



**METIS IRELAND**

HONEST EXPERIENCED FINANCIAL PLANNING

# **TERMS OF BUSINESS STATEMENT**

**INCLUDING REMUNERATION  
DETAILS AND SCHEDULE OF FEES  
AND CHARGES**



These Terms of Business including Remuneration details and Schedule of Fees & Charges set out the basis upon Metis Ireland Financial Planning Ltd t/a Metis Ireland will provide Financial Advisory services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both our firm and you in relation to such services. This is an important document – please read carefully and if you have any questions please contact us. If there are any material changes to the information in this document you will be issued with a revised copy as soon as possible.

## **Authorised Status**

Metis Ireland (C65237) 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 2018. Copies of our statements of Authorised Status from the Central Bank of Ireland are available on request. Alternatively the Central Bank of Ireland holds registers of regulated firms which can be viewed on their website [www.centralbank.ie](http://www.centralbank.ie).

## **Statutory Codes**

Metis Ireland is subject to and complies with the Consumer Protection Code, Minimum Competency Code and Fitness & 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)

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## **Financial Services Provided**

**Financial Services: Investment Intermediary Services, Insurance Based Investment Services, Life Assurance, Pensions & Retirement Planning Services.**

**Financial Products: Investment Products, Insurance Based Investment Products, Life Assurance Products, Deposits Products, Pensions and Retirement Planning Products.**

We offer advice on a fair and personal analysis basis in relation to all Financial Services products and services. Fair analysis of the market means providing services on the basis of a sufficiently large number of contracts or investment products and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract or investment product would be adequate to meet your needs and requirements.

We offer our clients an extensive choice of suitable products that best serve their needs and circumstances. On receipt of your instructions we will transmit orders on your behalf to one or more Insurers/Product Producers with whom we hold a written appointment (a list of which is available on request).

We do not have any 'tied' relationships with any institution that would compromise our ability to offer you impartial advice and choice. We do not guarantee nor make representations in regard to, and expressly disclaim responsibility for the financial security of the Insurance Companies and Product Producers with which we place business.

## **Periodic Assessment of Suitability: Insurance Based Investments Products (IBIP) and other Investment Instruments (MiFID)**

Ongoing suitability assessments will form part of the service to clients whose investments come under the remit of the MiFID Regulations 2017 and the Insurance Distribution Regulations 2018. Where your investment falls under these regulations we will provide you, on an annual basis, with a client report summarising how the product continues to meet your investment needs and objectives and your risk profile or not as the case may be determined.

## **Sustainability**

When providing Investment advice and Insurance Based Investment advice we will not consider the adverse impacts of investment decisions on sustainability factors. The firm does not intend to consider such impacts in the future

## Remuneration Details and Schedule of Fees and Charges

### Remuneration Financial Services: Investment Intermediary and Insurance Intermediary

We will be remunerated for the financial services we offer you our client, in a number of ways:

- By commission, fee, and other types of remuneration earned from Insurers and Product Producers to whom orders are transmitted. Summary details of these payments will be included in a product information document which you will receive. In addition, we may earn a non-monetary benefit which we will only accept if it enhances the quality of our service to you our client. For example: attendance at a product seminar or assistance with branding, IT support etc.  
and/or
- By you directly in the form of a fee which we will discuss and agree in advance of all transactions; see See our Professional Fees Table which is enclosed with our New Business Pack.  
and/or
- You also have the option to pay for the services we provide by way of a combination of commissions and fees which we will discuss and agree in advance of all transactions.
- A summary of all remuneration arrangements from each Insurer and Product Producer is available on our website [www.metisireland.ie](http://www.metisireland.ie).

### Handling Clients' Money

We will accept payments in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995 (as amended). The Company is not authorised to accept negotiable instruments in any other circumstances.

### Receipts

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

### 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.

### Disclosure of Information: Duty of Disclosure

The Consumer Insurance Contracts Act 2019 (CICA) has changed the pre-contractual, alteration and renewal duties of the Consumer and Insurer.

Prior to 1 September 2021 at the pre-contractual, alteration and renewal stage of a contract of insurance, the principle of utmost good faith (*uberrima fides*) and the duty of disclosure rested with the consumer, including a duty on the consumer to volunteer information, that could be material to the underwriting of the risk.

Post 1 September 2021 the pre-contractual, alteration and renewal duty of disclosure of a consumer is confined to providing responses to questions asked by the insurer. The consumer is not under any duty to volunteer any information over and above that required by such questions. Where the insurer requests the consumer at the pre-contractual, alteration and renewal stage to provide information to the insurer, the insurer will be under a duty to ask specific questions, on paper or on another durable medium, and will not use general questions.

As a consumer you have a duty to respond to the insurer questions honestly and with reasonable care. As your Broker, we can support you in your understanding of the questions asked by the insurer. However, responsibility for providing honest answers to the questions asked rests with you directly.

Non-Consumers are not within the scope of the CICA.

### Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients for services provided.

Insurers/Product Producers may withdraw benefits or cover in the event of default on payments due under policies of insurance arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

### Cancellation

You, the customer can cancel your policy at any time by giving notice in writing subject to the terms and conditions of the applicable policy.

## **Complaints**

We ask that you make any complaint against our firm, relating to services provided by us, preferably in writing however, verbal complaints will also be accepted. We will provide a written reply to all complaints received. 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 are entitled to refer the matter to the Office of the Financial Services & Pensions Ombudsman (01-5677000 or info@fsp.oie). A full copy of our complaints procedure is available on request.

## **Investor Compensation Scheme**

We are members of the Investor Compensation Scheme established under section 30 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. Further details are available on request.

## **Governing Law and Language**

The laws of Ireland form the basis for establishing relations between you and our firm. All contracts, terms, conditions and communications relating to any policies you may enter into with this firm will be in English.

## **Anti - Money Laundering/Countering the Financing of Terrorism**

Our firm reserves the right to request any facts about a client which it reasonably believes it needs to know in order to comply with the prevailing Criminal Justice (Money Laundering and Terrorist Financing) legislation.

## **Data Protection**

Metis Ireland complies with the requirements of the General Data Protection Regulation 2018 (GDPR) and the Irish Data Protection Act 2018.

We collect your personal details in order to provide the highest standard of service to you and are 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. Please contact us at [dataprotection@metisireland.ie](mailto:dataprotection@metisireland.ie) if you have any concerns about your personal data.

## **Direct Marketing**

We would like to keep you informed of various Pension, 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. If you do wish to receive such marketing information you can opt in in the client declaration once you formally become a client of the firm.



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