



Tried, trusted & experienced advice.

Financial Limited 4 Dr Croke Place, Clonmel, Co. Tipperary. t: 052 6129487 f:052 6129497 email: foh@foh.ie  
web: [www.foh.ie](http://www.foh.ie)

FOH Financial Limited is regulated by the Central Bank of Ireland

Company Reg number: 441803 Directors: Frances O'Hanlon & Gary O'Hanlon Place of reg: Cloneen Clonmel Co Tipperary

## TERMS OF BUSINESS STATEMENT - FOH Financial Limited.

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

FOH Financial Limited (C47740) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018 ; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 and as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995, and as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and as a Debt Management Firm authorised under Part V of the Central Bank Act 1997 (as amended by the Central Bank (Supervision and Enforcement Act 2013) for the provision of debt management services. 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 0818 681 681 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

### Codes of Conduct

FOH financial Ltd 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

FOH Financial Limited is a member of Brokers Ireland.

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.

FOH Financial Limited has multiple agencies and we offer broad & extensive advice:

The principal regulated activities of the firm are provided on a fair & personal analysis of the market; and

- You have the option to pay in full for our services by way of a fee.

### Fair and Personal Analysis

The concept of fair and personal analysis 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 and personal 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.

## Sustainability Factors - Investment/IBIPS/Pension Advice

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, we do not assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation to the products proposed/advised on. This means that we do not assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

### Considering Principal Adverse Impacts on sustainability factors in the advice:

When providing advice on insurance-based investment products ('IBIPs') or investment advice we do not consider the impacts of our advice that result in negative effects on sustainability factors (namely environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters), because currently there is limited relevant products on the market which meet these criteria. The area of sustainability is relatively new and as the issue progresses, we will review our position annually, in January.

### Impact on Return

We have not assessed the likely impacts of sustainability risks on the returns of *Investment/Pensions* since we have not been able to identify any sustainability risks that are relevant. For greater detail please refer to the information contained provided by the various Investment or Product providers

### Investment Intermediary Services (Articles 3 Services)

We are remunerated by commission &/or fees for our Investment Intermediary Services

### Insurance Based Investment Products

We are remunerated by commission &/or fees for the advice we provide on our Insurance Based Investment products

### Life & Pensions & Wrapped Investments

FOH Financial Limited provides life assurance, pensions and investments on a fair and personal 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.

### Mortgage Repayment Protection Cover

FOH Financial Limited provides Mortgage Repayment Protection cover a limited analysis basis (providing services on the basis of a limited number of contracts and product producers available on the market). We provide advice on the following product providers: • Assurant

### Mortgages

Through the lenders or other undertakings with which we hold an agency, FOH Financial Limited 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.

FOH Financial Limited 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 on our request.

### Debt Management Services

The firm provides debt management services. We provide specialist mortgage advisory re-structuring services in relation to residential, buy to let and commercial mortgage debt and unsecured debt. This service includes but is not restricted to: consultations, documentation review, drafting of correspondence and lender representation

## Clawback

If we receive commission from a product provider but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that is equal to 100% of the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

## Statement of Charges

FOH Financial Limited may earn our remuneration on the basis of a fee, commission and other type of remuneration including a non-monetary benefit or on the basis of a combination of these methods. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients.

You may choose 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 and ongoing review/advice. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance/review of your Pension/investment completed through us exceeds 1 hour, in relation to other areas of advice our normal hourly rate will apply in such instances.

A summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which we have agreed with product providers is available on our website [www.foh.ie](http://www.foh.ie)

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below for life, pensions & investments, non-life business and Standard PRSAs. In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below. Where it is not possible to give the exact amount, we will provide you the method of calculation of the fee.

If we receive commission from a product provider, this will be offset against any subsequent fee we may charge you, beyond the initial consultation fee already charged. Where the commission is greater than the fee due, the commission may become the amount payable to the firm unless an arrangement to the contrary is made.

## VAT

In certain circumstances the fees we charge may be Vatable depending on the service requested, should VAT (currently 23%) apply to your fee we will outline this to you at our meeting before you proceed.

## Life & Pension, Pensions, PRSA's, General Advice/Reviews

Please note that we charge all clients an upfront Initial Consultation fee of €175, which is payable on the day, and the following options will then be available to you depending on what you want us to do for you next.....

Additional Fees will be payable for specific cases, including reviews, assessments, recommendations, or to reflect value, specialist skills or urgency. Our set rate for Standard reviews is €500 payable up front. For more complex cases possibly with multiple areas to review this may increase up to a maximum of €1000.

For Pension review cases such as Defined Benefit/Defined Contribution/AVC assessments, QROPS, Access plans, we will charge a fee of ....

- €750 per Pension Assessment

For multiple Pensions this fee may be €750 per Pension, to a maximum of €1000 per pension depending on the level of work & the complexity. You will be advised if this fee applies to you at the end of our initial consultation, or as we discover same and subsequently in writing.

From here.... We are remunerated for the business services we offer you our client in a number of ways:

- by the product producers with whom we place business in the form of a commission payment and/or Where we receive recurring commission, this forms part of the remuneration for initial advice provided. And/or
- If we receive commission from a product provider, this will be offset against any fee charged in excess of the initial consultation & assessment fee (see below). 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.

## OR

- Fee Only - In addition to our initial consultation & assessment fees, you may choose to pay for our subsequent services or product arrangement in full, by means of a fee only, which will be agreed with you on a case-by-case basis and in advance in writing, please note our hourly rate and minimum/maximum fee per specific area of business as outlined below

Principles / Directors €250 per hour

Senior Advisers €150 per hour

Support staff €60 per hour

Please note the following minimum/maximum fees apply –

- Pension/PRSA etc - Minimum of €750 fee per application or a maximum of 1% of the amount invested, whichever is greater
- Investments - Minimum of €750 fee per application or a maximum of 1% of the amount invested, whichever is greater

Regardless of your decision as to how we will be remunerated we will always opt to include a renewal/trail fee into your management fee, varying from 0.25% to 0.5% of your overall fund value, which is paid to us by the provider deducted directly by them from your pension/investment. We charge this for the ongoing review of your Pension &/or Investment. If you would prefer to pay this by fee as well, this will be calculated per Pension &/or Investment as per our hourly rate outlined above.

Note: Any subsequent fees beyond the Initial Consultation, such as Assessment, Case Assessment & Engagement fee, which must be paid up front as outlined, ongoing fees will be invoiced monthly in arrears and any unpaid invoices, outside the time frame allotted, may result in us being unable to carry any further work on your case, unless otherwise agreed by us.

### **Mortgages**

Please note that we charge all clients an upfront Initial Consultation fee of €175, which is payable on the day. Besides the initial consultation fee, the following fees may also apply to you depending on what you want us to do for you next.....

Next steps...

If you want to proceed with your Mortgage through us, we charge a Mortgage Assessment fee of €500, which is payable upfront, and is non-refundable. This is not in any way an indication of Mortgage/Loan approval.

From here....

We are remunerated in different ways-

On successful drawdown of your Mortgage we may receive up to 1% commission (or whatever maximum is applicable) of the loan for arranging mortgage finance. This commission is paid by the mortgage lender.

The actual amount of commission will be disclosed at a later stage in the ESIS (European Standardised Information Sheet) which will be forwarded to you. Information on the variation in levels of commissions payable by the different creditors providing credit agreements being offered are available on request.

### Further fees that may apply to you

If your Mortgage is less than €100,000 at point of drawdown/final drawdown we will charge an additional fee of €750

&/OR

If your Mortgage Application proves more complex and time consuming than initially anticipated, we will charge you a further processing/arrangement fee of €750 for our services in addition to the €500 assessment fee already paid.

&/OR

After the initial Mortgage Assessment as outlined above, if we proceed to prepare a Loan application on your behalf and you subsequently do not proceed with your mortgage application through our firm, we will charge you a further processing/arrangement fee of €750 for our services in addition to the €500 Mortgage assessment fee already paid.

### Subject to a maximum of €1,250 after the initial Consultation fee should all the above circumstances apply

In the event you want us to assess & package a Mortgage & liaise with a lender directly with whom we do not have an agency, and as we will not be paid a commission by them, we will charge you a fee of 1% maximum of the final drawdown amount of the mortgage in addition to the €500 assessment fee already paid.

&/OR

After the initial Mortgage Assessment/packaging as outlined above, if we proceed to prepare a Loan application on your behalf and you subsequently do not proceed with your mortgage application through our firm, we will charge you a further processing/arrangement fee of €600 for our services in addition to the €500 Mortgage assessment fee already paid.

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.

Our fee will be notified to the lender who will include this fee into the calculation of the APRC (Annual Percentage Rate Charge). Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency.

We are happy to review your Mortgage if requested by you after drawdown and such services will be charged at our hourly rate €150 per hour unless otherwise agreed.

### Debt Management Services fees

Please note that we charge all clients an upfront Initial Consultation fee of €175, which is payable on the day, and the following fees may also subsequently apply....

- Step 2 - Case Assessment Fee €1250 up front PLUS
- Step 3 – Proposal Fee €250 per Creditor up front Plus
- Creditor Engagement/Negotiation Fee €150 per hour thereafter PLUS
- If we secure a write down or discount on your overall debt we may charge up to 1% of the overall sum involved as a further fee, this will be finalised when the deal/terms are secured in writing from the Bank/Creditor at which point we will notify you in writing.
- Where travel is involved to meet with you, our client or on your behalf with Creditors etc. mileage/travel rates will be charged by us as per Revenue Guidelines see [www.http://www.revenue.ie/en/tax/it/leaflets/it54.html](http://www.revenue.ie/en/tax/it/leaflets/it54.html)  
<http://www.revenue.ie/en/tax/it/leaflets/it51.html>
- See full and expanded details in our Initial Letter under Provision 13.2 Consumer Protection Code 2012? and as reiterated in our Assessment Pack, specifically applicable to this area of advice.

#### Note:

Any subsequent fees beyond the Initial Consultation, Case Assessment & Engagement fee, which must be paid up front as outlined, ongoing fees will be invoiced monthly in arrears and any unpaid invoices, outside the time frame allotted, may result in us being unable to carry any further work on your case, unless otherwise agreed by us.

### Complaints Procedure

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made, in writing or by email. We will acknowledge your complaint within 5 business days, and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and, the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. 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 and Pensions Ombudsman. A full copy of our complaint's procedure is available on our website [www.foh.ie](http://www.foh.ie) or available in hardcopy on request .

### 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. A full copy of our conflicts of interest policy is available on request.

### Ongoing Suitability

#### Investments

This firms' services do not include ongoing suitability assessments unless at face to face reviews which we encourage our clients to do at least annually or unless otherwise requested or prompted by you.

#### Insurance Based Investment Products

This firms' services do not include ongoing suitability assessments unless at face to face reviews which we encourage our clients to do at least annually or unless otherwise requested or prompted by you.

#### 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, which may result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to insure you are provided with up to date advice and products best suited to your needs.

FOH Financial undertake to review our clients Pensions, Investments etc at least annually and we write to our clients to prompt them to meet us as part of this review process which we encourage all our clients to avail of. Should you require a more frequent review we will endeavor to accommodate your request and outline what extra fee &/or what fund-based renewal commission increase that will apply, in excess of the 1 hour we allot to such reviews.

## Commercial Customers: Non-Consumers

### Disclosure of Information

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

### 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 of 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 purpose 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.

### Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC)

We are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). 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.

### Failure to Pay or Default

We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for services provided. In particular, without limitation to 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

### Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. FOH Financial Limited is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice; this will be given to all our clients at the time of data collection. We will ensure that this Privacy Notice is easily assessable. Please refer to our website (<http://www.foh.ie/Additional-Information/Privacy-Notice>) if this medium is not suitable, we will ensure you can easily receive a copy by hard copy, or telephonic environment. (pre-recorded).

Please contact us at [foh@foh.ie](mailto:foh@foh.ie) if you have any concerns about your personal data.

## New Consumer responsibilities arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers.

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the ‘average consumer’<sup>1</sup>.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

### **Completed proposal forms/statement of fact**

Completed proposal forms or Statements of Facts will be provided to you. These are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

### **New Business & Renewal**

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 ( [S.I. No. 485 of 2015](#) ) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 ( [S.I. No. 853 of 2004](#) ) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right to cancel does not apply where, in respect of life insurance the contract is for a duration of six months or less

You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.

An insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an “alteration of risk” clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

Any clause in a contract of insurance that refers to a “material change” will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the both you and the insurer when the contract was concluded.

You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).

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<sup>1</sup> Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.

If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and it will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

<sup>1</sup> Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.

### Privacy Policy

Here at FOH Financial Limited we take your privacy seriously and will only use your personal information to provide the products and services you have requested from us.

However, from time to time we would like to contact you with details of other products/services/offers relative to what you have through us already, such as a Mortgage, Pension, Protection, Investment, Deposit etc, we provide. If you consent to us contacting you for this purpose, please tick to say how you would like us to contact you: \* Even if you do subscribe now you can unsubscribe at any time

Post  Email  Telephone  Text message  Automated call

I/We AGREE

\_\_\_\_\_ Signature:

\_\_\_\_\_ Signature: \_\_\_\_\_ Date:

**OR**

Please do not contact me

### Retention of Records

As I am not currently a client of the firm, if I choose not to proceed with a product now, I agree that the firm may keep my records for up to 12 months.

I consent

I do not consent

### Terms of Business Acknowledgement

**FOH Financial Ltd** (the Company) is regulated by the Central Bank of Ireland.

### Terms of Business

Above are the Company's Terms of Business, which outline the basis on which we provide services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you.

I/We hereby acknowledge receipt of the Terms of Business leaflet for FOH Financial Ltd and accept same as outlined.

\_\_\_\_\_ Signature:

\_\_\_\_\_ Signature: \_\_\_\_\_ Date:



**Financial  
Limited**

Do you have what you need?

Do you need what you have?

**MORTGAGES:**

Personal Mortgages  
1st Time Buyers  
Construction/Direct Labour  
Mortgages  
Equity Release  
Restructuring  
Commercial Mortgages  
Investment Mortgages

**SAVINGS:**

Lump Sum Investments  
Regular Savings  
Education Plans

**PENSIONS:**

Pensions – Personal &  
Executive  
Group Pensions  
PRSA's  
AVC  
ARF/AMRF

**GENERAL FINANCIAL ADVICE**

Full Financial Review  
Budgeting Services  
Future Planning  
Wealth Management  
Business Review

**PROTECTION:**

Life Cover  
Mortgage Protection  
Serious Illness Cover  
Accident Cover  
Income Protection  
Mortgage Repayment Protector

**DEBT MANAGEMENT**

4 Dr Croke Place, Clonmel, Co. Tipperary.  
t: 052 6129487 f: 052 6129497 e-mail: foh@foh.ie  
website: www.foh.ie

**Tried Trusted & Experience Advice**



## Privacy Notice

**FOH Financial limited** is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights.

For the purposes of the GDPR the data controller is **FOH Financial limited** Our contact details are

- 4 Dr Croke Place , Clonmel, Co Tipperary E91 E651
- Telephone: 052-6129487
- Email: [Foh@foh.ie](mailto:Foh@foh.ie)

When we refer to we/us, we mean **FOH Financial limited**

Please read this Privacy Notice carefully as this sets out the basis on which any personal data, we collect from you, or that you provide to us, will be processed by us.

### Who are we?

**FOH Financial Limited** is committed to respecting and protecting your privacy and would like you to feel safe when you give us your personal details. We will always clearly identify ourselves in correspondence and on our website. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions/mortgages/Investments/Debt Management etc. To provide you with relevant information, respond to your requests we sometimes request that you provide us with information about yourself.

Our Data Protection Officer can be contacted directly here:

- Name : Frances O'Hanlon
- Email address : [FOH@FOH.IE](mailto:FOH@FOH.IE)
- Phone number : 052-6129487

### How do we collect your information and what information do we collect?

The personal information we collect varies depending upon the nature of our services. We will endeavour to provide you with an overview of those categories of personal data our organisation collects and our purpose for using that data.

### Our organisation collects personal data in the following ways, if you:

- request a service from us; *ask us to arrange a Mortgage or Pension etc*
- register with or use any of our websites or online applications;
- use our website/apps and it installs cookies or other tracking technologies onto your device.
- engage with us on social media;
- contact us with a complaint or query;
- apply for a position with us;

## What information do we collect?

The information we collect about you includes the following:

1.	<b>Contact and Identifying information</b> , e.g., name, address, contact details; email, mobile, landline
2.	<b>Unique identifiers e.g.</b> <ul style="list-style-type: none"><li>• PPS number – the reason why we collect your PPS number is <i>as required by providers for investments , pensions , mortgage application - income details</i></li><li>• pension scheme reference number- the reason why we collect this is to assess or possibly access this on your behalf in time or when you might change the agency to us</li><li>• insurance policy numbers, the reason why we collect this is to assess or possibly access this on your behalf in time or when you might change the agency to us</li></ul>
3.	<b>Demographic details</b> , age, gender, marital status, lifestyle, and insurance requirements; date of birth, dependents, photo ID, Credit history re Central Credit register as well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. E.g., your children/spouse
4.	<b>Family and Beneficiary Data, e.g.</b> , dependants, next of kin or nominated beneficiaries, Power of Attorney, Enduring Power of Attorney. Details of Solicitor/Tax Advisor/Accountant.
5.	<b>Employment information e.g., role, employment status (such as full/part time, contract), salary information, employment benefits, and employment history.</b> <i>This information is necessary for our Fact Find with our clients.</i>
6.	Publicly available sources: e.g., Information about you in the public domain such as Director information from the Companies Registration Office & RIP.ie
7.	<b>Health information</b> such as information about your health status, medical records and medical assessment outcomes; We collect medical information relating to personal habits (e.g., smoking and consumption of alcohol), medical history. We may also process certain special categories of information, for example information about your personal characteristics (biometric information) or disability information, claims history
8.	<b>Pensions and Insurance Benefits information</b> such as current benefits, pension entitlement information, date of retirement and any relevant matters impacting your benefits such as voluntary contributions, PAO
9.	<b>Financial details</b> e.g., bank account details, details of your credit history and bankruptcy status, salary, tax code, third-party deductions, bonus payments, benefits and entitlement data, national insurance contributions details
10.	Claims Data (From you and any relevant third parties) such as Life companies & Banks
11.	<b>Online information:</b> e.g., information about your visits to our websites;
12.	<b>Events information</b> e.g., information about your interest in and attendance at our events, including provision of feedback forms;
13.	<b>Searches</b> that we undertake in relation to sanctions, money laundering and credit checks. <i>Via our CRM provider Money Advice</i>

When our organisation collects sensitive personal data as defined within the GDPR we will ensure that we require this information, and we have your explicit consent and/or authorisation prior to our collection. Please see the further information contained in this Privacy Notice that outlines special categories of personal data.

### Information we automatically collect.

We sometimes automatically collect certain types of information when you visit our websites and through e-mails when we communicate with you. Automated technologies may include the use of web server logs to collect IP addresses, "cookies" and web beacons. Other cookies such as functional cookies, marketing cookies and analytical cookies will only be used with your expressed consent. Further information about our use of cookies can be found in our Cookie Notice at the footer of our web page. <https://foh.ie/privacy-policy/>

### How do we use your personal data?

Your Personal Data will be used to enable us to fulfil our contractual obligations in relation to your request for insurance, investment, protection, pension products, independent financial advice, quotes.

1.	<b>Performing services for our clients and prospective clients</b> – when you require insurance/investment products, we use your data to enable us to provide the required product
2.	<b>Statutory and other regulatory requirements</b> – we are required to carry out various obligations which include: <ul style="list-style-type: none"><li>• AML/Sanction checking</li><li>• Knowing your customer “Fact Find”</li><li>• Adherence to the Consumer Protection Code</li></ul>
3.	<b>Communicate and marketing to you</b> – <i>Whilst we do not market to our clients generally , we will sometimes write on information matters/opinions that are important or relevant to you your investment with us , which we will do by letter, email , text or phonecall depending on the situation</i>
4.	<b>Process claims</b> – <i>In the event of a claim we contact the relevant company for their standard claim form in this circumstance which we will then ask you to complete. We will forward same to the relevant company by secure email or post along with any supporting documentation &amp; continue to follow up by email &amp; post until the matter is concluded for you</i>
5.	To contact you if required or to respond to any communications that you might send to us.
7.	Carry out our obligations arising from any contracts entered between you and us and to provide you with the information, products and services that you request.
9.	Provide professional services
10	Handling complaints
11	To notify you about changes to our service

## Legal Basis

We need to ensure that we process your personal data lawfully. We rely on the following legal grounds to collect and use your personal data

<b>Performance of a contract</b>	When we enter a contract with you, we will collect and use your personal data to enable us to fulfil that service.
<b>Legal obligation</b>	The use of some of your personal data is necessary for us to meet our legal obligations e.g., pension contributions for Revenue Certificates, Regulatory purposes to the Central Bank or if obliged by Court order
<b>Consent</b>	<p>Sometimes we may rely on consent as a legal basis for processing your information. For example, we rely on consent to collect and use personal data for any medical history . This is used when we need to assess risk relating to an insurance policy for you, or adverse Credit history if we are trying to negotiate new lending or negotiate a settlement on existing debt. We share this information with other third parties where it is necessary to manage these services provided to you – these services include insurance underwriters, reinsurer and other insurance providers.</p> <p>We may also rely on your consent to send direct marketing to you. We will ensure that we present this to you concisely. We will also ensure that we use clear and plain language and if you give us your consent you can withdraw this easily at any time.</p> <p>Sometimes if you refuse to provide information that we reasonably require to provide the services, we may be unable to offer you the services and/or we may terminate the services provided with immediate effect.</p>
<b>Legitimate interests</b>	Where we rely on this legal basis to collect and use your personal information, we shall take appropriate steps to ensure the processing does not infringe the rights and freedoms conferred to you under the applicable data privacy laws.

If you require further information on any of the above basis for processing your data, we can provide you with further details.

## How we share your data

When required, we may make your information available to third parties with whom we have a relationship, where that third party is providing services on our behalf. We will only provide those third parties (data processors) with information that is necessary for them to perform the services. We will take measures to protect your information, such as putting in place Standard Contractual Clauses and confidentiality agreements.

1.	<b>Insurance Partners</b> where we need to manage the services provided to you such as Product Providers and insurance underwriters. You can refer to their privacy statements on their website for more information about their privacy practices.
2.	<b>Vetting and risk management agencies</b> such as credit reference, criminal record, fraud prevention, data validation and other professional advisory agencies, where necessary to prevent and detect fraud in the insurance industry and take steps to assess the risk in relation to prospective or existing insurance policies and/or the services.
3.	<b>Legal advisers, loss adjusters, and claims investigators</b> , where necessary to investigate, exercise or defend legal claims, insurance claims or other claims of a similar nature;
4.	<b>Medical professionals</b> , e.g., where you provide health information in connection with a claim against your insurance policy; or when we are providing a quote for insurance.
5.	<b>EU Law enforcement bodies</b> , when required to do so by law and/or regulation, or another legal request.
6.	<b>Public authorities, regulators and government bodies</b> , where necessary for us to comply with our legal and regulatory obligations, or in connection with an investigation of suspected or actual illegal activity;
7.	<b>Third-party processors:</b> We outsource our processing operations to suppliers that process personal information on our behalf. Examples include IT service providers who manage our IT and back-office systems and telecommunications networks, and accounting and payroll providers, CRM providers. <i>EG: Solve IT , Money Advice , Syscom</i>

	These processing operations remain under our control and we have data processing agreements in place with all our third party processors to ensure all processing is carried out in accordance with our security standards and the GDPR.
8.	<b>Internal and external auditors</b> where necessary for the conduct of company audits or to investigate a complaint or security threat.
9.	On the sale or reorganisation of our business whether by asset or share disposal or other transaction relating to our business.

## Transferring personal data outside of Ireland

Where we transfer personal data to a country outside of the EEA (referred to in the GDPR as ‘third country,’) we will ensure it is done lawfully, i.e. there is an appropriate “level of protection for the fundamental rights of the data subjects”. We will therefore ensure that either the EU Commission has granted an adequacy decision in respect of the third country, or appropriate specified safeguards have been put in place, (e.g., Binding Corporate Rules (BCRs) or Standard Contractual Clauses (SCCs)).

If we share data with any provider located in the UK. The EU Commission adopted adequacy decisions for transfers of personal data to the UK. This means that the EU accepts that the UK data protection regime is substantially equivalent to the EU regime and allows personal data to be transferred freely from the EEA to the UK. Therefore, the UK is not deemed a third country.

If we share your data with any provider located in *any country outside of the EEA*. There is no finding of adequacy of the transfer of data from Ireland to any *country outside of the EEA*. In the absence of an adequacy decision the GDPR allows the transfer if the controller or processor has provided appropriate safeguards. These safeguards include Standard Contractual Clauses (SCCs). We, the data controller must abide by the SCCs as well as the Recommendations adopted by the European Data Protection Board on measures that supplement the SCCs which will ensure the level of protection provided for within the GDPR.

## Security

The security of your personal data is important to us, we have implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk. We have processes in place to protect your personal data from loss, unauthorised access, misuse, alteration and destruction.

## Retention

**FOH Financial limited** shall not keep personal data in a form that permits identification of data subjects for a longer period than is necessary.

**FOH Financial limited** may store data for longer periods if the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the implementation of appropriate technical and organisational measures to safeguard the rights and freedoms of the data subject.

Personal data will be disposed of securely.

## Data Subjects Rights:

**FOH Financial limited** will facilitate your rights in line with our data protection policy and the [Subject Access Request procedure](#). This is available on request.

## Your rights as a data subject

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- **Right of access** – you have the right to request a copy of the information that we hold about you.
- **Right of rectification** – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- **Right to be forgotten** – in certain circumstances you can ask for the data we hold about you to be erased from our records. (The erasure of such data will be dependent on our other legal obligations, and whether the data is subject of legal privilege).
- **Right to restriction of processing** – where certain conditions apply to have a right to restrict the processing.
- **Right of portability** – you have the right to have the data we hold about you transferred to another organisation.
- **Right to object** – you have the right to object to certain types of processing such as direct marketing.
- **Right to object to automated processing, including profiling.**
- **Right to make a complaint:** if we refuse your request under rights of access, we will provide you with a reason as to why.

All the above requests will be forwarded on, should there be a third party involved, as we have indicated in the processing of your personal data.

## Complaints

If you wish to make a complaint about how your personal data is being processed by **FOH Financial limited** or how your complaint has been handled, you have the right to lodge a complaint with our Data Protection Officer

You may also lodge a complaint with the Data Protection Commission (DPC) in Ireland, whose details are:

Data Protection Commission  
21 Fitzwilliam Square South,  
Dublin 2.  
D02RD28  
Web: [www.dataprotection.ie](http://www.dataprotection.ie)  
Email: [info@dataprotection.ie](mailto:info@dataprotection.ie)

See website for updated contact details to reach the appropriate section within the DPC.

## Failure to provide further information.

If we are collecting your data for a contract and you cannot provide this data, the consequences of this could mean the contract cannot be completed or details are incorrect.

When you fail to provide us with information we require to fulfil our obligations to you, we may be unable to offer our services to you.

## Profiling – automatic decision making.

*An example of such text is as follows:*

An automated decision is when we input your personal data into a computer programme and this programme analyses your personal data to provide us with a result. There is no human involvement in the decision making. *An example of this is.... Online underwriting on Protection cases, PEP check , Affordability assessment for Mortgage lending , or Risk Profiler for Investment & Pensions .* If a decision is taken by automated means, you have the right to object to this and ask us to reconsider the service you have asked us to provide. Some further examples of automated decisions that we undertake are listed below.

### *a) Risk Profiling*

*To establish a customer's attitude to investment risk (relates to pensions and investments) advisors have automated calculators which calculate the customers attitude to various levels of risk having answered a series of questions.*

### *b) Establishing affordability and providing quotations for financial services products.*

## Special Categories of personal data

Special categories of data are sensitive in relation to your fundamental rights and freedoms and therefore require specific protection when processed as these could create significant risks to the rights and freedoms of individuals.

If we collect any special categories of personal data, such as health data, we will either obtain your explicit consent or we will adhere to the Data Protection Act 2018. This Act allows us to process special categories of personal data for insurance and pension purposes. We will ensure we have suitable and specific measures in place to safeguard the rights and freedoms of you and the processing of your data. These measures relate to the below:

- a policy of insurance or life assurance,
- a policy of health insurance or health related insurance
- an occupational pension, a retirement annuity contract or any other pension arrangement
- the mortgaging of a property

## Contact Us

Your privacy is important to us. If you have any comments or questions regarding this statement, please contact us **on 052-6129487 or [foh@foh.ie](mailto:foh@foh.ie)**

## Privacy notice/ statement changes

When we update this Privacy Notice/Statement, we will post a revised version online. Changes will be effective from the point at which they are posted. We would encourage you to review our Privacy Notice so that you are aware of updates.

*This privacy policy was last reviewed in **Revised March 2026***



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FOH Financial Ltd is regulated by The Central Bank of Ireland.  
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