

## **Terms of Business**

**Date issued** \_\_\_\_\_

### **Stephen McCarthy t/a Alchemi Financial Services**

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**

Stephen McCarthy t/a Alchemi Financial Services 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**

Stephen McCarthy t/a Alchemi Financial Services 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**

Stephen McCarthy t/a Alchemi Financial Services is a member of the Irish Brokers Association (IBA). As a member of IBA we must be in a position to place insurance with at least five insurers and therefore can generally give consumers greater choice than agents and tied agents.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to investments, pensions, mortgages and life assurance products. A full list of insurers, product producers and lending agencies with which we deal is listed at the end of this document.

Stephen McCarthy t/a Alchemi Financial Services acts as an Independent Broker which means that:-

- 1) The principal regulated activities of the firm are provided on the basis of a fair analysis of the market; and
- 2) 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,
- The cost, and
- Any other relevant consideration.

Stephen McCarthy t/a Alchemi Financial Services provides all products on a fair analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

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.

Through the lenders or other undertakings with which we hold an agency, Stephen McCarthy t/a Alchemi Financial Services 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 mortgages. 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.

### **Product Suitability**

The suitability of all financial products depends on many factors and we will consider all relevant information before recommending any product to you. In order for us to fully assess your financial needs it is important that you provide all relevant information to us. If you do not do so the advice we provide may not be as suitable had the full information been provided. Before purchasing any product you will be advised of the product's suitability and given a statement of reasons why, in our opinion, the product is suitable for your needs. All advice given will be based on our understanding of current law and Revenue practice. It may be that subsequent changes might affect the recommendations that have been made and these may need to be reviewed as a result. You may wish to contact us for a further financial review in that event.

### **Disclosure of Information**

Please note it is essential to make full disclosure of relevant facts, including:

- a) Your medical details or history; and
- b) Any previous insurance claims made by you for the type of insurance sought.

Failure to disclose all information may result in:

- i. Your policy being cancelled
- ii. Claims not being paid
- iii. Difficulty in trying to purchase insurance elsewhere
- iv. A breach of the terms and conditions attaching to any loan secured on property.

If you are ever in doubt about whether or not something needs to be disclosed, the safest course of action is to disclose it.

### **Claims**

Claims should be advised to the insurer when the claim arises. The insurer will advise you of its claims requirements and provide you with a copy of its claims process on request. If you experience any difficulty with the insurer's claims process you should contact us.

### **Product Provider Security**

We seek mortgages, insurance and investment contracts for you from Institutions with which we hold a written appointment and from which we consider offer an appropriate product to meet the needs identified. We cannot and do not guarantee the solvency or continuing solvency of any Institution used and you should note that the financial position of an Institution can change at any stage.

### **Remuneration Policy**

We may receive commission and other remuneration from financial institutions with which we hold an appointment from. We may accept additional commission and remuneration from such financial institutions related to the volume of business we place with that financial institution. Commissions payable to us in relation to arranging certain life assurance, pension policies and PRSA's are disclosed in a Disclosure Notice provided to you at the point of sale and/or at the cooling off stage.

We may charge you a fee for services provided instead of, or in conjunction with, commission and other payments from financial institutions to which we transmit orders on your behalf. We currently charge such fees based on a time charge of €150 per hour, plus VAT (if applicable). Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. Where we propose to charge you a fee, this will be agreed with you in writing in advance. If you have been referred to us by an entity authorised to provide financial services in the State, we may pay a fee to that entity for that referral. With your consent, we may refer you to other entities regulated to provide financial services in the State. We may receive remuneration in return for such referrals.

If we have arranged for your fee to be offset by commissions derived from a product which you subsequently cancel or cease to pay, and in consequence we are obliged to refund commissions paid to us, we reserve the right to charge you a fee to reimburse us for the amount of commission refunded.

You or we may terminate our authority to act on your behalf with immediate effect at any time, but the termination must be communicated in writing (to us at our usual business address) and cannot be backdated. The termination will be without prejudice to the completion of any transactions already initiated and you remain responsible for the payment of any fees and expenses incurred up to the date of termination, or to the date of completion of any transactions in progress, whichever is the later.

You may choose to pay in full for our services by means of a fee. Our fees are charged at a rate of €150 per hour plus VAT (if applicable). Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. All fees will be agreed with you in advance. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. In the event that you choose to pay in full for our services by means of a fee, 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.

### **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 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. 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**

We ask that you make any complaint against our firm, relating to services provided by us, in writing. 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**

Stephen McCarthy t/a Alchemi Financial Services complies with the requirements of the Data Protection Acts, 1988 and 2003. 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. You have the right to inspect copies of all entries in our books or computerised records relating to transactions with you. A fee may be charged for this request, and if so you will be notified in advance. We would also like to keep you informed of mortgage, insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call. If you do not wish to receive such marketing information please tick the box in the Terms of Business acknowledgement letter.

### **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.

#### **Irish Brokers Association (IBA) Compensation Fund**

We are also members of the Irish Brokers Association (IBA) Compensation Fund. Subject to the rules of the scheme the liabilities of its members 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.

#### **Product Producers from which Stephen McCarthy t/a Alchemi Financial Services holds written Letters of Appointment to act as Intermediary:-**

<b>Product Provider</b>	<b>Life Assurance</b>	<b>Investments</b>	<b>Deposits</b>	<b>Pensions</b>	<b>Mortgages</b>
Irish Life Assurance plc	Yes	Yes		Yes	
New Ireland Assurance Company plc	Yes	Yes		Yes	
Zurich Life Assurance plc	Yes	Yes		Yes	
Standard Life Assurance	Yes	Yes		Yes	
Aviva Life & Pensions Ireland Ltd	Yes	Yes		Yes	
Friends First Life Assurance Co DAC	Yes	Yes		Yes	
The Royal London Mutual Insurance Society Limited	Yes	Yes		Yes	
Quilter Cheviot		Yes			
J & E Davy (Davy Select)		Yes	Yes	Yes	
Independent Trustee Company Limited		Yes	Yes	Yes	
Wealth Options Ltd		Yes	Yes	Yes	
EBS Limited			Yes		
Lets Talk Finance Ltd					Yes
Seniors Money Ireland Ltd					Yes