

## TERMS OF BUSINESS

These Terms of Business set out below provides the basis on which G & E Mortgage & Financial Advisors Ltd will provide business services to you as a client of ours and is valid from 27/03/2020. Should you have any queries we will be happy to deal with them.

G & E Mortgage & Financial Advisors Ltd is regulated by the Central Bank of Ireland. We are subject to the Central Bank's Consumer Protection Code, Minimum Competency Code, which offer protection to consumers. These Codes and confirmation of our authorisation can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie) our authorised reference number is C7184.

### 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.

For a full list of insurers, product producers and lending agencies see below;

<b>Life and Investment Companies</b>	<b>With Broker Assist Ltd we have access to the following lenders for Mortgages;</b>
Aviva Life & Pensions Ireland Dac	Dilosk Dac
BCP Asset Management Dac	Finance Ireland Credit Solutions Dac
Irish Life Assurance plc	Haven Mortgages
New Ireland Assurance plc	KBC Bank of Ireland plc
Phoenix Life Ltd	Seniors Money Mortgages (Ireland) Dac.
Royal London Insurance Dac	
Standard Life	
Zurich Life & Pensions plc	
Wealth Options Ltd	

### Mortgages

Through the lenders or other undertakings with which we hold an agency, we can provide advice on and arrange mortgage products residential mortgages, pension mortgages and residential 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 upon 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. 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.

### Remuneration

G & E Mortgage & Financial Advisors Ltd is remunerated by way commission from the product providers for your business. 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 choose to pay in full for our services by means of a fee.

We may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance. The actual amount of commission will be disclosed in the ESIS (European Standardised Information Sheet) which will be forwarded to you. As a member of Broker Assist Ltd mortgage processing service, we will charge you an application fee on their behalf of €100 for each application submitted. This fee does not guarantee that the application will be successfully placed with the lender of choice or any lender. We also retain the option of charging an additional fee for arranging your finance, application or advice. This charge is €100 per hour but any such additional fee would be notified and agreed in writing prior to any work being commenced. Typically, this situation arises in relation to specialist lending. 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. On mortgage applications, it will be necessary for you to carry out a valuation on the property; the cost of this is ordinarily borne by the applicant and is non-refundable.

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/lenders" is available on our website. If you need further explanation on 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 & advice which we have provided for you. As your

circumstances change, your needs will change. You are strongly advised to contact us in the event of any change in your circumstances or requirements, where we will review your financial affairs so that we can ensure that we are providing you with up to date advice 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 you of this in writing before providing you with any service. As per above we receive commission from the lenders and companies we have agencies with for the business you transact.

### **Default of payments by clients**

Product producers may withdraw benefits or cover, on default of any payments that are due under any products that are arranged for your benefit. Full details of these provisions will be included in your product terms and conditions or loan offer.

The acceptance by us of a completed proposal DOES NOT in itself constitute the effecting of a policy, it is only when the Insurer confirms the policy is effected your policy is live.

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.

### **Receipts**

We will issue receipts for each payment received. We recommend that all cheques or negotiable instruments are made payable to the appropriate Financial Institution /Product Provider. Every effort is made to ensure that clients' money is transmitted to the appropriate Financial Institution/Product Provider without delay.

### **Complaints Procedure**

We have a complaints procedure in place, complaints can be by telephone, in writing, email or face to face. If the complaint is face to face or by telephone, we will write to you to confirm our understanding of your verbal complaint. We will respond to complaints in a courteous, timely and fair manner. We endeavour to address the specific issues raised by our customers, to achieve a situation where our customer feels we have addressed the complaint. Where customers remain dissatisfied with the outcome of our efforts to resolve their complaint, we will advise you of your right to refer your complaint to the Financial Services & Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. 1890-882090, 01-6620899, or [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie). All complaints should be made in writing and addressed to: Enda O'Toole, G & E Mortgage & Financial Advisors Ltd, Unit 6D, Old Bawn Road, Tallaght, Dublin 24.

### **Data Protection**

We comply with the requirements of the Data Protection Acts, 1988 - 2018. The data will be processed only in ways compatible with the purposes for which it was given. We will provide you with a separate Data Privacy Notice that will outline exactly how, what and where we use your data.

### **Outsource Services**

If external administration support services are engaged relative to the service provided, then such providers would be appointed as data processors acting on our behalf such providers may be remunerated by us.

### **Compensation Scheme**

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. The Investor Compensation Act, 1998 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 the Investor Compensation Co Ltd. at (01) 224 4955.

### **Governing Law and Business Succession**

These Terms of Business shall be governed by and construed in all respects according to the laws of the Republic of Ireland and will be deemed to cover any successors in business to G & E Mortgage & Financial Advisors Ltd.

### **DECLARATIONS**

I/We acknowledge that I/We have been provided with Terms of Business and Data Privacy Notice for G & E Mortgage & Financial Advisors Ltd and confirm that I/We have read and understand them.

### **Direct Marketing**

I/We consent to G & E Mortgage & Financial Advisors Ltd making contact with me/us in relation to the range of services provided by them or their associated or partnership companies which we feel may be of interest to you and to the sharing of relevant information. We 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 of these services, please tick here; (Otherwise you will not be on our mailing list).

Post: \_\_\_ Phone: \_\_\_ Email: \_\_\_ Text: \_\_\_ Social Media: \_\_\_

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: \_\_\_\_\_