

This Terms of Business document sets out the general terms under which Brazil Financial Planning Limited trading as Brazil Financial, The Money Mentor will provide financial services business to you as a client. Please ensure that you read through these terms accordingly. If you have any queries, we will be happy to clarify them for you. If any material changes are made to these terms, we will notify you.

### **Authorised Status**

Brazil Financial Planning Limited trading as Brazil Financial, The Money Mentor (C55488) is regulated by the Central Bank of Ireland as an investment business firm under Section 10 of the Investment Intermediaries Act, 1995 as amended.

Our firm is authorised as a mortgage intermediary under the Consumer Credit Act 1995. Our firm is also authorised as a mortgage credit intermediary under the European Union (Consumer Mortgage Credit Agreement) Regulations 2016 as amended. Brazil Financial Planning Ltd is registered as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulation, 2018. The Central Bank of Ireland holds registers of regulated firms.

You may contact the Central Bank of Ireland on 1890 777 777 or alternatively, you can visit their website on [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials. Our Central Bank reference number is C55488.

### **Codes of Conduct**

Brazil Financial Planning Ltd is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

### **Our Services**

Brazil Financial Planning 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 and mortgage products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

### **Fair and Personal Analysis**

The term 'broker' may be used by an insurance or mortgage intermediary that offers consumers a "fair analysis" of the market.

The concept of fair analysis is derived from the Insurance Mediation Directive. A 'fair analysis of the market' entails providing advice on the basis of a sufficiently large number of contracts and providers available on the particular market to enable us as the broker to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs within a particular category of life assurance, general insurance, mortgages, and/or specialist area.

The term 'sufficiently large' must be considered in the context of the product or service provided and the extent of the relevant market. 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 the accessibility of information and product placement to brokers and the cost of search. In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair analysis of the market, firms should 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 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

We provide life assurance and pensions 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 in 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 policy 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, we will 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.

## **Mortgages**

Through the lenders or other undertakings with which we hold an agency, Brazil Financial Planning 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. Brazil Financial Planning Limited place their mortgage business through a firm called IFG Investment & Mortgage Services Ltd trading as One Platform who hold agencies with all the main lenders in the mortgage market.

We provide mortgage advice on a fair analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available in 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)

## **Statement of Charges**

We are remunerated by commission and other payments from product providers or lenders on the completion of business. A summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which have agreed with product providers is available in our office or on our website – [www.brazilfinancialplanning.ie](http://www.brazilfinancialplanning.ie).

## **Disclosure of Information**

Any failure to disclose material information may invalidate your claim and render your policy void. 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 initial advice provided. We reserve the right to charge additional fees for complex cases or to reflect value, specialist skills or urgency. Our scale of fees for such cases range from a minimum of €200 per hour to a maximum of €400 per hour. In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life and pensions business.

In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below. If we receive commission from a product provider, this may/will be offset against the fee which we will charge you. Where the commission is greater than the fee due, the commission may become the amount payable to the firm unless an arrangement to the contrary is made.

## **Mortgage Fees**

You may elect to deal with us on a fee basis. A fee is not in any way an indication of mortgage/loan approval. Our fee will be notified to the lender who will include this fee into the calculation of the APRC (Annual Percentage Rate Charge). We may receive up to 1% of the loan for arranging mortgage finance. This commission is paid by the mortgage lender. The actual amount of commission will be disclosed at a later stage in the ESIS (European Standardized Information Sheet) which will be forwarded to you.

Information on the variation in levels of commission payable by the different creditors providing credit agreements being offered are available on request. 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.

### **Life & Pensions Fees**

You may elect to deal with us on a fee basis. Our fees are:

- €275 per hour.

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency.

Our scale of fees for such cases range from a minimum of €200 per hour to a maximum of €400 per hour. We will notify you in writing advance and agree the scale of fees to be charged.

### **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 which may result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to ensure that you are provided with up to date advice and products best suited to your needs.

### **Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments**

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 1<sup>st</sup> September 2021 alters consumers duty of disclosure:

- You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the ‘average consumer’. An ‘average consumer’ as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is somebody considered as reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.
- Specific questions will be asked. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

An insurer may repudiate liability or limit the amount paid on foot of the contract of insurance, only if it establishes that non-disclosure of material information was an effective cause of the insurer entering into the relevant contract of insurance and on the terms on which it did.

### **Completed Proposal Forms/Statement of Fact**

Completed Proposal Forms or Statements of Facts will be provided to you. These are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

### **Commercial Customers: Non-Consumer Disclosure of Information**

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

**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. A full copy of our conflicts of interest policy is available on request.

**Default on payments by clients**

We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for services provided. In particular, without limitation to 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**

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. We will acknowledge your complaint in writing 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 of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). 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 2018 and the Irish Data Protection Act 2018. Brazil 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.

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 **rory@brazilfinancial.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 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.

**These Terms of Business are valid from 10<sup>th</sup> April 2025 until further notice.**

**Terms of Business Acknowledgement**Client Name: 

Brazil Financial Planning Limited trading as Brazil Financial, The Money Mentor is regulated by the Central Bank of Ireland.

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 carefully. 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.

Customer Signature

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Date

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**Consent to Contact**

Here at Brazil Financial Planning Limited trading as Brazil Financial, The Money Mentor we take your data protection seriously and will only use your data as discussed with you in our privacy statement.

From time to time may wish or need to contact you in relation to specific service needs or opportunities or concerns we need to share with you. We may sometimes pass your details onto other companies as part of our service fulfilment to you who may need to contact you.

Contact will generally conducted by any of the mediums listed below, and will only be undertaken as an essential part of the service. Please let us know that of the following methods are OK to use:

- ☐ Email
- ☐ Phone
- ☐ SMS
- ☐ Post
- ☐ Fax
- ☐ Please do not contact me

Customer Signature

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Date

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\* Even if you do subscribe now you can always unsubscribe at any time.