

## THESE ARE OUR TERMS OF BUSINESS INCLUDING OUR SCHEDULE OF FEES & CHARGES VALID FROM SEPTEMBER 2022 UNTIL FURTHER NOTICE

### WHY WORK WITH DERRADDA FINANCIAL SERVICES LIMITED?

Thank you for choosing Derradda Financial Services Limited, we look forward to work with you. Our objective is help you plan your future, via retirement/pensions, investments, life assurance and protection. By identifying your goals and when you want to achieve them we can create a strategy for financial success. Our team is at your disposal to clarify any concerns you have and also review annually your plan as your priorities might change. Derradda Financial Services Limited with registered office at Garadice House, 3 - 4 Fairview, Dublin 3, Ireland. Registered in Ireland 599728. Phone: +353 1 818 6104 and email [info@derradda.ie](mailto:info@derradda.ie).

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

Derradda Financial Services Limited C176164 is regulated by the Central Bank of Ireland as an Investment Intermediary registered under the European Union (Insurance Distribution) Regulations 2018; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995. 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

Derradda Financial Services Limited is subject to and complies with the Consumer Protection Code, Minimum Competency Code and Fitness & Probity

Standards as laid down by the Central Bank of Ireland these codes are in place for the protection of the consumer and can be found on [www.centralbank.ie](http://www.centralbank.ie)

### OUR SERVICES

Derradda Financial Services 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 assurance, serious illness cover, other protection policies, pension policies, other retirement related policies, and savings & investment policies. A full list of insurers and product producers with which we deal is available on request. We are not under a contractual obligation to conduct Insurance distribution business exclusively with one or more Insurance Undertakings. We give advice based on a fair analysis and provide advice from the selection of products provided by the Companies we have agencies with. We recommend the product that, in our professional opinion, is best suited to your needs and objectives from this selection of products.

### LIFE/PENSIONS/DEPOSITS/INVESTMENTS

Derradda Financial Services Limited provide life assurance and pensions on a fair and personal 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;

## RETIREMENT PLANNING - FAMILY & BUSINESS PROTECTION - FINANCIAL PLANNING FOR BUSINESS - INVESTMENT ADVISORY SERVICES

Derradda Financial Services Limited, Garadice House, 3 - 4 Fairview, Dublin 3, Ireland, D03XOY5  
Director: Cathal McHugh F.C.P.A, Q.F.A. Company Registration No. 599728  
T: + 353 1 818 6104; E: [info@derradda.ie](mailto:info@derradda.ie); W: [www.derradda.ie](http://www.derradda.ie)

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.

## NON-LIFE POLICIES

Derradda Financial Services Limited provides non-life policies, including investment and savings products, 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 us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

## SUSTAINABLE FACTORS – INVESTMENT/ PENSION ADVICE

When providing advice, Derradda Financial Services Limited will consider the adverse impacts of investment decisions on sustainability. We will consider your preferences on sustainable investing and create a statement of suitability for you showing our recommendations to you. Ultimately, it is the Product Producers we have agencies with that create the Investment products we advise on, and it will be their documentation we are relying and providing on when advising you on sustainability investments.

All information regarding Sustainability Finance Disclosures will be adhered to by the product producers and their brochures and documents will outline their disclosures.

## REMUNERATIONS

Derradda Financial Services Limited receives commissions and other payments from product producers. These commissions and payments are based on agreed terms with product providers and vary from product to product. Details of the amount of the actual commissions and other payments will be included, where applicable, in the product information documents you will receive before a product proposal is completed by you. These commissions are paid periodically by the product producers at varying rates depending on the product. Where we receive recurring commission, this forms part of the remuneration for ongoing advice with regards to the business we advise

you on and we will provide you with an annual update on your investment business. 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.

Where Derradda Financial Services Limited receives a commission from the product producer no other charges will be charged for the investment or protection business services from you.

If Derradda Financial Services Limited does not receive a commission or payment from the product producer, you will be charged for Derradda Financial Services Limited services by way of an hourly rate for our time. We will agree the fee structure with you in advance of providing a service which we do not receive commission. When there is a withdrawal from an application or engagement process at what is considered to be the final stage a fee based on time incurred will be payable to Derradda Financial Services Limited for the work completed. This hourly rate fee will be fully explained. When arising, you must pay our invoices promptly and discharged without set-off, counterclaim or deduction.

Derradda Financial Services Limited may share commission or payments from product producers with other third parties or receive remuneration from them in respect of transactions carried out on your behalf. Where a third-party charge is incurred, you will be informed, and it will be passed on to you. Occasionally we may receive recurring commission, this usually forms part of the remuneration for initial advice provided. 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 firm unless an arrangement to the contrary is made. You may choose to pay in full for our services by means of a fee. Directors/Adviser fees: €200 per hour. Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency.

## CLAWBACK

If we receive commission from a product provider [and off-set the commission against the fee which we would

otherwise have charged you] but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that is equal to [100% of] the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

## 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 which may result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to 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 and/or inappropriate investments.

## CONFLICT 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.

## 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.

## 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. Derradda Financial Services 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 [derradda.ie](http://derradda.ie), if this medium is not suitable we will ensure you can easily receive a copy by hard copy, or telephonic environment. Please contact us at [info@derradda.ie](mailto:info@derradda.ie) if you have any concerns about your personal data.

## COMPENSATION SCHEME

Derradda Financial Services Limited 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 CLIENT'S COMPENSATION AND MEMBERSHIP BENEFITS SCHEME (BIC)**

Derradda Financial Services Limited are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). 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.