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## TERMS OF BUSINESS

These Terms of Business set out the basis on which HMP Property Finance & Pensions Ltd trading as NFP will provide business services to you as a Private or Corporate client. The types of services which we provide will depend on your particular categorisation and objectives. Please take a few minutes to read through these and if you have any questions we will be happy to answer them.

The full name and address of the firm and communication details are as set out above. HMP Property Finance & Pensions Ltd trading as NFP is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018, offering advice on a fair & personal analysis basis; as a Multi-Agency Intermediary under the Investment Intermediaries Act, 1995 and as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995. Copies of our Authorisations are available on request. These Authorisations can be verified by contacting the Central Bank on 1890 77 77 77. We are subject to the Central Bank's Consumer Protection Code 2015 and the Minimum Competency Code 2011 which offer protection to consumers, these Codes can be found on the Central Bank's website, [www.centralbank.ie](http://www.centralbank.ie)

### Services Provided

The services which the firm is authorised to provide are:

- Advising you in relation to the nature of each of the products set out below and advising you as to which products are most suitable for your needs;
- Identifying and selecting suitable product producers
- Receiving and transmitting order on your behalf to one or more product producer – a list of product producers with which we hold an agency is available on request.

### Fair Analysis.

We provide advice on a fair & personal analysis basis (which means we can advise on products irrespective of whether or not we hold an agency with a particular product producer, the concept of fair & personal analysis is derived from the Insurance Distribution Regulations 2018) on deposits, unit trusts, investments, tracker bonds, shares or bonds listed on a stock exchange, insurance policies, personal retirement savings accounts (PRSAs) and mortgages. These include life assurance policies (group life policies), specified serious illness (group specified illness policies) and other protection type policies, pension products (including group pension, group PRSA's and small self-administered pension schemes), and savings and investment life assurance policies.

“TAKING CARE OF ALL YOUR FINANCIAL NEEDS”

We also provide advice on health insurance, Irish Life Health pay us commission for the direct placement of business with them – the other providers do not. Irrespective, all advice on health insurance is provided on a limited analysis basis due to restricted nature of the market. Where we are not paid commission by the provider, we invoice clients for our advice by way of fee.

We also provide advice on Home insurance on a limited analysis basis with Aviva Insurance Ltd who pay us commission for the direct placement of business with them.

### **Our Fee Structure**

HMP Property Finance & Pensions Ltd trading as NFP may receive commission and other payments from product producers to which order are transmitted. Details of commissions are available on request. In relation to mortgage business, we may receive between 0.5% and 1% of the loan amount provided you do not redeem your mortgage in the early years. We receive ongoing commission from certain product producers for providing you with ongoing administration services. Depending on your mortgages requirements and the additional services you require HMP Property Finance & Pensions Ltd trading as NFP may charge a fee for providing our Mortgage Advice services. This fee will range from €950 + VAT up to 1% of the value of the loan amount.

Depending on your requirements and the services you require HMP Property Finance & Pensions Ltd trading NFP may charge a fee for our services. Our fee basis is generally in the order of €150 p/h for Administration, €250 p/h for Senior Advisors and €300 p/h for Directors/Senior Partners. HMP, where beneficial to the client, charge a flat rate of €1,500 per day. Although these fees may vary, depending on the nature and complexity of the services you require. In relation to Corporate Group Scheme business, our fees are generally based on a per member charge and/or hourly rate ranging from €150 to €300 depending on the services provided. We will discuss the types of service on offer and will agree a fee basis tailored to your requirements and confirm it to you in writing. Payment of any fee charged is due on issue on our invoice. If we receive commission from a product producer in addition to charging you a fee, we will not offset part or all of the commission against the fee to be charged unless agreed with you in writing.

The basis of our remuneration will be set out in our proposal and is summarised as follows:

<b>No of Employees</b>	<b>Per Employee Unit Cost</b>	<b>Minimum Fee Per Annum</b>	<b>Scheme Installation Fee Once Off</b>
<b>0 – 25</b>	<b>€350</b>	<b>€3,500</b>	<b>€5,000</b>
<b>26 – 50</b>	<b>€250</b>	<b>€8,750</b>	<b>€7,500</b>
<b>51 – 100</b>	<b>€200</b>	<b>€14,500</b>	<b>€10,000</b>
<b>101 - 175</b>	<b>€150</b>	<b>€20,000</b>	<b>€12,500</b>
<b>176 – 250</b>	<b>€125</b>	<b>€26,250</b>	<b>€15,000</b>
<b>251 +</b>	<b>€100</b>	<b>€31,500</b>	<b>€17,500</b>

### **Remuneration & Fees**

A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to the intermediary which it has agreed with Insurers or product producers is available on our website. [www.hmpfinance.ie](http://www.hmpfinance.ie)

### **Conflict of Interest**

It is the policy of the Company to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable may arise we will advise you of this in writing before proceeding to provide a service. If you have not been advised of any such conflict you are entitled to assume that none arises.

### **Default on Payments by Clients**

HMP Property Finance & Pensions Ltd trading as NFP will, if necessary, exercise its legal right to receive any payments due to it from clients for business services provided by it and to be reimbursed for any value obtained by the firm for clients arising from payments by the firm on behalf of the clients who subsequently default in any payment due to the firm

Product Producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your product terms and conditions. If you default on mortgage repayments, your home or investment property may be at risk.

### **Complaints**

Any complaint that you may have in relation to the business services provided should be made in writing to the firm outlining the nature of your complaint. Any such complaint will be acknowledged within 5 business days. The complaint will be fully investigated by us and a full response will be provided. We aim to provide this response not later than 20 days from receipt of your complaint. In the event that you remain dissatisfied with the firms handling and response to your complaint you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman, Ph: (01) 567 7000; Email: [info@fspo.ie](mailto:info@fspo.ie), Lincoln House, Lincoln Place, Dublin 2, D02 VH29. A full copy of our complaints procedure is available on request.

### **Data Protection**

HMP Property Finance & Pensions Ltd t/a NFP complies 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 and paper files for the purpose of arranging transactions on your behalf. 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 and Data Protection policy. We would also like to keep you informed of mortgage, insurance, pension, 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 would like to receive such marketing information please complete the permission statements contained in the Terms of Business acknowledgement letter attached. We may receive referrals from such firms and may advise them of any transactions arranged for you.

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 [dataprotection@hmpfinance.ie](mailto:dataprotection@hmpfinance.ie) if you have any concerns about your personal data.

### **Disclosure of Information**

Please note it is essential to make full disclosure of relevant facts, including:

- a) your medical details or history; and b) any previous insurance claims made by you for the type of insurance sought.

Failure to disclose all information may result in:

- i) Your policy being cancelled
- ii) Claims not being paid
- iii) Difficulty in trying to purchase insurance elsewhere
- iv) A breach in the terms and conditions attaching to any loan secured on property

If you are ever in doubt about whether or not something needs to be disclosed, the safest course of action is to disclose it.

### **Consumer Protection – Investor Compensation**

HMP Property Finance & Pensions Ltd trading as NFP is a member of the Investment Compensation Scheme, which provides certain remedies to eligible clients on default by the firm. The main details of the operation and conditions of the Scheme are as follows:

- 1 Compensation may be payable where money or investment instruments owned or belonging to clients and held, or in the case of investments instruments, administered or managed by our firm cannot be returned to those clients for the time being and there is no reasonably foreseeable opportunity of the firm being able to do so.
- 2 A right to compensation will arise only:
  - If the client is an eligible investor as defined in the Investor Compensation Act
  - If it transpires that our 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
- 3 Where an entitlement to compensation is established, the compensation payable will be the lesser of:
  - 90 per cent of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1988 or
  - Compensation of up to €20,000

Your legal rights against the firm are not affected by this scheme.

### **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 member 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.

Date: These Terms of Business are effective from 31<sup>st</sup> March 2020 until further notice.

## Client Acknowledgement & Consent

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of HMP Property Finance & Pensions Ltd trading as NFP and that I/we have read through and understand these terms.

I/We consent to HMP Property Finance & Pensions Ltd trading as NFP contacting me/us by letter, phone, email, SMS text regarding any products which may be of interest to me/us. Where a third party has introduced me/us to HMP Property Finance & Pensions Ltd trading as NFP I/we also consent to the disclosure to that third party of information regarding advice provided and/or transactions arranged on my/our behalf.

If you do not wish us to contact you or share information as described, please tick this box:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_