



**TERMS OF BUSINESS**

These Terms of Business applicable from 28/08/2024 and set out the general terms under which we will provide business services to you and the respective duties and responsibilities of both us and you in relation to such services. Please ensure that you read these terms 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**

Oates Breheny Financial Services Ltd T/A Oates Breheny Group is regulated by the Central Bank of Ireland. Our authorisation can be checked on the Central Bank website at centralbank.ie or on 01-224 4000 to verify our credentials. Our reference code is C3169. 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. Oates Breheny Financial Services Ltd is a member of Brokers Ireland.

**Our Services**

We are an Insurance, Investment and Mortgage Credit Intermediary. Our principal business is to provide advice and arrange transactions on behalf of our clients in relation to life, pensions, investments & mortgage products. 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. 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.

Product producers/lenders we have an agency with please see below.

<b>Investment Companies</b>	
BCP Asset Management Dac	Newcourt Retirement Fund Managers Limited
Independent Trustee Company Limited	Quest Retirement Solutions Ltd
<b>Life Assurance Agencies</b>	
Aviva Life & Pensions Ireland Dac	Royal London
Irish Life Assurance Plc	Standard Life
New Ireland Assurance Co plc	Zurich Life Assurance plc
<b>Mortgage Lenders</b>	
Avantcard Dac	Haven Mortgages Limited
Bank of Ireland	MoCo
Brokers Ireland Network Services Limited	permanent tsb plc
Dilosk DAC	Seniors Money Mortgages (Ireland) Dac
Finance Ireland Credit Solutions Dac	<u>NUA Money Limited t/a NUA</u>

**Mortgages**

Through the lenders or other undertakings with which we hold an agency, Oates Breheny Financial Services Ltd can provide advice on and arrange mortgage products, residential and investment property. 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. We use an online application process for mortgages where our clients can update securely their application and any documents required for their mortgage. This will streamline the process.

**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 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.

**Adverse Sustainability Impacts Statement**

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

Oates Breheny Financial Services Ltd is remunerated by commission and other payments from product producers or lenders on the completion of your business. You may choose to pay in full for our services by means of a fee. Where we receive recurring commission, this forms part of the remuneration for ongoing advice with regards to the business we advise you on and we will provide you with an annual update on your investment business. You may elect to deal with us on a fee basis. If we receive commission from a product provider, this will be offset against the fee which we will charge you. 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. 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 our services.

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. 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 the loan offer stage. A fee of €250 is charged for arranging your mortgage application. 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. A full list of lenders' remuneration is available on request. If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through ourselves, we will charge you an arrangement fee of €250 for our services.

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 the product.

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.

#### **Regular reviews**

It is in your best interests that you review, on a regular basis, the products and advice which we have arranged for you. As your circumstances change, your needs will change. Please advise us of any changes and request a review of the relevant policy so that we can ensure that you are provided with up-to-date advice best suited to your needs.

#### **Conflicts of interest**

It is the policy of Oates Breheny Financial Services Ltd to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service. As per the above we receive commission from the lenders and companies we have agencies with for the business you transact.

#### **Default on Payments by Clients**

We will exercise our legal right 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 under policies or other 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.

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

We request that all cheques or negotiable instruments are made payable to the appropriate Product Provider for Life, Pensions, Investment business and to lenders. We shall issue a receipt for each payment received. These receipts are issued with your protection in mind and should be stored safely. Every effort is made to ensure that clients' money is transmitted to the appropriate Product Provider without delay. We are not authorised to accept cash.

The acceptance by Oates Breheny Financial Services Ltd of a completed proposal DOES NOT in itself constitute the effecting of a policy. It is only when the Provider or Lender confirms the policy is in place or the loan is drawn down that your policy is live.

#### **Complaints**

We have a complaints procedure in place 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 Oates Breheny Financial Services Ltd. 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](mailto:info@fsp.ie).

#### **Data Protection**

Oates Breheny Financial Services Ltd complies with the requirements of the Data Protection Regulation 1988-2018. We will provide you with a separate Data Privacy Notice that will outline exactly how, what and where we use your data.

#### **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 owned 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 recognized 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 Investor Compensation Co Ltd. (01) 224 4955.

#### **DECLARATIONS**

I/We acknowledge that I/We have been provided with Terms of Business and Data Privacy Notice for Oates Breheny Financial Services Ltd and confirm that I/We have read and understand them.

#### **DIRECT MARKETING**

I/We consent to Oates Breheny Financial Services Ltd contacting me in relation to the range of services provided by them or their associated or partnership companies, which they feel may be of interest to me/us and to the sharing of relevant information. Oates Breheny Financial Services Ltd will still be allowed to contact you in relation to the business we have advised you 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 yourself 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.

We would also like to pass your details onto Oates Breheny Property Services Ltd for Property related products and Brian Mullins Insurance Brokers Ltd for general insurance products. If you consent to us passing on your details for that purpose, please tick to confirm agreed method of contact:

Post: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Text: \_\_\_\_\_

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

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

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