



**MORTGAGES+MORE**

**EDDIE SWEENEY FINANCIAL**

- Mortgages
- Life + Serious Illness
- Pension + Retirement Advice
- Investment Advice
- Income Protection
- Savings Interest Rates
- Debt Negotiation
- Share Dealing

### TERMS OF BUSINESS

These Terms of Business applicable from 03/11/2020 set out the general terms under which we will provide business services to you and the respective duties and responsibilities of both ourselves and you in relation to such services. 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**

Eddie Sweeney Financial Services Ltd t/a Eddie Sweeney Financial is regulated by the Central Bank of Ireland. Our authorisation can be checked on the Central Bank of Ireland register at [www.centralbank.ie](http://www.centralbank.ie) or by calling them on 1890 777 777 to verify our credentials. Our reference code is C35423. 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. Eddie Sweeney Financial is a member of Brokers Ireland.

#### **Our Services**

We are an Insurance, Investment, Mortgage Credit Intermediary and Debt Management business. Our principal business is to provide advice and arrange transactions on behalf of our clients in relation to life, pensions, investments & mortgage products and provide advice to consumers in relation to debt management services. 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 Providers and lenders we have agencies with see below.

<b><u>Investment, Life and Mortgage Companies</u></b>	
AIB Mortgage Bank	Irish Life Assurance Plc
Aviva Life & Pensions Ireland Dac	KBC Bank Ireland plc
Blackbee Investments Limited	New Ireland
Brokers Ireland Network Services	permanent tsb plc
Cantor Fitzgerald Ireland Ltd	Royal London
Dilosk DAC	Seniors Money Mortgages (Ireland) DAC
Finance Ireland Credit Solutions	Ulster Bank Ireland Dac
Haven Mortgages Limited	Zurich Life Assurance plc

Eddie Sweeney Financial does not offer advice on household insurance but at your request we can provide

you with a referral to Glennon Insurance for this type of cover. Glennon's will contact you directly and deal with all matters concerning your cover. Eddie Sweeney Financial receives a once-off introducers fee of €20 for completed business.

#### Business and Farm Loans:

Eddie Sweeney Financial can negotiate a Business or Farm Loan on your behalf with the following financial institutions: AIB, Bank of Ireland and Ulster Bank.

#### Dental Insurance and Health Insurance:

Eddie Sweeney Financial has agencies with Aviva for Private Health Insurance and Decare Dental for Private Dental Insurance. Eddie Sweeney Financial does not charge a fee for these services as our firm is paid a commission by the respective companies.

#### **Debt Management**

Eddie Sweeney Financial provides debt management services. Our principal business is to provide specialist mortgage advisory restructuring services in relation to residential, buy to let and commercial mortgage debt and unsecured debt. This service includes but is not restricted to; consultations, documentation review, drafting of correspondence and lender representation. It is important that you and all of the parties in this transaction advise us of all material facts concerning your circumstances. A material fact is one which is likely to influence us in our assessment and recommendations relating to your application for revised repayment terms. If you are in doubt as to whether a fact is material, then it should be disclosed to us. Failure to do so could invalidate our recommendations and jeopardise your application.

Eddie Sweeney Financial charges a standard fee of €500 for these services. This fee covers our advice and also negotiation with creditors/banks. Additional fees may be charged for more complex cases. We will advise you of any additional fee in advance of providing the service. Additional fees will be at the rate of €50 per hour. Fees are non-refundable and are payable by cheque in advance of any negotiation with creditors/banks

#### **Mortgages**

Through the lenders or other undertakings with which we hold an agency, Eddie Sweeney Financial 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. We provide mortgage advice on mortgages from the selection of lenders we have agencies with. 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.

You are under a duty to answer all questions posed by the insurer or ourselves 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.

### **Remuneration**

Eddie Sweeney Financial 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 and this forms part of the remuneration for ongoing advice with regards to the business, we advise you on, we will provide you with an annual update on your Investment business. We reserve the right to charge additional fees if the number of hours relating to on-going advice /assistance exceeds 3 hrs.

If you choose to pay by means of a fee and we receive commission from a product provider, this will be offset against any fee we may 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. This does not apply to our mortgage fee.

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.

Where advice is requested for PRSAs, the following hourly fee will apply: Advisor fees: €50 per hour.

### **Business/Farm Loans**

Eddie Sweeney Financial is not remunerated by lenders for Business or Farm loans. We will charge a fee of 1% on loans up to €50,000 and 0.5% for amounts above that. We also charge an additional fee of €50 for each consultation.

### **House Mortgages**

We may receive up to 1% (or whatever maximum is applicable) of the loan amount 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 loan offer stage. A fee of €150 is charged for arranging each home mortgage application and €300 for Investment/Pension mortgages. Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Approval. 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 and remuneration is available on request.

If we provide mortgage advice and obtain a Loan Approval for you and you subsequently do not proceed with your mortgage application through ourselves, we will charge you an arrangement fee of €150 for our services.

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 or in our offices. 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 which we have arranged for you. As your circumstances change, your needs will change. Please 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.

### **Conflicts of interest**

It is the policy of Eddie Sweeney Financial 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 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

**Eddie Sweeney Financial Services Ltd t/a Eddie Sweeney Financial is regulated by the Central Bank of Ireland  
Registered No. 384079. Directors: Yvonne Burke, Eddie Sweeney, Maureen Sweeney.  
Chapel Lane Business Centre, Claremorris, Co. Mayo.**

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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 Eddie Sweeney Financial 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 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 Eddie Sweeney Financial, Chapel Lane Business Centre, Claremorris, Co. Mayo. 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@fspo.ie.

### Data Protection

Eddie Sweeney Financial complies with the requirements of the Data Protection Regulation. 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 will provide you with a separate Data Privacy Notice that will outline exactly how, what and where we use your data. We may receive referrals from partner firms and may advise them of any transactions arranged for you.

### 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 Eddie Sweeney Financial

### DECLARATIONS

I/We acknowledge that I/We have been provided with Terms of Business and Data Privacy Notice for Eddie Sweeney Financial and confirm that I/We have read and understand them.

### Direct Marketing

I/We consent to Eddie Sweeney Financial making contact with me/us in relation to marketing 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: \_\_\_\_\_

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

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

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