

THESE TERMS OF BUSINESS INCLUDING OUR SCHEDULE OF FEES & CHARGES ARE VALID FROM 01 January 2024 UNTIL FURTHER NOTICE

Fortitude Financial Planning Ltd

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

Contact Details

Fortitude Financial Planning Ltd
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Co Louth
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www.fortitudefp.ie

Authorisation with the Central Bank of Ireland

Fortitude Financial Planning Ltd is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations, 2018; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995. Copies of our regulatory authorisations are available on request. Our Central Bank registration number is C443628. 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 at www.centralbank.ie to verify our credentials.

Codes of Conduct

Fortitude Financial Planning Ltd is subject to the Consumer Protection Code, Minimum Competency Code and Fitness and Probity Standards which offer protection to consumers. These codes can be found on the Central Bank of Ireland website www.centralbank.ie.

Fair and Personal Analysis

The concept of fair and personal 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 a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a clients 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 it could be reasonably expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of each.

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 that deal with brokers
- the market share 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

Our Services

Fortitude Financial Planning Ltd is a member of Brokers Ireland.

We provide advice in the areas of saving, investment, pre & post retirement planning, business and family protection. On your behalf we will carry out a fair and personal analysis of the market available to us; taking account of a sufficiently large number of insurers/product producers to enable us to make a professional recommendation to meet your requirements.

We act solely in the best interest of our clients at all times. Our client experience is paramount and we pride ourselves on building long lasting client relationships.

Our firm does not have a tied relationship with any institution. A full list of insurers, product producers and agencies with which we deal is available on request.

We offer transactional and/or advisory services and you have the option to pay in full for our services by means of a fee.

Life & Pensions

We provide life assurance & pensions advice on a fair and personal analysis basis i.e providing services on the basis of a sufficiently large number of contracts 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 that apply 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.

Savings & Investments

We provide savings & investment products on a fair and personal analysis basis.

We provide professional advice in relation to deposit options and can arrange deposits with the deposit provider(s) with whom we have a written appointment.

We can provide advice on investments and structured products in the event of considering an investment or reinvestment; we will outline the various options available to you, particularly in relation to the nature of the investment risk and/or other restrictions.

Fact Finding

Under the Consumer Protection Code we are obliged to ensure we have information necessary to assess the suitability of a product or service and to carry out assessments of suitability. The reason for assessing suitability is to enable us to act in your best interests.

As your circumstances change, your needs will change so you are encouraged to provide up to date, accurate and sufficient information to us.

It is important that you keep us informed of any material changes to the (fact finding) information you provide us with. Failure to inform us of material changes may result in you having inappropriate financial advice. Where information is required and not provided to assess suitability, we will be unable to provide you with advice.

Sustainability Factors - Investment and Pension Advice

Taking due account of the size, nature and scale of our activities when providing investment advice and Insurance Based Investment advice, we will not consider the adverse impacts of investment decisions on sustainability factors. We will review this opinion annually.

Your Responsibilities

Proposal Forms

For certain classes of insurance or other financial planning business you may be required to complete a proposal form or similar document.

Disclosure of Information

Our objective is to provide the best advice and obtain the most suitable product(s) we can identify in order to meet your needs. In order to make our business relationship work you must provide complete and accurate information and instructions in a timely manner.

Failure to make full disclosure of material facts may allow insurers to avoid liability for a particular claim or to void the contract. Where applicable this duty of full disclosure applies equally at renewal of the contracts and on taking new insurance contracts. We will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information or any misrepresentation made by you.

Choice of Providers

If you have any concerns with the providers chosen for your requirements you must advise us as soon as possible.

Your Policy

Although we will check the policy documents we send you, you are responsible for reviewing your policy to ensure that it accurately reflects the cover, conditions, limits and other terms that you require. Particular attention should be paid to the policy conditions and if there are any discrepancies please contact us immediately.

Remuneration

Cost transparency is at the core of what we do with all fees and charges affecting you being fully disclosed in advance of us arranging a product/service.

Fortitude Financial Planning Ltd will be remunerated for services we offer you by one or a combination of the following means:

- by commission earned from insurers and product producers on the completion of business and/or based on the quality of business introduced. Summary details of these payments will be included in a product information document which you will receive both from us and the insurer/product producer and/or
- by the investment managers as a shared management fee deducted from your investment and/or
- you may choose to pay in full for our services by means of a fee which we will discuss and agree in advance of all transactions

Fee Table for Advisory and Financial Planning Services

Professional Advisor	Hourly Rate (Ex VAT)
Director/Principal	€200

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 us unless an arrangement to the contrary is made.

Additional fees may be payable for complex cases to reflect value, specialist skills or urgency. The basic hourly rate as outlined may be subject to change should these additional factors arise. We will give an estimate of this rate in advance of any work taking place.

A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us by product producers is available on our website www.fortitudefp.ie.

We have a policy on accepting gifts and hospitality which is linked to our conflicts of interest policy. For example a product producer providing an in-house training event with lunch on the features of a financial product would be considered an acceptable small non-monetary benefit.

If you need further explanation on this information please do not hesitate to contact us.

Default on payments by clients

Our firm will exercise its legal right 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.

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.

Complaints

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints be made in writing. We will acknowledge your complaint within 5 business days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. 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 or response to your complaint, you are entitled to refer the matter to the Financial Services Ombudsman or the Pensions Ombudsman. A full copy of our complaints procedure is available on request.

Data Protection

We are subject to the requirements of the General Data Protection Regulation ('GDPR') 2018 and the Irish Data Protection Act 2018.

Fortitude Financial Planning 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.

Your data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Privacy Notice.

We will ensure that our Privacy Notice is easily accessible to you at all times. Our Privacy Notice is available for viewing on our website however if this medium is not suitable for you please advise us and we will issue you with a hard copy.

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

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

Investor 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 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 clients 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 it's 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.

Professional Indemnity Insurance Cover

We have professional indemnity insurance cover to the level of €1,924,560 for any one claim.

Anti - Money Laundering/Countering the Financing of Terrorism

Our firm reserves the right to request any facts about a client which it reasonable believes it needs to know in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Amendment Act 2018.

Privacy Policy

You can access our Privacy Policy by visiting <https://fortitudefp.ie/privacy-policy/>