



## Terms of Business

These Terms of Business set out the general terms under which we will provide business services to you and the respective duties and responsibilities of both us and 24/09/2024 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 and Codes of Conduct

Finance Life & Pensions Ltd t/a Cregan Kelly O'Brien Financial Planning is regulated by the Central Bank of Ireland. You may contact the Central Bank of Ireland on 01-224 4000 or alternatively visit their website at www.centralbank.ie to verify our credentials on the register. Our reference code is C45734. We are also subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can also be found on the Central Bank's website.

### Our Services

Cregan Kelly O'Brien Financial Planning are an Insurance, Investment and Mortgage Credit Intermediary. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to Life, Pensions, Mortgages, Investments and Deposits. We are not under a contractual obligation to conduct Insurance distribution business exclusively with one or more Insurance Undertakings and do not give advice on the basis of a fair and personal analysis, we do however provide advice from the selection of products provided by the Companies and Lenders we have agencies with on a Limited Analysis basis. We recommend the product that, in our professional opinion, is best suited to your needs and objectives from this selection of products.

As part of the process when giving our clients advice on Investments we will need to gather information with regards your investment knowledge and experience, if this information is not provided, we will not be in a position to determine whether the product is appropriate for you.

We have agencies with the following companies.

Life, Investment and Mortgage Companies	
Aviva Life & Pensions Ireland Dac	MMPI Ltd
BCP Asset Management Dac	Newcourt Retirement Fund Managers Ltd
Brokers Ireland Network Services Ltd	New Ireland Assurance
Conexim Advisors Ltd	Quest Retirement Solutions Ltd
Dilosk Dac	Royal London Insurance Dac
Finance Ireland Credit Solutions Dac	Seniors Money Mortgages (Ireland) Dac
Haven Mortgages	Standard Life International Dac
Independent Trustee Company Ltd	Zurich Life Assurance
Irish Life Assurance	

We will need to collect sufficient information from you before we can offer any advice on housing loans. This is due to the fact that a key issue in relation to mortgage advice is affordability. Such information should be produced promptly at our request. Where the creditor is unable to carry out an assessment of creditworthiness because the consumer chooses not to provide the information or verification necessary for an assessment of creditworthiness, the credit cannot be granted.

### Disclosure of Information

We act as your representative to the companies we have agencies with, and 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. Material information about medical history, non-smoker status, occupation category and any hazardous pursuits are central to underwriting decisions and it is imperative that all information you provide to the insurer is accurate and complete.

You are under a duty to answer all questions posed by the insurer or us on your behalf, honestly and with reasonable care. It is presumed, unless the contrary is shown, that you would know all questions in an application or at renewal is material to the risk undertaken by the insurer or the calculation of the premium by that insurer, or both. Any failure to disclose material information may invalidate a claim and render your policy void. You must inform and disclose any material information including any material changes that might take place between the time you complete an application form and the time you pay the first premium. To assist us in providing you with a comprehensive service and to keep our records as up-to date as soon as possible, please notify us of any changes to your personal circumstances, e.g. name change, change of address, etc.

### Sustainable Investing

We will consider adverse impacts of investment decisions on sustainability factors in our investment and insurance-based Investment advice.

We will gather your preferences of Sustainable Investing and build them into our Statement of Suitability for you. Ultimately, it is the Product Producers we have agencies with that build the Investment Products we advise on, and it will be their documentation we are relying on when advising you on Sustainable investments.

All information re Sustainable Finance Disclosures will be adhered to by the Product Producers and their brochures and documents will outline their disclosures.

### Remuneration

Cregan Kelly O'Brien Financial Planning 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 from the product producers which will be outlined prior to affecting your policy, we will provide an on-going service to you for that policy, we will send you an annual update on your investment business as part of this service.

**Fees:** Our hourly fee rate is €175.00, additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will give an estimate of this rate in advance of providing you with services. If we receive commission from a product provider, this will be offset against the fee which we will charge you, except on mortgages. Where the commission is greater than the fee due, the commission will become the amount payable to us unless an arrangement to the contrary is made.

**Mortgages:** We may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance. This commission is paid by the mortgage lender. Where no commission is payable by the mortgage lender, a fee of €500.00 - €1,000.00 is charged for arranging your finance/application/advice and the overall cost of paying the charge over the term of the loan. Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. You have the right to pay a fee separately and not include it in the loan. Typically, this situation arises in relation to specialist lending. The actual amount of commission will be disclosed at a later stage in the ESIS (European Standardised Information Sheet) which will be forwarded to you at loan offer stage.

**Mortgage Fee:** We charge you an arrangement fee of €150 for advice, preparation and submission of your mortgage application, this fee is non-refundable and separate from any commission we may be paid by the lenders.

If by investing in sustainable investment products there are any differences in charges etc., we will advise you of this in advance of advising you on your investment.

A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us by the product producers" is available on our website. If you need further explanation of this information, please do not hesitate to call us.

#### **Client Monies & Receipts**

Cregan Kelly O'Brien Financial Planning will only accept payments by direct debit, cheque or bank draft made out to the Providers we have agencies with. We will issue a receipt for any negotiable or non-negotiable instrument or direct debit mandate presented by you, as payment for a financial product or service provided by us. We are not authorised to accept cash.

The acceptance by Cregan Kelly O'Brien Financial Planning of a completed proposal DOES NOT in itself constitute the effecting of a policy. It is only when the Provider confirms the policy is in place that your policy is live.

#### **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. Please advise us of these 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.

#### **Conflicts of interest**

It is our policy to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises, we will advise and agree this with you in writing before providing you with any service. A full copy of our conflict-of-interest policy is available on request. As per the remuneration policy above we receive payment from the providers and lenders for your business.

#### **Default on payments by clients**

We will exercise our legal rights to receive payments due to us from clients (fees) for services provided. Product producers may withdraw benefits or cover in the event of default on payments due for products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

#### **Complaints**

We have a complaints procedure which is available on request. Your complaint can be in writing, email, telephone or face to face. If your complaint is face to face or by phone, we will write to you to confirm our understanding of your complaint. We will acknowledge your complaint within 5 business days, advising you of the name of the person dealing with your complaint on behalf of the company. Please address any complaint to Cregan Kelly O'Brien Financial Planning, Broadmeadow Hall, Applewood Village, Swords, Co. Dublin. If in the event, a complainant is dissatisfied with the outcome of our investigation, you are entitled to refer the matter to the Financial Services & Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Lo call 01 5677000 email info@fsp.ie

#### **Data Protection**

The data we hold about you will be processed only in ways compatible with the purposes for which it was given. Our full Data Privacy Notice will be issued to you with these terms of business.

#### **Investor Compensation Scheme**

We are members of the Investor Compensation Scheme which 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. 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 Ltd. at (01) 224 4955.

#### **DECLARATIONS**

I/We acknowledge that I/We have been provided with the Terms of Business and Data Privacy Notice for Cregan Kelly O'Brien Financial Planning and confirm that I/We have read and understand them.

#### **DIRECT MARKETING**

I/We consent to Cregan Kelly O'Brien Financial Planning making contact with me/us in relation to the range of services they provide or their associated or partnership companies, which they feel may be of interest to me/us and to the sharing of relevant information.

Cregan Kelly O'Brien Financial Planning will still be allowed to contact you in relation to the business you have been advised on, even if you opt out of marketing material. You have the right to be removed from our marketing lists in the future, by contacting us and requesting same.

If you wish to avail of these services, please tick here. (Otherwise, you will not be on our mailing list).

Post:	Phone:	Email:	Text:

We may also use automated data processing or profiling to allow us to give you quotes etc, and for marketing purposes, by signing these terms of business you are also agreeing to us using these systems on your data.

Client 1: \_\_\_\_\_

Client 2: \_\_\_\_\_

Date: \_\_\_\_\_