

**Leo Healy trading as Finance First The Advice Centre
Mortgage & Insurance Intermediary.**

Please note that the effective date of these terms of business is the 25th May 2018

Terms of Business.

Leo Healy trading as Finance First, The Advice Centre, Unit 7 The Courtyard, Fonthill Business Park, Clondalkin, Dublin 22 specialise in the provision of Mortgage Services, Life Assurance services and Pension services to consumers.

Authorised Status:

Leo Healy trading as Finance First., The Advice Centre is authorised by the Central Bank as a mortgage intermediary under the Consumer Credit Act 1995 as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations 2005. The Central Bank holds registers of regulated firms. You may contact the Central Bank on 1890 777 777 or alternatively visit their website on www.centralbank.ie to verify our credentials.

Code of Conduct

Leo Healy trading as Finance First, The Advice Centre is subject to the Central Banks Consumer Protection Code, Minimum Competency Code and the Fitness & Probity Standards which offers protection to consumers. The details of this code can be found on the Central Banks website, www.centralbank.ie

Regulatory Status:

Leo Healy trading as Finance First, The Advice Centre is regulated by the Central Bank. Our regulator number is C54146.

Services:

Leo Healy trading as Finance First, The Advice Centre offer advice in relation to all aspects of mortgage finance and also in relation to life assurance products (Term Cover, Serious Illness and Permanent Health Insurance). Leo Healy trading as Finance First, The Advice Centre is a member of Brokers Ireland. We transmit orders on client's behalf to any of the product producers from whom the company hold letters of appointment. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Leo Healy trading as Finance First, The Advice Centre acts as an **Independent Broker** which means that:

a) the principal regulated activities of the firm are provided on the basis of a fair analysis of the market; and

b) you have the option to pay in full for our services by means of a fee, (see remuneration policy section for details) .

Fair Analysis

The concept of fair analysis is derived from the Insurance Mediation Directive. It describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/ or a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be such that could be reasonably expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search. In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair analysis of the market, we will consider the following criteria:

- the needs of the customer,
- the size of the customer order,
- the number of providers in the market that deal with brokers,
- the market share of each of those providers,
- the number of relevant products available from each provider,
- the availability of information about the products,
- the quality of the product and service provided by the provider,
- cost, and
- any other relevant consideration.

Mortgages

Leo Healy trading as Finance First, The Advice Centre can offer you fair analysis in relation to your mortgage enquires. We can provide advice on and arrange mortgage products from the following range, fixed rate loans, variable rate mortgages, capital & interest mortgages, interest only mortgages, endowment mortgages, pension mortgages, and residential investment property. Through our agency with Brokers Ireland Network Services Ltd., we do have access to several different lenders.

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.

A full list of these lenders is available on request.

Life Assurance & Pensions

Leo Healy trading as Finance First, The Advice Centre. provides life assurance and pensions on a fair analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet the your needs.

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; particularly in relation to PHI and serious illness policies.

Specifically on the subject of permanent health insurance policies it is our policy to explain to you

- a) the meaning of disability as defined in the policy;
- b) the benefits available under the policy;
- c) the general exclusions that apply to the policy; and
- d) the reductions applied to the benefit where there are disability payments from other sources.

For a serious illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

Disclosure of Information

Any failure to disclose material information may invalidate your claim and render your policy void.

Leo Healy trading as Finance First, The Advice Centre 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, this forms part of the remuneration for initial advice provided. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 2 hrs.

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life, pensions and Standard PRSAs. In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below.

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 may become the amount payable to the firm unless an arrangement to the contrary is made.

Remuneration Policy:

Life Assurance, Pensions

Leo Healy trading as Finance First, The Advice Centre, is in receipt of commission from the various life insurer. However if you, the client would prefer, you can pay a fee for our services we will waive any and all commissions that would otherwise have been payable to Leo Healy trading as Finance First, The Advice Centre for the setting up of such insurance policy. The fee applicable should you elect to deal with us on a fee basis are as follows,

Principles	€350 per hour
Senior Advisers	€150 per hour
Support staff	€150 per hour

depending on the type of insurance policy required, the complexity of the case and the time spent on the case. Should you choose to take this option all fees will be agreed with you, the client, before any advice is given. Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency, our scale of fees for such

cases range from a minimum of €150 per hour to a maximum of €500 per hour. We will notify you in advance and agree the scale of fees to be charged.

Mortgage Business:

Leo Healy trading as Finance First, The Advice Centre may receive mortgage commissions at a rate of up to 1% of the value of the amount borrowed 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. Information on the variation in levels of commission payable by the different creditors providing credit agreements being offered are available on request.

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.

We do not charge an initial consultation fee. However for all mortgage business, we charge a minimum fee of €500 at application stage, and this fee may vary up to a maximum of €1,500 depending on the complexity of the application, the specialist skills required or the urgency or circumstances of the individual case. Application stage is where requested mortgage documentation is submitted to us by the client. Exact amount of fee will be determined and notified to you in advance of arranging the mortgage loan for you. This fee is non-refundable and in no way indicates an approval from the lender.

Any waiver of fees is at the discretion of our firm, however if an Approval In Principle or Loan Offer is secured by you and you subsequently do not finalise your mortgage finance with us, waived fees will become immediately payable.

If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through our firm, we will charge you an arrangement fee of €450 for our services, which will apply in addition to any relevant fees outlined above.

In certain circumstances we may charge additional fees based on the complexity of the case or to reflect the value, specialist skills or urgency.

You may choose to pay in full for our services by means of a fee. Our scale of fees range from €150 per hour to €500 per hour. We will notify you in advance and agree the scale of fees to be charged.

Leo Healy trading as Finance First, The Advice Centre may make referral payments to Introducers of mortgage business to the company. All recipients of such sub-commission payments must be registered by the Central Bank as a Mortgage Intermediary.

Personal Retirement Savings Accounts (PRSAs) – Fees

Where advice is requested for PRSAs, the following hourly fees will apply:
Principles €350 per hour

Advisor fees: €150 per hour.

Support staff: €150 per hour.

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will notify you in advance of providing you with these services, our scale of fees for such cases range from a minimum of €150 per hour to a maximum of €500 per hour. 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 the intermediary unless an arrangement to the contrary is made.

Regular Review:

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. You must advise us of those 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. Failure to contact us in relation to changes in your circumstances or failure to request a review may result in you having insufficient insurance cover or products in place.

Conflict of Interest:

It is the policy of Leo Healy trading as Finance First, The Advice Centre to avoid conflict of interest when providing services to clients. Where an unavoidable conflict arises we will advise you of this in writing before providing any business service. If you have not been informed of any such conflict you may assume that none arises. A full copy of our conflict of interest policy is available upon request.

Complaints Procedure:

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. Leo Healy trading as Finance First, The Advice Centre, has in place a written procedure for the handling of complaints. This procedure ensures that all complaints are recorded and acknowledged within 5 business days and we will fully investigate it. We shall investigate the complaint as swiftly as possible and the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint was made. 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 the handling of and / or response to a complaint you are entitled to refer the matter to the Financial Services and Pensions Ombudsman. A full copy of our complaints procedure is available on request.

Data Protection and Marketing:

Leo Healy trading as Finance First, The Advice Centre complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Leo Healy trading as Finance First, The Advice Centre is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice, this will be given to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily assessable. Please refer to our website at this link: <http://financefirstpl.ie/wp-content/uploads/2018/07/Privacy-Notice-Statement.pdf>. If this medium is not suitable, we will ensure you can easily receive a hard copy; which can be posted to you or collected at our office. Furthermore, you can request an electronic copy to be sent to you via email or we can arrange to send you a copy by fax if this is preferred.

Please contact us at info@finance-first.ie if you have any concerns about your personal data.

The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. The data will be processed only in ways compatible with the purposes for which it was given.

We may receive referrals from such firms and may advise them of any transactions arranged for you.

Credit Policy:

We regret that credit cannot be extended to clients in respect of premiums, initial, renewal or additional. Initial or first premiums must be paid at inception of cover and renewal premiums before the policy renewal date otherwise the company will advise the insurance undertaking or product producer involved and cover will be cancelled.

Default on Payments by Clients:

Leo Healy trading as Finance First, The Advice Centre states that in the event of default by a client: Product providers are entitled to withdraw benefit or cover on default of any payments due under any products arranged for your benefit. It is therefore critical to the guaranteed continuance of your insurance that your premium is paid in full. Some insurers may include a term of the insurance a settlement due date or in some cases a warranty under the terms of which the premium must be paid to them by a certain date. We inform our clients of such requirements and the relevant date in good time to allow the payment terms to be met. Failure to comply with the terms of the warranty may mean that the insurer's obligations under the policy will be terminated. We will automatically advise you of any payments outstanding on your policy and the consequences of failure to pay premiums. An outline of the action and remedies which the relevant product producers may take in the event of default by a client is included in the product producer's policy document.

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 and your credit history may also be affected.