

Terms of Business

These Terms of Business are applicable from 29/01/2025 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 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

Fahey Financial Solutions Ltd is regulated by the Central Bank of Ireland. Our authorisation can be checked on the Central Bank of Ireland registers website at www.centralbank.ie or by calling them on 01 224 4000 to verify our credentials. Our reference code is C93297. We are subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website.

Our Services

We are an Insurance and Investment Intermediary. Our principal business is to provide advice and arrange transactions on behalf of our clients in relation to life, pensions & investments. 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 we have agencies with on a limited analysis basis. We recommend the product that, in our professional opinion, is best suited to your needs and objectives from those Companies. Fahey Financial Solutions Ltd is a member of Brokers Ireland.

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 our full list of agencies see below.

<u>Investment and Life Companies</u>	
Aviva Life & Pension Ireland Dac	Newcourt Retirement Fund Managers Ltd
BCP Asset Management Dac	New Ireland Assurance Co plc
Broker Assist Ltd	Royal London Insurance Dac
Cantor Fitzgerald Ireland Ltd	Standard Life International Dac
Conexim Advisors Limited	Quest Retirement Solutions Limited
Independent Trustee Co Ltd	Quilter Cheviot Europe Ltd
Irish Life Assurance plc	Zurich Life Assurance plc
J & E Davy Ulc	

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 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.

Sustainable Investing

We will gather your preferences of 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

Fahey Financial Solutions Ltd is remunerated by commission and other payments from product producers on the completion of your business. You may choose to pay in full for our services by means of a fee. Where we receive a recurring commission, this forms part of the remuneration for ongoing advice with regard to the business we advise you on and we will provide you with an annual update on your investment business.

Any fees will be charged on a time basis (hourly rate) or for a fixed fee by prior agreement with the client. The hourly fee schedule is listed below:

Director's Fees:	€150.00 per hour
Adviser Fees:	€75.00 per hour
Sales Support Staff Fees:	€40.00 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 us unless an arrangement to the contrary is made.

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 your investment.

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 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.

Conflicts of interest

It is the policy of Fahey Financial Solutions 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 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 the services provided. Product producers may withdraw benefits or cover in the event of a 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.

Client Monies & Receipts

We request that all cheques or negotiable instruments are made payable to the appropriate Product Provider for Life, Pensions, and Investment business. 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 Fahey Financial Solutions Ltd of a completed proposal DOES NOT in itself constitute the effecting of a policy. It is only when the Provider confirms the policy is in place and 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 Fahey Financial Solutions Ltd, The Village, Barna, Co. Galway. 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 calls 01 5677000 email info@fspo.ie.

Data Protection

Fahey Financial Solutions Ltd. complies with the requirements of the Data Protection Regulation. 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. 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 Investor Compensation Co Ltd. at (01) 224 4955.

Brokers Ireland Compensation Fund

We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its member firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

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 Fahey Financial Solutions Ltd.