

# Terms of Business

Liam D. Ferguson, trading as Ferguson & Associates  
Version 3.12 – Effective from March 2012 until further notice

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

Liam D. Ferguson t/a Ferguson & Associates (hereinafter referred to as Ferguson & Associates) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005; as a Multi-Agency Intermediary/Authorised Advisor 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

Ferguson & Associates 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

Ferguson & Associates is a member of the Professional Insurance Brokers Association (PIBA). As a member of PIBA we must be in a position to place insurance with at least five insurers of the relevant form (life/non-life) 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 life & pensions/mortgages/general insurance products. A full list of insurers, product producers and lending agencies with which we deal is included in Appendix 1 of this letter.

## 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,
- cost, and
- any other relevant consideration.

### Life & Pensions

Ferguson & Associates provides life assurance and pensions 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 Income Protection and Specified Serious Illness policies.

Specifically on the subject of Income Protection 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 Specified Serious Illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

### Mortgages

Through the lenders or other undertakings with which we hold an agency, Ferguson & Associates 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, commercial and investment property.

Ferguson & Associates provides mortgage advice on a fair analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available on the market to

enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs).

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.

### Deposits

Ferguson & Associates arranges deposits on a limited analysis basis (providing services on the basis of a limited number of contracts and product producers available on the market). We have two agency agreements for household insurance with EBS Limited and Irish Life & Permanent plc t/a Permanent TSB and cannot place deposits with, or advise on deposits products from any other company.

### Non-Life

Ferguson & Associates provides household insurance on a limited analysis basis (providing services on the basis of a limited number of contracts and product producers available on the market). We have one agency agreement for household insurance with Aviva Insurance Europe SE and cannot place non-life insurance with, or advise on non-life products from any other company.

However, we have an agreement with Pike Insurance Services Limited, who are non-life insurance brokers, offering household and other general insurances (e.g. motor, commercial, public liability, employer liability, travel insurance etc.) on a Fair Analysis basis from a range of companies. With your consent, we can pass your details to Pike Insurance Services Limited in order that they may provide a quote for your Non-Life business. We may receive a commission from Pike Insurance Services Limited for such referrals.

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 the renewal date and when we receive your instruction. You have the right not to avail of this service.

### Disclosure of Information

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

### Remuneration

Ferguson & Associates is remunerated by commission and other payments from product producers, deposit firms or lenders on the completion of business. Alternatively, we will charge for certain services by means of a fee. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. We reserve the right to charge additional fees if the commission payable for a particular transaction is insufficient to cover our costs for that transaction. However, we will agree such fees in advance of commencing any chargeable work.

In certain circumstances, it will be necessary to charge a fee for services provided. Our standard fee is €250.00 per hour for life, pensions, PRSAs, investment, mortgage & non-life business, however we reserve the right to alter this depending on the specific requirements of the request. In circumstances where fees are chargeable, we will notify you in writing in advance and agree the scale of fees to be charged. If we need to obtain professional services from a third party to complete your request, e.g. legal or tax advice, any fees to such third parties will be payable by you. However, they will be agreed in advance.

### Mortgages

We may receive between 0.35% and 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. 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.

If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through our firm, we may charge you an arrangement fee of 0.25% of the loan amount, with a minimum of €250.00 for our services.

### 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 Ferguson & Associates 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

Ferguson & Associates 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

Ferguson & Associates 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/or 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 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 advise us in writing or by e-mail.

## 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 Ferguson & Associates 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.

#### **Professional Indemnity Insurance**

For your protection, Ferguson & Associates carries Professional Indemnity Insurance with a sum insured / limit of indemnity of €1,500,000.00.

Appendix 1.

Product producers from which Ferguson & Associates holds written letters of appointment to act as an intermediary.

Name of Product Provider (Life Assurance, Pensions & Income Protection)
AXA Financial Limited
Aviva Life & Pensions Ireland Limited
Caledonian Life (The Royal London Mutual Insurance Society Limited, trading as Caledonian Life)
Canada Life Assurance (Ireland) Limited
Dentists' Provident Society Limited
DG Mutual (The Dentists' & General Mutual Benefit Society Limited)
Friends First Life Assurance Company Limited
Independent Trustee Company Limited
Irish Life Assurance plc
New Ireland Assurance Company plc
Phoenix Life Limited (formerly Scottish Provident - no longer accepting new business)
Standard Life Assurance Limited
Wealth Options Limited
Zurich Life Assurance plc

Name of Product Provider (Mortgages & Finance)
AIB Bank
ICS Building Society
KBC Homeloans Ltd

We also have agency appointments with the following firms :
Howth Financial Services Ltd. Patricia Foskin t/a Foskin Mortgage & Finance
These agency agreements offer us access to the following lenders: - Permanent TSB Bank of Scotland (Ireland) Ltd. (no longer accepting new business) Haven Mortgages EBS Limited

It should be noted that some of the above lenders occasionally offer mortgage products, rates or offers directly to customers that are not available through brokers.

Name of Product Providers (Deposits)
Irish Life & Permanent plc t/a Permanent TSB
EBS Limited
Leeds Building Society (Ireland)

Name of Product Provider (General Insurance)
Aviva Insurance Europe plc.



FINANCIAL REGULATOR  
*Rialtóir Airgeadais*

PO Box No 9138 T +353 1 410 4000  
COLLEGE GREEN, F +353 1 410 4900  
DUBLIN 2, IRELAND www.financialregulator.ie

## **Certificate of Registration**

**Registration No: 7131**

Liam D. Ferguson trading as Ferguson & Associates is registered to undertake insurance mediation under the European Communities (Insurance Mediation) Regulations, 2005.

Liam D. Ferguson  
Trading as Ferguson & Associates  
2 Jamestown Park  
Ratoath  
Co Meath



**For and on behalf of the Irish Financial Services  
Regulatory Authority:**

**Signed:** Kathleen Murphy

**Signed:** Fiore Strain

**CENTRAL BANK  
OF IRELAND**

**BANC CEANNAIS  
NA HEIREANN**

PO Box No 559  
Dame St. Dublin 2

Telephone 353-1-871 6666  
Telex 31041. Fax 353-1-871 6561

## **INVESTMENT INTERMEDIARIES ACT, 1995**

### **Statement of Authorised Status**

LIAM DENIS FERGUSON, trading as FERGUSON & ASSOCIATES, is authorised as a Restricted Activity Investment Product Intermediary, under the Investment Intermediaries Act, 1995 (as amended).

LIAM DENIS FERGUSON, trading as FERGUSON & ASSOCIATES, is authorised to:

receive orders in investment instruments and transmit those orders to product producers from whom a written letter of appointment is held, and

give investment advice in relation to investment instruments available from those product producers from whom a written letter of appointment is held.

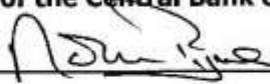
LIAM DENIS FERGUSON, trading as FERGUSON & ASSOCIATES, may accept cash or cheques/bank drafts from clients payable to the firm only where:

- (i) an insurance undertaking has invited renewal of a policy of insurance, or
- (ii) a proposal for insurance has been accepted by an insurance undertaking.

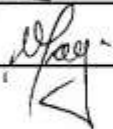
In all other circumstances cheques/bank drafts or other payment instruments must be made payable to the product producer.

**For and on behalf of the Central Bank of Ireland:**

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



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





Banc Ceannais na hÉireann  
Central Bank of Ireland  
Eurosystem

**Reference No: C7131**

The Central Bank of Ireland, in accordance with the provisions of Section 116 of the Consumer Credit Act, 1995 (as amended) and Section 33C of the Central Bank Act, 1942 (as amended) hereby authorises **Liam D. Ferguson** whose principal place of business is

**2 Jamestown Park, Ratoath, Co. Meath**

to engage in the business of being a Mortgage Intermediary under the name(s) of:

**Liam D. Ferguson t/a Ferguson & Associates**

on behalf of the following undertaking(s)

**Howth Financial Services Limited,  
ICS Building Society,  
KBC Bank Ireland plc,  
Patricia Foskin,  
AIB Mortgage Bank**

This authorisation is valid for a period of 5 Years commencing on 29 September 2011

For and on behalf of the Central Bank of Ireland:

Signed: John Coughlin

Signed: Sean Hawahan

