

Terms of Business

These Terms of Business are applicable from 10/04/2024 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 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

R J Walsh Consulting Limited t/a Walsh Consulting is regulated by the Central Bank of Ireland. Our authorisation can be checked on the Central Bank register at www.centralbank.ie or by calling them on 01-224 4000 to verify our credentials. Our reference code is C7203. 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. Walsh Consulting is a member of Brokers Ireland.

Our Services

We are an Insurance, Investment & Mortgage Credit Intermediary business. Our principal business is to provide advice and arrange transactions on behalf of our clients in relation to life, pensions, investments & mortgages. We are not under a contractual obligation to conduct Insurance distribution business exclusively with one or more Insurance Undertakings. We 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, in our professional opinion, which 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.

Companies and Lenders we have an agency with.

<u>Investment and Life Companies</u>	
Aviva Life & Pensions Ireland Dac	New Ireland Assurance Co plc
BCP Asset Management Dac	Quest Retirement Solutions Ltd
Cantor Fitzgerald Ireland Ltd	Royal London Insurance Dac
Conexim Advisors Limited	Standard Life International Dac
Independent Trustee Co Ltd	Zurich Life Assurance Co plc
Irish Life Assurance Co plc	
<u>Mortgage Lenders</u>	
Dilosk Dac	
Through our agency with Brokers Ireland Networks Services Limited we have access to the following lenders:	Bank of Ireland
	Finance Ireland Credit Solutions Dac
	Haven Mortgages Limited
	Permanent tsb Plc

Mortgages

Through the lenders or other undertakings with which we hold an agency, Walsh Consulting can provide advice on and arrange mortgage products from the following range: fixed-rate

loans, variable rate mortgages, capital & interest mortgages, interest only mortgages. 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 a key issue in relation to mortgage advice is affordability. Such information should be produced promptly at 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 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 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 are material to the risk undertaken by the insurer or the calculation of the premium by the 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 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 consider adverse impacts of investment decisions on sustainability factors in our investment and insurance-based investment advice. 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

Walsh Consulting 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, this forms part of the remuneration for ongoing advice with regards to the business we advise you on and we will provide you with an annual update on your investment business. If we receive commission from a product provider, this will be offset against the fee which we will charge you except for Mortgages. 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.

R.J. Walsh Consulting Limited t/a Walsh Consulting and Walsh Group is Regulated by the Central Bank of Ireland.

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We may receive up to 1% (or whatever maximum is applicable) of the loan 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 €250 is charged for arranging your mortgage application. 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. A full list of lenders and remuneration is available on request. If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through ourselves, we will charge you an arrangement fee of €250 for our services.

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 or in our offices. 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. Please advise us of these 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 Walsh Consulting 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 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 home is at risk if you do not maintain your agreed repayments.

Client Monies & Receipts

We request 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 clients' money is transmitted to the appropriate Product Provider without delay. We are not authorised to accept cash.

The acceptance by Walsh Consulting of a completed proposal DOES NOT in itself constitute the effecting of a policy. The Provider or Lender will confirm the policy is in place or the loan is drawn down.

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 Walsh Consulting. 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

Walsh Consulting 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 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 which 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 the 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 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 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 Investor Compensation Co Ltd. on (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 Walsh Consulting.