

Terms of Business

Aidan Kelly T/A Blue Sky Financial.

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

Aidan Kelly T/A Blue Sky Mortgages / Blue Sky Financial/ Blue Sky Financial Services is regulated by the Central Bank of Ireland as a Multi-Agency Intermediary authorised under the Investment Intermediaries Act, 1995; as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995; as a deposit broker; and as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005. 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 200 469 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Our Services

We ARE AUTHORISED TO ADVISE ON LIFE ASSURANCE, GENERAL INSURANCE, PENSIONS, INVESTMENTS, DEPOSITS AND MORTGAGES.

Aidan Kelly T/A Blue Sky Financial is a member of PIBA (Professional Insurance Brokers Association).

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions/mortgages/general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Life & Pensions

As a Multi-Agency Intermediary, we can provide advice in relation to products for which we hold an agency, and can place business on your behalf with those product producers. We can provide advice on and arrange products from the following range: life cover, serious illness cover, income protection, savings, investments and pensions.

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. It is however, 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.

Non-Life

As a Multi-Agency Intermediary, we can provide advice in relation to products for which we hold an agency, and can place business on your behalf with those product producers. Aidan Kelly T/A Blue Sky Mortgages/ Blue Sky Financial/ Blue Sky Financial Services can provide advice on and arrange products from the following range: household, motor, commercial, public liability, employer liability, and travel insurance.

We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

To ensure continuity of cover, where you have an existing policy which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewal and when we receive your instruction. You have the right not to avail of this service.

Mortgages

Through the lenders or other undertakings with which we hold an agency, Aidan Kelly T/A Blue Sky Mortgages/ Blue Sky Financial/ Blue Sky Financial Services can provide advice on and arrange products from the following range: fixed-rate loans, variable rate mortgages, capital & interest mortgages, interest only mortgages, endowment mortgages, pension mortgages, residential investment property.

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 request.

Disclosure of Information

Any failure to disclose material information may invalidate your claim and render your policy void.

Aidan Kelly T/A Blue Sky Mortgages/ Blue Sky Financial/ Blue Sky Financial Services is remunerated by commission and other payments from product producers or lenders on the completion of business. In certain circumstances, it will be necessary to charge a fee for services provided. These are available on request

Non-Life Fees

In certain cases Blue Sky Mortgages Limited may charge a fee. In such instances they will be agreed and outlined in advance of taking your business.

Standard Financial Statement: €75

Standard Broker Fee: €150

Remuneration Policy

We are normally remunerated by commission from the various product providers, however we can offer fee based advised. We will attempt to the best of our ability to give you an indication of the total fees that will be due, once we have completed the first consultation. Should you the wish to proceed we will charge fees as discussed.

Mortgages

We may receive up to 1% of the loan for arranging mortgage finance. This commission is paid by the mortgage lender.

Please note that 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.

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 of changes in your circumstances, or 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 (fees and insurance premiums) for services provided. In particular, without limitation of the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client.

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

Aidan Kelly T/A Blue Sky Mortgages/ Blue Sky Financial/ Blue Sky 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.

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, and which we think may be of interest to you. We would like to contact you by way of letter, email, telephone call or personal visit. If you do not wish to receive such marketing information please tick the box in the Terms of Business acknowledgement letter.

We may receive referrals from such firms and may advise them of any transactions arranged for you.

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) 224 4955.

Clients Acknowledgement Direct Marketing

I/We confirm having read the paragraph in relation to Data Protection in the Terms of Business Letter and consent to Aidan Kelly T/A Blue Sky Mortgages/ Blue Sky Financial/ Blue Sky Financial Services making contact with me/us by letter, phone, e-mail, or SMS text in relation to the range of services provided by Aidan Kelly T/A Blue Sky Mortgages/ Blue Sky Financial/ Blue Sky Financial Services or its associated or partnership companies and to the sharing of relevant information as indicated.

I/We do not wish to avail of these services please tick here

Terms of Business

I/We acknowledge that I/We have been provided with a copy of the Terms of Business Letter of Aidan Kelly T/A Blue Sky Mortgages, Blue Sky Financial, and confirm that I/We have read and understand them

Signed:

Date: