

Terms of Business. Version 6 effective from 09th February 2021

Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial are regulated by the Central Bank of Ireland. Registered in Ireland. Registration Number 301741. Registered at 45 Dublin Street, Dundalk, Co Louth. Contact number 0429329333. Email Dundalk@blueskyfinancial.ie. Directors Gary Valentine and Linda Valentine.

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 Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial, 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. 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 to verify our credentials

Code of Conduct: Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial, is subject to the Consumer Protection Code, Minimum Competency Code and Fitness and Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website www.centralbank.ie

Our Services: WE ARE AUTHORISED TO ADVISE ON LIFE ASSURANCE, GENERAL INSURANCE, PENSIONS, INVESTMENTS, DEPOSITS AND MORTGAGES. We also provide non-insurance products such as deposits for which we hold written appointments on a limited analysis basis (Permanent TSB and EBS). Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial, 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.

Insurance Intermediary Services/ Mortgage Intermediary Services: Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial acts as a broker and:

- a) the principal regulated activities of the firm are provided on the basis of a fair analysis of the market; and
- b) you have the option to pay in full for our services by means of a fee.

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 consumer,
- 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.

Investment Intermediary Services: Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial, is remunerated by commission for its investment intermediary services

Life & Pensions: Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial, 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 the 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 the 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.



Non-Life: 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. Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial, can provide advice on and arrange products from the following range: household, motor, commercial, public liability, employer liability, health 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 renewals and when we receive your instruction. You have the right not to avail of this service.

Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial can provide advice on and arrange products from the following range: household, motor, commercial, public liability, employer liability, and travel insurance. (Intermediaries can tailor this to include any extra services offered.) Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial provides general insurance 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).

In some cases we may be granted authority from an insurance undertaking to conduct tasks on their behalf, for which we will be remunerated. Where we place your business with this insurance undertaking under this authority you will be notified in advance of the placement.

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, Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial 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. 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.

Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial 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).



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LIFE



PENSIONS



MORTGAGES

Disclosure of Information

Fees Payable - Details of all fees will be shown on our invoices or renewal papers issued to you.

| FACILITY | MOTOR, MOTOR TRADE & BUSINESS INSURANCE | HOME | TRAVEL |
|-----------------------------|---|-------------------------------|------------|
| Setup | Up to 100% - Minimum €50.00* | Up to 100% - Minimum €50.00* | Up to 100% |
| Renewal | Up to 100% - Minimum €50.00** | Up to 100% - Minimum €50.00** | Up to 100% |
| Cancellation | €50.00 Min. | €50.00 Min. | €50.00 |
| Enforced Cancellation | €50.00*** Min. | €50.00 Min. | €50.00 |
| Temporary Substitution | €15.00 Min. | N/A Min. | N/A |
| Permanent Substitution | €30.00 Min. | N/A | N/A |
| Temporary additional driver | €15.00 Min. | N/A | N/A |
| Permanent additional driver | €30.00 Min. | N/A | N/A |
| Letter of Indemnity | Nil | Nil | N/A |
| Duplicate Documents | €15.00 Min. | €15.00 Min. | Nil |
| Policy suspension | €35.00 Min. | N/A | N/A |
| Home Insurance Amendment | N/A | €35.00 Min. | N/A |
| Change of Address | €15.00 Min. | €15.00 Min. | €15.00 |
| Reinstatement of Finance | €35.00 Min. | €35.00 Min. | N/A |
| Breakdown / Tool Cover | Up to €150.00 Min. | N/A | N/A |
| Re-issue of cheque | Amount equal to bank charge | Amount equal to bank charge | N/A |
| Bank transfer of refund | €30.00 Min. | €30.00 Min. | €30.00 |

* % of the insurance premium and government levies, once you have paid your premium to us or arranged finance for the premium through our finance partners our set up fee is non-refundable.

** % of the insurance premium and government levies, once you have paid your premium to us or arranged finance for the premium through our finance partners our renewal fee is non-refundable.

***We will enforce cancellation of a policy due to, but not limited to non-payment, non-disclosure, provision of incorrect information or where the required documentation is not provided to us within the required timeframe.

In addition, we may earn a non-monetary benefit which we will only accept if it enhances the quality of our service to you our client. For example: attendance at a product seminar or assistance with branding, IT support etc.

In respect of life assurance contracts the company is remunerated by commission which it may at its discretion rebate part thereof to the insured. It is a condition of all policies incepted that the discounted first years premium is paid in full and a completed direct debit form in respect of the second and subsequent years premium (excluding discount) is provided with the application. If the premium is to be paid monthly for the first year it is not possible to avail of the discount. The monthly and annual premium will be displayed by the site.

All quotation indications provided on line are subject to receipt of a satisfactory completed proposal form and acceptance by the insurer. A medical report may be required.



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MORTGAGES

Non-Life Fees: Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial is remunerated by a professional fee for the initial work activity and time spent in seeking the best terms, advice, product and product producer for your specific needs. An administration fee is also charged for the activity involved in the renewal of the policy and also any alterations that take place during and at termination of a policy. Our fees vary depending on line of business as follows: Private Motor:, Household:, Commercial: up to 100% of premium subject to a minimum of €50 per policy to a maximum of 100% per policy.

We are usually remunerated by commission received from the product producers for the work which we perform for them in the sale and distribution of their products; however this is not always the case. The specific commission levels are available on request. Some product providers may also provide annual remuneration in respect of the performance of our overall account. Some product producers do not pay a commission. Where an override commission is received, this will be disclosed to you in general terms. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. If we receive commission from a product provider, this may/will offset against the fee which we will charge you. 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.

Statement of Charges: We may earn our remuneration on the basis of fee, commission and any other type of remuneration, including an economic benefit of any kind offered or given with the insurance contract.

Life and Pensions: We are usually remunerated by commission received from the product producers for the work which we perform for them in the sale and distribution of their products; however this is not always the case. Some product providers may also provide annual remuneration in respect of the performance of our overall account. Some product producers do not pay a commission. Where an override commission is received, this will be disclosed to you in general terms. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. If we receive commission from a product provider, this may/will offset against the fee which we will charge you. 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.

Mortgages We may receive up to 1% 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 commission payable by the different creditors providing credit agreements being offered is available on request.

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.

Ongoing Suitability

Investments: Ongoing suitability assessments form part of the service to clients. On an annual basis the firm will issue a client report outlining changes in the services or instruments involved and/or the circumstances of the client.

Insurance based Investment Products: We will provide periodic assessments of the suitability of the insurance based investment product which we have recommended to 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-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 advise us of changes in your circumstances, or request a review, may result in you having insufficient insurance cover and/or inappropriate investments.



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PENSIONS



MORTGAGES

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 is available on request.

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: Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. We will acknowledge your complaint in writing 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 (FSPO). A full copy of our complaints procedure is available on request.

Data Protection: We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial 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 www.blueskyfinancial.ie if this medium is not suitable we will ensure you can easily receive a copy by; hard copy.

Please contact us at dundalk@blueskyfinancial.ie if you have any concerns about your personal data.

New Business and Renewal: A consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 days after the date the consumer was informed that the contract is concluded. The insurer cannot impose any costs on the consumer other than the cost of the premium for the period of cover. **(This does not affect notice periods already in place, i.e. 30 days in respect of life policies and 14 days in respect of general policies under respective pieces of legislation).**

The consumer is under a duty to pay their 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 the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.



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MORTGAGES

Post Contract Stage and Claims: If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed

- 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or
- 10% of the claim settlement amount where the claim settlement amount is more than €40,000.

An insurer may refuse a claim made by a consumer 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 contracting parties when the contract was concluded.

The consumer 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.

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

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

If the consumer makes a false or misleading claim in any material respect (and knows 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 must notify the consumer advising that they are avoiding the contract of insurance. 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.

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.



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PENSIONS



MORTGAGES

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.

Brokers Ireland Compensation Fund: We are also members of the Brokers Ireland Compensation Fund. 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.



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LIFE



PENSIONS



MORTGAGES

Terms of Business Acknowledgement Letter:

Terms of Business Effective Date 09/02/2021

Client Name: _____

Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial

Status

Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial is regulated by the Central Bank of Ireland.

Terms of Business

Attached 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.

Customer Signature
Date.....

Consent to Contact:

Here at Mongelia Ltd trading as Blue Sky Mortgages, TMC Life and Pensions, Blue Sky General Insurance Brokers, TMC General Brokers and Blue Sky Financial we take your data protection seriously and will only use your data as discussed with you in our privacy statement.

However, from time to time we may wish to contact you in relation to in relation to your policy.

Agreed methods of contact

- Email
- Phone
- SMS
- Post
- Fax
- Please do not contact me

Customer Signature
Date.....

* Even if you do subscribe now you can always unsubscribe at any time.

Updated February 2021

