



## **Howth Financial Services Ltd. Terms of Business**

These terms of Business set out the basis on which Howth Financial Services Limited (hereinafter called HFS Ltd. and/or 'firm' or 'we') will provide services to you as a consumer of the firm.

Please take a few minutes to read through these and if you have any questions we will be happy to answer same.

\*The full name and address of the firm and communication details are:

Howth Financial Services Ltd. (CRO 345533)  
Registered Office: Howth House, Harbour Road, Howth, Co. Dublin. D13 XK75.

Telephone: 01-8396770/1  
E-mail: [advice@howthfinancial.ie](mailto:advice@howthfinancial.ie)  
Web Site: [howthfinancial.ie](http://howthfinancial.ie)

### Authorised Status

HFS Ltd. is regulated by the Central Bank of Ireland as an Investment Intermediary under the Investment Intermediaries Act, 1995 (as amended) (IIA), as an Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations 2018, as a Mortgage Intermediary under the Consumer Credit Act, 1995 (as amended) (CCA) and as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (CMCAR). We do not have a shareholding in any insurance undertaking and likewise no insurance undertaking holds an interest in HFS Ltd.

Copies of our authorisations are available on request and these may be verified by contacting the Central Bank on 1890 77 77 77. We are subject to the Central Bank's Consumer Protection Code and Minimum Competency Code which offer protection to consumers – these Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

HFS Ltd. is a member of Brokers Ireland & AIMA (Association of Irish Mortgage Advisors).

### Services

HFS Ltd. act as an Independent Broker which means that:

- a) the principle 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

#### Fair Analysis

"Fair analysis of the market" means providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable the Intermediary to make a recommendation, in accordance with professional requirements, as regards which contract would be adequate to meet the customer's needs.

#### Life, Pensions, & Investments

HFS Ltd. provides life assurance, pensions, investments, and deposit advice on a fair analysis basis. 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. 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 income protection and serious illness policies.

#### Non-Life

Howth Financial Services Ltd. provides general insurance on a limited analysis basis, by way of providing referrals for Household insurance to our preferred General Insurance partner, Cregan Kelly O'Brien, who will research the market and provide a recommendation.

#### Mortgages

Through the lenders or other undertakings with which we hold an agency, HFS Ltd. provide advice on mortgage products. HFS Ltd. provides mortgage advice on a fair analysis basis. 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 an insurance claim and render your policy void, and you may have difficulty in obtaining insurance elsewhere.

## Remuneration Policy

HFS Ltd. may be remunerated for its services by commission from a product provider, fees chargeable to clients, or a combination of both.

You may choose to pay in full for our services by means of a fee, and if so, we will agree with you the fee basis in advance of providing a service.

Where we do not receive commission from a product provider or where we provide an advice only service we may charge a fee and will notify you of the fee basis in advance of any service being provided.

In most cases, relating to life, pension and investment business HFS Ltd.'s remuneration is commission paid by the product providers with which it has letters of appointment in place. Alternatively, HFS Ltd.'s remuneration may be in the form of a fee and we will notify you of the fee basis in advance of any service being provided.

We may receive regular renewal or fund based trail commissions while your product remains in force. All remuneration received contributes to the costs of the on-going administration services which we provide to you.

For General Insurance referrals HFS Ltd. may be remunerated by other product providers, details of which are available on request.

For mortgage business HFS Ltd. may receive mortgage commission from lenders at a rate of up to 1% of the value of the amount borrowed. We charge a fee, generally €250.00, on securing mortgage approval. On occasion a higher fee may be payable for complex mortgage cases (e.g. self builds) or to reflect time input into the case, expertise, value for money specialist skills or urgency. These fees will be agreed with consumers and provided in writing. We will agree the basis of all fees with you in advance of providing a service.

Lenders require that a valuation be carried out on the property to be mortgaged. You may be required to pay the valuation fee, which will be advised to you prior to the valuation being arranged.

## Conflict of Interest

It is the policy of the firm to avoid any conflict of interest when providing services to its consumers. However, where an unavoidable conflict may arise we will advise you of this in writing before proceeding to provide any service. If you have not been advised of any such conflict you are entitled to assume that none arise.

## Complaints

A complaint will be defined as an expression of grievance or dissatisfaction by a consumer in connection with, the provision of, a failure to provide, a service to a consumer. The complaint will be fully investigated by HFS Ltd. and a full response will be provided to you. Details of our complaint procedures are attached in Appendix 3. In the event that you remain dissatisfied with the firm's handling and response to your complaint you are entitled to refer your complaint to the Financial Services Ombudsman Bureau or Pensions Ombudsman.

## Consumer Protection

HFS Ltd. is a member of the Investor Compensation Company Ltd. (ICCL) scheme which provides certain remedies to eligible consumers on default by the firm. The main details of the operation and conditions of the Scheme are attached on Appendix 2. Your legal rights against the firm are not affected by this scheme.

## Handling Clients Money

HFS Ltd. recommends that all cheques or negotiable instruments are made payable to the appropriate Financial Institution. We accept payments in respect of the circumstances permitted under Section 30 of the Investment Intermediaries Act 1995. Payments must represent premium in respect of either a renewal of a policy, which has been invited by an insurance undertaking or product producer or a proposal accepted by an insurance undertaking or product producer.

HFS Ltd. is not authorised to accept cash or negotiable instruments in any other circumstances.

## Credit Policy and Defaults

Product producers and Lenders may withdraw benefits, cover, loan facilities, or impose penalties in the event of 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.

We regret that credit cannot be extended to consumers in respect of premiums, initial, renewal or additional. Initial 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.

HFS Ltd. will, if necessary, exercise its legal rights to (i) receive any payments due to us from you for services provided by us; and (ii) be reimbursed for any value obtained by HFS Ltd. arising from payments by us on your behalf should you subsequently default in any payment due to us.

## Receipts

HFS Ltd. shall issue a receipt for each non-negotiable instrument or payment received. This is required pursuant to Section 30 of the "Investment Intermediaries Act, 1995" and the Consumer Protection Code issued by the Central Bank. These are issued with your protection in mind and should be stored safely.

## Data Protection

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

Howth Financial Services Ltd. 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.

Your data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Statement which all clients will have access to at the time of data collection.

We will ensure this Privacy Statement is easily accessible. Please refer to our website [www.howthfinancial.ie](http://www.howthfinancial.ie). If this medium is not suitable we will ensure you can easily receive a copy by soft or hard copy on request.

Please contact us at [dataprotection@howthfinancial.ie](mailto:dataprotection@howthfinancial.ie) if you have any concerns about your personal data.

## Client Acknowledgement and Consent

**I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of HFS Ltd. and I/we have read through and understand these Terms.**

**I/We confirm that where I/we are represented by an introducer (accountant, solicitor, estate agent or other party) that I/we agree that information such as amount of finance approved and the amount drawn-down, or details of other products provided, can be shared with the introducer for the purpose of paying introductory fees to the introducer.**

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

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

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

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

**These terms of business are effective from 25<sup>th</sup> July 2022 until further notice.**

## Appendix 1

Name of Product Provider	Nature of the Product
Ulster Bank Ireland Designated Activity Company KBC Bank Ireland plc Permanent TSB plc Finance Ireland Credit Solutions DAC Seniors Money Mortgages (Ireland) DAC Haven Mortgages Limited (AIB) Dilosk DAC The Governor and Company of the Bank of Ireland AvantCard DAC	Mortgage Finance
Aviva Life & Pensions Royal London Friends First Life Assurance Company Limited Irish life Assurance plc New Ireland Assurance Company plc Standard Life Assurance Company Zurich Life Assurance plc	Life assurance cover, specified serious illness cover, hospital cash cover and accident cover, income protection, and other protection policies. Lump sum investments in various types of non-linked, unit-linked, and other collective investment funds. Regular contribution savings plans in various types of non-linked, unit-linked, and other collective investment funds. Pension planning and retirement income plans.
Cregan Kelly O'Brien	General Insurance products provided by Cregan Kelly O'Brien to whom we provide referrals
KBC Bank Ireland plc Permanent TSB plc Wealth Options Limited	Lump sum deposits / investments Non-Insurance Tracker Bonds

## Appendix 2: Investor Compensation 1998

Under section 38 (1) of the Investor Compensation Act, 1988 HFS Ltd. wish to draw your attention to the following:

- a) The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances to certain consumers (known as eligible investors) of the authorised investments firms, as defined in that Act.
- b) HFS Ltd. is a member of the compensation scheme.
- c) Compensation may be payable where money or investment instruments owned or belonging to the consumer and held, or in the case of Investment Instruments, administered or managed by HFS Ltd. cannot be returned to those consumers for the time being and there is no reasonable foreseeable opportunity of the firm being able to do so.
- d) A right to compensation will arise only
  - a. If the consumer is an eligible investor as defined in the Act
  - b. If it transpires that HFS Ltd. is not in a position to return consumer money or investment instruments owned or belonging to the consumer of the firm; and
  - c. To the extent that the consumer's loss is recognised for the purposes of the Act.
- e) Where an entitlement to compensation is established, the compensation payable will be the lesser of:
  - a. 90 percent of the amount of the consumer's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or
  - b. Compensation of up to €20,000

As a member of Brokers Ireland HFS Ltd. is also a member of Brokers Ireland Compensation Fund Ltd. Subject to the rules of the Scheme, the liabilities of its member firms, up to a maximum of €100,000 per client (€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 ICCL (established by law) has failed to adequately compensate any client of the member.

## Appendix 3: Complaints

We aim to give excellent customer service, however we recognise that things may occasionally be different. If you are dissatisfied with any aspect of the service you receive from us we have outlined our complaints procedure below:

### Complaints Identification

A complaint will be defined as an expression of grievance or dissatisfaction by a consumer in connection with, the provision of, or a failure to provide, a service to a consumer. Complaints may be either verbal or in writing, and come from a number of different sources (consumer, legal representative, other 3<sup>rd</sup> party). We may, dependent on the nature of the complaint, request that the consumer put the details of the complaint in writing. All such complaints will be treated fairly and in line with the procedures set out below.

### Complaints Procedures

- 1) The complaint can be received in written or verbal format. Where the complaint received is verbal, the complainant will have the opportunity to have the complaint treated as a written complaint. Details of all complaints are recorded by the firm in writing. The complaint is recorded and documented on the complainant's file.
- 2) The complaint is acknowledged within 5 business days of receipt of the complaint, and a copy is placed on the complainants file.
- 3) We will endeavour to investigate and resolve the complaint within 40 business days of receipt of the complaint. Where 40 business days have elapsed and the complaint is not resolved, the complainant will be informed of the anticipated timeframe within which we hope to resolve the complaint and the complainant's right to refer the matter to the Financial Services Ombudsman or the Pensions Ombudsman. The complainant shall receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days, while the investigation of the complaint is ongoing.
- 4) Within 5 business days of the completion of the investigation of a complaint, the firm will send the complainant a letter explaining clearly the outcome of the investigation and, if appropriate, explaining the terms of any offer of settlement which the firm is prepared to make in settlement of the complaint. Any subsequent or follow up queries will be dealt with within 5 business days of receipt of the enquiry.
- 5) Where it has not proved possible to resolve the complaint, and the complainant remains dissatisfied with the outcome and the firm believes it cannot make any further progress on the matter, the complainant will be advised of this and they are entitled to refer their complaint for consideration to the Financial Services Ombudsman or the Pensions Ombudsman.
- 6) The firm will provide information about the subject matter of the complaint to the Financial Services Ombudsman, or the Pension Ombudsman, if requested to do so when a complaint has been referred to the Ombudsman by a customer.
- 7) The firm will maintain up-to-date and comprehensive records for each complaint received. A detailed complaint log will be retained permanently and will be available for inspection by the Financial Services Ombudsman, the Pensions Ombudsman, and the Central Bank.
- 8) The firm will undertake an appropriate analysis of the patterns of complaints on a regular basis to identify whether complaints indicate an isolated issue or a more widespread issue.

Financial Services Ombudsman  
3<sup>rd</sup> Floor, Lincoln House  
Lincoln Place, Dublin 2  
Lo Call: 1890 88 20 90  
Tel: +353 1 6620899  
Fax: +353 1 6620890  
[enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
[www.financialombudsman.ie](http://www.financialombudsman.ie)

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