



## TERMS OF BUSINESS

These Terms of Business are applicable from 01/10/2018 and set out the basis upon which 360 Financial will provide Financial Services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both our firm and you in relation to such services. This is an important document, please read carefully and if you have any questions, please contact us. If there are any material changes to the information in this document, you will be issued with a revised copy as soon as possible.

### Authorised Status & Statutory Codes

Convent View Financial Services Ltd t/a 360 Financial is regulated by the Central Bank of Ireland. We are subject to and comply with the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards. Copies of our statements of Authorised Status and these codes can be viewed on the Central Bank website [www.centralbank.ie](http://www.centralbank.ie). Our registration number is C160192.

### Our Services

360 Financial are an Insurance, Investment and Mortgage Credit Intermediary. Our principal business is to provide advice on Life, Pensions, Investment and Mortgage Products. The scope of our research and advice will be limited to the Product Producers and lenders we hold an appointment with; based on this selection we will make a professional recommendation to best serve your needs and circumstances. We are not under a contractual obligation to conduct Insurance distribution business exclusively with one or more Insurance Undertakings and do not give advice based on a fair and personal analysis. The list of Providers we have agencies with are as follows.

BCP Asset Management Dac, Broker Assist Ltd,  
Independent Trustee Co Ltd, Royal London, Aviva, New  
Ireland Assurance and Brokers Ireland.

We will need to collect sufficient information from you before we can offer any advice on mortgages. 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. 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.

As part of our 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.

### Clients Receipts & Payments

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 pursuant to Section 30 Investment Intermediaries Act, 1995 and under the Consumer Protection

Code. 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.

The acceptance by 360 Financial of a completed proposal DOES NOT in itself constitute the effecting of a policy. It is only when the Product Provider confirms the policy is in place that your policy is live.

### Disclosure of Information

We act as your representative to the companies we have agencies with. However, it is your responsibility to provide complete and accurate information to Product Providers when arranging a policy or mortgage. Failure to disclose any material information to them may invalidate your cover and could mean that all or part of a claim will not be paid. It is also your responsibility to provide complete and accurate information to Financial Institutions in order for them to conduct a proper credit worthiness assessment when arranging Mortgage finance. 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. If you are unsure as to your disclosure requirements, please discuss this with us.

### Remuneration

360 Financial is remunerated by commission and other payments from product producers we have an agency with on the completion of your business. Summary details of these payments will be included in a product information document which you will receive both from us and Product Producer / Lender. Where we receive recurring commission, this forms part of the remuneration for ongoing advice with regards to the business we advise you on. We will send you an annual update on your Investment business included in this charge. In the case of life assurance, pensions, and investments where we are not in receipt of commission, we may charge a service fee depending on complexity of the transaction, time spent and nature and extent of the transaction. All fees are agreed in writing with the client in advance. Our fees are charged at €200 per hour.

We may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance for you by the lenders we have agencies with. The actual amount of commission will be disclosed in the ESIS (European Standardised Information Sheet) which will be forwarded to you. The information on the various levels of commission payable by creditors providing credit agreements being offered is available on request. 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.

On mortgage applications, it will be necessary for you to carry out a valuation on the property; the cost of this is ordinarily borne by the applicant and is non-refundable.

As a member of the Brokers Ireland mortgage processing service, we will charge you an application fee on **their behalf** of €350 for each application submitted. This fee does not guarantee that the application will be successfully placed with the lender of choice or any lender.

**Regular Reviews**

It is in your best interests that you review, on a regular basis, the products & advice which we have provided for you. As your circumstances change, your needs will change. You are strongly advised to contact us in the event of any change in your circumstances or requirements, where we will review your financial affairs so that we can ensure that we are providing you with up-to-date advice best suited to your needs.

**Conflicts of interest**

It is the policy of 360 Financial 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 our remuneration policy above we receive payment from Product Producers and Lenders for your business.

**Default on payments by clients**

360 Financial will exercise its legal rights to receive payments due to it from clients for services provided. Product Producers may withdraw benefits or cover in the event of default on payments due under policies of assurance 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**

360 Financial has a complaints procedure in place, a copy of which is available on request. Complaints may be made in writing, by email, by telephone or in person, if your complaint is by telephone or in person, we will initially write to you to confirm our understanding 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 them.

Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Lo call 015677000 email info@fspo.ie. Complaints may be sent to Eamon Spillane, 360 Financial, 79 New Street, Killarney, Co. Kerry.

**Compensation Scheme**

We are members of the Investor Compensation Scheme established under section 30 of the Investor Compensation Act 1998. The Act provides that compensation shall be paid to eligible investors (as defined in the Act) to the extent of 90% of an investor’s net loss or €20,000, whichever is the lesser, and is recognised as being eligible for compensation. Further details are available on request or by contact the Investor Compensation Company Ltd. at (01) 224 4955.

**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 Freedom Financial.

**Data Protection**

360 Financial complies with the requirements of the Data Protection Acts, 1988 and 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. The data will be processed only in ways compatible with the purposes for which it was given. We are required to keep records of your business transactions for at least six years after our business relationship ends with our clients. You have the right to request any information we may hold on your file by requesting it in writing from us. You will be given a separate Data Privacy Notice.

**DECLARATIONS**

I/We acknowledge that I/We have been provided with Terms of Business for 360 Financial and confirm that I/We have read and understand them.

**Direct Marketing**

**Direct Marketing**

I/We confirm having read the privacy Notice and paragraphs in relation to Data Protection above, I/We consent to 360 Financial contacting me in relation to the range of services provided by ourselves or our associated or partnership companies which we feel may be of interest to you and to the sharing of relevant information. We will still be allowed to contact you in relation to the business we have advised you on, even if you opt out of marketing material. You have the right to be removed from our marketing lists in the future, by contacting us and requesting same.

If you wish to avail of these services, please tick here; (Otherwise you will not be on our mailing list).

Post:  Phone:  Email:  Text:  Social Media:

We may also use automated data processing or profiling to allow us to give you quotes etc, and for marketing purposes, by signing these terms of business you are also agreeing to us using these systems on your data.

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

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

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