

Terms of Business

Terms of Business (effective from 16/09/2025)

Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning.

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 advise you at our next meeting.

Authorisation with the Central Bank of Ireland

Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning (C37716) 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.

Codes of Conduct

Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning is subject Minimum Competency Code and Regulations, the Consumer Protection Code, the Fitness and Probity Standards, and the Handbook of Prudential Requirements for Investment Intermediaries. These Codes can be found on the Central Bank's website www.centralbank.ie

Our Services

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life insurance, pensions, investments, mortgages and general insurance products.

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 Specified 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 specified illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy. A full list of insurers, product producers and lending agencies with which we hold an agency appointment is available on request.

Our Services continued

+ Life Insurance, Pensions & Investments

Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning holds written appointments with a number of insurance undertakings, lenders and product producers; however, Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning has

selected one preferred product producer, Irish Life Assurance plc for life insurance plans (including life assurance, specified illness cover, income protection, unit linked savings, investments, and pension plans), tracker bonds, and Personal Retirement Savings Accounts (PRSAs). Analysis of the market will be limited to products provided by Irish Life Assurance plc.

Non-Life

Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning provides general insurance (Home and Health) on a limited analysis basis. We provide advice on the following product providers:

+ General Insurance Agency Appointments

Allianz Insurance / Cover Centre Insurance (underwritten by Aviva) / Hive Insurance Services Limited/ Irish Life Health Company / OBF Insurance Group Ltd.

Mortgages

Through the lenders or other undertakings with which we hold an agency, Stephen Hamilton Financial Services Ltd. 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.

Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning 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.

Financial Planning and Investment Services

As well as providing Financial Advice on specific regulated products Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning also provide Lifestyle Financial Planning and Investment services. Lifestyle Financial Planning is available for individuals and couples and helps to identify what is important to you. Through the proper application of financial planning principles this service helps to deliver the freedom to enable you to live the life you want. By matching your finances to your goals, you will have a clear view of where you are going, reduce the normal stress associated with an uncertain future and become financially well organised.

Fees, Commissions and Charges

+ Non-Life Remuneration

Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning is remunerated by commission from insurers on completion of business. Details of this remuneration are available on request. Where an override commission is received, this will be disclosed to you in general terms.

- **Setup fee:** We may charge up to €10% of the premium but minimum €50.
- **Renewal fee:** We may charge up to €10% of the premium but minimum €50.

- **Cancellation or Mid Term Alteration fee:** 10% of the premium, with a minimum of €50.
- **Claims handling:** Depending on case but agreed in advance.
- **Dishonoured payments/Replacement Cheques;** €20

Non-Life Premium Rebates (Refund policy)

In the event of a policy alteration or cancellation when a refund is received from the insurance provider, on condition the premium is paid in full, we will refund our client within five working days in line with the CPC 2012. Refunds will be issued once the Insurer has confirmed same to Stephen Hamilton Financial Services Limited T/A MortgageLine. It is our policy to issue return premiums by electronic bank transfer and not to issue cheques, except in exceptional circumstances.

Mortgages Remuneration

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 are available on request. Stephen Hamilton Financial Services Ltd may charge an application fee for providing your mortgage of between €195 - €995. Fees will be confirmed in writing and agreed in advance. Mortgages Remuneration (continued)

The Mortgage Application fee is non-refundable. This is not in any way an indication of mortgage/loan approval. Our fee will be notified to the Mortgage lender who will include this fee into the calculation of the APRC (Annual Percentage Rate Charge).

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.

Life, Pensions & Investment Fees continued

Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning is remunerated by commission and other payments from product producers or lenders on the completion of business. A summary of the details of all arrangements for any fee, commission or other rewards or remuneration paid or provided to the intermediary which it has agreed with product producers is available in our office/on our website.

Life, Pensions & Investment Fees continued

We may receive commission and other payments from the life assurance provider to whom orders are transmitted. Summary details of these payments will be included in a product information document, under the Customer Information Notice section, which you are legally entitled to receive before an application for a product is completed. These payments are included in the charges of your product. Any ongoing commission shown in the Customer Information Notice will be paid to me as long as I continue to be your Financial Adviser. The full details of the commission we receive for Life Assurance products (excluding Company Pension products) will be included in your Welcome Pack which is issued to you. Details of company pension and bank products' commission are available upon request.

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. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 5 hrs.

In certain circumstances, it will be necessary to charge a fee for services provided. In all 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. Where the commission is greater than the fee due, the fee due will become the commission amount payable to the intermediary unless an arrangement to the contrary is made.

Life, Pensions & Investment Fees continued

You may elect to deal with us on a fee basis.

Principles / Directors €200 per hour

Senior Advisers €150 per hour

Support staff €75 per hour

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency, our scale of fees for such cases range from a minimum of €100 per hour to a maximum of €250 per hour. We will notify you in advance and agree the scale of fees to be charged.

Personal Retirement Savings Accounts (PRSAs) – Fees

Where advice is requested for PRSAs, the following hourly fees will apply

Advisor fees: €100 – €200 per hour.

Support staff: €75 – €125 per hour.

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will notify you in advance of providing you with these services, our scale of fees for such cases ranges from a minimum of €100 per hour to a maximum of €250 per hour.

If we receive commission from a product provider, this will be offset against the fee which we will charge you. Where the commission is greater than the fee due, the commission will become the amount payable to the intermediary unless an arrangement to the contrary is made.

The first meeting with any prospective customer will always be at our expense and so free 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 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 our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service.

Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for services provided. 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.

Investment Products/ Insurance Based Investment Products (IBIPs).

Ongoing suitability assessments do not form part of the service to our clients. On an annual basis the firm will carry out a periodic review of suitability.

No consideration of adverse impacts of investment decisions on sustainability factors

When providing advice, the Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning does not consider the adverse impacts of investment decisions on sustainability factors.

The firm will review this annually and make revisions when and if appropriate.

For investment products, as Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning has selected Irish Life as a preferred provider, analysis when choosing a suitable investment product for you will be limited to products provided by Irish Life Assurance plc, therefore Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning considers the approach taken by Irish Life Assurance plc in terms of them integrating sustainability risks into their product offering.

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 within 5 business days, and we will fully investigate it. The complaint will be fully investigated by Stephen Hamilton Financial Services Ltd t/a MortgageLine and Northwood Financial Planning and a full response will be provided to you as soon as possible. We will aim to provide this response not later than 40 business days from receipt of your complaint and will provide you with a regular update on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made.

In the event that you remain dissatisfied with the firm's handling of and response to your complaint you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman (contact details below).

Financial Services and Pensions Ombudsman Lincoln House, Lincoln Place, Dublin 2

Phone: 01 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

Data Protection

Stephen Hamilton Financial Services Ltd t/a MortgageLine and Northwood Financial Planning complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018

Stephen Hamilton Financial Services Ltd 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 Data Privacy Notice is easily accessible. Please refer to our website, if this medium is not suitable, we will ensure you can easily receive a copy. Please contact us at admin@mortgageline.ie if you have any concerns about your personal data.

Consumer Insurance Contracts

For the protection of clients, the Act imposes duties on both the client and product providers at pre / post contract stage, as well as in respect of claims handling.

Disclosure of Information

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

Client Responsibility

Failure to answer all questions the insurer asks honestly and with reasonable care could invalidate your insurance cover; all/or part of the claim may not be paid. In the case of a policy effected by a company then the directors of the company or any persons appointed by them are responsible for answering all questions honestly and with reasonable care.

Cooling off Period

Life Insurance Contracts may be cancelled by giving notice in writing to us or the product provider. This “cooling off” period allows 30 days, from the day the product provider send you your plan documents, to change your mind. Should you choose to cancel your plan, all benefits will end, and you will receive a refund for any premiums due. You will only be liable for the cost of the premium for the period of cover already received.

A Savings/Investment contract may be cancelled within 30 days, as above. All benefits will end; however, the refund value of your investment will account for any fall in the value of your investment that may have taken place during that 30-day period. You may not get back the full amount invested as the amount refunded is the value on the date of cancellation.

Cooling off Period continued

If you have taken out a general insurance contract, and we have not met face to face during the process, you may cancel the contract by giving notice in writing to us within 14 days after the date you were informed the contract is on cover.

If you have taken out a general insurance contract, and we have met face to face during the process, you may cancel the contract by giving notice in writing to the insurer within 14 working days after the date you were informed the contract is on 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, or in respect of general insurance, the duration of the contract is less than one month. The product provider may withdraw benefits on default of payments due under any products arranged for your benefit. Details of these provisions will be included in your product Terms and Conditions.

Claims

The product provider will handle all claims promptly and fairly.

Any contract with a product provider is issued on the understanding that the information given on the application form and any related document is true and complete. If this is not the case the product provider has the right to cancel the contract of Insurance or refuse payment of any claim made.

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 product provider is entitled to refuse to pay and to terminate the contract. Where Irish Life Assurance plc becomes aware that a client has made a fraudulent claim, they may notify the client advising that they are voiding the contract of insurance.

The product provider may refuse all liability in respect of any claim made after the date of the fraudulent act and, is under no obligation to return any of the premiums paid under the contract.

Where a product provider cancels the insurance contract, they will repay the balance of any premium due to the client and will provide the reason for cancellation.

Any exclusions of cover will be explicitly advised prior to the commencement of the contract. It is expected that clients cooperate with the product provider with respect to any investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify them of the occurrence of an insured event in a reasonable time and in accordance with the terms of the contract of insurance.

Claims continued

Should a client become aware, after a claim is made, of information that would either support or prejudice the claim, they have a duty under the Act to disclose it. (the product provider is under the same duty).

With regard to general insurance, 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.

Should a client become aware, after a claim is made, of information that would either support or prejudice the claim, they have a duty under the Act to disclose it. (the product provider is under the same duty).

Effect of failure to comply with the Act

A court of competent jurisdiction may reduce the amount of benefit paid to you, if you are in breach of your duties under the Act.

Brokers Ireland

Stephen Hamilton Financial Services Ltd trading as MortgageLine and Northwood Financial Planning is a member of Brokers Ireland.

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.

Investor Compensation Scheme continued

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**.