



Client Consent Form

Client Name: _____

Client Name: _____

Direct Marketing

I/we consent to FDC Financial Services Ltd making contact with me/us in relation to services provided by FDC Financial Services Ltd.

Please tick each of the ways in which you wish us to contact you:

Letter Landline Mobile Phone Email SMS Text

I/we do not consent to be contacted with any marketing material from FDC Financial Services Ltd

Signed: _____ Date: / /

Signed: _____ Date: / /

Third Parties

I/we consent to FDC Financial Services Ltd passing our personal data within FDC Group so that they can contact me in relation to other services provided by FDC Group.

Please tick each of the ways in which you wish us to contact you:

Letter Landline Mobile Phone Email SMS Text

I/we do not consent to have our personal data passed within FDC Group

Signed: _____ Date: / /

Signed: _____ Date: / /

FDC Group undertakes to perform its responsibilities under General Data Protection Regulation and the Data Protection Act. Individuals have the right to withdraw consent to be contacted with marketing information or to have their information passed within the Group at any time.

If you wish to withdraw your consent or require any further information regarding the use of your data by FDC Group, please contact Jessica Perrott, FDC House, Wellington Road, Cork. jessicaperrott@fdc.ie 021-4509022.

The Privacy Policy of FDC Group can be found on our website
<https://www.fdc.ie/privacy-policy/>



Attaching for your information a document setting out the terms under which we will provide business services to you. Please ensure that you read these terms thoroughly. These terms will remain in force and apply to any business service provided to you now or at a future date. Should we change any of our business terms at a future date, I will advise you at our next meeting.

Terms of Business

I/we acknowledge that I/we have been provided with a copy of the Terms of Business of FDC Financial Services Ltd. and confirm that I/we have read and understand them.

Signed: _____ Date: / /

Signed: _____ Date: / /



FDC Financial Services Ltd - Terms of Business

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 in advance of providing any further services to you.

Authorised Status:

FDC Financial Services Ltd (C1004) 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. 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

FDC Financial Services Ltd 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

Our Service

FDC Financial Services Ltd is a member of Brokers Ireland. Our principal business is to provide advice and manage transactions on behalf of Clients in relation to life insurance, pensions, mortgage, general & investment products. A full list of our product providers are available on request.

FDC Financial Services Ltd acts as **Broker** which means that;

- A) our principal regulated activities are provided on the basis of a fair & personal analysis of the market and
- B) we give the option to pay in full for our services by means of a fee.

Fair & Personal Analysis- describes the extent of the choice of products and providers offered by an intermediary within each product category i.e. life assurance, pensions, investments, mortgages & general insurance. This means 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 clients needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market. In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair & 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,

Terms of Business – Version 8th April 2021

Life & Pensions, Investment/Deposits Business

FDC Financial Services Ltd provides life & pensions/investments/deposits on a fair & personal analysis basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation. All deposit accounts of a term greater than 12 months are regarded as an investment product.

FDC Financial Services Ltd will provide assistance to you for any queries you may have in relation to your policies or in the event of a claim during the life of the policies. It is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy. We will explain clearly to you the restrictions, conditions and exclusions that attach to that policy, in particular in relation to income protection & serious illness products.

Disclosure of Information

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

Non Life Insurance

FDC Financial Services Ltd can provide advice on and arrange products from the following range; household, motor, health, travel, commercial, public liability, and employer liability. FDC Financial Services Ltd provides general insurance on a limited analysis basis. We provide advice on the following product providers: *Aviva *Zurich Insurance plc

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

FDC Financial Services Ltd provides mortgage advice on a limited analysis basis.

We provide advice on the following product providers:

- Permanent TSB plc Dilosk DAC
- KBC Bank Ireland plc Haven Mortgages Ltd
-

We need to collect sufficient information from you before we can offer any advice. This is due to the fact that a key issue in relation to mortgage advice is affordability. In order for us to package an application with supporting documentation to the lenders you, will need to provide us with a €350 refundable fee. This is fully refundable on drawdown of your mortgage. We will also refund the fee should your application be unsuccessful (provided you have disclosed all relevant information to us).

Remuneration

FDC Financial Services Ltd is remunerated by commission and other payments from product producers or lenders on the completion of business, including advice provided on insurance based investment products (IBIP's). On occasion we may receive non-monetary benefits or 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 exceeds 21 hours. 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 <https://www.fdc.ie/what-we-do/financial-services/>

In certain circumstances, it will be necessary to charge a fee for services provided. These fee's are listed below for life, pensions, mortgages, investments, non-life business & standard PRSA's. 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.

If we receive commission from a product provider, this may be offset against the fee. Where the commission is greater than the fee due, the commission may become payable to the firm unless an arrangement to the contrary is made.

Life, Pensions & Investment Fee's

You may elect to deal with us on a fee basis as follows:

Hourly charge out rate;

Principals/Senior Advisers:	€200 per hour
Junior Advisers:	€100 per hour
Trainee/Support Staff	€50 per hour

Additional fee's 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 €200 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 (PRSA's) – Fee's

Where advice is requested for PRSA's, the following hourly fees may apply:

Principals/Senior Advisers:	€200 per hour
Junior Advisers:	€100 per hour
Trainee/Support Staff	€50 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 range from a minimum of €200 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.

Non-life remuneration

FDC Financial Services Ltd is remunerated by commission from insurers on completion of business. Details of the remuneration are available on <https://www.fdc.ie/what-we-do/financial-services/>

Where an override commission is received, this will be disclosed to you in general terms.

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 in the ESIS (European Standardised Information Sheet) which will be forwarded to you.

Information on the variation in levels of commission payable by the difference creditors providing credit agreements being offered are available at <https://www.fdc.ie/what-we-do/financial-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.

Conflict Of Interest

It is the policy of FDC Financial Services Ltd to avoid conflict of interest when providing services to clients. Where an unavoidable conflict arises we will advise you of this in writing before providing any business service. If you have not been advised of any such conflict you may assume that none exists.

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.

Regular Reviews

It is in your best interest 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 of changes in your circumstances, or request a review, may result in you having insufficient cover and/or inappropriate investments. As a minimum FDC Financial Services Ltd commits to review your file on a periodic basis.

Insurance based Investment Products

We will provide periodic assessments of the suitability of the insurance based investment products which we have recommended to you.

Sustainability Factors - Investment/IBIPS/Pension Advice

FDC Financial Services Ltd when providing advice does not consider the adverse impacts of investment decisions on sustainability. We will review this approach on a periodic basis.

Complaints Procedure

FDC Financial Services Ltd has in place a written procedure for the handling of 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 same. 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 Ombudsman or the Pensions Ombudsman. A full copy of our complaints procedure is available on request.

Compensation Scheme

FDC Financial Services Ltd is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998.

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.

Data Protection

FDC Financial Services Ltd are subject to 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 and paper files for the purpose of arranging transactions on your behalf. Your data will be passed to the relevant product producers with whom FDC Financial Services Ltd has agencies for the purpose of arranging transactions agreed with you. Your data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice & Data Protection Policy and Procedures. This information will only be used to provide you with business services, to meet any legal and regulatory obligations, and for legitimate business purposes. From time to time, we will send information about other financial products and services, provided by us or the FDC Group or associated companies with which we have a formal business arrangement, which we think may be of interest to you. You have the right to ask us not to send you this marketing material and, at any time you can 'opt out' of receiving marketing material. You have a right to see the information that is held on you and you can do this by writing to us. We would like to contact you by way of letter, email or telephone call. If you would like to receive such marketing information please complete the permission statements contained in the cover letter attached. To opt out of marketing at any time please contact emilycollins@fdc.ie 021-4509022.

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.

Data Privacy Notice available on request / at <https://www.fdc.ie/what-we-do/financial-services/>

Please contact our Compliance Officer emilycollins@fdc.ie if you have any queries about your personal data.