

Terms of Business

Simon Shirley Advisors Limited

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 we will be happy to clarify any queries you may have. If any material changes are made to these terms we will notify you.

When providing advice, the firm does not consider the adverse impacts of investment decisions on sustainability. The firm will review this approach on an annual basis in September.

Authorisation with the Central Bank of Ireland

Simon Shirley Advisors Limited is regulated by the Central Bank of Ireland as an Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations, 2018 and as an Investment Intermediary authorised under Section 10 of the Investment Intermediaries Act, 1995 (as amended). Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland by telephone on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

Simon Shirley Advisors Limited is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes are available on the Central Bank's website www.centralbank.ie.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life, pensions and non-life products, such as deposits and investments. A full list of insurers and product producers with which we deal is available on request.

Fair Analysis

Simon Shirley Advisors Limited provides services and recommends life, pension and non-life products on the basis of a fair analysis of the market; and the principal regulated activities of the firm are provided on the basis of a fair analysis of the market.

The concept of fair analysis describes the extent of the choice of products and providers offered by an intermediary in relation to life assurance, general insurance, mortgages, and/or a specialist area. In order to provide a recommendation on the basis of fair analysis the number of contracts and providers considered before making a recommendation 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.

Life, Pensions & Non-Life

As an Insurance Intermediary, we can provide advice and services in respect of life, income protection and specified illness cover, pensions and non-life products, such as deposits, savings and investments and can place business on your behalf with product producers we have an agency with.

We will provide assistance to you for any queries you may have in relation to the policies/products, 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. It is however, your responsibility to read the policy/product documents, literature and brochures to ensure that you understand the nature of the product/policy cover, particularly in respect of income protection and specified illness policies, and the terms and conditions attaching to the policy/product.

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Specifically, in respect of income protection policies, our policy is 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 specified illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

Regular Review

With your agreement, we may review the policies/products you take out on a periodic basis to ensure that you are kept informed as to their benefits and to check whether they are still suitable for your needs. For investment products we do offer ongoing suitability by arranging annual re-assessment of products you purchased on our recommendation.

Failure to inform us on any change to your circumstances, or to contact us to request a review, may result in you having insufficient or inappropriate life assurance protection in place and/or inappropriate investments or retirement planning products.

Disclosure of Information

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

Remuneration

Simon Shirley Advisors Limited is remunerated by commission and other payments from product producers on the completion of business. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. 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 on our website.

You may choose to pay in full for our services by means of a fee. In 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 producer, 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 firm unless an arrangement to the contrary is made.

Our fees are based on a standard rate of €250 per hour (or part thereof) plus applicable VAT. Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency.

Conflicts of Interest

Our policy is 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.

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Complaints

Although we accept verbal complaints, where possible complaints should be made to us in writing. We will acknowledge your complaint within 5 business days and we will fully investigate. 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.

We 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, which accompanies this Terms of Business.

For more information on your rights please contact us with your request at: admin@simonshirley.com or call us at 01 6110622.

You have the right to lodge a complaint with a supervisory authority which in Ireland is the DPC. You can email the DPC via info@dataprotection.ie or write to the office at:

Data Protection Commissioner, Canal House, Station Road, Portarlinton, R32 AP23, Co. Laois.

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. by telephone on 01 224 4955.

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Client Acknowledgement

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I acknowledge that I have been provided with a copy of the Terms of Business of Simon Shirley Advisors Limited and I confirm that I have read and understand the Terms of Business of Simon Shirley Advisors Limited.

Data Protection Consent

We would like to keep you informed of 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 would like to contact you by way of letter, email, telephone call, SMS text or personal visit.

If you are happy for us to contact you for this purpose please tick the box

Contact Information

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