

PROactive

FINANCE LTD

Dedicated Financial Planning
Services

Office Location:

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Abbeyfeale,
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Email: info@proactivefinance.ie

Registered in Ireland No. 46725

Directors: David Ward, Gerardine Ward & Gerard Ward

Terms of Business Effective from May 2018

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 our firm and you in relation to such services. Please ensure that you read these items 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

PROactive Finance Ltd. is regulated by the Central Bank of Ireland as an Insurance Intermediary under European Communities Regulations 2005; as amended as an Investment Intermediary authorised under the Investment Intermediaries Act 1995, as amended, and a Mortgage Intermediary authorised under the Consumer Credit Act 1995, as amended. We are also a Mortgage Credit Intermediary established and maintained by the Central Bank of Ireland pursuant to the European Union (Consumer Mortgage Credit Agreements) Regulations 2016. A copy of our regulatory authorisations are available on request. Our Central Bank number is: C46725. 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 on www.centralbank.ie to verify our credentials.

Codes of Conduct

PROactive Finance Ltd. is subject to the Consumer Protection Code 2012, Minimum Competency Code 2011, Fitness & Probity Standards 2011 and Handbook of Prudential Requirements for Investment Intermediaries 2014 which offer protection to consumers. These codes can be found on the Central Bank's website www.centralbank.ie

Our Service

PROactive Finance 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.

PROactive Finance Ltd. acts as an Independent Broker in relation to our Insurance & Mortgage Intermediary Services which means that the principal regulated activities of the firm are provided on the basis of a fair analysis of the market and you have the option to pay in full for our services by means of a fee.

Fair Analysis

The concept of fair analysis is derived from the Insurance Mediation Directive. It describes the extent of the choice of products and providers offered by an Intermediary within a particular category of life assurance, general insurances, mortgages and/or specialist area. The number of contacts 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 analysis must be such that could be reasonably expected of a professional conducting business, taking into account that 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 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 who 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.

Life & Pensions, Deposits & Investments

PROactive Finance Ltd. provides life assurance and pensions on a fair analysis basis i.e. providing services on the basis of sufficiently large numbers of contacts 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. 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.

Mortgages

Through the lenders or other undertakings with which we hold an agency, PROactive Finance 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.

PROactive Finance Ltd. provides mortgage advice 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.

Disclosure of Information

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

Remuneration policy

Our firm is remunerated by commission and other payments from product providers and lenders on the completion of business. Details of this remuneration are available on request. The firm may accept additional commissions and remuneration from such financial institutions, related to the volume of business we place with that financial institution. Commissions payable to the firm in relation to arranging certain life assurance, pension policies and PRSAs are disclosed in a Disclosure Notice provided to you at the point of sale and/or at the policy issue stage. Where we receive recurring commission, this forms part of the remuneration for initial advice provided.

If you have been referred to PROactive Finance Ltd. by a person that falls under 3.25 of the Consumer Protection Code, we may pay a fee to that entity for that referral.

With your consent, PROactive Finance Ltd. may refer you to other entities regulated to provide financial services in the State. PROactive Finance Ltd. may receive remuneration in return for such referrals.

Fees

You may elect to deal with us on a fee basis. Our typical hourly rates are as follows:

Directors and Senior Advisers	€100
Administration/Secretarial	€50

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. If we receive 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 the intermediary unless an arrangement to the contrary is made.

Mortgage Fees

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.

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.

We may charge the following fees for a mortgage application:

- Initial meeting & pre-application queries	€100
- Formal application to lenders	€250
- Mortgage approval	€250
- Drawdown of mortgage	€500

These fees are exclusive of lender's commission if applicable and will not be offset against any commission received.

Non-Life Remuneration

PROactive Finance Ltd. is remunerated by commission from insurers on completion of business. Details of this remuneration are available on request. Where an override commission is received, this will be disclosed to you in general terms.

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

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.

Default On Payments by Clients

Our firm 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.

Complaints

We ask that you make any complaint against our firm, relating to services provided by us, in writing. We will acknowledge your complaint within 5 business days and we will fully investigate it. 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. A full copy of our complaints procedure is available on request.

Data Protection

PROactive Finance Ltd. complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

PROactive Finance 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. If this medium is not suitable we will ensure you can easily receive a copy by hard copy.

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

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
- . 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 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.

Effective: 25th May 2018

Terms of Business Covering Letter

Terms of Business Effective May 2018

Client Name: _____

Status

PROactive Finance Ltd. ('the Company') is regulated by the Central Bank of Ireland.

Terms of Business

Attached 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. 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.

Data Protection

PROactive Finance Ltd. complies with the Data Protection Acts 1988 and 2003. The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. We would also like to keep you informed of various mortgage, insurance, investment, and any other services provided by us or associated companies with which we have a formal business arrangement, and which we think may be of interest to you. We may receive referrals from associated companies and may advise them of any transactions arranged for you. If you do not wish to receive such marketing information please tick the box below.

Yours sincerely,

Gerard Ward

Director of PROactive Finance Ltd.

Client Acknowledgement - Terms of Business

I acknowledge that I have been provided with a copy of the Terms of Business of PROactive Finance Ltd. and confirm that I have read and understand them.

Direct Marketing

I confirm, having read the paragraphs in relation to Data Protection in the Terms of Business and above, consent to PROactive Finance Ltd. - making contact with me by letter, phone, email, or SMS text in relation to the range of services provided by PROactive Finance Ltd. or it's associated or partnership companies and to the sharing of relevant information as indicated.

If you do not wish to avail of these services, please tick here:

Signed: _____ Date: / / Signed: _____ Date: / /