

**Prendergast Maguire Financial Services Ltd**  
**Terms of Business**  
**Version 6 Effective 25/05/2018**

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm 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 with the Central Bank of Ireland**

Prendergast Maguire Financial Services Ltd is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 and as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995. Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

**Codes of Conduct**

Prendergast Maguire Financial Services Ltd is 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 [www.centralbank.ie](http://www.centralbank.ie)

**Our Services**

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions/mortgages/general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Prendergast Maguire Financial Services Ltd acts as an Independent Broker for Investment, pension, PRSA and mortgage business which means that:

- a) the activities of the firm in relation to these product areas 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.

**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

**Limited Analysis**

This means providing services on the basis of a limited number of contracts and product producers available on the market i.e. although not tied to one product producer the services are not provided on the basis of a fair analysis of the market.

Prendergast Maguire Financial Services Ltd offer a limited service (limited analysis) for general insurance and deposit business and we selected one preferred product producer, Irish Life Assurance plc, for protection plans (including life assurance, specified illness cover, and income protection). Analysis of this market will be limited to products provided by Irish Life Assurance plc. 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.

**Investments/Pensions/PRSAs**

Prendergast Maguire Financial Services Ltd provides other life insurance plans such as unit linked savings, investments, pension plans, tracker bonds, and Personal Retirement Savings Accounts (PRSAs) on a fair analysis basis.



## Non-life

Prendergast Maguire Financial Services Ltd holds written an appointment with the following general insurance company: Aviva. We provide advice general insurance advice on a limited analysis basis (providing services on the basis of a limited number of contracts and product producers available on the market). We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

To ensure continuity of cover, where you have an existing policy which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewal and when we receive your instruction. You have the right not to avail of this service.

## Deposits

Prendergast Maguire Financial Services Ltd holds written appointments with the following deposit providers; PTSB and KBC Bank Ireland. We provide deposit advice on a limited analysis basis (providing services on the basis of a limited number of contracts and product producers available on the market).

## Mortgages

Through the lenders or other undertakings with which we hold an agency, Prendergast Maguire Financial Services Ltd. 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. Prendergast Maguire Financial Services Ltd. provides mortgage advice on a fair analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.) 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.

## Disclosure of Information

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

Prendergast Maguire Financial Services Ltd. 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 5 hours. In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for Pensions, investments, PRSAs and non-life. 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 will become the amount payable to the firm unless an arrangement to the contrary is made.

## Pensions, PRSAs, investments

You may elect to deal with us on a fee basis

Directors fee €200 per hour and/or a % of funds where applicable.

Support staff €50 per hour

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. 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.

## Non-Life Remuneration

Prendergast Maguire Financial Services Ltd is remunerated by commission from insurers on completion of business. Details of this remuneration are available on request. Where an override commission is received this will be disclosed to you in general terms. Brokerage fees may apply as follows: €50-€100. Cancellation or Mid Term Alteration fee: 15% of the premium, with a minimum of €50. Claims handling: €50-€100

## Mortgages

We may receive up to 1% of the loan for arranging mortgage finance. This commission is paid by the mortgage lender. 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.

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 €250 for our services.

## 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. 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 and/or inappropriate investments.



## Conflicts of interest

It is the policy of our firm 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.

## Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. In particular, without limitation of the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client. Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance 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 home is at risk if you do not maintain your agreed repayments.

## Complaints

Any complaint that you may have in relation to the business services provided by us should be made either in writing or by contacting us at Prendergast Maguire Financial Services Ltd outlining the nature 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 Ombudsman or the Pensions Ombudsman. A full copy of our complaints procedure is available on request.

## Data Protection

Prendergast Maguire Financial Services Ltd complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

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. Your data will be passed to the relevant product producers with whom Prendergast Financial Services Ltd has agencies for the purpose of arranging transactions agreed with you. Your data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice and Data Protection Policy and Procedures. This information will only be used to provide you with business services, to meet any legal and regulatory obligations, and for legitimate business reasons. Prendergast Maguire Financial Services Ltd Data Privacy Notice are available via our website <http://www.pmfs.ie/dataprivacy.html>

From time to time, we will send information about other financial products and services, provided by us or associated companies with which we have a formal business arrangement, which we think may be of interest to you. You have the right to ask us not to send you this marketing material and, at any time you can 'opt out' of receiving marketing material. You have a right to see the information that is held on you and you can do this by writing to me at the address given.

We would like to contact you by way of letter, email or telephone call. If you would like to receive such marketing information please complete the permission statements contained in the Terms of Business Client Acknowledgement Letter attached.

You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at [info@pmfs.ie](mailto:info@pmfs.ie) if you have any queries about your personal data.

## Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

### 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. The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme and our firm is a member of this scheme. 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) 2244955.

**Terms of Business Covering letter**  
**Version 6 effective 25<sup>th</sup> May 2018**

**Status**

Prendergast Maguire Financial Services Ltd is regulated by the Central Bank of Ireland

**Terms of Business**

I attach for your information a document setting out the terms under which our firm, Prendergast Maguire Financial Services Ltd will provide insurance and investment business services to you.

You should read through this document and if there are any matters on which you require clarification I will be happy to explain the matter in more detail.

These terms will remain in force and shall apply to any business service provided to you now or at a future date. Should my firm change any of its business terms at a future date I will advise you in writing in advance of the changes.

**Data Protection**

Prendergast Maguire Financial Services Ltd complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

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. Your data will be passed to the relevant product producers with whom Prendergast Financial Services Ltd has agencies for the purpose of arranging transactions agreed with you. Your data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice and Data Protection Policy and Procedures. This information will only be used to provide you with business services, to meet any legal and regulatory obligations, and for legitimate business reasons. Prendergast Maguire Financial Services Ltd Data Privacy Notice are available via our website <http://www.pmfs.ie/dataprivacy.html>

Yours sincerely,

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Paul Prendergast/Brendan Maguire

**CLIENT ACKNOWLEDGEMENT**

**Terms of Business**

*I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business version 6 of Prendergast Maguire Financial Services Ltd and that I/we have read through and understand these terms.*

**Privacy Notice**

*I/We acknowledge and confirm that I/we have been provided with a copy of the Privacy Notice of Prendergast Maguire Financial Services Ltd and that I/we have read through and understand The document content.*

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

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



**DIRECT MARKETING**

I/We confirm having read the paragraph in relation to Data Protection in the Terms of Business and above, - and consent to Prendergast Maguire Financial Services making contact with me/us by letter, phone, email or SMS text in relation to the range of services provided by Prendergast Maguire Financial Services Ltd or its associated or partnership companies and to the sharing of relevant information as indicated.

*Please tick each of the ways in which you wish us to contact you;*

Letter

Landline

Mobile Phone

Email

SMS Text

You may opt out of this service at any time by writing to Prendergast Maguire Financial Service or by selecting the unsubscribe option on any email sent.

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

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