



DMP Financial Ltd.

## Note on DMP Financial Ltd. Terms of Business.

It is a requisite of the Central bank of Ireland that clients of authorised intermediaries (Brokers) are offered a choice on how they remunerate that intermediary. Either by way of agreed fees or to allow the intermediary earn by way of commission.

As such you will find a fee structure contained below. DMP financial Ltd, **charges a €150 fee for its initial run by advisory services.**

**The only other instance in which a fee applies is an application fee for full mortgage applications to any lender other than ICS. This is outlined on page 6 of the below document.**

# DMP Financial Ltd.



**DMP Financial Ltd.**

## **DMP Financial Limited Terms of Business.**

DMP Financial Ltd. Darach Powell, Managing Director, B.Sc. H.Dip. M.Sc. QFA, LIB. Secretary Brendan Powell.

Registered in Ireland company registration No. 601741.

Registered Office, Glenam, Coleville Road, Clonmel Co. Tipperary.

info@dmpfinancial.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.

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

DMP Financial Limited (C419498) 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 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](http://www.centralbank.ie) to verify our credentials.

### **Codes of Conduct**

DMP Financial Limited 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)

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Secretary Brendan Powell. Registered in Ireland company registration No. 601741. Registered Office, Glenam, Coleville Road, Clonmel Co. Tipperary. DMP Financial Limited is regulated by the Central Bank of Ireland under the IDR (Insurance Distribution Regulations 2018) and the CMCAR (Consumer Mortgage Credit Agreements Regulations 2016)  
Reference number: C419498.

## Our Services

DMP 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 & mortgages products and to advise on commercial (**non consumer**) debt. A full list of insurers, product producers and lending agencies with which we deal is available on request.

### Insurance Intermediary Services / Mortgage Intermediary Services

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:

1. Irish Life
2. Royal London
3. Zurich
4. Aviva

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.

#### Sustainability Factors - Investment/IBIPS/Pension Advice

When providing advice, the firm considers the adverse impact of investment decisions on sustainability. As part of our research and assessment of products, the firm will examine the Product Providers literature to compare financial products and to make informed investment decisions about ESG products. The firm will at all times act in the client's best interests and keep clients informed accordingly. The consideration of sustainability risks can impact on the returns of financial products.

#### Remuneration policy

We are remunerated by commission and other payments from product producers. When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider.

### Mortgages

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

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).

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.

### **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 a certain timeframe (please see schedule below).

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.

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 may become the amount payable to the firm unless an arrangement to the contrary is made.

### **Fee structure.**

*Our fees and charges will be applied as follows:*

#### **Commercial (non Consumer) Debt Management services:**

- Initial phone, email, Zoom / Skype calls / enquiries are completely free of charge.
- Initial meeting fee €250.
- Engaging with DMP Financial Ltd. to work on your behalf €100 per hour worked. €650 paid in advance.

- VAT is not applicable to these services.
- Further fees to be discussed as per complexity of case and you will be provided with written details of any fee structure proposed.

*DMP Financial Ltd. reserves the right to, at its discretion, reduce fees as circumstances may dictate, and in some cases DMP Financial Ltd. may/will offset commission received on the sale of financial products against the fee, either in part or in full.*

#### **Note on fees**

- The fees will cover time spent researching clients' cases, drafting proposals to creditor(s) and time spent communicating with all relevant parties. Employing further and outside expertise may require further fees.
- If DMP Financial Ltd. do not receive payments as requested we will be unable to work on a client's file. Once this fee and the necessary paperwork is received we will start work on the case.
- Time spent by advisors will be recorded and if the initial fee is exhausted the client will be contacted for further fees in advance of further work.
- If further fees are sought and not paid, we will have no option but to cease work on a case.

#### **Third party intermediary (Life assurances and Mortgages) Schedule of Fees and Remuneration Arrangements:**

*A client can choose, if they so wish, to pay for the service in full by way of a fee. Such fees are set as follows.*

#### **Broker Fees:**

*DMP Financial Ltd. reserves the right to, at its discretion, reduce fees as circumstances may dictate, and in some cases DMP Financial Ltd. may offset commission received on the sale of financial products against the fee, either in part or in full.*

- There is a €150 flat upfront fee/charge for assessment of mortgage / life cover feasibility. This covers a full DMP Financial Ltd advisory report on your borrowing ability.
- However, if a client wishes to progress this to a more in depth financial review, there are a number of fee/charging options available.
- Full Financial Planning Review, including a full fact-find analysis of Protection, and mortgage is €200 (maximum 3 hour time frame).
- A focused fact-find, whereby the client wishes to review only one area of their finances, e.g. protection, is charged at €200 (maximum 2 hour timeframe, after which an additional €100 per hour is charged).
- Additional work and research conducted on behalf of the client that exceeds 3 hours will be charged at a rate of €100per hour.

## **Broker Commission**

- Agreement may also be reached to have these fees offset against any commission remuneration payable to the intermediary for business transacted. This can be agreed prior to the consultation.
- The amount of the commission remuneration will be made clear to the client at the point of transaction and will also be included in the relevant policy schedules and statement of suitability issued to the clients.

## **Travel:**

- DMP Financial Ltd. will charge a travel fee for meeting clients in excess of 30 Km from its offices. This will be charged at 44.79 cent per kilometre.

DMP Financial Ltd. reserves the right to waive travel costs against any fees or commissions received. The initial consultation fee includes travel costs.

## **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 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.

Prior to submission of a full mortgage application to any lender other than ICS, an application fee of €450 will be required to be paid in full to DMP Financial Ltd. On any loan greater than €150,000 this fee will be refunded in full, upon successful drawdown of the mortgage and receipt of full commission payable to DMP Financial Ltd. by the lender in question.

DMP Financial Ltd. reserves the right to reduce or waive the above application fee as circumstances dictate.

## **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, may result in you having insufficient insurance cover and/or inappropriate investments.

## **Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments**

Section 14 (1) – (5) of the Consumer Insurance Contracts Act which is effective from 1st September 2021 alters consumers duty of disclosure:

- 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’. 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.

□ Specific questions will be asked. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

An insurer may repudiate liability or limit the amount paid on foot of the contract of insurance, only if it establishes that non-disclosure of material information was an effective cause of the insurer entering into the relevant contract of insurance and on the terms on which it did.

### **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.

### **Commercial Customers: Non-Consumer 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.

### **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.

In some cases, we may be a party to a profit-share arrangement with product producers where we provide extra services for the provider. Any business arranged with these providers on your behalf is placed with them as they are at the time of placement the most suitable to meet your requirements taking all relevant information, demands and needs into account.

### **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.

## **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.

DMP 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 accessible. Please refer to our website [www.dmpfinancial.ie](http://www.dmpfinancial.ie), if this medium is not suitable we will ensure you can easily receive a copy by hard copy.

Please contact us at [info@dmpfinancial.ie](mailto:info@dmpfinancial.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.**

**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.

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, or in respect of general insurance, the duration of the contract is less than one month.

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.

**Post-Contract Stage and Claims:**

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).

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.

## 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.



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