

Terms of Business

MGM Financial Services DAC trading as MGM Financial Services

Updated: February 2024

MGM Financial Services DAC: 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 if you have any queries we will be happy to clarify them. If any material changes are made to these terms we will notify you.

Authorisation with the Central Bank of Ireland

MGM Financial Services DAC trading as MGM Financial Services (C87611) 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 the Investment Intermediaries Act, 1995. 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 on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

MGM Financial Services DAC 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

Our Services

MGM Financial Services DAC is a member of Brokers Ireland.

Our principal business is to provide a full financial planning and advice service. This may include arranging transactions on behalf of clients in relation to life & pensions, investments or general insurance products. A full list of insurers and product producers with which we deal is available on request.

Insurance Intermediary Services

MGM Financial Services DAC operates on the basis that:

(a) the principal regulated activities of the firm are provided on the basis of a fair analysis of the market; and (b) you have the option to pay in full for our services by means of a fee.

Fair Analysis

The concept of fair analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance and/ or a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair analysis of the market, we will 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.

Investment Intermediary Services

MGM Financial Services DAC provides investment intermediary services and clients can choose to pay fees to access our services. A schedule of our fees are outlined below.

Life, Pensions & Investments

MGM Financial Services DAC provides life assurance, pensions and investments on a fair analysis basis 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 policies 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 it is our policy 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 serious/specified illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

Disclosure of Information

In completing a proposal for insurance, you are required to answer all questions posed by us or the Insurer honestly and with reasonable care. Specific questions will be asked.

Remuneration

MGM Financial Services DAC is remunerated by commission and other payments from product producers or lenders on the completion of business. 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 if the number of hours relating to on-going advice/assistance exceeds 10 hrs.

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

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. The commission arrangements MGM Financial Services has in place with product producers we have agencies with is available on our website at: www.mgmfs.ie.

Non-Life

MGM Financial Services DAC refers clients to JLT Insurance Brokers Ireland DAC for non-life (general) insurance business if they have consented to having their details referred to JLT.

Life, Pensions Insurance Based Investment Products (IBIPs) Fees

You may elect to deal with us on a fee basis and these are the hourly fees that apply:

Principles / Directors	€250
Senior Advisers	€180
Associates	€100
Support staff	€60

We will notify you in advance and agree the scale of fees to be charged.

Personal Retirement Savings Accounts (PRSAs) – Fees

Where advice is requested for PRSAs, the following hourly fees will apply:

Principles / Directors	€250
Senior Advisers	€180
Associates	€100
Support staff	€60

Ongoing Suitability: Investments

Ongoing suitability assessments form part of our service to clients. This means that on at least an annual basis we will revisit our previous recommendations to assess if they remain suitable for you, taking into account any changes in your requirements that you have notified to us.

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. You must 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. Failure to contact us in relation to changes in your circumstances or failure to request a review may result in you having insufficient insurance cover and/or inappropriate investments.

Sustainability Factors

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on investments (including those issued by life insurance and investment firms), we do not assess, in addition to relevant financial risks, relevant sustainability risks. This means that we do not assess environmental, social or governance events and conditions that, if they occur, could have a material negative impact on the value of the investment.

We also do not currently consider the impacts of our advice that result in negative effects on sustainability factors. Currently there are limited relevant products on the market which provide sufficient relevant information to allow us to assess sustainability risks and/or negative impacts on sustainability factors. This area is relatively new and as the issue progresses, we will review our position.

MGM will review its approach annually, each March.

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

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.

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 within 5 business days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and you will receive an update in this regard 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 and will do so no later than 40 business days from the day we received the complaint. 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

MGM Financial Services DAC complies with the requirements of the General Data Protection Regulation 2016 and the Irish Data Protection Act 2018.

The data which you provide to us will be held on a computer database for the purpose of arranging transactions on your behalf. The data will be processed only in ways compatible with GDPR and the purposes for which it was given. This is outlined in our Data Privacy Statement, which can be accessed on our website: www.mgmfs.ie or you can request a copy. We would also like to keep you informed of insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call. If you do not wish to receive such marketing information please tick the relevant box in the Terms of Business acknowledgment letter. Please contact us at info@mgmfs.ie if you have any concerns about the processing of your personal data.

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company DAC 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 DAC (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 DAC on (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.