

# CWM Wealth Management Ltd trading as HerMoney

## Terms of Business including Schedule of Fees and Charges

CWM Wealth Management Ltd trading as HerMoney 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). Copies of our statements of Authorised Status from the Central Bank of Ireland are on display in our offices and available on request.

### Statutory Codes

CWM Wealth Management Ltd trading as HerMoney is subject to the Central Bank of Ireland Codes of Conduct; The Consumer Protection Code, The Minimum Competency Code and The Fitness & Probity Standards. This firm must comply with these codes which offer protection to a consumer and these Codes can be found on [www.centralbank.ie](http://www.centralbank.ie)

*CWM Wealth Management Ltd trading as HerMoney has offices at the following locations:*

**Cork Office**  
Unit 26J, Building 6500,  
Cork Airport Business Park,  
Cork.

**Dublin Office**  
84 Merrion Square,  
Dublin 2

**T: 021 483 9350 F: 021 238 0198**

**T: 01 6110707 F: 01 4811594**

### Services Provided

As an Investment and Insurance Intermediary we are authorised to advise you in relation to a wide range of Insurance and Investment Products. We research the products available from the Product Producers we hold appointments with, on your behalf. We then identify and assess the suitability of the products on offer to meet your current needs.

A full list of the Product Producers with which we hold a written appointment is available on request. We do not guarantee nor make representations in regard to, and expressly disclaim responsibility for, the financial institutions with which we place business.

### Remuneration Structure

CWM Wealth Management Ltd trading as HerMoney are remunerated by Product Producers on the completion of business. You may choose to pay in full for our services by means of a fee. If we receive commission from a Product Provider, this may 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. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds the prescribed number of hours.

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life and standard PRSAs. 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.

Life Fees: €250 per hour

PRSA Fees: €100 per hour

### Conflicts of Interest

It is our policy to avoid situations where this is a conflict of interest. Should such a situation arise or could be perceived to arise we will declare it as soon as possible to you. If we do not notify you of any conflicts of interest you can assume that there are none.

### Premium Handling

When receiving and transmitting orders we will accept payments by cheque where:

- An insurance undertaking has invited renewal of a policy of insurance.
- A proposal for insurance &/or PRSA has been accepted by an insurance undertaking.
- We are not authorised to accept cash or negotiable instruments in any circumstances.

### Duty to Disclose

It is your duty to provide complete and accurate information for insurers when arranging an insurance policy. Failure to disclose any material information to your insurers could invalidate your insurance cover; all or part of a

claim may not be paid.

### **Failure to Pay or Default**

Product producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your policy terms and conditions. We will also exercise our legal right to receive any payments due to us for business services provided in the event of a default in payment.

### **Complaints Procedure**

We have a written complaints procedure for the effective handling of all complaints:

- We will acknowledge receipt of your complaint in writing within 5 working days.
- A written update will be issued to you every 20 days by a nominated individual within our firm.
- A comprehensive response to your complaint will be issued within 8 weeks of receipt of your initial complaint.
- In the event of failure to resolve your complaint you may raise the matter with the Financial Services & Pensions Ombudsman on 01-5677000 or [info@fspoi.ie](mailto:info@fspoi.ie)
- Our full Complaints Procedure is available on request.

### **Compensation Scheme**

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 recognized as being eligible for compensation. Full details of this scheme are available on request

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. We are also members the Trusted Advisor Group (TAG).

### **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 fulfill these objectives if you are a customer of Contracting Plus Ltd, we may share information with them (and they with our firm). 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.

Please note that the information we ask for is necessary and without it we may not be able to advise you fully under the Central Bank of Ireland Consumer Protection Code. 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.

### **Variation**

This engagement letter may be varied or superseded at any time by agreement in writing between us, but any such variation shall not affect any rights or obligations of either of us already accrued. You or we may initiate such variations.

### **Termination**

Either of us may terminate this engagement letter by written notice at any time. Termination will not in any event affect accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payment save that you will pay (i) our fees pro rata to the date of termination; (ii) any additional expenses necessarily incurred by us in terminating this agreement letter; (iii) any losses necessarily realised in settling or concluding outstanding obligations.

### **Governing Law**

Irish law will govern the provision of the services covered by this letter, and the Irish courts will have exclusive jurisdiction over any dispute.

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