



**PERSONAL RETIREMENT SAVING ACCOUNT
(PRSA)
TERMS AND CONDITIONS**

Effective Date 01 April 2024

Please retain this booklet for your reference and records.

PERSONAL RETIREMENT SAVING ACCOUNT (PRSA) TERMS AND CONDITIONS

1. General conditions

This document is issued for your protection. These Terms and Conditions ("Terms") apply to the PRSA service only. You will also be bound by the Terms and Conditions (the "Terms of business") applying to our service generally which have also been provided to you in your account opening pack. You should read and consider those Terms of business carefully. If you are uncertain of the effect of any of these Terms and Conditions, we recommend you seek independent legal or tax advice. In the event of conflict between these PRSA Terms and Cantor's Terms of business, these PRSA Terms will prevail.

The Terms shall apply to all new and existing clients of Cantor Fitzgerald Ireland Ltd ("Cantor") from the Effective Date. For existing clients, the Terms shall supersede all previous agreements entered into between you and us.

It is important that you read these terms and conditions carefully and in full, as they set out the terms on which Cantor will act for you.

Regulatory status

Cantor's registered office is Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2. Cantor Fitzgerald Ireland Ltd is a Member Firm of the Irish Stock Exchange ("ISE") and the London Stock Exchange ("LSE").

Cantor is authorised by the Central Bank of Ireland ("the CBI"), P.O. Box 559, Dublin 1. Contact details for the CBI: Tel: +353 1 224 6000, Fax: +353 (0)1 224 5550. In addition, the CBI has the following public helpline: : 0818 681 681 or + 353 (0) 1 224 5800 and may also be contacted via the following email address: enquiries@centralbank.ie.

Contact details

Cantor has business offices at the following locations:

Dublin: Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2

Tel: +353 1 633 3800.

Cork: 45 South Mall, Cork. Tel: +353 21 422 2122.

Limerick: Theatre Court, Lower Mallow Street, Limerick. Tel: +353 61 436 500.

You may contact Cantor on any of the above numbers or through our Client Services team on +353 1 633 3888 (fax: +353 1 633 3856/633 3857). Alternatively, you may email any query to Cantor at ireland@cantor.com.

Please see our Privacy Notice on our website at www.cantorfitzgerald.ie for information in relation to how we collect personal information about you, how we use it and how you can interact with us about it. Please note that this may change from time to time.

We will communicate with you in English.

You must ensure that Cantor can communicate with you when deemed necessary by Cantor. It is your responsibility to provide Cantor with the most up to date contact information and to provide Cantor with a valid current correspondence address at all times.

The provision by you of an e-mail address for the purposes of carrying on business with us acknowledges that we may communicate with you by means of electronic communications.

US persons

An account cannot be opened for you if you are a US person as we are not in a position to comply with the related US reporting requirements. For this purpose a US person is a citizen or a resident of the US, a partnership or corporation created or organised in the US or under the laws of the US or of any US State, and any estate or trust as defined by the US Internal Revenue Code. Any person holding a US passport regardless of country of residence is considered a US person.

You must satisfy yourself that you do not fall within this category of US person and in the event that an account is opened and you become aware that you do fall within this

category you must notify Cantor immediately so that the account can be closed.

Cantor will not be liable in respect of any US reporting requirements which were not fulfilled during the period the account was open.

2. About PRSAs

Personal Retirement Savings Accounts (PRSAs) are easy-access private pension savings accounts. They are designed to provide a flexible way to save for retirement, to be owned by individuals, (regardless of employment status) and to be transferable from one place of employment to another.

A PRSA is a personal pension plan that you take out with an authorised PRSA provider. It is an investment account that you use to save for your retirement.

3. Who regulates PRSAs?

Your PRSA contract with us is governed by Irish law, namely the Pensions Act, 1990 (as amended) (the Pensions Act), and section 787K & 787L of the Taxes Consolidation Act 1997 (as amended) (the TCA) and it is subject to the terms of joint approval of the Pensions Authority and the Revenue Commissioners (the Revenue).

PRSA products must be approved by the Revenue for the purposes of tax relief. The Pensions Authority supervises the activities of providers in relation to their approved products and monitors compliance with PRSA legislation. The Central Bank is responsible for the prudential supervision of PRSA providers and the supervision of the sales process of approved PRSA products.

4. Contributions and Transfers

Your first contribution is due on the date you choose to start contributing to your PRSA. Your contribution will be invested on expiry of the cooling-off period. Cantor reserves the right to invest contributions immediately.

Contributions can be made at any time with no minimum or maximum contribution level requirements.

Regular Contributions can be made to your Cantor PRSA either monthly, quarterly, half yearly or annually.

You can change both the level and frequency of the contribution at any time. You can stop your contributions at any time without being charged or penalised for doing so. However, this will reduce the pension benefits you may expect at retirement.

Once-off contributions can be made to your Cantor PRSA at any time and can be done by cheque or by electronic fund transfer.

Refund of contributions outside the cooling off period can only be made where you have not paid contributions for two years or more and the value of your PRSA fund is €650 or less. In this instance Cantor, the PRSA Provider can terminate your PRSA and give you a refund of the value of your account. Cantor will provide three months written notice before terminating your PRSA.

Income tax

Income-tax relief is available on the contributions that you make to a PRSA, although this relief is not automatically guaranteed. Relief against Pay Related Social Insurance (PRSI) and the Universal Social Charge (USC) is not available. If your contributions are deducted directly from your salary, you obtain tax relief immediately. Otherwise you need to apply to claim the relief through the Revenue.

Finance Act 2022 removed the Benefit in Kind charge on employer contributions to a PRSA. With effect from 1 January 2023, personal tax relief limits apply only to personal (employee) or AVC contributions and are no longer reduced by the level of employer contributions to your PRSA. The legislation does not place any upper limit on an employer contribution to a PRSA.

Relevant earnings are considered to be any remuneration from an office or employment or income from a trade or profession chargeable to tax. Net relevant earnings are relevant earnings less losses, capital allowances, and certain payments that reduce your income for tax purposes, such as tax-effective covenants (see table below).

Age	Maximum Contribution Allowable as a % of Net Relevant Earnings
<u>Up to 30 years</u>	<u>15%</u>
<u>30-40 years</u>	<u>20%</u>
<u>40-50 years</u>	<u>25%</u>
<u>50-55 years</u>	<u>30%</u>
<u>55-60 years</u>	<u>35%</u>
<u>60 years plus</u>	<u>40%</u>

For the purposes of calculating the maximum tax relief, annual net relevant earnings are limited to €115,000.

Where the PRSA is in respect of an Additional Voluntary Contribution (AVC PRSA), the relevant limit set out in the table above applies to the combined total of contributions to the AVC PRSA and any other contributions you make to your occupational or statutory scheme. Contributions must be within the maximum funding limits set down by the Revenue in order to qualify for full relief.

Transfers into your PRSA

Transfers into your PRSA contract will be permitted to the extent allowed by section 787L of the TCA. The terms of your PRSA contract will be subject to alteration as a result of any changes in legislation.

In certain circumstances, a transfer may be made from an occupational pension scheme to a PRSA provided the scheme is being wound up or the individual is changing employment. It is important that you talk to an independent financial advisor before transferring from an employer sponsored arrangement to a PRSA. In certain situations Cantor cannot invest the proceeds unless provided with a Certificate of (Benefits) Comparison setting out a comparison of the benefits accruing from the Cantor PRSA and the Occupational Pension Scheme, as well as a written statement of the reasons why such a transfer is or is not in your interest. The value of AVC contributions may be transferred to a PRSA at any time.

Transfers may be made from one PRSA to another. Transfers may be made from a Retirement Annuity Contract (RAC) to a PRSA. No charges will be imposed for transfers into your PRSA.

Only bona fide transfers are acceptable. The use of certain transfer arrangements relating to PRSAs, to circumvent the Revenue rules on the tax treatment of retirement benefits are not permissible.

Transfers out of your PRSA

Transfers out of your PRSA contract will be permitted to the extent allowed by section 787L of the Act. The terms of your PRSA contract will be subject to alteration as a result of any changes in legislation.

Alternatively, if you wish to transfer the accumulated value of your Cantor PRSA from Cantor to another pension arrangement we can make a transfer to:

- Another PRSA;
- A company pension plan; or
- Approved pension arrangements from outside the State.

It is important to note that no charges will be imposed for transfers out of your PRSA.

Only bona fide transfers are acceptable. The use of certain transfer arrangements relating to PRSA's to circumvent the Revenue rules on the tax treatment of retirement benefits are not permissible.

5. In the event of your death

In the event of your death as PRSA Holder, the PRSA shall form part of your estate. Cantor shall on the sight of a Grant of Representation transfer to the PRSA Holder's legal personal representative (or such other person or persons nominated by the said legal personal representative) the assets remaining in the PRSA net of any taxes, levies, management fees or any other debts that are owed in relation to the PRSA or that are otherwise required to be deducted by Cantor.

Alternatively, if you die after taking your benefits, then the benefits payable will depend on your chosen retirement option. Where you hold a "Vested PRSA", the assets in the PRSA at the time of death will be treated in the same way as assets held in an Approved Retirement Fund (ARF)*

*Transfers to an ARF in the name of the contributor's spouse will only pay income tax on subsequent income withdrawals (Distributions) from the ARF and will be exempt from Inheritance Tax.

Transfers to a child under 21, will not be charged income tax, but may be subject to Inheritance Tax.

Transfers to a child over 21 will be charged income tax at 30%, but will be exempt from Inheritance Tax.

If an individual other than the aforementioned individuals inherits the ARF (including the transfer of the ARF funds directly to the spouse/registered Civil Partner without going to an ARF structure) income tax is payable. It is treated as income of the deceased in the year of death. By default the Qualifying Fund Manager deducts the higher rate income tax at source under PAYE and Inheritance Tax may also be payable (except in the case of a spouse).

Cantor is not offering any tax advice in respect of this PRSA and the tax treatment of PRSA assets is subject to change by the Revenue Commissioners.

6. Investments

Specialist Investment Strategy

The Cantor PRSA enables individuals to control and manage their pensions through a comprehensive range of investment services including, Advisory, Discretionary Managed and Execution Only.

Default Investment Strategy

As required by the Pensions Act, we provide a Default Investment Strategy (DIS), which is the investment strategy to be used unless you specify otherwise. The DIS aims to fulfil the reasonable expectations of a typical contributor for the purposes of making savings for retirement.

The DIS will be reviewed at least every 5 years and may be changed as a result. The decisions around the appropriate levels of investment are left to the discretion of the Investment Manager, Cantor. These decisions will be made within the guidelines for the DIS under the Pensions Act which will be signed off by the Cantor PRSA actuary and reviewed at least every 5 years by the said actuary.

The current DIS is aimed at contributors who are aiming to take 25% of their fund as a lump sum and invest the remainder in an equity / bond based ARF at their chosen normal retirement age.

7. Retirement Benefits

You can normally take a benefit from a PRSA when aged between 60 and before turning 75. However, in certain circumstances an earlier retirement date may be selected such as on retirement from employment at age 50 or over, or at any time in the event of serious ill-health.

A PRSA contract shall provide for the payment of the PRSA assets to the contributor as they become due, whether in the State or in any other Member State, net of any taxes and transaction charges which may be applicable.

Lump sum:

For Non AVC PRSAs: up to 25% of your PRSA fund may be taken as a tax-free lump sum. The maximum level of a pension lump sum that can be paid tax-free is €200,000. This limit is a lifetime limit. Any excess over this limit up to €500,000 (25% of the current Standard Fund Threshold) is taxable at the standard rate of income tax. Any amount over €500,000 will be subject to marginal rates of tax, including PRSI and the USC.

For AVC PRSAs: The maximum tax-free lump sum which can be taken from an AVC PRSA is subject to the general PRSA limits (set out above), to the limits applicable to your occupational or statutory scheme and to the limits set down by the Revenue.

With the balance of your PRSA fund after the deduction of any tax-free lump sum, you have the following four options:

1. Use it to buy a pension;
2. Leave your PRSA in force;
3. Transfer it to an Approved Retirement Fund (ARF); or
4. Take it as a taxable lump sum.

Option 1. Purchase a pension:

You may use your fund to purchase a pension for the rest of your life after retirement with a life assurance company. You may also purchase a pension for your spouse which would begin on your death.

Any annuity payable must not be capable of surrender, commutation or assignment and any annuity must be a life annuity.

Income from a pension is liable to income tax under the PAYE system.

Option 2. Leave your PRSA in force:

You may decide to leave your PRSA in force where you can make taxable withdrawals from the balance after the tax-free lump sum.

Although benefits must be taken from the PRSA prior to turning 75, from January 2024 you may take income from the Vested PRSA in the years following turning 75, as there is no longer a requirement to transfer to an Approved Retirement Fund.

Option 3. ARF

You may decide to invest the balance in an ARF rather than purchasing an annuity or retaining money in your PRSA. Taxable withdrawals can be made from an ARF.

Option 4. Taxable Lump Sum

You can take the balance of your fund as a cash sum (subject to income tax at the marginal rate of tax, PRSI and the USC).

Taxation of ARFs and Vested PRSAs

ARFs and Vested PRSAs are subject to an imputed distribution regime. Under this regime, an annual payment or distribution based on a percentage of the value of the fund's assets is deemed to be made to the ARF or PRSA holder (whether this payment is made or not) and this deemed distribution is subject to income tax.

ARFs and Vested PRSAs with assets valued less than €2 million (on 30th November each year) are liable to a 4% deemed distribution for clients aged 61 to 70 and 5% for clients aged 71 and over. A deemed distribution rate of 6% will apply in the case of ARFs and Vested PRSAs with assets in excess of €2 million rather than just on the excess over €2 million. Where an individual owns more than one ARF or Vested PRSA, the 6% rate applies to the combined asset value exceeds €2 million.

Actual distributions made during the year may be deducted from the deemed distribution to arrive at the net deemed amount (if any) to be regarded as a distribution.

8. Charges

Contribution Charges:

There will be no contribution charge at any time. All transfers in will get an allocation of 100%. No bid/offer spread or bonus allocations apply.

Annual Management Charge:

The management charge percentage is specified in Cantor published commission rate card, which is available on [Fees and Charges - Cantor Fitzgerald](#)

Other charges

Transaction charges and certain third party dealing costs which are directly incurred as a result of investments made and account management are also payable by your

fund. These will be in accordance with our published fee card.

9. Complaints

If you have a complaint you should notify our Head of Compliance in the first instance and we will deal with your complaint promptly. Please address your correspondence to the Head of Compliance, Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2.

Where you make a complaint, we will endeavor to resolve your complaint as quickly as possible but, in any event, we will acknowledge receipt of your letter within 5 business days. The acknowledgement sent will include a full copy of our internal complaints handling procedure depending on the nature of the complaint. Upon resolution of your complaint we will send you a final response letter, which sets out the nature of our response of any proposed resolution, and any appropriate remedy. If for any reason you are not satisfied with our final response please note that you may be entitled to refer your complaint to the Pensions Authority, Financial Services and Pensions Ombudsman, depending on the nature of your complaint.

The Pensions Authority

If you are unable to resolve an issue concerning the operation of your Cantor PRSA with Cantor, you should contact The Pensions Authority, which can assist you in resolving the complaint.

The Pensions Authority

Verschoyle House

28-30 Lower Mount Street

Dublin 2

D02 KX27

The Financial Services and Pensions Ombudsman

Having followed Cantor's internal complaints procedure and you are still not satisfied, the Financial Services and Pensions Ombudsman may be able to help you.

The Financial Services and Pensions Ombudsman can investigate and determine:

- a complaint made by or on behalf of an 'actual or potential beneficiary' of a PRSA who alleges that he/she has made a financial loss because of action taken by or

on behalf of 'a person responsible for the management of a PRSA'

- Any dispute of fact or law that arises concerning action taken by or on behalf of a person responsible for the management of a PRSA.

The Financial Services and Pensions Ombudsman

4th Floor, Lincoln House

Lincoln place

Dublin 2

D02 VH29

Cantor's complaints policy is available on our website, www.cantorfitzgerald.ie

10. Data Protection

In Ireland, Cantor is registered as a Data Controller with the Office of the Data Protection Commissioner.

Please see Cantor's Privacy Notice on our website at www.cantorfitzgerald.ie for information in relation to how we collect personal information about you, how we use it and how you can interact with us about it. Please note that this may change from time to time.

Cantor may store, use or otherwise process personal information about you which is provided by you. The purposes for which Cantor can store, use or process such personal information are providing the services under these Terms and other purposes closely related to those activities. This includes (but is not limited to) using information for the purposes of credit and anti-money laundering enquiries or assessments. In Ireland, Cantor has made all the appropriate notifications in accordance with applicable data protection legislation.

Any information that Cantor holds about you is confidential to you and will only be used in connection with providing services under these Terms (as set out in more detail in Cantor's published privacy notice). Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Cantor will only disclose your information to third parties in the following circumstances:

- (a) if required by law or if requested by any regulatory authority or exchange having control or jurisdiction over you, us or any associate of us;

- (b) to investigate or to prevent fraud, market abuse or other illegal activity;

- (c) in connection with the provision or services to you by us;

- (d) in connection with the provision of payroll services to an external provider;

- (e) for purposes closely related to the provision of the services or the administration of your account including without limitation for the purposes of credit enquiries or assessments;

- (f) if it is in public interest to disclose such information; or

- (g) at your request or with your consent.

The restrictions on the use of confidential information described above are subject at all times to a general provision that Cantor may disclose your information to certain permitted third parties including members of their own respective groups (associates) and their respective professional advisors (including accountants and lawyers) who are subject to confidentiality codes.

Cantor will not sell, rent or trade your personal information to any third party for marketing purposes unless you give express consent.

You should note that by signing or otherwise accepting these Terms, you agree that Cantor are allowed to send your information internationally including to countries outside the EEA such as the United States of America. Some countries where your information is sent will offer different levels of protection in relation to personal information, not all of which will be as high as Ireland. However, Cantor will always take steps to ensure that your information is used by third parties only in accordance with Cantor's privacy policy.

You are entitled to a copy of any information Cantor holds about you (for which we may charge an administration fee where permitted by law). To request such information you should direct your request in writing to Cantor at PrivacyIreland@cantor.com or to the Head of Compliance, Cantor Fitzgerald Ireland, Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2. You should let us know if you think any information Cantor holds about you is inaccurate and we will correct it.

You may have other rights in relation to your personal data which apply in certain circumstances and which are described in more detail in our Privacy Notice. You may exercise any of your data protection rights by writing to us using the abovementioned contact details. We are entitled to take any reasonable steps necessary to

establish your identity in relation to any amendment, access or deletion requests and may, at our discretion, require proof of identity or other documents from you before proceeding with any such request.

By agreeing to these Terms you acknowledge the processing of your information in accordance with this Clause 9.

11. Conflicts of Interest

For full information on conflicts of interest, please refer to our Conflicts of Interest Policy Summary, which is on the Cantor website at www.cantorfitzgerald.ie.

Amendments to Cantor's Conflicts of Interest Policy Summary will be made on the Cantor website. You acknowledge and deal with Cantor on the basis that when we are dealing with you, we, an associated company or some other person connected with us, may have an interest, relationship or arrangement that is relevant to that investment, transaction or service. We have arrangements in place to identify any conflicts of interest that may arise. Notwithstanding this, potential conflicts of interest may arise in the course of Cantor providing services to you, and in accordance with our Conflicts of Interest Policy, we will take all reasonable steps designed to prevent or manage such conflicts from adversely affecting your interests.

You acknowledge that neither Cantor, nor any of its associates are required to disclose or account to you for any profit made as a result of acting in any manner described above.

12. Provision of Information

Each client will receive:

1. This Terms and Conditions document;
2. Cantor Fitzgerald General Terms of business;
3. Preliminary Disclosure Certificate (PDC);
4. Statement of Reasonable Projection (SRP) at the out-set and annually thereafter;
5. PRSA Certificate(s);
6. Six month transaction Statement of Account;
7. Six month Investment Report

Certain information will be made available to you via our website www.cantorfitzgerald.ie and by agreeing to these Terms you consent to the provision of information by means of Cantor's website.

Information contained within Cantor's website www.cantorfitzgerald.ie is provided in accordance with and subject to the laws of the Republic of Ireland. Those laws govern the conduct and operation of Cantor's website. The courts of the Republic of Ireland have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with our website, the information contained within and its use.

Cantor's website is not intended for distribution to, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. None of the services or investments referred to in these Terms are available to persons resident in any country where the provisions of such services or investments would be contrary to local law or regulation.

The information provided in Cantor's website is subject to change without notice and is continuously updated. Cantor reserves the right in its sole discretion to cancel, terminate, or suspend its website, or any information contained within, at any time and without prior notice.

Cantor's website may provide hypertext links to sites which are not operated, controlled or maintained by Cantor. We do not accept responsibility for the content of

13. Amendment of these Terms

If Cantor is obliged to change the Terms and Conditions of your Cantor PRSA because of a change in pension or tax law we will advise you of the impact of the changes to you. We will do as soon as is practicable and with as much advance notice as is possible.

Cantor gives you at least two months' notice of any proposal to increase the charges on your PRSA. Cantor will also provide you with an updated Statement of Reasonable Projection (SRP) outlining these charges within seven days of the charges coming into effect.

14. General Conditions

1. You or your financial adviser must provide us with any information or evidence that we may require relating to the administration of your Cantor PRSA.

2. Every PRSA contract has a cooling off period of 30 days from the receipt of your first SRP and Terms and Conditions. You are legally entitled to cancel your PRSA during this period by returning a signed cancellation request to us within 30 days of receipt thereof. When we receive the cancellation request we will refund all of the contributions that you have paid. Where amounts have been transferred in from other pension providers we will return those funds to them. We will not deduct any charges from the value of your investment if you cancel within the cooling off period. When Cantor returns your contributions our liability ends.

3. In the unlikely event that the approval of your PRSA is withdrawn by the Pensions Authority and the Revenue we will inform you immediately in writing of the fact and Cantor will make immediate arrangements to transfer your PRSA assets to another provider.

4. If you wish to appoint a financial adviser and you wish him/her to effect changes to your investment, we require your written authorisation. Orders may, at our absolute discretion, be accepted by email, post or fax. Where you send any instruction by e-mail, post or fax however, you should confirm our receipt of these instructions by telephone. Cantor may, but shall not be obliged to, act upon instructions received by email, post or fax where this is not followed up by a confirmation telephone call initiated by you.

5. A PRSA contract must comply with the provisions of Part X of the Pensions Act and Part 30, Chapter 2A of the TCA.

6. Cantor will provide you with a Statement of Account at 6 monthly intervals. This will outline the contributions that have been made by you into your Cantor PRSA since inception and also since the last

statement. In addition, this will detail the current value of your Cantor PRSA.

7. Cantor will provide you with a SRP at inception and at 12 monthly intervals or within 7 days of a request or within 7 days of a change to the number and/or amount of charges. These will show both the projected value of your benefits and the present value of those benefits based on the accumulated value of contributions to date and continuation of the current contribution levels up to retirement age. The accuracy or otherwise of your SRP depends on the information, including the date of birth, supplied to us when you commenced your PRSA with us. Cantor is not liable for any incorrect projections due to inaccurate information supplied by you.

8. Contributions and benefits are payable in Euros.

9. The terms of business provided by us to you shall apply to your PRSA except to the extent that any terms of the terms of business are inconsistent with any legislation or regulation relating to your PRSA. Should any inconsistency arise between these Terms and Conditions and the Terms of business in relation to your PRSA, these Terms and Conditions shall prevail.

15. Governing Law

These Terms will be governed by the laws of the Republic of Ireland and all parties will submit to the non-exclusive jurisdiction of the courts of Ireland.

The information contained in these Terms and Conditions is based upon Irish tax and pension's law currently in force.



DUBLIN: 23 St. Stephen's Green, Dublin 2, Ireland. Tel: +353 1 633 3800. Fax: +353 1 633 3856/+353 1 633 3857

CORK: 45 South Mall, Cork. Tel: +353 21 422 2122.

LIMERICK: Theatre Court, Lower Mallow Street, Limerick. Tel: +353 61 436 500.

email: ireland@cantor.com **web:** www.cantorfitzgerald.ie

Cantor Fitzgerald Ireland Ltd is regulated by the Central Bank of Ireland. Cantor Fitzgerald Ireland Ltd is a member firm of the Irish Stock Exchange and the London Stock Exchange.

Sustainability Preferences

What is Sustainability?

In 1987, the United Nations defined sustainability as “meeting the needs of the present without compromising the ability of future generations to meet their own needs. Sustainability is about the prudent use of resources, with a view to long-term priorities and consequences of the ways in which resources are used.

A sustainable business seeks to resolve or mitigate environmental, social and economic challenges through the strategic allocation and management of corporate resources. In recent years, a concerted effort by authorities and regulators have resulted in significant progress for how companies can measure their progress in becoming more sustainable business.

What are the Sustainable Development Goals (SDGs)?

The SDGs are a collection of 17 interlinked global goals agreed as an international framework of reference that addresses the most pressing challenges of sustainable development. The SDGs were agreed in 2015 by the United Nations General Assembly and are intended to be achieved by the year 2030. The SDGs are useful guidance to understanding the interconnected challenges of sustainable development and the urgency behind each goal. Investors may use the SDGs as a framework of reference for areas of impact when it comes to addressing sustainability in their portfolios.



What are Sustainability Preferences?

Recent changes to the Market in Financial Instruments Directive (MiFID II) now require investment advisors and investment managers to ask investors whether they would like to see aspects of sustainability reflected in their investment decisions. This is known as the collection of sustainability preferences and has become part of the regular suitability assessment process.

Clients have varied attitudes to many different aspects of their investment decision such as liquidity, return, safety and risk. Sustainability preferences is a further layer in this process that allows us to determine the investment decisions that are most suitable for the client in relation to their attitude to sustainability.

What is the Suitability Assessment?

The assessment of suitability is a core investor protection measure under MiFID II. Correctly assessing client suitability ensures clients are only invested in products and services that are suitable for their own needs and objectives.

The goal of suitability rules is to ensure clients best interests are at the forefront of investment decisions. The assessment of suitability is applicable to both advisory and discretionary clients.

Suitability rules require investment firms to gather relevant information from clients in relation to:

- a) investment objectives, including risk tolerance
- b) financial circumstances including ability to bear loss
- c) knowledge and experience
- d) investment time horizon
- e) personal circumstances
- f) sustainability preferences

Collection of this information enables the Firm to complete a suitability assessment and (in the case of advice) provide suitable personal recommendations to clients or (in the case of discretionary clients) to make suitable investment decisions on behalf of the client(s).

In relation to sustainability preferences, clients must be asked the following:

- Whether the client has sustainability preferences (yes/no)
- The minimum proportion which the client wishes to invest in environmentally sustainable investments and sustainable investments
- The Principal Adverse Impacts which the client wishes to be considered.

CFIL will request information to assess a client’s sustainability preferences to enable it to match the client with suitable products. Terms and concepts used when referring to environmental, social and governance aspects will be explained to clients. This will include an explanation of the differences between products with and without sustainability features in a clear manner, avoiding technical language.

This regulation came into force in August 2022. Questions relating to sustainability are required as part of the suitability assessment and must be asked to every new client of the firm and every existing client where a suitability review is taking place.

Sustainability preferences are grouped in three major themes:

1. Environmentally Sustainable Investments (or “Taxonomy-aligned”)

These are investments in economic activities that make a significant contribution to an environmental objective based on technical screening criteria. There are six environmental objectives:

- Climate change mitigation
- Climate change adaptation
- Sustainable use and protection of water and marine resources
- The circular economy
- Pollution prevention and control
- Protection and restoration of biodiversity and ecosystems.

The EU Taxonomy Regulation (TR) sets out robust, science-based technical screening criteria that activities need to comply with to be considered as “green” while ensuring such activities don’t negatively impact people and the planet.

Large companies are required to disclose to what extent their activities are associated with economic activities that qualify as environmentally sustainable. Given the role of the TR in how investments are defined as environmentally sustainable, this product category is also described as Taxonomy-aligned investments. To learn more about this topic, read [**more here.**](#)



2. Sustainable Investment

This is a more all-encompassing description of both environmentally and socially sustainable investments. The Sustainable Finance Disclosure Regulation (SFDR) is the regulatory regime governing the definition of sustainable investment (SI). For an investment to be classified as SI, it must (1) follow principles of good governance (e.g., having in place sound management structures, tax compliance, employee relations and so on), (2) its economic activity contributes to a social or environmental objective, whilst (3) ensuring such economic activity does not cause harm to people or the planet.

The SFDR also classifies investment products in terms of being Article 8 or 9 aligned, which describes the extent to which a product is committed to SI. Both types of products must follow principles of good governance, however, they have varying requirements when it comes to % alignment with sustainable investment, with Article 9 products required to have 100% of the investments aligned with SI criteria. Article 8, on the other hand, promote environmental and social characteristics and can set their own minimum % alignment with environmental and social characteristics.

When defining environmentally sustainable activities under the SFDR, there is overlapping with the definition provided by Taxonomy-aligned economic activities. Therefore, a Taxonomy-aligned activity can automatically be defined as sustainable investment.

Finally, an Article 6 designation refers to a product that does not have a sustainable investment as its objective nor promotes ecological or social characteristics.



3. Principle Adverse Impact (PAIs)

Principle Adverse Impact indicators are a collection of data points where investments can be screened to highlight their sustainability risks against one another. They cover environmental, social and governance metrics (ESG risks).

Investors interested in understanding the principal adverse impacts from their investment decisions can choose from a total of 64 PAI indicators and track their performance in their portfolios. PAI's can be either quantitative or qualitative elements.

Clients can also exclude from their investments specific economic activities on the basis of relevant PAIs. For example, specific economic activities that are linked to certain principal adverse impacts on sustainability factors, and are considered as significantly harmful, can be avoided from investment. Examples of PAIs include:

- Carbon emissions
- Fossil fuel sector activity
- Human rights violations
- Involvement in controversial weapons
- Activities negatively affecting biodiversity
- Rule of law
- Board gender diversity
- etc...



What is the Difference Between Products with and without Sustainability Features?

One of the key differences between products with sustainability features and without is that the former goes through examinations pertaining to the sustainability of a government / business in terms of ESG standards at the same time as the financial performance of such investment is taken into consideration. Products without sustainability features, on the other hand, only focus on the financial performance of such investments.

What Happens if I don't have Sustainability Preferences?

Once you inform us that you have no preferences for sustainability in your investment decisions, you will be considered *sustainability neutral*, meaning that you can be offered products with and without sustainability features.

What are the Challenges?

We acknowledge that investors looking for sustainable investment solutions face a variety of obstacles as well as possibilities. Company data to allow for a more efficient matching of products with client's sustainability preferences is still under development. This is mostly due to another relevant regulatory framework, the Corporate Sustainability Reporting Directive (CSRD), having a different timeline for implementation to the other regulatory regimes assisting in the integration of sustainability preferences in investment decisions. The CSRD timeline is being done through a phased approach, meaning that only large corporates are currently in scope for disclosure of sustainability data, with more companies falling in scope every year from 2025 to 2029. The reason behind such an approach was to give companies enough time to prepare these more extensive reporting requirements. The CSRD is also creating rigor around sustainability disclosure with such information becoming part of companies audited annual financial accounts.

The mismatch between timelines in companies' public disclosure of sustainability data may lead to a shortage of suitable products, as fund managers may lack relevant data to address a sustainability issue. For example, an area many investors may care about is biodiversity loss. However, the extent of the impact of companies' activities on biodiversity may require more disclosure than it is currently available to be better understood. In turn, an advisor may be unable to recommend a financial product to match a client's sustainability preferences.

What is Understood by "Minimum Proportion"?

During the collection of sustainability preferences, we ask for what "minimum proportion" you would like allocated to sustainable or taxonomy-aligned investments. This minimum proportion is collected as a specific percentage range, which is then used as guidance for the portfolio manager/advisor on what proportion of a client's portfolio should ideally be exposed to sustainable or taxonomy-aligned investments.

What Happens when no Product is Available to meet my Sustainability Preferences?

Your financial advisor/portfolio manager will inform you that, after searching for a suitable product that would meet not only your sustainability preferences, but other aspects of suitability (e.g., risk tolerance, liquidity, etc.), no product can be recommended at this time. The client can then be afforded the opportunity to adapt their sustainability preferences, and the advisor/portfolio manager will keep a record of the client's decision and reason for that decision.

Following this decision, the advisor/portfolio manager can then recommend an alternate product that would meet the client's other suitability objectives and assessment criteria. Under suitability rules, clients will be subject to a periodic review. This means clients will be contacted every two or three years, depending on their risk profile. During this review, all client's suitability criteria as mentioned above will be reviewed, including sustainability preferences.

At any time, if a client's circumstances or objectives change, you are encouraged to contact your portfolio manager to inform them of same. This will trigger a suitability review to ensure all information related to you is kept accurate and up to date. This ensures that any products or services you are invested in will continue to remain suitable to your needs.