

Trusted Contact Person

What is a Trusted Contact Person?

A Trusted Contact Person is someone that Davy can contact if we cannot communicate with or contact you. A Trusted Contact Person is also a point of contact if we are concerned about your health or well-being, or that you are the victim of financial abuse, such as fraud.

A Trusted Contact Person should be someone you trust, this could be a close family member or friend.

A Trusted Contact Person **cannot**:

- Access your accounts, complete payments, or make decisions for you,
- Give an instruction to transfer money, or take other actions on your behalf,
- Be your legal representative.

When can we contact a Trusted Contact Person?

Under the Consumer Protection Code, if you appoint a Trusted Contact Person, we can contact them if:

- We have a concern you could be the victim of financial abuse for example, fraud or misuse of your money,
- We need to confirm;
 - Your up-to-date contact information,
 - Your health status¹ or
 - (If this applies to you) the identity of anyone appointed to be your legal guardian, executor or trustee
- We are having difficulties communicating with you, for example, because you become ill or because the contact details we have for you are out of date.

If you wish to appoint someone to access or give instructions on your account, for example by giving someone power of attorney, we strongly recommend you get independent legal advice.

What information can we discuss with a Trusted Contact Person?

We can only share information about you with the Trusted Contact Person for purposes set out in the Consumer Protection Code (set out above).

If we contact a Trusted Contact Person, we may need to discuss confidential information about you with them. This could include information about your health¹ and other personal circumstances. If you did not appoint a Trusted Contact Person, data protection law would be likely to prevent us from discussing such matters with anyone but you (without your permission).

Under the Consumer Protection Code, you are a personal consumer if you are a natural person (a human and not, for example, a company) acting outside your business, trade, or profession.

The appointment of a Trusted Contact Person is only for clients who are personal consumers in the Republic of Ireland.

If you have any business accounts or products with us, we cannot use this form to contact a Trusted Contact Person about them.

¹ Information about your health would be a special category of sensitive personal data under data protection law.

Under the Consumer Protection Code, this form will not work if we become aware that you have an appointment for one of the following already in effect:

- A decision-making representative
- An attorney under an enduring power of attorney
- A decision-making assistant
- A co-decision maker

The person you propose as the Trusted Contact Person must consent to being your Trusted Contact Person by signing the form.

Before you and your Trusted Contact Person sign and return this form

Before you and your Trusted Contact Person sign this form, you should think about it carefully. Is nominating a Trusted Contact Person a good choice for you? If you feel you need independent advice, please contact your solicitor or financial adviser. We cannot offer you legal advice about nominating a Trusted Contact Person.

- You and your chosen Trusted Contact Person must complete & sign all sections of this form before we can process your request.
- Only you, 'the client' can change your contact details.

Terms & Conditions

Client's Confirmation & Consent

By signing this form, you:

- 4.1.1. Confirm that all the information given by you within this form is true, accurate and up to date and can be relied on by Davy.
- 4.1.2. Consent to us keeping and using your information for the purpose of contacting a Trusted Contact Person as allowed for under the Consumer Protection Code.
- 4.1.3. Consent to us contacting the Trusted Contact Person and discussing confidential information about you in any of the following circumstances:
 - a) we have a concern about possible financial abuse affecting you,
 - b) we need to confirm:
 - i) your contact information,
 - ii) your health status, or
 - iii) the identity of anyone appointed to be your legal guardian, executor or trustee.
 - c) we are having difficulties communicating with you, for example because of difficulties with your physical or mental health, because you are travelling or because we do not have up-to-date contact details for you.
- 4.1.4. Agree that:
 - a) either you or the Trusted Contact Person may notify us of a change to the Trusted Contact Person contact information provided,
 - b) only you can change your contact information,
 - c) If any of your contact information is changed the confirmations and consents in this form will continue to apply and we will not ask for a new form to be completed,
 - d) If the Trusted Contact Person's contact information is changed, we will not notify you or require a new form to be completed,
 - e) If the Trusted Contact Person no longer agrees to their appointment as your Trusted Contact Person, we will notify you of this.
- 4.1.5. Confirm that you understand that the Trusted Contact Person is not your legal representative and has no authority to give us any instruction on your behalf.
- 4.1.6. Confirm that you understand that we are not required to contact the Trusted Contact Person (we make no promise to do so), and we will contact them at our discretion.
- 4.1.7. Confirm that you do not have an appointment of one of the following already in effect:
 - a) A decision-making representative,
 - b) An attorney under an enduring power of attorney,
 - c) A decision-making assistant,
 - d) A co-decision maker.
- 4.1.8. Confirm that you understand that in the event of your death
 - (i) where you hold an individual account(s), the appointment of the Trusted Contact Person will no longer be effective upon notification to us of your death,

- (ii) where you hold a joint account(s) and all parties to the account have appointed the Trusted Contact Person, the appointment of the Trusted Contact Person will remain in place unless otherwise instructed by the surviving account holder(s).

Trusted Contact Person's Confirmation and Consent By signing this form, the Trusted Contact Person:

- 4.2.1. Confirms they have read "What is a Trusted Contact Person?" and the rest of this form.
- 4.2.2. Agrees that:
 - a) either the client or the Trusted Contact Person may notify us of a change to the Trusted Contact Person's contact information,
 - b) If you are a Davy client, changes to your contact information on your client profile will be recorded on your Trusted Contact Person profile and we will not require you to complete a new form.
- 4.2.3. You as Trusted Contact Person give us consent permission to:
 - a) Retain your name and contact information for the purposes set out in this form,
 - b) Contact you in any of the circumstances set out in this form,
 - c) Discuss the matters about the client with you which are mentioned in this form,
 - d) Notify the client if you as Trusted Contact Person no longer agree to your appointment as a Trusted Contact Person.
- 4.3. Governing Law and Jurisdiction
 - 4.3.1. This form is governed by Irish law.
- 4.4. Signatures / Electronic Signatures
 - 4.4.1. If you sign this form electronically, the law that allows for electronic signatures will apply.

Reading this Form In this form:

- 5.1.1. "client", "you", and "your" refers to the client who signs this form.
- 5.1.2. "we", "us", "our" refers to J&E Davy.
- 5.1.3. "Trusted Contact Person" refers to the person who signs this form as Trusted Contact Person.
- 5.1.4. "Consumer Protection Code" means Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Consumer Protection) Regulations 2025 (S.I. No. 81 of 2025) as may be amended or replaced from time to time.
- 5.1.5. Any expression in the plural includes a reference to the singular.
- 5.1.6. Where a clause gives an example of something, that is to assist those who use this form, and it does not limit the meaning of the clause.
- 5.1.7. Headings and the notes in the form and in "What is a Trusted Contact Person?" do not form part of any agreement between you and us or affect the meaning of any clause in this form.

Trusted Contact Person

Complete this form if you want to nominate someone you trust as a Trusted Contact Person. You have a right to nominate a Trusted Contact Person under the Consumer Protection Code.

Client(s) - Please complete this section in full

Client name	_____
Second Client Name <i>(for joint accounts only)</i>	_____
Client Address	_____

Account reference(s)	_____

We need the account details to make sure we record the request to appoint a Trusted Contact Person for the correct client. The appointment of the Trusted Contact Person will be for all personal accounts that you have with Davy and not just the accounts referenced above.

You can remove the Trusted Contact Person at any time by contacting Davy by email or in writing.

Trusted Contact Person - Please complete this section in full

Name	_____
Address	_____

Mobile number	_____
Email	_____
Relationship to Client	_____
Are you a Davy Client? Yes. If Yes, please provide your date of birth:	_____
Please note that if you are an existing client, changes made to your contact information will be updated on your client profile and Trusted Contact Person profile, unless you ask us not to do this.	

The role of the Trusted Contact Person:

- Concern the client could be the victim of financial abuse, or fraud;
- To confirm the clients current contact details;
- To confirm the clients health status;
- To confirm the identity of any appointed legal guardian, executor or trustee;
- If Davy experiences difficulties in communicating with the client.

The Trusted Contact Person is **not** permitted to:

- Make decisions on behalf of the client;
- Access the client's accounts, give instructions, complete payments;
- Act as the legal representative for the client.

A Trusted Contact Person has authority to remove themselves by contacting Davy by email or in writing.

Trusted Contact Person

Signed	Date
_____	_____
Name	_____

Client(s)

Signed	Date	Signed	Date
_____	_____	_____	_____
First Client Name		Second Client Name	
_____		_____	