

## **Terms of Business – Effective 01<sup>st</sup> March 2026 – Version 1.2026**

### **Nest Egg Life and Pensions Ltd t/a Nestegg Life and Pensions**

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.

### **Regulatory Status**

Nest Egg Life and Pensions Ltd t/a Nestegg Life and Pensions is regulated by the Central Bank of Ireland. Our firm's Central Bank number is: C162088.

### **Authorisation with the Central Bank of Ireland**

Nest Egg Life and Pensions Ltd t/a Nestegg Life and Pensions (C162088) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018, 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 0818 681 681 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials.

### **Codes of Conduct**

Nest Egg Life and Pensions Ltd t/a Nestegg Life and Pensions 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**

Nest Egg Life and Pensions Ltd t/a Nestegg Life and Pensions is a member of the Broker Ireland.

As a member of Brokers Ireland, we must be in a position to place insurance with at least five insurers of the relevant form (life/non-life) and therefore can generally give consumers greater choice than agents and tied agents.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life, pensions, investments, and mortgages. A full list of insurers, product producers, and lending agencies with which we deal is available on request.

### **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 reasonably be 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.

### **Life & Pensions & Life Wrapped Investments**

Nest Egg Life and Pensions Ltd t/a Nestegg Life and Pensions provide life assurance, Investment, mortgage, and pension services on a fair analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available in 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 policy 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 we will 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.

### **Mortgages**

Through the lenders or other undertakings with which we hold an agency, ABC 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.

We provide mortgage advice on a limited analysis i.e. providing services on the basis of a limited number of contracts and product producers available on the market, that is to say, while not tied to one product producer the services are not provided on the basis of a fair analysis of the market. We provide advice on the following product providers:

Brokers Ireland Network Services Limited

Tracy Beirne Financial Service Limited

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.

### **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 assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation the products proposed/advised on. This means that we assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

We integrate these risks in our advice in the following way:

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 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 assess the PAI information published by product manufacturers as follows:

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 sustainable is relatively new and as the issue progresses, we will review our position.

The individual Broker to provide information as to whether and when they intend to consider such adverse impacts. The firm will review this approach on an ongoing basis as information becomes available.

### **Statement of Charges**

We may earn our remuneration on the basis of fee, commission, and any 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. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 5 hours.

Pursuant to Regulation 68 of the Consumer Protection Code, a summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which have agreed with product providers is available in our office or on our website – – [www.nestegglifeandpensions.ie](http://www.nestegglifeandpensions.ie)

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below. 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 provide the exact amount, we will provide you the method of calculation of the fee e.g. per hour and estimated hours.

If we receive commission from a product provider, this may/will be 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.

### **Remuneration**

Nest Egg Life and Pensions Ltd t/a Nestegg Life and Pensions is remunerated by commission and other payments from product producers or lenders on the completion of business. 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. These are listed below for life, pensions & investments 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 provide the exact amount, we will provide you the method of calculation of the fee. e.g. per hour and estimated hours.

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.

### Clawback

Where Commission is paid by the insurer on an indemnity basis (upfront), should you cancel the policy within the first five years (time can vary dependant on insurance product or provider) Nestegg Life and Pensions will be required to refund commissions paid back to the insurer in the form of a clawback of commission paid. If this situation arises, Nestegg Life and Pensions reserve the right to invoice you or the company (if applicable) the amount of commission which will be equal to 100% of the commission clawed-back. The fee will be owing in simple contract upon the claw-back of the commission. This situation may arise due to any of the following events: early encashment by you, transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions.

### Life, Pensions & Investment Fees

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

e.g.:

Directors	€150 per hour
Advisor	€100 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 €200 per hour. We will notify you in advance and agree the scale of fees to be charged. We will give an estimate of these fees in advance of providing you with services.

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. We will have to charge a fee, if a protection policy is not accepted, where work has been completed to propose for the policy. The above fee rates will also apply in this instance.

In relation to advice and time spent on complex cases, we reserve the right to charge a fee in the event that the policy does not proceed with an insurer, where acceptance terms have been issued but where the policy does not proceed, for whatever reason.

Where a Protection Proposal has the potential to be a complex case due to your medical history/disclosures and there is a high probability that adverse terms or premium loadings could apply, possibly making the policy unaffordable to you. This outcome may then result in the decision to not proceed with cover. Should this event arise, Nestegg Life and Pensions reserve the right to charge an hourly rate of €150 to cover all advice and time spent on the proposal submitted. This will be fair and reasonable relative to the work completed. If the proposal proceeds, no fee will be payable.

### **Personal Retirement Savings Accounts (PRSAs) – Fees**

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

Advisor fees: €150 per hour.

Support staff: €100 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 €150 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.

### **Mortgages**

We may receive up to 2% 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. Where cases are referred to Tracy Beirne Financial Services Limited, Nestegg Life and Pensions are paid a referral fee of 15% of the commission earned on the case.

Nest Egg Life and Pensions Ltd t/a Nestegg Life and Pensions will charge a minimum administration fee of €500 prior to submission of any Residential Mortgage application. This fee is non-refundable. This is not in any way an indication of mortgage/loan approval. Our fee will be notified to the lender who will include this fee into the calculation of the APRC (Annual Percentage Rate Charge). If case is referred to Tracy Beirne Financial Services Limited, Nestegg Life and Pensions do not charge this fee.

Additional fees may be payable for complex cases or to reflect value, specialist skills, or urgency. We will give an estimate of these fees in advance of providing you with services.

Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. You have the right to pay a fee separately and not include it in the loan. Typically, this situation arises in relation to specialist lending. If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through our firm, we will charge you an arrangement fee of €500 for our services.

### **Ongoing Remuneration**

We wish to inform you that we receive ongoing remuneration from Product Providers in respect of the financial service provided to you. This remuneration is based on a percentage of the value of your investment, annual premiums, etc. and is intended to cover the ongoing service that we provide to you in relation to this product.

The nature of the service for which this remuneration is payable includes regular reviews of your product, updates on performance, and continued access to our advice.

### **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 if your circumstances or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

### **Disclosure of Information**

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

### **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.

### **Cancellation of a Contract of Insurance**

If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days after the date you were informed the contract is on cover. 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.

### **New Business & Renewal**

If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days after the date you were informed the contract is on cover. 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.

### **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.

### **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**

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firm's established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint in writing within 5 working 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 working 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 complaint's procedure is available on the firm's website (if applicable) and on request.

### **Data Protection**

Nest Egg Life and Pensions Ltd t/a Nestegg Life and Pensions comply with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. The data which you provide to us will be held on a computer database (CRM) and paper files for the purpose of arranging transactions on your behalf.

Nestegg Life and Pensions Ltd t/a Nestegg Life and Pensions 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 which is given to all clients at the time of data collection.

We will ensure that this 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 by hard copy. You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at [irene@nestegglifeandpensions.ie](mailto:irene@nestegglifeandpensions.ie) if you have any concerns about your personal data.

We would also like to keep you informed of mortgage, insurance, investment, and any other services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you. We would like to contact you by way of letter, email, or telephone call. If you do not wish to receive such marketing information please tick the box in the Terms of Business acknowledgement letter.

We may receive referrals from such firms and may advise them of any transactions arranged for you.

### **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 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.

### **Periodic Suitability Assessment Statement**

When the firm is in receipt of trail commission, we do not conduct annual periodic suitable assessments.

### Professional Indemnity Insurance

Nest Egg Life and Pensions Ltd trading as Nestegg Life and Pensions has Professional Indemnity Insurance in place to protect the firm against their legal liability towards third parties for loss arising from professional negligence up to a limit of €1,600,000 in any one claim.

**Effective Date:** These Terms of Business are effective from 01<sup>st</sup> March 2026 until further notice.

### Contact Details:

**Nest Egg Life and Pensions Ltd t/a Nestegg Life and Pensions**  
**Pullamore**  
**Cavan**  
**H12 P403**  
**087 6672574**

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### Appendix 1

We have Agency Agreement with the following companies –

#### Life & Pensions & Investments

• Irish Life	• Aviva Life & Pensions
• Standard Life	• Royal London
• New Ireland	
• Zurich Life & Pensions	