

## TERMS OF BUSINESS

### 1. Introduction

**This is our standard agreement upon which we intend to rely upon. For your own benefit and protection you should read carefully. If you do not understand any point, please ask for further information**

### 2. Authorised Status

Wealth Alliance Ltd is regulated by the Central Bank of Ireland as an Investment Intermediary under the Investment Intermediaries Act, 1995 (as amended) and as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended). Wealth Alliance Ltd's regulatory number is C120055. The Central Bank of Ireland maintains a register of all regulated firms [www.centralbank.ie](http://www.centralbank.ie). Our certificates of authorisation are on display in our office at First Floor, Columba House, Airside, Swords, Co Dublin. A copy is available to you on request, or on our website [www.wealthalliance.ie](http://www.wealthalliance.ie). Alternatively please call us on 01 – 840 6082.

### 3. Statutory Codes

The Company is subject to and complies with the Consumer Protection Code, the Minimum Competency Code and the Fitness and 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)

### 4. Our Services:

Wealth Alliance Ltd provides financial planning advice and/or insurance, investment and pension advice. Any advice or recommendations that we offer will be based on clients stated objectives and circumstances and takes into account any restrictions that clients wish to place. We will confirm to clients in writing the basis of our reasons for recommending any financial products.

Wealth Alliance Ltd is regulated and authorised by the Central Bank of Ireland to advise on and if appropriate arrange suitable life assurance investment, savings & pension policies as well as non life investment solutions including open ended investment companies, unit trusts and structured products. With the significant number of appointments we hold we can offer our clients an extensive choice of suitable products on a fair analysis basis that best serve their needs and circumstances. The Company does not have any 'tied' relationships with any institution that would compromise our ability to offer clients impartial advice and choice.

All our CERTIFIED FINANCIAL PLANNER™ professionals are qualified financial advisors and members of the Financial Planning Standards Board Ireland and follow their strict code of conduct and ethics.

We are also member of the Professional Insurance Brokers Association. Wealth Alliance Ltd does not have a shareholding in any insurer and likewise no insurer has a shareholding in our firm.

### 5. Remuneration Policy

Wealth Alliance Ltd is a fee based financial planning firm that provides clients with the option to either pay by a fee, commission off set or a combination of both. Wealth Alliance Ltd will agree the basis of payment with clients before work commences.

#### Fee Option

Our fees will be based on a combination of time needed to complete the required work, the complexity of the case and the specialist knowledge required. Wealth Alliance Ltd will agree the amount or basis of our invoices with clients in advance.

Fees may be subject to VAT.

#### Commission

Wealth Alliance Ltd may be remunerated by commission earned from insurers and product producers to whom orders are transmitted. Summary details of these payments will also be included in a product information document, where relevant, which you will receive before an application form for a product is completed, and

extended details will also be included with your cooling-off letter, where relevant. Any additional charges for services rendered by our financial planning division will be clearly disclosed to the client in writing prior to the inception of the insurance and will be agreed with the consumer in writing.

We may receive additional remuneration from product producers based on volume business placed or otherwise. We may also receive renewal or trail commissions while your products remain in force. All of these payments contribute to the overall cost of running our business and providing you with an ongoing service. Commissions are not offset against any fees chargeable unless agreed with you in writing.

If for any reason a client ceases to be a client of ours and we subsequently receive any amounts of commission, we shall be entitled to retain such amounts. It is the client's responsibility to notify any company from which we are receiving commission of your change of agent.

If we have arranged for your fee to be offset by commissions derived from a product which you subsequently cancel or cease to pay, and in consequence we are obliged to refund commissions paid to us, we reserve the right to charge you a fee to reimburse us for the amount of commission refunded.

## **6. Client's instructions**

Clients' instructions may be communicated to Wealth Alliance Ltd orally, by email or in writing; if orally they should be subsequently confirmed in writing

## **7. Policy Conditions**

A summary of your policy benefits is outlined in the financial plan and also disclosed in the policy schedule. The policy document details the specific terms and conditions of your policy. You should read them and keep it in a safe place in the event of a claim. If your understanding of the cover you have purchased or the investment you have made is different than that detailed in the policy document, then you should contact Wealth Alliance Limited orally and then in writing immediately.

## **8. Client Responsibilities**

The advice Wealth Alliance Limited offers is limited to the disclosure of material facts provided by our clients.

In order for Wealth Alliance Limited to deliver the services agreed we will be dependent upon the information provided by our clients in a reasonable time frame.

Clients are also obliged to disclose any and all material facts when a policy is being taken out. If any new material facts come to light or there is a change in an existing one, then this event should be reported in a timely fashion. If you are in any doubt as to whether or not a particular event is material, please disclose the information. In the case of a policy effected by a company then the directors of the company or any persons appointed by them are responsible for disclosing all material facts.

## **9. Consumer Protection**

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 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.

## **10. Handling Clients' Money**

Wealth Alliance Limited will accept payments in cash, by cheque and credit or debit card in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995.

Wealth Alliance does not handle client monies directly unless in settlement of an invoice for professional services raised by us.

**Wealth Alliance Ltd is regulated by The Central Bank of Ireland C120055**

**Directors: Brenda Rogan, Jane McAleese, Richard Sloane**

**Registered in Ireland No. 504607**

**Version 3.00**

### **11. Default on Payment by Clients**

The Company will exercise its legal rights to receive payments due to it from clients for business services provided. The Company will seek reimbursement for all payments made on behalf of clients where it has acted in good faith. Insurers may withdraw benefits or cover in the event of default on payment due under policies of insurance arranged for you. Please refer to policy documents and insurance product terms and conditions for details of such provisions.

### **12. Conflict of Interest**

It is the policy of the firm to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this in writing before providing any business service. If you have not been advised of any such conflict you may assume that none arises.

### **Receipts**

Wealth Alliance Limited shall issue a receipt for each non-negotiable or negotiable instrument or payment received. This is required pursuant to Section 30 of the Investment Intermediaries Act, 1995 (as amended). These are issued with your protection in mind and should be stored safely.

### **13. Complaints Procedure**

We ask that you make any complaint against the Company relating to business services provided by us in writing. We will acknowledge each complaint within 5 business days of the complaint being received. We will provide the complainant with the name of the Complaints Officer who will be the main point of contact until the complaint is satisfactorily resolved or cannot be processed any further. We will provide the complainant with a regular written update on the progress of the investigation of the complaint at intervals of not greater than 20 business days. We will attempt to investigate and resolve the complaint within 40 business days of having received the complaint. When the 40 business days have elapsed, if the complaint is not resolved, we will inform the complainant of the anticipated timeframe within which we hope to resolve the complaint. We will also inform the complainant of their right to refer the matter to the Financial Services Ombudsman's Bureau LoCall: 1890 88 20 90 [enquires@financialombudsman.ie](mailto:enquires@financialombudsman.ie) or the Pensions Ombudsman, [info@pensionombudsman.ie](mailto:info@pensionombudsman.ie) Tel. 01 – 647 1650. Where we resolve the complaint, we will advise the complainant in writing, within 5 business days of the completion of the investigation of the complaint, the outcome of the investigation and where applicable explain the terms of any offer or settlement being made. We will maintain an up to date record of all complaints including all relevant correspondence, records and any action taken. A copy of our complaints procedure is available on request.

### **14. Data Protection:**

We collect your personal details in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure it is used only for legitimate purposes. To fulfil these objectives we may share information with other affiliated professionals. The information and other data provided to our office may be used to advise you of products and services we may offer from time to time.

You have the right at any time to request a copy of any 'personal data' within the meaning of the Data Protection Act 1988 (as amended or re-enacted from time to time) that our office holds about you and to have any inaccuracies in that information corrected Any requests should be forwarded to the Compliance Officer.

### **15. Changes to these terms of business**

We will modify these terms of business from time to time by written notice to reflect our current practise and/or changes to regulatory requirements which we are obliged to meet.

These Terms of Business are effective from 1 May 2015 until further notice.

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**Please retain this Terms of Business for your records.  
Please return signed acknowledgement of your agreement to these Terms of Business**

**CLIENT ACKNOWLEDGEMENT**

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of Wealth Alliance Ltd and that I/we have read, understand and agree to these terms.

I/We consent to Wealth Alliance Ltd and its associated firms contacting me/us by letter, email, SMS text or telephone regarding any products which may be of interest. Where a third party has introduced me to Wealth Alliance Ltd, I/we also consent to the disclosure to that third party of information regarding advice provided and/or transactions arranged on my/our behalf.,

*or*

\*I do not wish to be contacted or receive information on products and services available from Wealth Alliance Ltd



**Company Name** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_