



## HC Financial – Terms of Business

The following outline the Terms of Business between you (hereinafter called **the client**) and **HC Financial Advisers Limited**.

**HC Financial Advisers Limited** is a limited company, with a registered address at Oranmore Business Park, Oranmore, Co. Galway, Registered Number: 61166.

These Terms of Business comply with the Consumer Protection Code 2012 and the Insurance Distribution Directive. **HC Financial Advisers Limited** is subject to the Central Bank's Consumer Protection Code/Minimum Competency Requirements and Fitness & Probity requirements which offer protection to consumers. The Consumer Protection Code can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

### Central Bank of Ireland Authorisation

**HC Financial Advisers Limited** is regulated by the Central Bank of Ireland as an Authorised Advisor under the Investment Intermediaries Act 1995 (as amended). Registered as an Insurance/Reinsurance Intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended). Authorised as an Investment Business Firm under Section 10 of the Investment Intermediaries Act, 1995 (as amended). Investment Product Intermediary - Financial Service Providers holding appointments from IIA product producers, including intermediaries that may issue appointments, appearing in the register maintained under Section 31 of the Investment Intermediaries Act (as amended). Authorised as a Mortgage Intermediary under the Consumer Credit Act, 1995 (as amended). Copies of our Authorisations are available on request. Alternatively the Central Bank of Ireland holds registers of regulated firms which can be viewed on the website: [www.centralbank.ie](http://www.centralbank.ie). You may contact the Central Bank of Ireland on 1890 777 777 or visit their website to verify our credentials. A copy of our Statement of Authorised Status under the Investment Intermediaries Act 1995 is attached to this document.

### Statutory Codes

HC Financial Advisers Ltd., is subject to and complies with the Consumer Protection Code, the Minimum Competency Code, the Insurance Distribution Directive and the Fitness and Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank of Ireland website: [www.centralbank.ie](http://www.centralbank.ie)

### Trading Name

HC Financial Advisers Ltd also uses the trading name of HC Financial.

### Services Provided

The services we provide cater to both the Corporate and the Individual client. Please ask for further information on any of the products listed below. \*We provide "**Fair Analysis**" – which means providing advice on the basis of a sufficiently large number of contracts and product producers available, in accordance with professional criteria, adequate to the clients' needs, in the following areas:

<b>Retirement Planning (Fair Analysis)</b> Small Self Administered Pension Schemes (SSAPS) Personal Retirement Savings Accounts (PRSA'S)	<b>Pensions (Fair Analysis)</b> Personal Pensions Group Pensions
<b>Wealth Management in Retirement (Fair Analysis)</b> Approved Retirement Funds (ARF) Approved Minimum Retirement Funds (AMRF)	<b>Investment Planning (Fair Analysis)</b> Portfolio Selection Investment Advice
<b>Life Planning for life Changes (Fair Analysis)</b> Life Cover                      Specified Illness Cover Mortgage Protection      Corporate Protection	<b>Mortgages (Fair Analysis)</b> Financial Project Management Residential and Commercial Finance

### Health Insurance (Limited Analysis)

HC provides a limited analysis in this area and limited advice.

\*\* We provide "**Limited Analysis**"- which means providing services on the basis of a limited number of contracts and product producers available - therefore the services are not provided on the basis of fair analysis of the market

\*I wish to be contacted or receive information on products and services available from **HC Financial Advisers Limited**.

\*I **do not wish** to be contacted or receive information on products and services available from **HC Financial Advisers Limited**

### CLIENT ACKNOWLEDGEMENT

I acknowledge and confirm that I have been provided with two copies of the Terms of Business of HC Financial Advisers Limited along with a copy of the HC Privacy Statement and that I have read through and understood these terms and retained one copy for my records also. I confirm that I have received adequate disclosure of relevant material information, including charges and or commissions.

Signature: (Client 1) \_\_\_\_\_ Dated: \_\_\_\_\_

Signature: (Client 2) \_\_\_\_\_ Dated: \_\_\_\_\_

Client Executive: \_\_\_\_\_ Dated: \_\_\_\_\_  
(For and on behalf of HC Financial Advisers Ltd)

### Complaints Procedure:

We have a written complaints procedure for the effect of handling of all complaints. We ask that you make any complaints against our firm relating to the services provided by us in writing. However, should you wish to make this complaint verbally your request will also be facilitated. We will acknowledge receipt of your complaint in writing within 5 working days. A written update will be issued to you every 20 days by a nominated individual within our firm. A comprehensive response to your complaint will be issued within 8 weeks of receipt of your initial complaint, you may raise this matter with the Financial Services and Pensions Ombudsman, telephone 01 567 7000, enquiries at [www.fsppo.ie](http://www.fsppo.ie) or by email [info@fsppo.ie](mailto:info@fsppo.ie). A full copy of our complaints procedure is available on request.

### Client Undertaking:

You, the client should undertake to provide full and complete information requested by **HC Financial Advisers Limited** in undertaking its analysis and make **HC Financial Advisers Limited** aware of all relevant information. All information is treated confidentially. In the event that information is not supplied, or is restrictive, **HC Financial Advisers Limited** is prohibited by regulation from giving advice. We can however arrange investments for the client on an *execution only* basis. These have to be decided by the client. This means that **HC Financial Advisers Limited** cannot advise on the appropriateness of the investment strategies and products.

It is your responsibility to provide complete and accurate information for the insurers when arranging an insurance policy. Failure to disclose any information to your Insurer could invalidate your insurance cover and could mean that all or part of a claim may not be paid. 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. It is however, your responsibility to read the policy documents, literature, key information documents and brochures to ensure that you understand the nature of the policy cover, particularly in relation to PHI and serious illness policies.

### Research:

As an Authorised Advisor we conduct a fair analysis of the product market in seeking the most suitable product(s) on your behalf. Under Guidelines issued by the Central Bank of Ireland, under S.37 of the Investment Intermediaries Act 1995, we wish to draw your attention to the fact that we cannot research all product providers potentially available to you within Ireland, Europe and OECD countries. Neither will some product providers who do not work with Financial intermediaries provide research even when requested to do so and you are advised that you may wish to pursue these yourself. However, as a part of **HC's** service, we routinely investigate and review financial products already held by clients across domestic and international product providers, utilising client information authority mandates.

As an Authorised Advisor our research extends beyond the Product Producers with whom an appointment is held.

### Data Protection Statement

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

HC 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 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.hcgroup.ie](http://www.hcgroup.ie) or contact us directly on 091-788000.

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

### Contacting You

**HC Financial Advisers Limited** will contact you with your agreement in any of the following ways:

- By telephone within the hours of 9.00 a.m. to 9.00 p.m. Monday to Saturday (excluding bank holidays and public holidays), unless otherwise agreed by you.
- By SMS message with your consent.
- By Email where you provide us with email contact details
- By Letter at all times.
- If as a client you are a director of a company, or a partner in a firm with an entry in the business listing section of the current telephone directory, classified telephone directory or in trade/professional directories circulating in the State and contact is made via the business telephone number of the company or the firm in question and is in connection with their role as director of the company or partner in the firm;
- The subject of a referral for which consent has been received from an entity authorised to provide financial services in Ireland, another entity within the same group, a solicitor or a certified person then, **HC** can contact you via the information given.

### Compensation Scheme:

We are members of the Investor Compensation Scheme established under Section 38 of the Investor Compensation Act 1998. The Act provides that compensation shall be paid to eligible investors (as defined in the Act) to the extent of 90% of an investor's net loss or €20,000, whichever is the lesser and is recognised as being eligible for compensation. We are also members of the Irish Brokers Association (IBA) Compensation Fund. Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (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.

**For further information contact the Investor Compensation Company Ltd. at Tel: (01) 4344000**

### Code of Conduct:

HC Financial Advisers Limited will ensure in all transactions that we:

- Act honestly and fairly in conducting our business activities in the best interest of our clients.
- Act with due skill, care and diligence in the best interests of our clients.
- Have and will employ effectively the resources and procedures that are necessary for the proper performance of business activities.
- Seek from our clients, information regarding their financial situations, investment experience and objectives about the services requested to properly advise the client
- Make adequate disclosure of all relevant material information when dealing with our clients.
- Make all reasonable efforts to avoid conflicts of interests and, when they cannot be avoided, ensure that all our clients are treated fairly.
- Comply with both the letter and the spirit of all regulatory requirements applicable to the conduct of our business activities so as to promote the best interests of our clients.

### Default

Our firm will exercise its legal rights to receive payments due to it from clients for investment business 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. Insurers and other 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

### Conflict of Interests:

Our employees are required to disregard any conflict of interest when making recommendations to you. It is the policy of our firm to avoid conflicts of interest in providing services to you. If this is not possible, we will notify you as soon as it is practicable after we become aware of the conflict of interest and you may rest assured that you will be treated fairly where such a conflict is unavoidable. A full copy of our conflicts of interest policy is available on request.

### Commissions, Fees and Charges:

**HC Financial Advisers Limited** are remunerated in one of two ways; either by the Product Producers in the form of remuneration for business introduced or by fees charged to clients. Sometimes it can be a combination of both. There may be additional charges from time to time for third parties, of which you will be advised in advance. These are fully disclosed. As a client you have the option to pay in full for our services by means of a fee. Scale of Fees are displayed in our offices and on our website [www.hcgroup.ie](http://www.hcgroup.ie) and listed in this Terms of Business.

**HC Financial Advisers Limited** may receive remuneration and other payments from Product Producers to whom orders are transmitted. Summary detail of these payments will be included in a product information document, which you are legally entitled to receive before an application for a product is completed, and full details will be included with your cooling off letter, if applicable.

### Fees:

If we arrange a product for you with a Product Producer with whom we do not hold an appointment, then we will charge you a fee for this service. This fee will reflect the average levels of remuneration payable by other Product Producers for similar types of products. If we do this we will provide you with a written estimate of this in advance of providing any business service.

For Mortgage Business, **HC Financial Advisers Limited** can be paid remuneration by the Financial Institution with whom the finance is secured or by a fee. **HC Financial Advisers** may receive remuneration arrangements with product producers that are not directly attributed to the service provided to an individual consumer but are based on levels of business introduced by the intermediary to that product producer.

**SCALE OF FEES** (all fees are subject to VAT) These services are normally provided on a fee basis as set out below.

<p><b>Group Pension Schemes</b></p> <p>Corporate Trustee Service (provided by HC Pensioneer Trustees Limited, a wholly owned subsidiary of HC Financial Advisers Limited)</p>	<p>Individual consideration but broadly:  <b>Initial Set Up Charge:</b> €500  <b>Annual Maintenance:</b> Maintenance fee of €1,500 per annum indexing in line with CPI plus servicing fee of up to €75 per member per annum  <i>This service can also be provided on a commission basis – see Scale of Commissions below.</i>  <b>Annual Fee:</b> Depends on pension scheme size but usually in the region of €100 plus up to €50 per member per annum</p>
<p><b>Small Self Administered Pension Schemes (SSAPS)</b> (provided by HC Pensioneer Trustees DAC)</p>	<p><b>SSAPS Set-Up Fee :</b> €2,000  <b>Annual Maintenance &amp; Pensioneer Trusteeship :</b> €1,500 - €3,000 (indexing in line with CPI)                      The annual maintenance fee above may be increased where the SSAPS invests in direct property. Investment management services are not provided by HC Financial Advisers to SSAPS.</p>
<p><b>Pensions Advice &amp; Reviews</b></p>	<p>€200 - €250 per hour depending on complexity involved</p>
<p><b>Overall Financial Review</b></p>	<p>€200 - €250 per hour depending on complexity involved</p>

**SCALE OF COMMISSIONS**

<p><b>Pensions</b> Group Scheme, Executive, Personal, PRSA</p>	<p><b>Regular Contributions:</b>                      Level Commission Model: Up to 5% of annual contribution                      Initial &amp; Renewal Commission Model: Up to 25% of annual contribution &amp; annual renewal &amp; commission of up to 5% may also apply  <b>Single Contributions:</b> Up to 5% of contribution</p>
<p><b>Annuity / Buy Out Bond</b></p>	<p>2% - 5% of amount invested</p>
<p><b>ARF / AMRF's</b></p>	<p>2% - 5% of amount invested &amp; annual renewal commission may also apply</p>
<p><b>Protection:</b> Term Assurance, Mortgage Protection, Specified Illness, Income Protection, Group Risk</p>	<p>Term Assurance, Mortgage Protection, Specified Illness &amp; Income Protection: Up to 130% of annual premium &amp; annual renewal commission may also apply  <b>Group Risk:</b> Between 6% and 12.5% of annual premium</p>
<p><b>Investment Bonds</b></p>	<p>2% - 5% of amount invested &amp; annual renewal commission may also apply</p>
<p><b>Regular Savings Plans</b></p>	<p>Up to 25% of annual premium &amp; annual renewal commission of up to 5% may also apply</p>
<p><b>Deposits</b></p>	<p>0.25% to 0.5% of deposit amount</p>
<p><b>Structured Investment Products</b></p>	<p>Up to 5% of amount invested (usually built into product pricing structure)</p>
<p><b>Residential Mortgages &amp; Re-mortgaging</b></p>	<p>0.5% – 1.5% of loan amount . Minimum fee €1,000</p>

**Appointments:**

The services which the firm is authorised to provide under each appointment are in the attached Statement of Authorised Status. **HC Financial Advisers Limited** currently holds letters of Appointment from the following Product Producers, a copy of which is attached.

Life Companies (Fair Analysis)	Mortgage (Fair Analysis)
<b>HC currently hold letters of Appointment from the following Product Producers.</b>	<b>We are authorised by the following Financial Institutions in relation to mortgages.</b>
Acorn Life Limited	KBC Bank Ireland plc
Aviva Life & Pensions Ireland DAC	Permanent tsb plc
BCP Asset Management DAC	Dilosk DAC
BlackBee Investments Limited	Haven Mortgages Limited
Cantor Fitzgerald Ireland Limited	
Fleming Fund Management (Luxembourg) SA	
Generali PanEurope Limited	
Greenman Investments	
HSBC Global Asset Management (UK) Limited	
Independent Trustee Company Limited	
Irish Life Assurance Plc	
J & E Davy	
JP Morgan Asset Management	
KBC Bank Ireland plc	
Merrion Solutions Limited	
MMPI Limited (Broker Solutions)	
New Ireland Assurance Company plc	
Quintas Wealth Management Limited	
Royal London	
Scottish Provident Limited	
Standard Life International	
Wealth Options Limited	
Zurich Life Assurance plc	
	<b>Deposits (Fair Analysis)</b>
	<b>We are authorised by the following Financial Institutions in relation to Deposits</b>
	Permanent TSB plc
	KBC Bank Ireland plc
	<b>General Insurance (Limited Analysis)</b>
	<b>We are authorised by the following Financial Institutions in relation to General Insurance</b>
	Irish Life Health DAC
	<b>Note:</b> HC Financial Advisers Limited can also provide advice on products by companies with whom we do not hold an appointment.



## **Statement of Authorised Status**

**HC Financial Advisers Limited ('the firm') (Ref. No. 6924)** is authorised under Section 10 of the Investment Intermediaries Act, 1995 (as amended).

As an Authorised Advisor, HC Financial Advisers Limited is authorised to provide broad based investment advice and to receive and transmit orders in respect of the following investment instruments:

1. Shares in a company or bonds that are listed on a stock exchange, prize bonds
2. Units or shares in undertakings for collective investment schemes including unit trusts and UCITS
3. Tracker bonds
4. Insurance policies
5. Personal Retirement Savings Accounts ('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: Kalen Murphy

Signed: E. M. Sherry



### ***Comhairleoirí Airgeadais***

Oranmore Business Park, Oranmore, Galway

Tel: 091 788000, Fax: 091 788018

Email: [admin@hcgroupp.ie](mailto:admin@hcgroupp.ie)

Web: [www.hcgroupp.ie](http://www.hcgroupp.ie)

Director: Gerry Cuddy,