Terms of Business

Halpin Wealth Management

Company Details:

Halpin Wealth Management Ltd
Address: 79 Douglas Road, Cork T12V4DC
Phone: 0872674206
Email: info@hwm.ie

These terms of business will remain in force and shall apply to any business service provided to you now or at a future date. Please ensure you read these terms thoroughly and if you have any queries, we will be happy to clarify them. Should my firm change any material changes to its business terms at a future date, I will write to affected customers to advise of the intended changes. For any other changes I will advise you at our next meeting.

The full name and address of the firm is set out on the top of this document.

Authorisation & Codes of Conduct

Halpin Wealth Management Ltd is authorised and regulated by the Central Bank of Ireland. Central Bank reference number is C470534.

Halpin Wealth Management Ltd is registered to undertake insurance mediation under the European Union (Insurance Distribution) regulations 2018*,* as an Investment Intermediary, authorised under Section 10 of the Investment Intermediaries Act, 1995, and as an Investment Product Intermediary, under Section 31 of the Investment Intermediaries Act, 1995 (as amended), as a Mortgage Intermediary authorised under the Consumer Credit Act 1995 and as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016. A Copy of our regulatory authorisation is available on request. 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. (Our reference number is C470534).

Halpin Wealth Management Ltd is subject to the Minimum Competency Code and Regulations, the Standards for Business and Consumer Protection Regulation 2025, and the Fitness and Probity Standards, and the handbook of Prudential Requirements for Investment Intermediaries which can be viewed on www.centralbank.ie.

Our Services

Halpin Wealth Management Ltd is a member of Brokers Ireland. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to protection, pensions, savings/investments products. A full list of insurers and product producers with which we deal is available at the end of this document.

Halpin Wealth Management Ltd holds written appointments with a number of insurance undertakings, lenders and product producers; however, *Halpin Wealth Management Ltd* has selected one preferred product producer, Irish Life Assurance Plc for life insurance plans (including life assurance, specified illness cover, income protection, unit linked savings, investments, and pension plans), tracker bonds, and Personal Retirement Savings Accounts (PRSAs). Analysis of the market will be limited to products provided by Irish Life Assurance Plc unless it falls outside the scope of Irish Life's underwriting criteria, or the Irish Life product(s) do not provide certain benefits that have been identified as meeting your financial goals and/or our recommendation. In this case, we will research on a fair analysis basis, the most suitable product(s) for your financial needs. A list of the product producers with which *Halpin Wealth Management Ltd* holds an agency appointment outlined at the end of this document.

Fair & Personal Analysis

Where Halpin Wealth Management Ltd provides advice on a fair and personal analysis basis whether in relation to mortgages, life assurance or general insurance this means we consider a sufficiently large number of contracts and providers within that category to enable us to recommend a product that adequately meets your needs.

What constitutes a sufficiently large number will vary depending on how many providers operate in the relevant market and their relative size and importance within it. The extent of the analysis we carry out is that which could reasonably be expected of a professional intermediary, having regard to the accessibility of information, how products are placed with intermediaries, and the cost of carrying out that research.

In determining whether our analysis of the market is sufficiently large, we have regard to a range of factors, including: your needs as a client; the size of your requirement; the number of providers in the market who deal with brokers; each provider's market share; the range of relevant products available from each provider; the availability of information about those products; the quality of the product and service offered; cost; and any other consideration relevant to your circumstances.

Investment Products; We provide investment advice on a limited analysis basis i.e. providing services on the basis of a limited number of contracts and product producers available on the market, that is to say, while not tied to one product producer the services are not provided on the basis of a fair analysis of the market. We provide advice on the following product providers:

- Newcourt Retirement Fund Managers Limited (NRFM)
- Independent Trustee Company (ITC)

Mortgages**;** Through the lenders or other undertakings with which we hold an agency, *Halpin Wealth Management 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.

We provide mortgage advice on a fair analysis basis as described above - that is, having regard to a sufficiently large number of contracts and lenders in the market to enable us to recommend, in line with professional standards, which product would best meet your needs.

Halpin Wealth Management Ltd currently holds agency appointments outlined at the end of this document.

Sustainability Factors – Investment / IBIPs / Pension Advice;

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, we assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation the products proposed/advised on. This means that we assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

We integrate these risks into our advice by reviewing product provider literature on sustainability risks and liaising with providers on any queries about the funds. This information is reviewed by the firm on an ongoing basis

Considering Principal Adverse Impacts on sustainability factors in the advice; When providing advice on insurance-based investment products ('IBIPs') or investment advice we assess the PAI information published by product manufacturers by examining the Product Providers literature to establish the Principal Adverse Impacts for the relevant products. The firm will then compare financial products across available providers to make informed investment decisions about the suitability of ESG products for individual clients.

Impact on return; We also assess the likely impacts of sustainability risks on the returns of the IBIP's on which we advise, this is guided by the product producers literature.

Remuneration

Halpin Wealth Management Ltd is remunerated by commission and other payments from product producers on the completion of business. A summary of the details of all arrangements for any fee, commission or other rewards or remuneration paid or provided to the intermediary which it has agreed with product producers is available in our office or on our website www.hwm.ie

We may receive commission and other payments from the life assurance provider to whom orders are transmitted. Summary details of these payments will be included in a product information document, under the Customer Information Notice section, which you are legally entitled to receive before an application for a product is completed. These payments are included in the charges of your product. Any ongoing commission shown in the Customer Information Notice will be paid to me as long as I remain your Financial Adviser. The full details of the commission *Halpin Wealth Management Ltd* receives for Life Assurance products (excluding Company Pension products) will be included in your Welcome Pack which is issued to you. Details of all commissions we earn are on our website www.hwm.ie. In certain circumstances the firm may charge you a fee for the services provided. If we do, we will provide you with a written estimate in advance of providing any business service.

Mortgages; Halpin Wealth Management Ltd does not charge you a fee for arranging your mortgage. We work solely on a remuneration basis, receiving up to 1% of the mortgage amount in commission from the lending institution. This commission is paid to us by the lender, not by you, and does not add to the cost of your mortgage.

The exact amount of commission payable in your case will be confirmed at a later stage in the European Standardised Information Sheet (ESIS), which will be forwarded to you before your mortgage application is completed. Please note that this commission can be clawed back by the lender within a three-year period – for example, if a mortgage is redeemed or switched shortly after drawdown.

Ongoing remuneration: we receive ongoing remuneration from Product Producers in respect of the financial service provided to you. This remuneration is based on a percentage of the value of your investment and annual premiums and is intended to cover the ongoing service that we provide you in relation to this product. The nature of the service for which this remuneration is payable includes regular reviews of your product, updates on performance and continued access to our advice.

Clawback; If we receive commission from a product provider and off-set the commission against the fee which we would otherwise have charged you but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that is equal to 100% of the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

Disclosure of Information

Halpin Wealth Management Ltd complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. Your data will be passed to the relevant product producers with whom *Halpin Wealth Management Ltd* has agencies for the purpose of arranging transactions agreed with you. Your data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice and Data Protection Policy and Procedures. This information will only be used to provide you with business services, to meet any legal and regulatory obligations, and for legitimate business reasons. From time to time, we will send information about other financial products and services, provided by us or associated companies with which we have a formal business arrangement, which we think may be of interest to you. You have the right to ask us not to send you this marketing material and, at any time you can 'opt out' of receiving marketing material. You have a right to see the information that is held on you and you can do this by writing to me at the address given. We would like to contact you by way of letter, email, telephone call or SMS text message. If you would like to receive such marketing information, please complete the permission statements contained in the Terms of Business Client Acknowledgement Letter attached. You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR) that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at samantha@hwm.ie if you have any queries about your personal data.

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. Please 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.

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'1.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with

[1] Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.

reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

Completed proposal forms/statement of fact

Completed proposal forms or Statement 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.

Conflicts of Interest

It is the policy of *Halpin Wealth Management Ltd* 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 proceeding to provide any business service. If you have not been advised on any such conflict you are entitled to assume that none arises. Samantha Halpin is responsible for management potential conflicts of interest. A full copy of our conflicts of interest policy is available on request.

Defaults on Payments by Clients

Halpin Wealth Management Ltd will, if necessary, exercise its legal rights to receive any payments due to it, from clients for business services provided. Product Producers may withdraw benefits on default of payments due under any products arranged for your benefit. Details of these provisions will be included in your product Terms and Conditions.

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

Upon receipt of a verbal complaint, we will provide the option to have the complaint addressed through the firms established complaints procedure. All complaints will be acknowledged in writing within 5 working days of the complaint being received. The complaint will be fully investigated by *Halpin Wealth Management Ltd* and a full response will be provided to you as soon as possible. We will aim to provide this response not later than 40 working days from receipt of your complaint and will provide you with a regular update on the progress of the investigation of the complaint at intervals of not greater than 20 working days, starting from the date on which the complaint was made. In the event that you remain dissatisfied with the firm's handling of and response to your complaint you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman (contact details below). A full copy of our complaints procedure is available on www.hwm.ie and on request.

Financial Services and Pensions Ombudsman,
Lincoln House
Lincoln Place
Dublin 2
Phone: 01 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

Consumer Insurance Contracts Act 2019

For the protection of clients, the Act imposes duties on both the client and product providers at pre / post contract stage, as well as in respect of claims handling.

Cooling off Period

Life Insurance Contracts may be cancelled by giving notice in writing to us or the product provider. This "cooling off" period allows 30 days, from the day the product provider send you your plan documents, to change your mind. Should you choose to cancel your plan, all benefits will end, and you will receive a refund for any premiums due. You will only be liable for the cost of the premium for the period of cover already received.

A Savings/Investment contract may be cancelled within 30 days, as above. All benefits will end however, the refund value of your investment will account for any fall in the value of your investment that may have taken place during that 30-day period. You may not get back the full amount invested as the amount refunded is the value on the date of cancellation.

The product provider may withdraw benefits on default of payments due under any products arranged for your benefit. Details of these provisions will be included in your product Terms and Conditions.

Claims

The product provider will handle all claims promptly and fairly. Any contract with a product provider is issued on the understanding that the information given on the application form and any related document is true and complete. If this is not the case the product provider has the right to cancel the contract of Insurance or refuse payment of any claim made.

If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the product provider is entitled to refuse to pay and to terminate the contract. Where Irish Life Assurance plc becomes aware that a client has made a fraudulent claim, they may notify the client advising that they are voiding the contract of insurance.

The product provider may refuse all liability in respect of any claim made after the date of the fraudulent act and is under no obligation to return any of the premiums paid under the contract.

Where a product provider cancels the insurance contract, they will repay the balance of any premium due to the client and will provide the reason for cancellation.

Any exclusions of cover will be explicitly advised prior to the commencement of the contract. It is expected that clients cooperate with the product provider with respect to any investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify them of the occurrence of an insured event in a reasonable time and in accordance with the terms of the contract of insurance.

Should a client become aware, after a claim is made, of information that would either support or prejudice the claim, they have a duty under the Act to disclose it. (the product provider is under the same duty).

Effect of failure to comply with the Act

A court of competent jurisdiction may reduce the amount of benefit paid to you if you are in breach of your duties under the Act.

Halpin Wealth Management Ltd is a member of the investor compensation scheme run by the Investor Compensation Company Limited. The scheme provides a way of paying certain investors compensation, subject to the relevant limits, if they suffer financial loss caused by an investment firm being unable to meet its financial obligations (in other words, pay everything it owes). In the event that a right to compensation is established, the amount payable is the lesser of ninety per cent of your loss, which is recognised as being eligible for compensation, or €20,000.

Product Producers and Lenders

The following is a list of Insurance undertakings, product producers and lenders from which letters of appointment are held by Halpin Wealth Management Ltd.

Life Companies

- Irish Life Assurance plc
- Zurich Life Assurance plc
- Aviva Life and Pensions Limited
- Royal London Insurance DAC
- New Ireland Assurance Company plc

Investment firms;

- Newcourt Retirement Fund Managers Limited (NRFM)
- Independent Trustee Company (ITC)

Lenders

- Bankinter SA
- Dilosk Limited t/a Dilosk and ICS Mortgages
- The Governor and Company of the Bank of Ireland
- Seniors Money Mortgages (Ireland) Designated Activity Company t/a Spry Finance
- Nua Money Limited
- CapitalFlow Group DAC
- Brokers Ireland Network Services Limited

These Terms of Business are effective from

09/09/2026