



Terms of Business

The following terms of business outlines the terms and conditions on which we will provide our business services to you and is valid from 30/03/2020. Please read this document carefully and if you have any questions please ask.

Authorised Status and Statutory Codes

Shankill F.S. Ltd T/A Shankill Financial Services & Smart Mortgages is regulated by the Central Bank of Ireland. Our reference code is C65926. We are subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards. Our authorisation status and above codes can be verified by the Central Bank of Ireland registers which can be accessed on www.centralbank.ie or contact on 1890 777 777.

Services

Smart Mortgages are an Insurance, Investment and Mortgage Credit Intermediary. We shall give advice on the following types of business; Life Assurance, Serious illness, Pension, Retirement, Savings, Investments and Mortgages from the selection of products available from the Product Providers and Lenders we have agencies with this enables us to make a recommendation, regarding which contract would be adequate to meet your needs. We will provide services to you based on your needs/objectives, personal and financial situation.

Life & Pensions

Smart Mortgages holds an appointment with the following Product Providers; New Ireland Assurance Co plc, Irish Life Assurance plc, Aviva Life & Pensions, Royal London, Friends First, Wealth Options Ltd & Zurich Life Assurance plc.

Mortgages

Smart Mortgages provides advice on and arranges mortgage products on a limited analysis of the market through Broker Assist Ltd and Bank of Ireland t/a The Mortgage Store. 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, demands 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 will need to collect sufficient information from you before we can offer any advice on mortgages. 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.

Non-Life

Smart Mortgages can arrange products from the following range: household, motor, commercial, public liability, employer liability, and travel insurance, on a referral basis to Aviva and Zurich General Insurance.

Deposits

Smart Mortgages can provide advice and arrange deposit products on a limited analysis of the market through KBC Bank Ireland PLC.

Remuneration

Smart Mortgages receive commissions and other payments from product producers on completion of your business. Details of the amount of the commissions and other payments will be included, where applicable, in the product information documents you will receive before a product proposal is completed by you. Where we receive recurring commission from the product producer 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. Where Smart Mortgages do not receive a commission or payment from the product producer, we will charge a fee on the basis of a percentage of the value/cost of the product, or by way of an hourly rate for our time. We will agree the fee structure in writing with you in advance of providing this service. We may share commission from product producers with other third parties in respect of referrals. We use a system provided by One Platform that allows us to operate efficiently by applying to more than one lender at a time. There is a €100 application fee applied for this service and we may pass this onto our clients. For mortgages this will be on the European Standardised Information Sheet (ESIS) you will receive from the lender. You have the right to request the variation in levels of commission payable by the different lenders.

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 on this information, please do not hesitate to call us.

Provision 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 or mortgage. It is your responsibility to provide complete and accurate information to us, insurers and lenders when you transact business and throughout the life of your policy/mortgage. It is important that you ensure that all statements you make on application or claim forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure. If you fail to disclose any material information to us or your insurers/lender, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. To assist us in providing you with a comprehensive service and to keep our records up-to date, please notify us of any changes to your personal circumstances, e.g. name change, change of address, etc.

The acceptance by Smart Mortgages of a completed proposal DOES NOT in itself constitute the effecting of a policy, it is

only when the Insurer/lender confirms the policy is effected your policy/mortgage is live.

Default of payments by clients

Smart Mortgages will, if necessary, exercise its legal rights to receive any payments due to it from clients for business services provided by it and, to be reimbursed for any value obtained by us on behalf of clients who subsequently default in any payment due to us. Product producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your product terms and conditions. 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. You are strongly advised to contact your lender in the event you are having problems with your payments.

Conflicts of interest

Smart Mortgages policy is to avoid any conflict of interest when providing business services to our clients. However, where an unavoidable conflict may arise, we will advise and agree this with you in writing before proceeding to provide any business service. If you have not been advised of any such conflict you are entitled to assume that none arises. As above we receive payment from Product Providers and lenders for your business.

Complaints

Smart Mortgages has a full complaints procedure in place which is available on request. Complaints relating to services provided by us can be given in writing, phone, face to face or by email. If your complaint is by phone or face to face, we will write to you to confirm our understanding of your complaint. We will acknowledge your complaint within 5 business days, and we will fully investigate it. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Lo call 01 5677000 email info@fspso.ie. Please send any complaints for the attention of James Maguire, Smart Mortgages, Station House, Shankill, Co. Dublin.

Investor Compensation Act,

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 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.

Client Money

Smart Mortgages recommends that all cheques or negotiable instruments are made payable to the appropriate Financial Institution. We can only accept money in respect of a premium from clients, i.e. where the money represents premiums in respect of either a renewal of a policy which has been invited by an insurance undertaking, or a proposal accepted by an insurance undertaking. Every effort is made to ensure that clients' money is transmitted to the appropriate Financial Institution without delay.

Data Protection and Confidentiality of Information

Smart Mortgages comply with the requirements of the Data Protection Regulations 1988-2018. The data will be processed only in ways compatible with the purposes for which it was given. You will be given a separate Data Privacy Notice with these terms of business.

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 Smart Mortgages.

DECLARATIONS

Client Acknowledgement & Consent

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business and Data Privacy Notice of Smart Mortgages and that I/we have read through and understand these terms. We/I acknowledge and agree that all telephone conversations may be recorded to ensure accuracy of instructions and to assist us with any disputes.

DIRECT MARKETING

I/We consent to Smart Mortgages making contact with me in relation to the range of services provided by ourselves or our 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 Signature: _____

Client 2 Signature: _____

Date: _____