



**Penrose House, Moorefield Road, Newbridge, Co. Kildare**  
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## **Terms of Business**

### **About Ken Regan Financial Services Ltd T/A Blue Sky Mortgages...**

This document sets out the basis on which we will provide business services to you. It details our Regulatory and Statutory Obligations and the respective duties of the firm. Please take a few minutes to read through these and if you have any question we would be happy to answer them. The full name, address and contact details are set out on the front page of this document and our website.

### **Authorised Status**

Ken Regan Financial Services Ltd T/A Blue Sky Mortgages is authorized in Ireland as an Investment Business Firm to provide the investment instruments tracker bonds, PRSA's and insurance policies under Section 10 of the Investments Intermediaries Act, 1995, as amended. Our firm is also registered as an insurance/reinsurance intermediary under the European Union (Insurance Distribution) Regulations, 2018. We are an authorized mortgage intermediary under the Consumer Credit Act, 1995 as amended and as a mortgage credit intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016. Our firm is also authorized as a deposit broker.

### **Codes of Conduct**

Our firm is subject to the following Codes of conduct issued by the Central Bank of Ireland. These codes offer protection to our clients and all of the Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie)

Consumer Protection Code 2012, Minimum Competency Code 2017, Fitness & Probity Standards 2014, Handbook of Prudential Requirements for Investment Intermediaries, Consumer Credit Act 1995, as amended

### **Our Services**

Our firm provides its life, pension and investment services to our clients on a fair analysis basis. "Fair analysis of the market" means that our firm provides its life, pension and investment services on the basis of a sufficiently large number of contracts and product producers available on the market to enable our firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet our clients consumer's needs. When our firm provides non-life, deposit and mortgage services to clients we provide this service on a limited analysis basis meaning that our firm

provides non-life services on the basis of a limited number of contracts and product producers available on the market. The Terms of Business set out the basis on which “Blue Sky Mortgages” will provide business services to you as a client of the firm. Please take some time to read through these and should you have any questions, we will be happy to answer them

□ The services this firm is authorised to provide are:

- Advising you in relation to the nature of each of the products and advising you as to which product is most suitable for your needs
- Receiving and transmitting orders on your behalf for a product(s)

Ken Regan Financial Services Ltd has appointments to act in relation to mortgages and life assurance and deposit products. These include life assurance policies, critical/serious/specified illness and other protection policies, pension policies, savings policies and life assurance investment policies.

Ken Regan Financial Services Ltd T/a Blue Sky Mortgages as appointments to provide advice in respect of non-life assurance products.

Ken Regan Financial Services Ltd T/a Blue Sky Mortgages may receive commission and other payments from the product producer to whom orders are transmitted. Summary details of these payments will be included in a product information document, which you are legally entitled to receive before the application for a product is completed, and full details will be included in your ‘cooling-off’ letter. A fee may be charged in certain circumstances. If this occurs, you will be appraised fully of the cost involved and a signed authority will be obtained from you. Our clients have the options to pay for our services by means of a fee which will be agreed prior to any work being undertaken.

### **Mortgage undertakings**

Ken Regan Financial Services Ltd T/a Blue Sky Mortgages holds a letter of appointment from Blue Sky Mortgages Limited and Haven Mortgages Ltd.

Blue Sky Mortgages Limited holds letters of appointment with the following lenders:

**Permanent TSB, Haven Mortgages, Dilosk Ltd. (ICS) & Finance Ireland.**

### **Mortgage Fees**

Ken Regan Financial Services Ltd may charge a fee for mortgage applications. The fee for mortgage customers can range from €300 to €500 depending on the application. There is no charge for our initial mortgage meeting and the €300 - €500 fee only applies to application stage. This fee is non-refundable and is not in any way indicative of mortgage or loan approval as each mortgage application is subject to the individual lenders credit policy and underwriting criteria.

### **Insurance undertakings**

Ken Regan Financial Services Ltd T/a Blue Sky Mortgages holds appointments with the following product providers: **Allianz Plc, Aviva Life & Pensions Ireland Ltd, Royal London, Irish Life Assurance Plc, New Ireland, Standard Life and Zurich Life.**

## **Life Assurance, Pensions & Investment Fees**

Typically we are remunerated by commission however, in certain circumstances and agreed in advance we will charge an advisory fee of €150 per hour and an administration fee of €70 per hour.

## **Remuneration**

Ken Regan Financial Services Ltd may receive commission and other payments from the product producer to whom orders are transmitted. Summary details of these payments will be included in a product information document, which you are legally entitled to receive before the application for a product is completed, and full details will be included in your 'coolingoff' letter. Our clients have the options to pay for our services by means of a fee which will be agreed prior to any work being undertaken.

In the case of life assurance, pensions and investments where our firm is not in receipt of commission, may charge a service fee, agreed with clients, depending on complexity of the transaction, time spent and nature and extent of the transaction. Our fees are charged as follows:

Advisor fees:	€200 per hour
Support Staff	€150 per hour

All fees are agreed with the client in advance. We also offer all clients the option to pay in full for our services by means of a fee.

Where we receive recurring commission, this forms part of the remuneration for initial advice provided. This fee typically varies from a minimum of 0.25% to 0.5% and applies to investment and pension products.

## **Conflicts of Interest**

It is the policy of this firm to avoid any conflict of interest when providing business services to its clients. However, where a conflict may arise we will advise you of this in writing before proceeding to provide any business service. If you have not been advised of any such conflict, you are entitled to assume that none arises.

## **Data Protection**

The firm complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 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 and as outlined in our Privacy Notice which is given to all clients at the time of data collection, our privacy notice is also available on our website. You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at [info@reganfinance.ie](mailto:info@reganfinance.ie) if you have any concerns about your personal data.

**Failure to pay or default**

We regret that credit cannot be extended to clients in respect of premiums, initial, renewal or additional. Initial or first premiums must be paid at inception of cover and renewal premiums before the policy renewal. The Product Provider will advise you that your cover will lapse or will be cancelled. Please refer to policy documents or policy terms and conditions for details. We will exercise our legal right to obtain any monies owed to our firm from our clients.

**Complaints Procedure**

Any complaint that you may have in relation to the business services provided should be made in writing to the firm outlining the nature of your complaint. Any such complaint will be acknowledged within 5 days. The complaint will be fully investigated and a full response will be provided to you. We aim to provide this response not later than 40 business days from receipt of your complaint. In the event that you remain dissatisfied with the firm's handling and response to your complaint you are entitled to refer your complaint to the Financial Services Ombudsman's Bureau.

**Compensation Scheme**

Ken Regan Financial Services Ltd is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998. The legislation provides for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to clients of firms covered by the Act. However you should also be aware that a right to compensation would only arise where money or investment instruments held by this Company on your behalf cannot be returned either for the time being or for the foreseeable future and where the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss which is recognised as being eligible for compensation, or €20,000.

**Duty to Disclose**

It is your duty to provide complete and accurate information for insurers when arranging an insurance policy and to Financial Institutions when applying for mortgage finance. Failure to disclose any material information could invalidate your insurance cover which may render your policy void and invalidate a claim.

**Regular Reviews**

It is in your best interest that you review your policies on a regular basis to ensure they continue to meet your needs. As your circumstances change, your needs will change to, therefore, it is in your best interest to advise us of these changes and request a review of your relevant policies. Failure to inform us of changes in circumstances or request a review may result in you having insufficient insurance cover and/or inappropriate investments.