



Panda Capital T/A
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Switcheroo.ie Terms of Business

Terms of Business – Version 1.0 January 2020

1. Panda Capital Ltd. trading as Switcheroo.ie

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.

2. Authorisation with the Central Bank of Ireland

Panda Capital Ltd. trading as Switcheroo.ie (C192972) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018; 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.

3. Codes of Conduct

Panda Capital Ltd. trading as Switcheroo.ie 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

4. Our Services

Panda Capital Ltd. trading as Switcheroo.ie is a member of Brokers Ireland.

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

A. Mortgages

Through the lenders or other undertakings with which we hold an agency, Panda Capital Ltd. trading as Switcheroo.ie 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 fair analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available in 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). Through our relationship with Brokers Ireland Network the firm can arrange mortgages with the following lenders:

- KBC Bank Ireland plc
- Permanent TSB plc
- AIB Mortgage Bank
- Haven Mortgages Limited
- Finance Ireland Credit Solutions DAC
- Dilosk Limited t/a Dilosk
- Seniors Money Mortgages (Ireland) DAC

B. Life Insurance

We provide life assurance advice on a limited analysis basis, i.e. providing services on the basis of a limited number of contracts within the market. We provide advice on the following product providers:

- New Ireland Ltd.

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.

C. Non-Life

We can provide advice on and arrange products for household insurance.

We provide general insurance advice on a limited analysis basis, i.e. providing services on the basis of a limited number of contracts within the market. We provide advice on the following product providers:

- New Ireland Ltd.

We will also offer assistance to you 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.

5. Statement of Charges

We are remunerated by commission and other payments from product producers or lenders on the completion of business.

A. Mortgages

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

Please note that lenders may charge specific fees in certain circumstances. 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.

B. Life Assurance

In respect of life assurance the firm may receive commission and other payments from the insurance companies to whom orders are transmitted. Summary details of these payments will be included in a quality information document, which you are legally entitled to receive before an application for a product is completed, and full details will be included with your cooling off letter.

C. General Insurance

We may be 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.

6. 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.

7. Disclosure of Information

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

It is important that you and all of the parties in this transaction advise us of all material facts concerning your circumstances. A material fact is one which is likely to influence us in our assessment and recommendations relating to your application for revised repayment terms. If you are in doubt as to whether a fact is material then it should be disclosed.

8. 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.

9. Default on payments by clients

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.

10. 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.

11. Data Protection

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

Switcheroo.ie. 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 available to all our clients at the time of data collection.

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

12. Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

A. 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.

B. 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.

13. Privacy Policy Consents, Permissions and Acknowledgements

Here at Switcheroo.ie we take your privacy seriously and will only use your personal information to provide the products and services you have requested from us. We use your personal information as outlined in our Data Privacy Statement. In order to allow us provide you with the products and services we offer you, we will need your consent to the collection, processing, sharing and storing of your personal information as follows:

By clicking accept in the registration process I/We consent to Switcheroo.ie collecting, processing, sharing and storing my/our personal data as outlined in Switcheroo.ie Data Privacy Statement including special category personal information such as health data for the purposes of Switcheroo.ie providing me/us with mortgage finance, life assurance, associated insurance products and Home insurance.

From time to time we would like to contact you with details of other mortgage, insurance or related products and services that may be of interest to you. By clicking accept in the registration process you consent to us we may contact you by post, email, telephone or SMS you can change these notification settings in the Settings of your account in myportal.switcheroo.ie

By clicking accept in the registration process I/We acknowledge that I/We have been provided with a copy of the Terms of Business of Switcheroo.ie and confirm that I/We have read, understand and consent to it.