



# Terms of Business

## **Howth Financial Services Ltd.**

These Terms of Business - applicable from 24<sup>th</sup> March 2026 - 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 and Codes of Conduct**

Howth Financial Services Ltd. is regulated by the Central Bank of Ireland. Our Authorisation Code is C13511. We are subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers.

## **Our Services**

We are an Insurance Intermediary, Investment Product Intermediary and a Mortgage Intermediary. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life assurance, pensions, investment and mortgage products. A full list of insurers, product producers and lending agencies with which we deal is available on our website. We are remunerated by commission for our Insurance Intermediary, Investment Intermediary and Mortgage Intermediary Services.

We are not tied to one product provider, and we provide advice on the selection of products provided by the Companies and Lenders with whom we hold agencies on a limited analysis basis. We recommend the product (s) that best suits your needs and objectives from this selection of products.

When giving advice on investments we will need to gather information with regard to your investment knowledge and experience. If this

information is not provided, we cannot determine the most appropriate product for you.

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.

Howth Financial Services Ltd. is a member of Brokers Ireland and the Association of Irish Mortgage Advisors (IMA).

## **General (Household) Insurance**

We do not provide advice on general (household) insurance, however, we do provide a referral to our preferred General Insurance Partner, Cregan Kelly O'Brien, who will research the market and provide a recommendation. We are remunerated by commission from Cregan Kelly O'Brien for any household product taken up by our clients.

## **Sustainability Factors –**

### **Investment/IBIPs/Pension Advice**

We will consider the adverse impacts of investment decisions on sustainability factors in our investment and insurance based investment advice.

We will gather your preferences for Sustainable Investing and build them into our Statement of Suitability for you. Ultimately, it is the Product Producers, with whom we have agencies, that build the investment products that we advise on and it is their documentation that we are relying on when advising you on Sustainable Investments.

All information regarding Sustainable Finance Disclosures will be adhered to by the Product Producers and their brochures and documents will outline their disclosures.

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Howth Financial Services Limited is regulated by the Central Bank of Ireland. Registered address: Howth House, Harbour Road, Howth, Co. Dublin, D13 XK75.

Directors: Mervyn Fogarty, Miriam Leonard. Registration Number: C13511.

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## **Statement of Charges and Ongoing Remuneration**

We are remunerated by commission and other payments from product producers or lenders on the completion of your business.

Life Assurance, Pension and Investment products: where we receive recurring commission this forms part of the remuneration for ongoing advice provided. This is based on a percentage of the value of your investment/annual premium and it is intended to cover the ongoing service that we provide to you in relation to this product.

The nature of the service for which this remuneration is payable includes regular reviews of your investment/pension product, updates on fund performance of your investment/pension product, and continued access to our advice.

Mortgage Products: we may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance from the lender. The actual amount of commission will be disclosed in the ESIS (European Standardised Information Sheet) which will be forwarded to you by the lender at loan offer stage. Lenders may charge specific fees in certain circumstances and, if this applies, these fees will be specified in your loan offer. Typically, this situation arises in relation to specialist lending. A full list of lenders and remuneration is available on our website. All costs, including valuation and/or surveying fees, legal costs and any other costs associated with the mortgage must be paid by you.

### **Fees**

In certain circumstances it will be necessary to charge a fee for services provided. These are listed below and may be in addition to any commission we may be paid by the lender. 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 fee.

Mortgage Approval Fee: €250.00 on receipt of your approval. In certain circumstances a fee of €500.00 may be charged depending on the complexity of the application or to reflect time input into the application, expertise and specialist skills. If this is the case the higher fee will be notified to you and provided in writing in advance. The mortgage approval fee is non-refundable and is payable on

receipt of your approval in principle. Our fee will be notified to the lender who will include this in the calculation of the APRC (Annual Percentage Rate Charge). Should your application not be approved by the mortgage lender no fee is payable.

Retirement Claims Fee: retirement claims, where there is no resulting post-retirement product, will incur an administration fee of €250.00.

### **Regular Reviews and Ongoing Suitability**

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 which may result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to ensure that you are provided with up-to-date advice and products best suited to your needs.

We will provide periodic assessments of the suitability of the insurance-based investment products which we have recommended to you.

### **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. A full copy of our conflicts of interest policy is available on request.

### **Default on payments by clients**

We will exercise our legal rights to receive fee payments due to us from clients for services provided. 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.

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**

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firm's established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint in writing within 5 working 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 working days starting from the date on which the complaint is 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 our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO), Lincoln House, Lincoln Place, Dublin 2. Tel: 01 5677000 or email [info@fspoi.ie](mailto:info@fspoi.ie). A full copy of our Complaints Procedure is available on our website and on request.

#### **Data Protection**

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Our Data Privacy Notice is available on our website [www.howthfinancial.ie](http://www.howthfinancial.ie) and will be shared with you at the time of data collection.

Your data will be processed only in ways compatible with the purposes for which it was given. We may use Third Party Providers for onboarding of clients – these providers will also be regulated and adhere to the General Data Protection Regulations.

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

#### **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 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) 224 4955.

We are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). 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.