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Framework financial

Terms of Business

As required by the Central Bank of Ireland
and including an outline of
framework financial Services
with effect from 12th March 2026

**FINANCIAL
BROKER**
Financial Planning & Guidance

Joe Mc Guinness & Co Ltd
t/a framework financial is regulated
by the Central Bank of Ireland

Registered in Dublin No. 289387
Directors J.A. McGuinness CFP® QFA
E. O'Brien QFA RPA

Joe McGuinness & Co Ltd t/a framework financial

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.

Authorised with the Central Bank of Ireland

Joe McGuinness & Co. Ltd trading as **framework financial** is regulated by the Central Bank of Ireland (C5324) as an investment intermediary authorised under the Investment Intermediaries Act, 1995 as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018 and as mortgage credit intermediary registered under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016. 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 777777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

About Us

framework financial is a member of Brokers Ireland. The firm does not have a shareholding in any insurer and likewise no insurer has a shareholding in this firm.

The firm is authorised to provide advice and arrange transactions on behalf of clients in relation to life assurance, pension and investment products and to advise on and arrange mortgages. A full list of insurers and product producers with which we deal is available on request.

Joe McGuinness & Co. Ltd trading as framework financial operates such that the principal regulated activities of the firm are provided on the basis of a fair analysis of the market.

Fair Analysis

The concept of fair analysis is derived from EU insurance regulation. It 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.

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 intermediaries and the cost of the search.

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 client,
- the size of the client 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.

Sustainability Factors and Suitability Preferences

We are required to gather information about your preferences around sustainability as these relate to your approach to investing and investments. Your sustainability preferences will be captured as part of the initial fact-finding exercise.

When providing advice, the firm does not currently consider the adverse impacts of investment decisions on sustainability and is therefore not in a position to incorporate your sustainability preferences, should you have any. This is because the information available to us in product producers' literature to compare financial products and to make informed investment decisions about ESG products is not sufficient at present to allow us to make a reliable comparison. We expect that this position will change, and we will review this approach in March 2027. When we are satisfied that we are in a position to do so, your sustainability preferences will form part of the assessment of investments that are suitable for your needs.

Life, Pensions & Investments.

framework financial provides life assurance, pensions & investments on a fair analysis basis i.e., providing services on the basis of a sufficiently large number of contracts and product producers available within 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 policies and we will explain to you the various restrictions, conditions and exclusions attached to your policy. **framework financial** reserves the right to charge a fee for our claims handling service on a case-by-case basis. 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 Income Protection and Specified Illness policies.

Providing Information

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

Remuneration Policy

We will disclose the specific fees and/or commission that is payable by you in advance of providing a service to you. These vary and are subject to change. The way in which we are paid for the services we offer also varies based both on the service provided and the product providers. We may receive commission from product providers which is typically deducted from premiums paid by clients.

We offer proactive on-going services regarding pension and investment advice under several different client service offerings (programs). Details of these services and the fees that apply can be provided on request.

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 <https://www.frameworkfinancial.ie/>.

Product Implementation

For the implementation of products, we will be paid by the product provider in the form of a commission.

Occasionally we are asked to undertake work outside of our normal process. Any such work will be chargeable and the cost agreed with you in advance and where an hourly rate below will apply.

	Hourly Rate
Administrator	€85.00
Client Manager	€175.00
Financial Planner	€225.00

Default on Payments by Clients

framework financial will, if necessary, exercise its legal rights to receive any payments due to it from clients for services provided and to be reimbursed for any value obtained by the firm for clients arising from payments by the firm on behalf of clients who subsequently default on any payment due to the firm. Product providers may withdraw cover or impose other penalties 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.

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 products you hold, so that we can ensure that you are provided with up-to-date advice on products best suited to your needs. Failure to contact us in relation to changes in your circumstances, may result in you having insufficient insurance cover and/or inappropriate pensions / investments.

In this context, we offer three different services regarding pension and investment advice as follows:

- ***Lifestyle Financial Planning:*** We provide a holistic financial planning service which includes assessing your financial planning needs (including protection, pensions, savings and investments) and working with you to implement your lifestyle financial plan. Under this service, for which we charge a fee, we monitor the ongoing suitability of the various products you hold with us, as part of our service to you as well as being responsible for the ongoing administration of same. We arrange regular review meetings and provide periodic valuations.
- ***Clear Review Service:*** We work with you to advise on and arrange financial products required by you. While we will assist in identifying your needs and requirements, this service does not include Lifestyle Financial Planning. We will provide an annual valuation pack at our annual review meeting along with mid-year updated values. We are responsible for the ongoing administration of financial products we arranged. We are also available to assist with any queries you may have, usually by telephone or email.
- ***Adviser Assist:*** We work with you to advise on and arrange financial products required by you. While we will assist in identifying your needs and requirements, this service does not include Lifestyle Financial Planning. We will provide an annual valuation pack and are responsible for ongoing administration of financial products we arranged. We are available to assist with any queries you may have, usually by telephone or email, but ***do not*** offer a scheduled review meeting as standard.
- ***Transactional:*** Under this service offering we will advise on and arrange individual transactions on your behalf, and are responsible for the ongoing administration of those financial products for which we will receive commission from the product producer. We ***do not assess ongoing suitability***, provide regular reports or offer a scheduled review meeting as

standard. The client must revert to advise of any change in circumstances which may impact the ongoing suitability of the products they hold.

Conflict of Interests

framework financial has a written policy which sets out the steps that we take to ensure that we avoid, or where this is not possible, mitigate conflicts of interest that may arise in providing services to you. A copy of the policy is available on request, its main provisions are summarised in this Terms of Business.

It is the policy of framework financial to act in the best interests of our clients and to avoid a conflict of interest when providing services. However, where an unavoidable conflict arises, we will advise you of this in writing before providing any business service and request your written acknowledgment that you are aware of the conflict of interest and still want to proceed.

It is our policy that none of our employees offer, give, solicit or accept gifts or rewards (monetary or otherwise) which are likely to conflict with any of their duties or activities. Employees of framework financial are remunerated substantially by salary rather than by variable remuneration based on commission or sales targets.

In the normal course of business framework financial is in receipt of commission/intermediary remuneration from providers business is placed with. All product recommendations we make are supported by a detailed statement of suitability which explains the basis for the recommendation, we never make recommendations based on the remuneration we receive from product producers.

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 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 received by **framework financial**. On completion of our investigation, we will provide you with a written report of the outcome.

All complaints should be directed to Joe McGuinness, Compliance Officer, **framework financial**, Unit Ab1 Centrepoint House, Rosemount Business Park, Dublin 11. In the event that you remain dissatisfied with the outcome of a complaint the matter may be referred to the Financial Services and Pensions Ombudsman (FSPO). This is a free service to complainants. Full details of how to complain to the FSPO are available at www.fspo.ie or by calling 01 567 7000. A full copy of our complaint's procedure is available on request.

Consumer Protection

Codes of Conduct

framework financial 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

framework financial also holds Professional Indemnity insurance as required under the European Insurance (Insurance Distribution) Regulations 2018 and by the Central Bank of Ireland.

Compensation Scheme

framework financial is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998. The legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms covered by the 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 reasonable foreseeable opportunity of the firm being able to do so. However, you should also be aware that a right to compensation would only arise: 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 where the client falls within the definition of eligible investor as contained in the Act and to the extent that the client's loss is recognised for the purposes of the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognized as being eligible for compensation, or €20,000. For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.

We are also members of the Brokers Ireland Clients' Compensation Fund and Membership Benefits Scheme. 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.

Client Premiums

framework financial will not accept any premium payments in cash, cheque or bankers draft payable to our firm. We will accept client cheques payable to insurers for onward transmission.

framework financial will issue receipts for each payment received pursuant to Section 30 of the Investment Intermediaries Act 1995 or under section 3.5 of the Consumer Protection Code. These should be retained in a safe place.

Data Protection & Privacy

framework financial 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 and paper files for the purpose of arranging transactions on your behalf. Your data will be passed to the relevant product producers with whom **framework financial** 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, which is available at the rear of this document and on our website <https://www.frameworkfinancial.ie/>, and our 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 may 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.

We would like to contact you by way of letter, email, text or telephone call. 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 info@fwf.ie if you have any queries about your personal data.

Terms of Business & Fee Agreement

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of **framework financial** and that I/we have read through and understand these terms.

I/We acknowledge that I/we have read through and understand the terms outlined in respect of engaging **framework financial** on a fee basis and agree to pay in full any fee / expenses incurred on my/our behalf in respect of the services provided by framework financial.

Signed: _____

Date: / /

Signed: _____

Date: / /

Direct Marketing & Privacy Policy

I/We confirm having read the section in relation to Data Protection & Privacy in the Terms of Business, and consent to **framework financial** contacting me by letter, phone, email or SMS text in relation to the range of services provided by framework financial or its associated or partnership companies and to the sharing of relevant information as indicated.

Post Email Telephone Text Message Contact: All Methods

I / We Agree

In the case of clients being married/in a relationship please confirm if you consent to either parties phoning to seek information on policies held jointly or separately.

I / We Agree

Signed: _____

Date: / /

Signed: _____

Date: / /

We may be required to pass on your details to a Life Assurance / Investment Company where product placement forms part of our service to you, so that they can contact you with details of the products / services they offer or that may have been placed on your behalf. If you consent to us passing on your details for this purpose please tick to confirm.

Post Email Telephone Text Message Contact All Methods

I / We Agree

Signed: _____

Date: / /

Signed: _____

Date: / /

These Terms of Business will remain in force and will apply to any business service provided to you now or at a future date. If there are any material changes in the Terms of Business or our fee structure, we will advise you in writing in advance.

Privacy Notice/Statement

Introduction

framework financial 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.

It is the intention of this privacy statement to explain to you the information practices of **framework financial** in relation to the information we collect about you.

For the purposes of the GDPR the data controller is:

- **framework financial**
- Contact details of 01 8829938
- When we refer to 'we' it is the full team at **framework financial**

Please read this Statement carefully as this sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

Who are we?

framework financial is a financial planning and advisory firm regulated by the Central Bank of Ireland. We are a member of Brokers Ireland. The firm does not have a shareholding in any insurer and likewise no insurer has a shareholding in this firm. **framework financial** provides life assurance, pensions & investments on a fair analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available within 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 also provide Lifestyle Financial Planning, which allows you to understand what needs to be in place to maintain the lifestyle you desire.

Our GDPR Owner and data protection representatives can be contacted directly here:

- framework financial, Unit Ab1 Centrepont House, Rosemount Business Park, Ballycoolin, D11 R6WV
- info@fwf.ie
- Ph: 01 8829938

Purpose for processing your data

- We use personal data to provide business services, to meet any legal and regulatory obligations, and for legitimate business reasons; to provide advice, arrange transactions, set up plans and service our customers with advice on claims and encashments.
- We pass personal data to the product producers with whom we hold an agency appointment for the purpose of arranging those transactions and setting up plans.
- If we receive personal information about someone else, we must ensure we have their permission and make them aware of our Data Privacy Notice.

Why we are processing your data?

Our legal basis.

In order for us to provide you with any of our range of service, **framework financial** needs to collect personal data to assess an individual's needs, give advice and provide our services. Our (lawful) reason for processing your data under the GDPR is:

- To provide the service(s) we have contracted to provide to you;
- To comply with a legal or regulatory obligation such as the requirement to carry out anti-money laundering customer due diligence;
- To protect our legitimate interest

In any event, **framework financial** are committed to ensuring that the information we collect and use is appropriate for this purpose, and does not constitute an invasion of your privacy.

How will framework financial use the personal data it collects about me?

framework financial will process (collect, store and use) the information you provide in a manner compatible with the EU's General Data Protection Regulation (GDPR). We will endeavour to keep your information accurate and up to date, and not keep it for longer than is necessary.

Special Categories of personal data

If we collect any special categories of personal data (e.g. health, religious beliefs, racial, ethnic origin – financial information is not classified as special categories of personal data) – we will ensure we will obtain your explicit consent

Who are we sharing your data with?

We will keep your personal data confidential but may pass it on to third-party services contracted to

framework financial in the course of dealing with you. Any third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfil the service they provide on our or your behalf.

We may also share your data with regulatory and other governmental bodies where required by or under any enactment or rule of law or court order, including, but not limited to, the Revenue Commissioners, An Garda Síochána, the Companies Registration Office, the Financial Services & Pensions Ombudsman or the Central Bank of Ireland.

If we transfer personal data to a third party or outside the EEA, we, as the data controller, will ensure the recipient (processor or another controller) has provided the appropriate safeguards and on condition that enforceable data subject rights and effective legal remedies for you the data subject are available. We do not currently transfer personal data outside of the EEA.

framework financials website may collect certain information from your visit, including the date and time of your access, the pages you have accessed, the name of the Internet Service Provider and the Internet Protocol (IP) address by which you are accessing the Internet, and the Internet address from which you linked to our site, if applicable. We use this information to better understand how our website is being used so that we can improve its performance.

We may pass your personal data on to third-party service providers contracted to **framework financial** in the course of dealing with you. Any third parties that we may share your data with are obliged to keep your details securely and to use them only to fulfil the service they provide on your behalf. When they no longer need your data to fulfil this service, they will dispose of the details in line with their procedures.

If we wish to pass your sensitive personal data on to a third party we will only do so once we have obtained your explicit consent, unless we are legally required to do otherwise.

The third parties that we pass your personal data to are:

- A full list of insurers and product producers with which we deal is available on request
- Your solicitor, accountant, auditor at your request

If we transfer personal data to a third party or outside the EU we as the data controller will ensure the recipient (processor or another controller) has provided the appropriate safeguards and on condition that enforceable data subject rights and effective legal remedies for you the data subject are available.

Data Subjects Rights:

framework financial facilitate you, our clients, rights in line with our data protection policy and the subject access request procedure. This is available on request.

Your rights as a data subject

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- **Right of access** – you have the right to request a copy of the information that we hold about you.
- **Right of rectification** – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- **Right to be forgotten** – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- **Right to restriction of processing** – where certain conditions apply to have a right to restrict the processing.
- **Right of portability** – you have the right to have the data we hold about you transferred to another organisation.
- **Right to object** – you have the right to object to certain types of processing such as direct marketing.
- **Right to object to automated processing, including profiling** – you also have the right to be subject to the legal effects of automated processing or profiling.
- **Right to judicial review:** in the event that **framework financial** refuses your request under rights of access, we will provide you with a reason as to why.

All of the above requests will be forwarded on should there be a third party involved as we have indicated in the processing of your personal data.

Additional information we are providing you with, to ensure we are transparent and fair with our processing

Retention of your personal data

Data will not be held for longer than is necessary for the purpose(s) for which they were obtained.

Our default retention period, in line with regulations and statutory requirements, is currently 6 years following the cessation of a client relationship.

Personal data will be disposed of securely.

Complaints

In the event that you wish to make a complaint about how your personal data is being processed by **framework financial** or how your complaint has been handled, you have the right to lodge a complaint directly with the supervisory authority and **framework financial's** data protection representatives (GDPR Owner)

You also have the right to complain to the Office of the Data Protection Commissioner at:

Data Protection Commission
21 Fitzwilliam Square South,
Dublin 2.
D02RD28
Web: www.dataprotection.ie
Email: info@dataprotection.ie

Failure to provide further information

If we are collecting your data for a contract and you cannot provide this data the consequences of this could mean the contract cannot be completed or details are incorrect.

Profiling

We use the following profiling in our business

- a) Risk profiling
- b) Establishing affordability and providing quotations for financial services

- a) Risk Profiling

To establish a customer's attitude to investment risk (relates to pensions and investments) advisors have automated calculators which calculate the customer's attitude to various levels of risk having answered a series of questions.

- b) Establishing affordability and providing quotations for financial services / products.

To establish a customer's needs / wish for protection and / or investment along with the cost of the products involved and the clients' ability to afford these products.

Additional Processing

If we intend to further process your personal data for a purpose other than for which the data was collected, we will provide this information prior to processing this data.

Contact Us

Your privacy is important to us. If you have any comments or questions regarding this statement, please contact us on 01 8829938 or email us at info@fwf.ie

Privacy policy statement changes

framework financial may change this privacy policy from time to time. When such a change is made, we will post a revised version online. Changes will be effective from the point at which they are posted. It is your responsibility to review this privacy policy periodically so you're aware of any changes. By using our services, you agree to this privacy policy.

This privacy policy was last reviewed in April 2024