



Future Financial Planning Ltd, 23 Ballymace Green, Rathfarnham, Dublin 14

Date:

Terms of Business

Dear

I attach for your information a document setting out the terms under which my firm will provide insurance and investment business services to you.

You should read through this document and if there are any matters on which you require clarification, I will be happy to explain the matter in more detail.

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

Data Protection

Future Financial Planning Ltd complies with the General Data Protection Regulation and the Irish Data Protection Acts. The data which you provide to us will be held on a computer database and paper files for the purpose of providing financial services to you and arranging transactions on your behalf with your confirmed consent as per below. Your data will be passed to the relevant product producers with whom **Future Financial Planning Ltd** has agencies for the purpose of arranging transactions agreed with you.

Yours sincerely,

Future Financial Planning Ltd

CLIENT ACKNOWLEDGEMENT

*I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business and a copy of the Data Privacy Notice of **Future Financial Planning Ltd** and that I/we have read and understand the document contents.*

☐ ☐

CLIENT DATA CONSENT

*I/We consent to the collection and storage of my/our data by **Future Financial Planning Ltd** as outlined above.*

☐ ☐

DIRECT MARKETING

*I / We consent to **Future Financial Planning Ltd** contacting me/us in relation to the insurance products and financial services provided by **Future Financial Planning Ltd***

☐ ☐

Please tick each of the ways in which you wish for me to contact you.

Letter ☐ Landline ☐ Mobile Phone ☐ Email ☐ SMS Text ☐

Signed: _____

Date: _____

Signed: _____

Date: _____



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NOTE – you may opt out of this service at any time by writing to Future Financial Planning Ltd or by selecting the unsubscribe option on any email sent to you.

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

- The full name and address of the firm is set out on the top of this document.
- **Future Financial Planning Ltd** is authorised and regulated by the Central Bank of Ireland. Central Bank reference number is C534687.
- **Future Financial Planning Ltd** registered to undertake insurance mediation under the European Union (Insurance Distribution) Regulations 2018. 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. (Our reference number is C5346687)
- **Future Financial Planning Ltd** is subject to the Minimum Competency Code and Regulations, the standards for business and Consumer Protection Code, the Fitness and Probity Standards, which can be viewed on www.centralbank.ie
- **Future Financial Planning Ltd** offers a range of products and services including life assurance, pensions and investments.
- **Future Financial Planning Ltd** holds written appointments with a number of insurance undertakings, lenders and product producers; however, **Future Financial Planning Ltd** has selected one preferred product producer, Irish Life Assurance plc for life insurance plans (including life assurance, specified illness cover, income protection, unit linked savings, investments, and pension plans), tracker bonds, and Personal Retirement Savings Accounts (PRSAs). Analysis of the market will be limited to products provided by Irish Life Assurance plc. A list of the product producers with which **Future Financial Planning Ltd** holds an agency appointment outlined at the end of this document.
- **Future Financial Planning Ltd** provides a tied agency to Cullen Financial Planning Ltd. Cullen Financial Planning Ltd is a company incorporated in Ireland with registered number 799644 and registered office at 52 Landscape Gardens, Churchtown, Dublin 14. **Future Financial Planning** appoints the Tied Agent as a tied insurance intermediary within the meaning of the IDR to provide advisory services, including but not limited too financial planning, on behalf of the principal in accordance with the terms of this Agreement. The agency appointments and services that apply to Future Financial Planning also apply to Cullen Financial Planning as if it were one in the same company.

Mortgages

- Future Financial Planning Limited can provide advice on and arrange mortgage products from the following range: fixed-rate loans, variable rate mortgages, capital and interest mortgages, interest only mortgages, endowment mortgages, pension mortgages and residential investment property. Please note we hold an agency with Brokers Ireland Network Services Limited. Future 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

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us 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.

- Do not assume a policy or cover is in effect until explicitly confirmed by Future Financial Planning Limited.



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- **Future Financial Planning Ltd** is remunerated by commission and other payments from product producers on the completion of business. A summary of the details of all arrangements for any fee, commission or other rewards or remuneration paid or provided to the intermediary which it has agreed with product producers is available in our office/on our website.

We may receive commission and other payments from the life assurance provider to whom orders are transmitted. Summary details of these payments will be included in a product information document, under the Customer Information Notice section, which you are legally entitled to receive before an application for a product is completed. These payments are included in the charges of your product. Any ongoing commission shown in the Customer Information Notice will be paid to me as long as I continue to be your Financial Adviser. The full details of the commission **Future Financial Planning Ltd** receives for Life Assurance products (excluding Company Pension products) will be included in your Welcome Pack which is issued to you. Details of company pension *and bank products'* commission are available upon request. In certain circumstances the firm may charge you a fee for the services provided. If we do this we will provide you with a written estimate of this in advance of providing any business service.

Advisory Fees

If you elect to deal with us on a fee basis. Fees are charged on an hourly basis for services rendered and will reflect the seniority of the individual employee providing the advice or service. The current charge out rates is as follows:

Senior Advisers:	€300 per hour
Support Staff:	€100 per hour

These rates will be reviewed from time to time and you will be notified of any changes implemented to the above scale. 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. 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 intermediary unless an arrangement to the contrary is made.

- **Future Financial Planning Ltd** complies with the requirements of the General Data Protection Regulation (effective) 2018 and the Irish Data Protection Acts. 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 **Future Financial Planning 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 and Data Protection Policy and Procedures. This information will only be used to provide you with business services, to meet any legal and regulatory obligations, and for legitimate business reasons. From time to time, we will send information about other financial products and services, provided by us or associated companies with which we have a formal business arrangement, which we think may be of interest to you. You have the right to ask us not to send you this marketing material and, at any time you can 'opt out' of receiving marketing material. You have a right to see the information that is held on you and you can do this by writing to me at the address given. We would like to contact you by way of letter, email, telephone call or SMS text message. If you would like to receive such marketing information please complete the permission statements contained in the Terms of Business Client



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- Acknowledgement Letter attached. You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR) that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at emma@ffpltd.ie if you have any queries about your personal data.
- It is the policy of **Future Financial Planning Ltd** 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 on any such conflict you are entitled to assume that none arises.
- **Future Financial Planning Ltd** will, if necessary, exercise its legal rights to receive any payments due to it, from clients for business services provided. Irish Life Assurance plc may withdraw benefits on default of payments due under any products arranged for your benefit. Details of these provisions will be included in your product Terms and Conditions.
- Regular Reviews are recommended to assess the products we have arranged for you as your circumstances and needs may change over time. You can request a review by contacting **Future Financial Planning Ltd**.
- It is preferred that any complaint that you may have in relation to the business services provided should be made in writing to **Future Financial Planning Ltd** outlining the nature of your complaint. All complaints will be acknowledged in writing within 5 business days of the complaint being received. The complaint will be fully investigated by **Future Financial Planning Ltd** and a full response will be provided to you as soon as possible. We will aim to provide this response no later than 40 business days from receipt of your complaint and will provide you with a regular update on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made. In the event that you remain dissatisfied with the firm's handling of and response to your complaint you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman (contact details below).

Financial Services and Pensions Ombudsman
Lincoln House, Lincoln Place
Dublin 2

Phone: 01 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

- **No consideration of adverse impacts of investment decisions on sustainability factors**
When providing advice, the Future Financial Planning Ltd does not consider the adverse impacts of investment decisions on sustainability.
The firm will review this annually and make revisions when and if appropriate.
For investment products, as Future Financial Planning Ltd has selected Irish Life as a preferred provider, analysis when choosing a suitable investment product for you will be limited to products provided by Irish Life Assurance plc, therefore Future Financial Planning Ltd considers the approach taken by Irish Life Assurance plc in terms of them integrating sustainability risks into their product offering,

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E-Mail: emma@ffpltd.ie



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- **Investment Products/ Insurance Based Investment Products (IBIPs):** Ongoing suitability assessments do form part of the service to our clients. On an annual basis the firm will carry out a periodic review of suitability.
- **Consumer Insurance Contracts Act 2019**
For the protection of clients, the Act imposes duties on both the client and product providers at pre / post contract stage, as well as in respect of claims handling.

Cooling off Period

Life Insurance Contracts may be cancelled by giving notice in writing to us or the product provider. This “cooling off” period allows 30 days, from the day the product provider sends you your plan documents, to change your mind. Should you choose to cancel your plan, all benefits will end, and you will receive a refund for any premiums due. You will only be liable for the cost of the premium for the period of cover already received.

A Savings/Investment contract may be cancelled within 30 days, as above. All benefits will end however, the refund value of your investment will account for any fall in the value of your

investment that may have taken place during that 30-day period. You may not get back the full amount invested as the amount refunded is the value on the date of cancellation.

The product provider may withdraw benefits on default of payments due under any products arranged for your benefit. Details of these provisions will be included in your product Terms and Conditions.

Claims

The product provider will handle all claims promptly and fairly.

Any contract with a product provider is issued on the understanding that the information given on the application form and any related document is true and complete. If this is not the case the product provider has the right to cancel the contract of Insurance or refuse payment of any claim made.

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 product provider is entitled to refuse to pay and to terminate the contract. Where a life company becomes aware that a client has made a fraudulent claim, they may notify the client advising that they are voiding the contract of insurance.

The product provider may refuse all liability in respect of any claim made after the date of the fraudulent act and is under no obligation to return any of the premiums paid under the contract. Where a product provider cancels the insurance contract, they will repay the balance of any premium due to the client and will provide the reason for cancellation.

Any exclusions of cover will be explicitly advised prior to the commencement of the contract. It is expected that clients cooperate with the product provider with respect to any investigation of insured events including responding to reasonable requests for information in an honest



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and reasonably careful manner and must notify them of the occurrence of an insured event in a reasonable time and in accordance with the terms of the contract of insurance.

Should a client become aware, after a claim is made, of information that would either support or prejudice the claim, they have a duty under the Act to disclose it. (the product provider is under the same duty).

Effect of failure to comply with the Act

A court of competent jurisdiction may reduce the amount of benefit paid to you if you are in breach of your duties under the Act.

Future Financial Planning Ltd is a member of the investor compensation scheme run by the Investor Compensation Company Limited. The scheme provides a way of paying certain investors compensation, subject to the relevant limits, if they suffer financial loss caused by an investment firm being unable to meet its financial obligations (in other words, pay everything it owes). In the event that a right to compensation is established, the amount payable is the lesser of ninety percent of your loss, which is recognised as being eligible for compensation, or €20,000.

These Terms of Business are effective from 25th October 2024

Insurance Undertakings

The following are a list of Insurance undertakings and product producers from which letters of appointment are held by Future Financial Planning Ltd.

- Irish Life
- Zurich
- Aviva
- New Ireland
- Royal London