by the Financial Services Ombudsman, Pensions Ombudsman and the Financial Regulator.

Data Protection

Complete Financial complies with the requirements of the General Data Regulation 2018 and the Irish Data Protection Act 2018.

Complete Financial 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 of 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 assessable.

Please refer to our website (www.completefinancial.ie/privacy-policy).

If this medium is not suitable, we will ensure you can easily receive a hard copy by post or in our office reception Suite 430/440 I Horgan's Quay, Waterfront Square, Cork P23 PPT8.

We would also like to keep you informed of insurance, pension or investment and any other services provided by us or associated companies with which we have a formal business arrangement which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call. We keep records of our business transactions for at least six years, including personal data defined as sensitive under the Irish Data Protection Act 2018. You have the right to inspect copies of all entries in our books or computerised records relating to transactions with you.

Professional Indemnity Insurance

For your protection, Complete Financial Advice carries Professional Indemnity Insurance with a sum insured / limit of indemnity of €1,500,000.

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.

Product Producers and Products for which Complete Financial Advice holds written letters of appointment to act as intermediary.

Investment & Saving	Pension & PRSA
Aviva Life & Pensions Ireland Ltd	Aviva Life & Pensions Ireland Ltd
BCP Asset Management Ltd	BCP Asset Management Ltd
BlackBee Group	Bespoke Investments Ltd
Royal London	Royal London
Cantor Fitzgerald	Cantor Fitzgerald
Irish Life Assurance Plc	Irish Life Assurance Plc
New Ireland Assurance Plc	New Ireland Assurance Plc
Standard Life Assurance Company	Standard Life Assurance Company
Wealth Options Ltd	Wealth Options Ltd
Zurich Life Assurance Plc	Zurich Life Assurance Plc
Quintas	
Moneycorp Ireland	
Bespoke Investments Ltd	

Life & Serious Illness	Income Protection
Aviva Life & Pensions Ireland Ltd	Aviva Life & Pensions Ireland Ltd
Royal London	Royal London
Irish Life Assurance Plc	Irish Life Assurance Plc
New Ireland Assurance Plc	New Ireland Assurance Plc
Zurich Life Assurance Plc	



Banc Ceannais na hÉireann
Central Bank of Ireland

Eurosystem

Statement of Authorised Status

Complete Financial Advice Limited t/a Complete Financial ('the firm') (Ref. No. C29893) is authorised as an investment business firm under Section 10 of the Investment Intermediaries Act, 1995 (as amended), to provide the services of an investment intermediary.

Complete Financial Advice Limited t/a Complete Financial is authorised to receive and transmit orders to product producers from whom a written letter of appointment is held, in relation to:

1. Shares in a company or bonds that are listed on a stock exchange, prize bonds
2. Relevant collective investment scheme instruments
3. Tracker bonds
4. Insurance policies
5. Personal Retirement Savings Accounts (within the meaning of the Pensions Act, 1990) ('PRSAs')

The firm is also authorised to act as a deposit broker and to give advice in relation to deposits.

When receiving and transmitting orders in relation to insurance policies and/or PRSAs, the firm may only accept cash or cheques/bank drafts from clients payable to itself where:

- (i) an insurance undertaking has invited renewal of a policy of insurance, or
- (ii) a proposal for insurance and/or PRSAs has been accepted by an insurance undertaking.

In all other circumstances cheques/bank drafts or other payment instruments must be made payable to the product producer.

For and on behalf of the Central Bank of Ireland:

Signed: Catherine Dillon

Signed: John Hawdon

