

## Terms of Business

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### Inspire Financial Options Ltd., t/a Inspire Financial & Inspire Financial Options

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

Inspire Financial Options Ltd., trading as Inspire Financial & Inspire Financial Options (43052) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Communities (Insurance Distribution) Regulations, 2018; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 and as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995, and as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and as a Debt Management Firm authorised under Part V of the Central Bank Act 1997 (as amended by the Central Bank (Supervision and Enforcement) Act 2013). 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.

### Our Services

Inspire Financial Options Ltd., is a member of Brokers Ireland.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions/mortgages/general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Inspire Financial Options Limited has multiple agencies and we offer broad & extensive advice:

The principal regulated activities of the firm are provided on a fair & personal analysis of the market: and

A) you have the option to pay in full for our services by means of a fee.

### Fair Analysis

The concept of fair and personal analysis 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 and personal 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 and personal 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.

### **Sustainability Factors – Investment/IBIPs/Pension Advice**

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, we do not assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation the products proposed/advised on. This means that we do not assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

### **Considering Principal Adverse Impacts on sustainability factors in the advice:**

When providing advice on insurance-based investment products ('IBIPs') or investment advice we do not consider the impacts of our advice that result in negative effects on sustainability factors (namely environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters), because currently there is limited relevant products on the market which meet these criteria. The area of sustainability is relatively new and as the issue progresses, we will review our position annually, in January.



### Impact on Return

We have not assessed the likely impacts of sustainability risks on the returns of Investments/Pensions since we have not been able to identify any sustainability risks that are relevant. For greater detail please refer to the information contained provided by the various Investment or Product providers.

### Investment Intermediary Services (Articles 3 Services)

We are remunerated by commission &/or fees for our Investment Intermediary Services.

### Insurance based Investment Product

We are remunerated by commission &/or fees for the advice we provide on our Insurance-Based Investment products.

### Life & Pensions/Deposits & Wrapped Investments

Inspire Financial Options Limited provide life assurance and pensions on a fair and personal 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 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.

### Non-Life

We can provide general insurance on a limited analysis basis providing services on the basis of a limited number of contracts and product producers available on the market.

We provide advice on the following product providers:

- Zurich
- Aviva

In some cases, we may be granted authority from an insurance undertaking to conduct tasks on their behalf, for which we will be remunerated. Where we place your business with this insurance undertaking under this authority you will be notified in advance of the placement. We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

To ensure continuity of cover, where you have an existing policy which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewal and when we receive your instruction. You have the right not to avail of this service.

### Mortgages

Through the lenders or other undertakings with which we hold an agency, Inspire Financial Options Ltd., 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.

Inspire Financial Options Limited provide mortgages 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 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.

### Debt Management

The firm provides debt management services. We provide specialist mortgage advisory restructuring services in relation to residential buy to let and commercial mortgage debt and unsecured debt. This service includes but is not restricted to consultations, documentation review, drafting of correspondence and lender representation.

### Clawback

If we receive commission from a product provider but the commission is subsequently clawed back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances subsequent on your actions or omissions, we will charge a fee to you that is equal to 100%



of the clawed back commission. That fee will be owing in simple contract upon the claw-back of the commission.

### Statement of Charges

Inspire Financial Options Limited may earn our remuneration on the basis of a fee, commission and other type of remuneration including a non-monetary benefit or on the basis of a combination of these methods. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients.

You may choose to pay in full for our services by means of a fee. Where we receive recurring commission, this forms part of the remuneration for initial advice provided and ongoing review/advice. We reserve the right to charge additional fees if the number of hours relating to ongoing advice/assistance/review of your

Pension/Investment completed through us exceeds 1 hour, in relation to other areas of advice our normal hourly rate will apply in such instances.

A summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which have agreed with product providers is available on our website – [www.inspirefinancial.ie](http://www.inspirefinancial.ie)

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life, pensions & investments, 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. Where it is not possible to give the exact amount, we will provide you the method of calculation of the fee.

If we receive commission from a product provider, this will be offset against any subsequent fee we may charge you, beyond the initial consultation fee already charged. 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, Pensions, PRSA's, General Advice/Reviews

Please note that we charge all clients an upfront Initial Consultation fee of €250, which is payable on the day, and the following options will then be available to you depending on what you want us to do for you next ...

Additional Fees will be payable for specific cases, including review, assessments, recommendations, or to reflect value, specialist skills or urgency. Our set rate for Standard reviews is €450 payable up-front. For more complex cases possibly with multiple areas to review or Pension cases such as Defined Benefit/Defined Contribution/AVC assessments we

may charge €650 and you will be advised if this fee applies to you at the end of our initial consultation, and subsequently in writing, if it applies to you from here...

We are remunerated for the business services we offer you our client in a number of ways:

- by product producers with whom we place business in the form of a commission payment and/or where we receive recurring commission, this forms part of the remuneration for initial advice provided. And/or
- If we receive commission from a product provider, this will be offset against any fee charged in excess of the initial consultation & assessment fee (see below). 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.

OR

- Fee Only – In addition to our initial consultation & assessment fees, you may choose to pay for our subsequent services or produce arrangement in full, by means of a fee only, which will be agreed with you on a case-by-case basis and in advance in writing, please note our hourly rate and minimum/maximum fee per specific area of business as outlined below

Principles/Directors €250 per hour

Please note the following minimum/maximum fees apply –

- Pension/PRSA etc – Minimum of €650 fee per application or a maximum of 1% of the amount invested whichever is the greater
- Investments – Minimum of €650 fee per application or a maximum of 1% of the amount invested whichever is the greater

Regardless of your decision as to how we will be remunerated we will always opt to include a renewal fee into your management fee varying from 0.25% to 0.5% which is paid to us by the provider deducted directly by them from your pension/investment. We charge this for the ongoing review of your Pension &/or Investments.

Note: Any subsequent fees beyond the Initial Consultation, such as Assessment, Case Assessment & Engagement fee, which must be paid up front as outlined, ongoing fees will be invoiced monthly in arrears and any unpaid invoices, outside the time frame allotted, may result in us being unable to carry any further work on your case, unless otherwise agreed by us.

### General Insurance

We are remunerated by commission from insurers on completion of business. Details of this remuneration are available on our website.



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## Mortgages

Please note we charge clients an upfront fee of €250 for initial consultation, this fee is non-refundable.

We are remunerated in different ways. On successful drawdown of your mortgage, we may receive up to 1% of the loan for arranging mortgage finance. This commission is paid by the mortgage lender.

The actual amount of commission will be disclosed at a later stage in the ESIS (European Standardised Information Sheet) which will be forwarded to you. Information on the variation in levels of commission payable by the different creditors providing credit agreements being offered are available on request.

Further fees that may apply

If your mortgage is less than €100,000 at point of drawdown/final drawdown we will charge and additional fee of €500.

&/OR

If your mortgage application provides more complex and time consuming than initially anticipated, we will charge you a further processing/arrangement fee of €500.

&/OR

If we proceed to prepare a loan application on your behalf and you subsequently do not proceed with your mortgage application through our firm, we will charge you a further processing/arrangement fee of €600 for our services.

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.

Our fee will be notified to the lender who will include this fee into the calculation of the APRC (Annual Percentage Rate Charge). Additional fees may be payable for complex cases or to reflect value specialist skills or urgency.

We are happy to review your Mortgage if requested by you after drawdown and such services will be charged at our hourly rate of €250 unless otherwise agreed.

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### Debt Management

We charge an initial consultation fee of €250 which is payable on the day. Case assessment fee €1250 payable in advance. Creditor proposal fee €250 per creditor payable in advance. Engagement/negotiation fee €250 per hour thereafter.

If we secure a write down or discount, we may charge 1% of the write off amount as a further fee, this will be finalised when the deal/terms are secured in writing from the Bank/Creditor at which point we will notify you in writing.

Where travel is involved to meet with you, our client or on your behalf with Creditors etc. mileage/travel rates will be charged by us as per revenue guidelines. See <http://www.revenue.ie/en/tax/it/leaflets/it54.html>

See full and expanded details in our initial letter under provision 13.2 Consumer Protection Code 2012 and in our Assessment Pack specifically applicable to this area of advice.

Note: Any subsequent fees beyond the initial consultation, case assessment and engagement fee which must be paid up front as outlined, ongoing fees will be invoiced monthly in arrears and any unpaid invoices, outside the time frame allotted, may result in us being unable to carry any further work on your case, unless otherwise agreed by us.

### Complaints Procedure

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are 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. In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). A full copy of our complaint's procedure is available on request.

### Codes of Conduct

Inspire Financial Options Ltd., 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)

### 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. A full copy of our conflicts of interest policy is available on request.



## Ongoing Suitability

### Investments

The firm's services do not include ongoing suitability assessment unless at reviews which we encourage or clients to do at least annually or unless otherwise requested or prompted by you.

### Insurance Based Investment Products

The firm's services do not include ongoing suitability assessment unless at reviews which we encourage or clients to do at least annually or unless otherwise requested or prompted by you.

### 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 request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

## Commercial Customers: Non-Consumers

### Disclosure of Information

Any failure to disclose material information may invalidate your claim and render your policy void.

### 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

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- 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.

### Brokers Ireland Compensation Fund

We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

### Failure to Pay or Default

We will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. In particular, 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.

### Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Inspire Financial Option Ltd. 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 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.inspirefinancial.ie](http://www.inspirefinancial.ie), if this medium is not suitable, we will ensure you can easily receive a copy by hard copy.



Please contact us at [info@inspirefinancial.ie](mailto:info@inspirefinancial.ie) if you have any concerns about your personal data.

### **New Consumer responsibilities arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers.**

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the ‘average consumer’ 1.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

### **Completed proposal form/statement of fact**

Completed proposal forms or Statements of Facts will be provided to you. These are important documents as they form the basis of insurance contract between the insurer and the consumer. You should review and confirm that the answers contained within are true and accurate.

### **New Business & Renewal**

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days of the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

The right to cancel does not apply where, in respect of life insurance the contract is for a duration of six months or less

You are under a duty to pay your 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 you if you are in breach of your duties under the Act, in proportion to the breach involved.

An insurer may refuse a claim made by you 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 both you and the insurer when the contract was concluded.

You 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.

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

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

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 insurer is entitled to refuse to pay and to terminate the contract.

1. Average consumer as per Directive No. 2005/29/ED of the European Parliament and the Council of 11<sup>th</sup> May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and 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.

#### V. 23.03.23



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## Privacy Policy

Here at Inspire Financial Options Ltd. we take your privacy seriously and will only use your personal information to provide the products and services you have requested from us.

However, from time to time we would like to contact you with details of other products/services/offers relative to what you have through us already, such as a Mortgage, Pension, Protection, Investment etc., we provide. If you consent to us contacting you for this purpose, please tick to say how you like us to contact you: \* Even if you do subscribe now you can unsubscribe at any time.

Post

Email

Telephone

Text Message

I/We AGREE

Signature: \_\_\_\_\_

Date:

Signature: \_\_\_\_\_

Date:

Date:

## Terms of Business Acknowledgement

**Inspire Financial Options Ltd.** ('the Company') is regulated by the Central Bank of Ireland

## Terms of Business

Above are the Company's Terms of Business which outline the basis on which we provide services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you.

I/We hereby acknowledge receipt of the Terms of Business for Inspire Financial Options Ltd and accept same as outlined;

Signature: \_\_\_\_\_

Date:

Signature: \_\_\_\_\_

Date: