



TERMS OF BUSINESS

WORKING WITH US

By Paddy Delaney, QFA, RPA

Founder of Informed Decisions

www.informeddecisions.ie | help@informeddecisions.ie | [@idecisionsfp](https://twitter.com/idecisionsfp)

Our Terms Of Business

Providing this document to potential clients is a regulatory requirement, however we also see it as an opportunity to outline to you and reassure you about how we believe all clients should be treated, how you are protected, and how we hope to work with you.

These are important subjects so we would ask that you read it (actually read it!) and please do check with us if there are any aspects that are not clear once you have read it.

These terms of business set out the basis on which we will provide services to you. They also contain details of our independence from any Insurance Company and our non-commission approach. You will also find out about our statutory obligations and the respective duties we operate to.

This Terms of Business is valid from 21/12/2020, until further notice for Informed Decisions Ltd. t/a Informed Decisions Financial Planning (“We”). Our contact details are:

Informed Decisions
Golf Links Road, Bettystown,
Co. Meath

[041-9888043](tel:041-9888043)
[087-9822605](tel:087-9822605)
help@informeddecisions.ie



Paddy Delaney

'Chief Informer'

OUR AUTHORISED STATUS

Informed Decisions Ltd. t/a Informed Decisions Financial Planning is regulated by the Central Bank of Ireland as an Investment Business Firm under Section 10 of the Investment Intermediaries Act 1995,

is registered as an Insurance Intermediary under the European Communities (Insurance Distribution) Regulations 2018, and is authorised under Regulation 30 of the European Union (Consumer Mortgage Credit Agreements) Regulation 2016 as a mortgage intermediary/mortgage credit intermediary.

Our Central Bank registration number is C168781. You are welcome to verify our authorisations by contacting the Central Bank on 1890-777777. Alternatively, the Central Bank of Ireland holds registers of regulated firms which can be viewed on their website www.centralbank.ie and you will see us listed there!

STATUTORY CODES

We are subject to, and comply with, 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. We also operate in accordance with the Prudential Handbook for Investment Intermediaries. While this may not make much sense or mean anything to most people it means that we are focused on ensuring we are fully compliant with these regulations which aim to protect consumers in how we operate and how we work with you.

WHAT SERVICES?

We deliberately set up this firm in a way which aligns our clients' interests, and our interests. We really do serve people in a way that we feel puts 'people before products'. We operate on a 'Fiduciary' basis. We do not just advise what may be 'suitable', we advise on what is 'optimal' for you. We therefore deliberately do not hold ANY agencies, agreements or arrangements of any sort with ANY Insurance companies. Our income is derived purely from the service fee clients pay us. This gives our clients peace of mind, and clarity on the support and guidance we provide.

As part of that we can provide advice and guidance on protection, investment, deposit, mortgage and pension solutions. We can advise and guide you on the best course of action with regards your protection needs but we do not 'sell' these products. We are authorised by the Central Bank of Ireland to provide investment advice and to receive and transmit orders in the following investment instruments:

- Personal Retirement Savings Accounts (PRSAs)
- Shares and Bonds
- Collective Investment Schemes

For the purposes of Investments and Retirement Planning, we have access to an Irish platform based in Dublin that offers a transparent and low-cost means for our clients to access investment and pension structures that are not Insurance-based, offering real advantages such as no Government Levy on entry, low cost and transparent fee structure. It also allows clients to access world-leading investment managers and low-cost Index Funds, UCITs, ETFs & Individual Stocks through their Investments, Small Self-Administered Schemes, PRSAs, Buy Out Bonds, Personal Retirement Bonds and more.

If you need certain insurance-based solutions or specific tax guidance we do not offer, we can refer you to our selected protection/tax partners. We have selected these independent services as we believe they offer extremely user-friendly, effective and cost competitive solutions. We deliberately do not receive a referral fee/kick-back of any sort from them, instead we have negotiated a discount for you in lieu of this.

ONGOING SUITABILITY ASSESSMENTS

We meet our clients at least once per year to review their plans, determine next best actions and to update on any changes in landscape that could impact their plans. Therefore ongoing suitability assessment does form part of the service we provide.

DISCLOSURE OF INFORMATION:

In completing a proposal for insurance you are required to answer all questions posed by us or the Insurer honestly and with reasonable care. Specific questions will be asked of you and you should be aware that where a policy is incepted following the completion of a proposal form or on a 'statement of fact' basis, we assume that the client has checked the accuracy of all information provided.

SCHEDULE OF FEES

We are remunerated for the benefit and value we bring to our valued clients. We compare very favourably to the 2.1% most clients were paying in previous structures every year. You know what you pay us, and what you get for that investment every year.

Your MasterPlan™ and Implementation:

The fee for the Informed Decisions MasterPlan™ of €3,950 is a tax-deductible business expense and includes us carefully establishing your new investment and pension structures. When you subsequently invest with us, we support you into the future via the MasterPlan™ Maintain Programme.

Our MasterPlan Maintain Programme:

Annual fee of 0.7% of invested assets with us.

- 0.7% on assets up to €1.4m, subject to minimum of €4,200
- Flat fee of €9,800 if invested assets are above €1.4m

We charge no fee on invested assets above €1.4m. So, if your portfolio with us totals €3m, the MasterPlan Maintain Programme fee is €9,800 – an equivalent percent fee of 0.33%.

If we charge the you the minimum or maximum fee, this will increase for inflation every three years, to a max of 6%.

The Advisory Fee can be billed directly or via assets that you invest with us.

Where we hire independent Trustees, Fund Managers or Global Custody services these fees are also clearly outlined in MasterPlan™, well in advance of action. Including all services noted, our clients typically achieve 30-40% lower fees than they were previously paying.

Any and all fees will be discussed, disclosed and agreed by us prior to ever taking any action on your plans, pensions or investment accounts.

CONFLICTS OF INTEREST

It is our policy to always act in your best interests and to avoid a conflict of interest when providing services. However, where an unavoidable conflict arises, we will advise you of this in writing before providing any business service and request your written acknowledgment that you are aware of the conflict of interest and still want to proceed.

We have a written policy which sets out the steps that we take to ensure that we avoid or, where this is not possible, mitigate conflicts of interest that may arise in providing services to you. These steps include administrative and organisational arrangements appropriate to the size, nature and complexity of the firm to ensure that we always act in your best interests. A copy of the policy is available on request.

It is our policy that we do not give, solicit or accept gifts or rewards (monetary or otherwise) which are likely to conflict with any of our duties or activities. We may receive minor non-monetary benefits from product producers we direct business to such as e.g. free attendance at training courses. In all cases these are designed to enhance the service we provide and will not conflict with your best interests.

COMPLAINTS PROCEDURE

We have never had a complaint from a client about our services, but should that happen we have a written complaints procedure in place to ensure that any such complaint is assessed and dealt with in the appropriate manner to the satisfaction of any complainant, and in compliance with the Consumer Protection Code.

It is our policy that we will acknowledge in writing receipt of any complaint, no later than 5 days of having received it. Any complaint will be investigated thoroughly and the complainant will be updated on progress at least every 20 days. We would attempt to resolve any complaint within 40 days of receipt and we will issue a written response setting out our findings. If not satisfied at that outcome the complainant is entitled to refer the matter to the Office of the Financial Services & Pensions Ombudsman (01-5677000 or info@fspo.ie). A full copy of our Complaints Procedure is available to you if you wish to view it.

COMPENSATION SCHEME:

We are members of the Investor Compensation Scheme established under section 30 of the Investor Compensation Act 1998. 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 this 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 the 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

CONSUMER PROTECTION IN ACTION...

We have at all times suitable Professional Indemnity Insurance Cover to the level of €1,300,380 per claim and €1,924,560 in aggregate, as required under the E.U. Insurance Mediation Directive. This ensures that in the event of a claim against the firm that there would be sufficient funds available to compensate the claimant, which we hope will never happen!

ANTI-MONEY LAUNDERING/COUNTERING FINANCING OF TERRORISM

In order to comply with legal and regulatory requirements we are obliged to request information from you to verify your identity as well as your source of funds and to keep a record of this information. Before opening an account for you, we will request the information and documentation we require to meet our obligations.

Should you not provide satisfactory evidence of your identity within a reasonable time, we may not be in a position to open an account for you. We may need to request updated identity and verification documents from time to time.

DATA PROTECTION & DATA SHARING CONSENT...

We comply with the Irish Data Protection Acts 1988 and 2003, 2018, and the EU General Data Protection Regulation 2018. We collect your personal details on a 'need to know' basis in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure it is used only for legitimate purposes. The data which you provide to us may be held on a computer database and in our paper files for the purpose of arranging service and transactions on your behalf. In order to provide a seamless service to you we source the very best and most secure partners to provide these services. We spare no expense in ensuring we use on 'best in class' partners.

We have partnered with the following 3rd party providers to deliver the service we do. CRM (OnePage CRM), financial forecasting (Cashcalc), Invoicing systems (Xero), data storage software (Tresorit), remote signatures (DocuSign) and AML verification using GDPR compliant firm PassBase. We utilise Independent Trustees Limited for all self-administered schemes, and we have partnered with Conexim Platform for access to the most recognised Index Funds and bespoke investments. For discretionary investments our clients are entitled access to Quilter Cheviot.

We therefore, where necessary, transfer relevant data from you to our service partners and Platform partner in order to deliver services to you. You have a right of access to and the right to rectify the data concerning you held by us. You also have the right to request transfer of your personal data to a new provider. Any requests should be forwarded to the Compliance Officer of our firm, Paddy Delaney.

DIRECT MARKETING

We would like to keep in touch with you and indeed to share information and ideas about various services and products provided by us or with which we have a formal business arrangement, and which we think would be of benefit to you.

POLITICALLY EXPOSED PERSON (PEP) SELF-CERTIFICATION FORM

In accordance with Irish Anti-Money Laundering (AML) legislation there is an obligation on Financial Institutions to undertake Enhanced Customer Due Diligence (ECDD) on those clients who are classified as a Politically Exposed Person (PEP). Please read the definition below carefully, select the relevant box, confirming you are/are not a PEP, sign the declaration at the bottom of the form and return this Form to our offices. It is your obligation to inform us of a change to your status as a PEP or Non PEP should it change at any time in the future.

Irish Anti-Money Laundering legislation defines a PEP as a person who holds, or has held at any time in the last year,

1. a prominent public function including:-

- A head of state, head of Government, Government minister, deputy or assistant Government minister;
- A member of parliament;
- A member of a supreme court, constitutional court or other high level judicial body whose decisions, other than in exceptional circumstances, are not subject to further appeal;
- A member of a court of auditors or the board of a central bank;
- An ambassador, chargé d'affaires or high-ranking officer in the armed forces.

2. or is a member of the administrative, management, or supervisory body of a state-owned enterprise.

PEP Close Associates & Family

The legislation extends the requirement to apply ECDD to an immediate family member, or a close associate, of a PEP

A “close associate” is defined by the Irish legislation to include any of the following persons:-

1. Any individual who has joint beneficial ownership of a legal entity, or a legal arrangement, or close business relationship, with a PEP;
2. Any individual who has sole beneficial ownership of a legal entity, or legal arrangement set up for the actual benefit of a PEP.

An “immediate family member” of a PEP includes any of the following persons:-

- Any spouse of the PEP;
- Any person who is considered to be the equivalent to a spouse of the PEP;
- Any cohabitant of the PEP;
- Any child of the PEP;
- Any spouse of the child of a PEP;
- Any person who is considered to be the equivalent to a spouse of a child of the PEP;
- Any cohabitant of a child of the PEP;
- Any parent of the PEP;
- Any other family member of the PEP who is of a prescribed class.

YOUR ACKNOWLEDGEMENT

Terms of Business & Privacy Statement: I acknowledge that I have been provided with a copy of the Terms of Business and Privacy Statement, including schedule of Fees and Charges from Informed Decisions, and confirm that I have read and understand them.

Direct Marketing: I confirm having read the paragraphs in relation to Data Protection and Direct Marketing in the Terms of Business, and consent to Informed Decisions contacting me by the following methods in relation to the services provided by Informed Decisions Ltd:

Please Tick Any/All As Appropriate

- Letter
- Phone
- Email and/or Newsletter

Having read and understood the **Politically Exposed Person definition** on pages 11 and 12 I confirm that: (select only one of the following options)

I am **not a Politically Exposed Person** (PEP) as defined above

I am **a Politically Exposed Person** (PEP) as defined above

In the case of one person of a couple being a 'PEP' please confirm via the box above. If you are a 'PEP' we will contact you to confirm next steps.

THIRD PARTY & PARTNERS:

I confirm consent to Informed Decisions passing our details to its associated or partner companies, so that they can provide the services necessary and to contact me in relation to these services.

Please sign below to confirm you are happy to proceed with us on the basis of all above:

1.	Signed	Date
	Print Name	
2.	Signed	Date
	Print Name	

Thank You for Trusting Me To Help You Get What You Want



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[@idecisionsfp](#)



Informed Decisions Ltd. is regulated by the Central Bank of Ireland. This material is for information purposes, I suggest always seeking individual guidance before making any alterations to your financial plans.