



**89, Harcourt Street, Dublin 2**  
**9, Glen Easton Way, Leixlip, Co Kildare**

### **Terms of Business**

I attach for your information a document setting out the terms under which our firm will provide Mortgage, insurance and investment business services to you.

You should read through this document and if there are any matters on which you require clarification I will be happy to explain the matter in more detail.

These terms will remain in force and shall apply to any business service provided to you now or at a future date. Should our firm change any of its business terms at a future date we will advise you in writing in advance of the changes.

**Yours sincerely,**

**Leo Turley QFA**

**T & M Financial Ltd. t/a, Mortgage Plus, Turley Financial Services**

T&M Financial Limited t/a Mortgage Plus, Turley Financial Services is regulated by the Central Bank of Ireland.

### **Terms of Business of T & M Financial Ltd. t/a Mortgage Plus Turley Financial Services**

**These terms of business will remain in force and shall apply to any business service provided to you now or at a future date. Should the firm change any of its business terms at a future date I will advise you at our next meeting. Please take a few minutes to read through these and if you have any questions, I will be happy to answer them.**

- ◆ The full name and address of the firm is set out on the top of this document.
- ◆ *T & M Financial Ltd* is authorised and regulated by the Central Bank of Ireland.
- ◆ *T & M Financial Ltd* is subject to the Minimum Competency Code 2011 and the Consumer Protection Code 2012 which can be viewed on [www.centralbank.ie](http://www.centralbank.ie)
- ◆ *T & M Financial Ltd* offers a range of products and services including life assurance, general insurance, mortgages and investments.
- ◆ *T & M Financial Ltd* holds a written appointment to act as a single insurance agent for Irish Life Assurance Plc.
- ◆ *T & M Financial Ltd* may advise upon life assurance products including life assurance, specified illness cover, income protection, savings & investments, pension plans & Personal Retirement Savings Accounts (PRSA's).

◆ The services which the firm is authorised to provide are:

**a)** Advising you in relation to the nature of each of the products set out above and advising you as to which product is suitable for your needs.

**b)** Receiving and transmitting Life and Pension orders on your behalf for a product(s) to Irish Life Assurance Plc and Mortgage orders to mortgage companies.

◆ **T & M Financial Ltd** may receive commission and other payments when orders are transmitted. Summary details of these payments will be included in a product information document, under the Customer Information Notice section, which you are legally entitled to receive before an application for a product is completed, and full details will be included with your cooling-off letter and welcome pack. Any ongoing commission shown in the Customer Information Notice will be paid to us as long as we continue to be your Financial Adviser.

◆ **T & M Financial Ltd** holds a written appointment to act as a mortgage intermediary with the following lenders:

- *AIB Mortgage Bank*
- *Dilosk Limited*
- *Haven Mortgages Limited*
- *KBC Bank Ireland plc*
- *Permanent TSB plc*

◆ **T & M Financial Ltd** may receive commission and other payments from and the

companies whom it holds mortgage intermediary appointment. We may charge a fee in instances where the arrangement of the mortgage contains an excess of the normal administration and requires specialist lending. This fee will range from €499 - €1500 depending on the hours spent on a particular case. If this fee applies to you, Mortgage Plus will advise you of the potential cost before the transaction is executed.

◆ **T & M Financial Ltd** arranges general insurance and may receive commission from the general insurance provider to whom orders are transmitted. **Mortgage Plus** currently holds an agency with Aviva and Irish Life Health

◆ It is the policy of **T & M Financial Ltd** to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this in writing before proceeding to provide any business service. If you have not been advised on any such conflict you are entitled to assume that none arises.

◆ **T & M Financial Ltd** will, if necessary, exercise its legal rights to receive any payments due to it, from clients for business services provided by it and to be reimbursed for any value obtained by it for clients arising from payments to it by clients which subsequently default.

◆ So that we can provide you with business services, you will have to give personal information including your name, address, date of birth, and details about your financial

arrangements such as your existing protection cover, pension arrangements, and your savings and investments. From time to time you may also need to give sensitive personal information such as medical details. All the personal information you give me will be processed in line with your rights under the Data Protection Acts 1988 to 2003. This information will only be used to provide you with business services, to meet any legal and regulatory obligations, and for legitimate business reasons. For these purposes personal information may have to be given to third parties and to contractors where necessary, to regulatory authorities that need the information by law, to other companies and service providers with whom we have a data processing contract and to any person your plan is transferred to. From time to time, Information about other financial products and services may be sent to you. You have the right to ask us not to send you this marketing material and, at any time you can 'opt out' of receiving marketing material. You have a right to see the information that is held on you and you can do this by writing to me at the address below. A charge of up to €6.35 may be required before we send you the information.

◆ **T & M Financial Ltd** is a member of the Investor Compensation Scheme run by the Investor Compensation Company Ltd. The scheme provides a way of paying certain investors compensation, subject to the relevant limits, if the suffer financial loss caused by an investment firm being unable to meet its financial obligations (in other words, pay everything it owes). In the event that a right to compensation is established, the amount

payable is the lesser of ninety per cent of your loss, which is recognised as being eligible for compensation, or €20,000.

Website: [www.pensionombudsman.ie](http://www.pensionombudsman.ie)

**These *Terms of Business* are effective from January 2017**

◆ Any complaint that you may have in relation to the business services provided should be made by contacting, Leo Turley at Mortgage Plus outlining the nature of your complaint. You will receive a written acknowledgement within 5 days of receipt of the complaint. The complaint will be fully investigated by ***T & M Financial Ltd*** and a full response will be provided. We will aim to provide this response not later than 20 business days from receipt of your complaint. In the event that you remain dissatisfied with the firm's handling of and response to your complaint you are entitled to refer your complaint to the FINANCIAL SERVICES OMBUDSMAN BUREAU or the PENSIONS OMBUDSMAN (contact details below).

Financial Services Ombudsman Bureau  
3<sup>rd</sup> Floor, Lincoln House, Lincoln Place,  
Dublin 2  
Lo-call: 1890 88 20 90  
Fax: 01 6620890  
Email: [enquires@financialombudsman.ie](mailto:enquires@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

Office of the Pensions Ombudsman  
36 Upper Mount Street, Dublin 2  
Phone: 01 6471650  
Fax: 01 6769577  
Email: [info@pensionsombudsman.ie](mailto:info@pensionsombudsman.ie)