



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.

Contact details:

Foundation Stone Financial Planning Limited  
22 Stephen Street  
Kilkenny City  
County Kilkenny  
R95 TYC3

[www.foundationstonefp.ie](http://www.foundationstonefp.ie)

[Info@foundationstonefp.ie](mailto:Info@foundationstonefp.ie)

### **Authorisation with the Central Bank of Ireland**

Foundation Stone Financial Planning Limited is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 and as a Mortgage Intermediary authorised under the Consumer Credit 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](http://www.centralbank.ie) to verify our credentials.

### **Codes of Conduct**

Foundation Stone Financial Planning Limited 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](http://www.centralbank.ie)

### **Our Services**

Foundation Stone Financial Planning Limited is a member of the Professional Insurance Brokers Association (PIBA). As a member of PIBA we must be able to place insurance with at least five insurers of the relevant form (life/non-life) and therefore can generally give consumers greater choice than agents and tied agents. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life, pensions, investment and mortgage solutions. A full list of insurers, product producers and lending agencies with which we deal is available on request. Foundation Stone Financial Planning Limited acts as a Broker which means that:

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

### **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 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 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, considering 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 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, Deposits & Investments

Foundations Stone Financial Planning Limited provides life assurance and pensions structures 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 the 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 which we hold an agency, Foundations Stone Financial Planning Limited 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. Foundations Stone Financial Planning Limited provides mortgage advice on a fair 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 enough information from you before we can offer any advice on housing loans. This is because a key issue in relation to mortgage advice is affordability. Such information should be produced promptly upon our request.

### **Disclosure of Information**

Any failure to disclose material information may invalidate your claim and render your policy void. Foundations Stone Financial Planning Limited is remunerated by commission and other payments from product producers or lenders on the completion of business. You may choose to pay in full for our services by means of a fee; our fee structure is outlined below. Where we receive 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/ assistance exceeds 12hrs per undertaking, these fees will be charged in line with our below fee structure. We will notify you in advance when these fees are applicable. In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life, pensions and investments non-life business and Standard PRSAs. Where such fees are chargeable, we will notify you in writing in advance. 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/will 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 and Investments Fees**

You may elect to deal with us on a fee basis.

Principles / Directors €180.00 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 €180.00 per hour to a maximum of €250 per hour. A comprehensive financial plan may take as many as 10 – 30 hours to complete. On this basis fees for a comprehensive financial plan may range from €1800 to €5400. If fees are anticipated to be well in excess of this range, we will discuss this with you in advance of the work being started. We will notify you in advance and agree the scale of fees to be charged.

Personal Retirement Savings Accounts (PRSAs)

Fees Where advice is requested for PRSAs, the following hourly fees will apply: Advisor fees: €180.00 per hour.

### **Non-Life Remuneration**

Foundation Stone Financial Planning Limited is remunerated by commission from insurers on completion of business. Details of this remuneration are available on request. Where an override commission is received, this will be disclosed to you in general terms.

We may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance. This commission is paid by the mortgage lender. We submit our mortgage applications through PIBA Network Services; an administration fee of €250 is payable by the customer to PIBA Network Services which is non-refundable. This is not in any way an indication of mortgage/loan approval. 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. If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through our firm, we will charge you an arrangement fee of €750.00 for our services.

### **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**

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. 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 any complaints be made 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. If 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's procedure is available on request.

### **Data Protection**

Foundations Stone Financial Planning Limited complies with the requirements of the General Data Protection Regulation ('GDPR') 2018 and the Irish Data Protection Act 2018. Foundations Stone Financial Planning Limited 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

2018, in relation to not only processing your data, but ensuring you understand your rights as a client. Your data will be processed only in ways compatible with the purposes for which it was given, as outlined in our Privacy Notice. We will ensure that our Privacy Notice is always easily accessible to you. Our Privacy Notice is available for viewing on our website ([www.foundationstonefp.ie/privacy-notice](http://www.foundationstonefp.ie/privacy-notice)), however if this medium is not suitable for you, please advise us and we will issue you with a hard copy. Please contact us at [David@foundationstonefp.ie](mailto:David@foundationstonefp.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 able 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.

### **Client acknowledgement Terms of Business**

I acknowledge that I have been provided with a copy of the Terms of Business of Foundation Stone Financial Planning Limited and confirm that I have read and understand them.

### **Direct Marketing**

At Foundations Stone Financial Planning Limited, we take your data protection seriously and will only use your data as stated within our Privacy Notice. From time to time, we may wish to contact you in relation to specific products and services we provide. Agreed methods of contact:

Email    Phone    SMS    Post    Fax

Please do not contact me

Please note, if you do subscribe now, you can always unsubscribe at any time in the future.

Signed: \_\_\_\_\_ Date:   /   /

Signed: \_\_\_\_\_ Date:   /   /