



MOORE

TERMS OF BUSINESS STATEMENT

Effective 27 January 2022



These terms of business set out the general terms 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 these.

If any material changes are made to these terms we will notify you

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AUTHORISATION AND CODE OF CONDUCT

Copies of our regulatory authorisations are available on request or can be verified directly with the Central Bank of Ireland by contacting them directly at

1890 777 777 or on their website at

www.centralbank.ie

PMCN Financial Services (DAC) t/a Moore Financial (CB38787) is regulated by the Central Bank of Ireland as an investment intermediary [and deposit broker] under the Investment Intermediaries Act 1995 (as amended) and as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations Act 2018. Copies of our regulatory authorisations are available on request or can be verified directly with the Central Bank of Ireland by contacting them directly at 1890 777 777 or on their website at www.centralbank.ie

Moore Financial 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 of Ireland website www.centralbank.ie.

Services Provided: Investment & Protection

As an Authorised advisor we offer broad based advice on a fair analysis basis. We conduct extensive research on your behalf and will advise you in relation to a wide range of Retirement/Pension, Investment and Life Assurance products.

- We identify and assess the suitability of the products on offer to meet your current needs.
- From time to time we seek and avail of appropriate advice from the Underwriting Companies' Consultants/Managers
- We do not guarantee nor make representations in regards to and expressly disclaim responsibility for the financial security of the insurers with which we place business.
- Research: We wish to draw your attention to the fact that it is not possible to research all the products available within Ireland, Europe and DECO countries. Neither will some product providers provide this research when requested. You are advised that you may wish to pursue this matter yourself.

Remuneration Structure

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

- By the product providers with whom we place business in the form of a commission payment;
- By you directly in the form of a fee which we will agree in advance of all transactions.

A summary of all remunerations with each insurer and product provider with whom we hold an appointment is available on our website www.moorefinancial.ie

In the event of any failure to resolve your complaint you may raise this matter with: Financial Services & Pensions Ombudsman at

01 567 7000 or by email to

info@fspo.ie

Complaints Procedure

We have a written complaints procedure for the effective handling of all complaints.

- 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.
- In the event of any failure to resolve your complaint you may raise this matter with:

Financial Services & Pensions Ombudsman
T 01 567 7000
E info@fspo.ie

Our full complaints procedure is available on request

Investor 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 investors net loss of €20,000, whichever is the lesser and is recognised as being eligible for compensation.

Premium Handling

When receiving and transmitting orders we will accept payments in cash and by cheque where:

- An insurance undertaking has invited renewal of a policy of insurance;
- A proposal for insurance and/or PRSA has been accepted by an insurance undertaking

We are not authorised to accept cash or negotiable instruments in any other circumstances.

Receipts

Our firm will issue a receipt for each negotiable or non-negotiable instrument received pursuant to Section 30 of the Investment Intermediaries Act 1995 (as amended) and under the Insurance Distribution Regulations 2018.

Failure to Pay or Default

Product providers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your policy terms and conditions.

We will also exercise our legal right to receive any payments due to us for business services provided in the event of a default in payment.

Duty to Disclose Information

It is your responsibility to provide complete and accurate information for insurers when arranging an insurance policy. Failure to disclose any material information to your insurers could invalidate your insurance cover such that all or part of a claim may not be paid.

Conflicts of Interest

It is our policy to avoid conflict of interest in providing services to you. Our employees are required to comply with a policy of independence and disregard any conflict of interest when making a recommendation to you.

Data Protection

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

Moore 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 accessible. Please refer to our website www.moorefinancial.ie.

Please contact us at dataprotection@moorefinancial.ie if you have any concerns about your personal data.

Applicable Law and Language

Any engagement with you shall be governed by, and construed in accordance with, Republic of Ireland Law. The Courts of the Republic of Ireland shall have exclusive jurisdiction in relation to any claim or dispute. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

All contracts, terms, conditions and communications between you and this firm will be in English.

Cancellation

You can cancel your policy with our firm at any time by giving written notice subject to the term and conditions that apply to the policy.

Direct Marketing

We would like to keep you informed and updated on various Investment, Insurance, Pension and any other services provided by us or related entities with which we have a formal or commercial arrangements which may be of interest to you. If you do not wish to receive marketing information you can outline your preferences once you become a client of our firm.

Reporting Obligations

We have certain obligations under the Criminal Justice (Money Laundering and Terrorist Financing Acts) 2010 and 2013. We are obliged to report to the Garda Siochana and Revenue Commissioners, without prior reference to you, any suspicions of money laundering that we may have identified during our work for you.

We are required under Section 59 of the Criminal Justice (Theft and Fraud Offences) Act 2001, to report to the Garda Siochana in circumstances where information or documents indicate that certain offences under the act may have been committed.

We are required, under Section 19 of the Criminal Justice Act 2011, to report to the Garda Siochana in circumstances where we have knowledge of the committing of any of the offences listed under that Act.

Client Identification

We are required to identify our clients for the purposes of anti-money laundering legislation. We are obliged to request from you, and retain, some information and documentation for these purposes and/or to make searches of appropriate databases.

Moore Financial
Pamdohlen House
Dooradoyle Road
Limerick
V94 XE61

T: 0818 229666
E: hello@moorefinancial.ie

www.moorefinancial.ie

Moore Financial is a registered business name of PMCN Financial Services DAC which is regulated by the Central Bank of Ireland. CRO No. 397172

An independent member firm of Moore Global Network Ltd – members in principal cities throughout the world

Directors: Adrian McKenna, Maurice Lenihan, Karl Daly

www.moorefinancial.ie