

EVERYTHING YOU NEED TO KNOW  
WHEN DOING BUSINESS WITH US

# TERMS OF BUSINESS

**TRUE**  
WEALTH

[www.truewealth.ie](http://www.truewealth.ie)



## DISCLAIMER

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This document encompasses all pertinent details concerning our partnership. It delineates crucial aspects such as the terms of our service, procedural methodologies, data privacy measures, and legal stipulations pertinent to our engagement. Your careful review of this documentation is essential, as it establishes the framework we will conduct business for you.

True Financial Ltd t/a True Wealth, Low Quotes, SafeNET Financial & Mortgage Assist is regulated by the Central Bank of Ireland. Reg No: 663000. Directors: Shane Tobin and Jessicka Tobin. Kea Lew Business Park, Kylekiproe, Portlaoise, Co Laois.

# TERMS OF BUSINESS

This Terms of Business is applicable from 11/08/2022 and provides important information regarding the way that we provide our services to you. Please do not hesitate to contact us if you have any questions or require clarification on a particular matter.

## About True Financial Ltd.

We are an Insurance, Investment and Mortgage Credit Intermediary. Our principal business is to provide advice and arrange transactions on behalf of our clients in relation to life, pensions, investments & mortgage products. We are not under a contractual obligation to conduct Insurance distribution business exclusively with one or more Insurance Undertakings and do not give advice on the basis of a fair and personal analysis, we do however provide advice from the selection of products provided by the Companies and Lenders we have agencies with. We recommend the product that, in our professional opinion, is best suited to your needs and objectives from this selection of products.

As part of the process when giving our clients advice we will need to gather information with regards your investment knowledge and experience, if this information is not provided we will not be in a position to determine whether the product is appropriate for you.

We hold an appointment with Broker Assist Ltd, which allows us access to the following providers:

### Investment & Life Companies

Aviva Life & Pension Ireland DAC	New Ireland Assure Co plc
BCP Asset Management DAC	Permanent TSB plc
Conexim Advisors Limited	Royal London
Hive Insurance Services DAC	Standard Life International DAC
Independent Trustee Co Ltd	Zurich Life plc
Newcourt Retirement Fund Managers Limited	Wealth Options Limited

### Lenders

AvantCard DAC
Dilosk DAC
Finance Ireland Credit Solutions DAC
Haven Mortgages Limited
KBC Bank Ireland plc
Permanent TSB plc
Seniors Money Mortgage (Ireland) DAC

## Authorisation and Codes of Conduct.

True Financial Ltd t/a Safenet Financial & Low Quotes is regulated by the Central Bank of Ireland. Our Reference code is C431634 we are subject to the Central Bank of Ireland Codes of Conduct; Consumer Protection Code 2012, the Minimum Competency Code and Fitness and Probity rules which offer protection to consumers and can be found on the Central Bank's website, [www.centralbank.ie](http://www.centralbank.ie) you can also check their registers or contact them on 01-2244000 to verify our authorisation.

## Mortgages.

Through the lenders or other undertakings with which we hold an agency, we can provide advice on and arrange mortgage products for you. 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. Where the creditor is unable to carry out an assessment of creditworthiness because the consumer chooses not to provide the information or verification necessary for an assessment of creditworthiness, the credit cannot be granted.

## Disclosure of information.

We act as your representative to the companies we have agencies with and 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. Material information about medical history, non-smoker status, occupation category and any hazardous pursuits are central to underwriting decisions and it is imperative that all information you provide to the insurer is accurate and complete. You are under a duty to answer all questions posed by the insurer or ourselves on your behalf, honestly and with reasonable care. Unless the contrary is shown, it is presumed that you would know all questions in an application or at renewal are material to the risk undertaken by the insurer, the calculation of the premium by that insurer, or both. Any failure to disclose material information may invalidate a claim and render your policy void. You must inform and disclose any material information, including any changes that might occur between the time you complete an application form and the time you pay the first premium. To assist us in providing you with a comprehensive service and to keep our records up-to-date as soon as possible, please notify us of any changes to your personal circumstances, e.g. name change, change of address, etc.

## Remuneration Policy.

True Financial Ltd is remunerated by commission and other payments from product producers or lenders on the completion of your business. 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 ongoing advice regarding the business we advise you on. We will provide you with an annual update on your Investment business.

If we receive a 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 us unless an arrangement to the contrary is made, except on Mortgages. 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. We may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance. This commission is paid by the mortgage lender. The actual commission amount will be disclosed later in the ESIS (European Standardised Information Sheet), which will be forwarded to you at the loan offer stage. A fee of €250 is charged for arranging your mortgage application. Please note that lenders may charge specific fees in certain circumstances; 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. A full list of lenders and remuneration is available on request. If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through ourselves, we will charge you an arrangement fee of €250 for our services. If by investing in sustainable investment products, there are any differences in charges, etc., we will advise you of this in advance of advising you on your investment. A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us by the product producers" is available on our website. Please do not hesitate to call us if you need further explanation on this information.

#### **Sustainable Investing.**

We will consider the adverse impacts of investment decisions on sustainability factors in our investment and insurance-based investment advice. We will gather your preferences for Sustainable Investing and build them into our Statement of Suitability for you. Ultimately, it is the Product Producers we have agencies with that build the Investment Products we advise on, and it will be their documentation we are relying on when advising you on Sustainable investments. All information regarding Sustainable Finance Disclosures will be adhered to by the Product Producers, and their brochures and documents will outline their disclosures.

#### **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. Please 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.

#### **Compensation Scheme.**

We are members of the Investor Compensation Scheme. The Investor Compensation Act of 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. Compensation may be payable where money or investment instruments owned 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 recognized 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 Co Ltd. at (01) 224 4955.

#### **Conflicts of Interest.**

It is our policy to avoid any conflict of interest when providing services to our clients. However, when an unavoidable conflict arises, we will advise and agree on this in writing before providing any business service. We use a telesales company for marketing purposes. If you have not been advised of any such conflict, you may assume that none has arisen. Per our remuneration policy, the Providers pay you a commission for your business.

#### **Claims.**

Claims should be advised to the insurer when the claim arises. The insurer will advise you of its claims requirements and provide you with a copy of its claims process on request. Please contact us if you experience any difficulty with the insurer's claims process.

#### **Data Protection.**

True Financial Ltd complies with the Data Protection Regulations 1988-2018 requirements. A Data Privacy Notice is at the end of these terms.

#### **Complaints.**

True Financial Ltd has a written procedure in place for the effective consideration and handling of complaints. Complaints can be in writing by email, in person or by phone, if it is by phone or in person, we will firstly write to you to confirm our understanding of your complaint. Complaints will be recorded and acknowledged in writing within 5 working days. All complaints will be fully investigated, and the outcome of the investigation will be communicated to the complainant. We will provide a complainant with regular updates at intervals not greater than 20 days. If your complaint is still not resolved to your satisfaction, and as a final step, you may refer your complaint to the Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Lo call 01 5677000 email [info@fsp.ie](mailto:info@fsp.ie). Please send any complaints to Shane Tobin, True Financial Ltd, at the address below.

#### Client Monies & Receipts.

We request that all cheques or negotiable instruments be made payable to the appropriate Product Provider for Life, Pension, Investment business and to lenders. We shall issue a receipt for each payment received. These receipts are issued with your protection in mind and should be stored safely. Every effort is made to ensure clients' money is transmitted to the appropriate Product Provider immediately. We are not authorised to accept cash.

The acceptance by True Financial Ltd of a completed proposal DOES NOT in itself constitute the effecting of a policy. It is only when the product provider confirms the policy is in place that your policy is live

#### Default of Payments by Clients.

True Financial Ltd will exercise our legal right to receive payments due to us from clients (fees) for services provided. Product producers may withdraw benefits or cover in the event of default on payments due under policies or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

#### Governing Law and Business Succession.

These Terms of Business shall be governed by and construed in all respects according to the laws of the Republic of Ireland and will be deemed to cover any successors in business to True Wealth.

#### CLIENTS DECLARATIONS

By agreeing with our Terms of Business, I/We acknowledge that I/We have been provided with Terms of Business and Data Privacy Notice for True Financial Ltd and confirm that I/We have read and understand them.

#### MARKETING DECLARATION

By agreeing with our Terms of Business, I/We consent to True Financial Ltd making contact with me/us in relation to the range of services they provide or their associated or partnership companies which they feel may be of interest to me/us and to the sharing of relevant information. True Financial will still be allowed to contact you in relation to the business you have been advised on, even if you opt out of marketing material. You have the right to be removed from our marketing lists in the future by contacting us and requesting the same. We will contact you for marketing purposes by means of Post, Email, Phone, Text & Social Media. To opt out of any of these services, please email "unsubscribe" to [newsletter@truewealth.ie](mailto:newsletter@truewealth.ie) specifying which medium(s) you wish to opt out of. We may also use automated data processing or profiling to allow us to give you quotes, etc., and for marketing purposes, by signing these terms of business, you also agree to us using these systems on your data.



If you still need some advice, call  
one of our expert advisors today!  
Book an appointment today!

Click Here



[hello@truewealth.ie](mailto:hello@truewealth.ie)

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