**Terms of Business of DW fINANCIAL Ltd.**

These terms of business will remain in force and shall apply to any business service provided to you now or at a future date. Should my firm change any of its business terms at a future date I will advise you at our next meeting.

* ***DW Financial Ltd i***s regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005, as amended as an investment business firm under the Investment Intermediaries Act, 1995 as amended, as a mortgage intermediary under the Consumer Credit Act 1995, as amended 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. Our Central Bank number is C127899.

* ***DW Financial Ltd*** is subject to the Consumer Protection Code 2012, Minimum Competency Code 2011, Fitness & Probity Standards 2014 and Handbook of Prudential Requirements for Investment Intermediaries 2014 which offer protection to consumers. These Codes can be found on the Central Bank’s website [www.centralbank.ie](http://www.centralbank.ie)
* ***DW Financial Ltd*** is a member of PIBA.
  + ***DW Financial Ltd*** offers a range of products and services including life assurance product, income protection, investments, pensions, deposits, mortgages.

Our firm provides advice on a fair analysis of the market. “Fair analysis of the market” means that our firm provides its services on the basis of a sufficiently large number of contracts and product producers available on the market to enable our firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet our clients consumer’s needs. When our firm provides mortgage services to clients we provide this service on a limited analysis basis meaning that our firm provides mortgage services on the basis of a limited number of contracts and product producers available on the market.

* ***DW Financial Ltd*** holds written appointments with the following life assurance companies: Irish Life Assurance, New Ireland Assurance, Zurich, Aviva, Standard Life, Canada Life, Friends First, Royal London, Phoenix Life.

We have an agency with Wealth Options for Investment business.

We hold an agency with PIBA Network Services for mortgages, this agency gives our firm access to the following lenders: AIB Mortgage Bank, Banco Sabadell S.A., BNP Paribas Personal Finance, Cork City Council, Dilosk DAC, Dublin City Council, Galway County Council, Haven Mortgages Limited, KBC Bank Ireland plc, Kilkenny County Council, Pepper Finance Corporation (Ireland) DAC, permanent tsb plc, Seniors Money Mortgages (Ireland) Designated Activity Company

* ***DW Financial Ltd*** may receive commission and other payments from the product providers and lenders to whom orders are transmitted. Details of charges and commission payments are available on request.
* In certain circumstances the firm may charge you a fee for the services provided. If we do this we will provide you with a written estimate of this in advance of providing any business service. Details of bank commissions are available upon request.
* All the information you provide to our firm will be processed in line with your rights under the Data Protection Acts 1988 to 2003. This information will only be used to provide you with business services, to meet any legal and regulatory obligations, and for legitimate business reasons. For these purposes personal information may have to be given to third parties and to contractors where necessary, to regulatory authorities that need the information by law, to other companies and service providers with whom we have a data processing contract and to any person your plan is transferred to. From time to time, Information about other financial products and services may be sent 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 me at the address given. A charge of up to €6.35 may be required before we send you the information.
* It is the policy of ***DW Financial Ltd*** to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this in writing before proceeding to provide any business service. If you have not been advised on any such conflict you are entitled to assume that none arises.

* ***DW Financial Ltd*** charges an administration fee where it gives advice which, either results in no product being placed, or the product being placed direct with a product producer or with a product producer with whom it has no agency.

The administration fee scale is: Advisor - €90 per hour  
Support Staff - €45 per hour

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency.

* ***DW Financial Ltd*** will, if necessary, exercise its legal rights to receive any payments due to it, from clients for business services provided by it and to be reimbursed for any value obtained by it for clients arising from payments to it by clients which subsequently default. A Product Provider may withdraw benefits on default of payments due under any products arranged for your benefit. Details of these provisions will be included in your product terms and conditions.
* Any complaint that you may have in relation to the business services provided should be made in writing to ***DW Financial Ltd*** or by contacting ***DW Financial Ltd*** outlining the nature of your complaint. All complaints will be acknowledged in writing within 5 business days of the complaint being received. The complaint will be fully investigated by ***DW Financial Ltd*** and a full response will be provided to you. Wewill aim to provide this response not later than 20 business days from receipt of your complaint. In the event that you remain dissatisfied with the firm’s handling of and response to your complaint you are entitled to refer your complaint to the Financial Services Ombudsman’s Bureau or the Pensions Ombudsman (contact details below).

Financial Services Ombudsman Bureau Office of the Pensions Ombudsman

3rd Floor 36 Upper Mount Street

Lincoln House Dublin 2

Lincoln Place Phone: 01 647 1650

Dublin 2 Fax: 01 676 9577

Lo-call: 1890 88 20 90 E-mail: [info@pensionsombudsman.ie](mailto:info@pensionsombudsman.ie)

Fax: 01 662 0890 Website: [www.pensionsombudsman.ie](http://www.pensionsombudsman.ie)

E-mail: [enquires@financialombudsman.ie](mailto:enquires@financialombudsman.ie)

Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

* We are a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998. The legislation provides for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to clients of firms covered by the Act. However you should also be aware that a right to compensation would only arise where money or investment instruments held by this company on your behalf cannot be returned either for the time being or for the foreseeable future and where the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the clients loss, which is recognised as being eligible for compensation or €20,000.

These Terms of Business are effective from April 2017

DW Financial Limited

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