



# Terms of Business

January 2022

These terms of business set out the basis upon which Rockwell Financial Management Ltd t/a, Rockwell, Humdinger Mortgages, will provide Financial Advisory, Mortgage and Insurance services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both our firm and you in relation to such services. This is an important document – please read carefully and if you have any questions please contact us. If there are any material changes to the information in this document, you will be issued with a revised copy as soon as possible.

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**Managing Director**  
Robert Whelan

## Section 1 – Terms of Business Overview

### Authorisation

Rockwell Financial Management Ltd trading as Rockwell, **Humdinger Mortgages**, 103 Francis Street, Dublin 8 is regulated by the Central Bank of Ireland as:

- › An **Insurance, Reinsurance or Ancillary Insurance Intermediary** under the European Union (Insurance Distribution) Regulations, 2018.
- › An **Investment Business Firm** under Section 10 of the Investment Intermediaries Act, 1995 (as amended).
- › An **Investment Product Intermediary Service Provider** holding appointments from IIA product producers, including intermediaries that may issue appointments, appearing in the register maintained under Section 31 of the Investment Intermediaries Act, 1995 (as amended)
- › A **Mortgage Credit Intermediaries/Mortgage Intermediary** authorised pursuant to Section 31(10) of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and Section 151A (1) of the Consumer Credit Act 1995.

Details of our authorisation status can be verified on the Central Bank's website [centralbank.ie](http://centralbank.ie) under the registers section. Please refer to Rockwell Financial Management Ltd trading as Rockwell, **Humdinger Mortgages**, Ref. No. C117291.

**Humdinger Mortgages** specialises in providing financial advice and services to individuals and companies. In particular, we provide Pensions, Income Protection, Life Insurance, Mortgages, Savings and Investments; as well as Company Pension Schemes, Group Life Insurance and Group Income Protection. Full details of our products and services can be viewed at [www.humdingermortgages.ie](http://www.humdingermortgages.ie)

In addition to the products and services currently provided, **Humdinger Mortgages** may also provide other financial services if agreed between us in writing.

The purpose of this document is to outline for you our Terms of Business for Individual Plans, Investment Services, and other financial services which the Company provides. **Humdinger Mortgages** is remunerated by commissions paid by the product providers, insurance companies and lenders for whom we hold written agencies in order to arrange non-life and life insurance, investments and mortgages etc. Commissions vary depending on the various products.

### Statutory Codes of Conduct

**Humdinger Mortgages** is subject to the following Central Bank of Ireland Codes of Conduct:

- › Consumer Protection Code
- › CPC Addendum 2019
- › Minimum Competency Code
- › Fitness and Probity Standards **and** Handbook of Prudential Requirements for Investment Intermediaries

These codes offer protection to consumers and can be found on the Central Bank's website [centralbank.ie](http://centralbank.ie), by entering the term 'Codes/Guidance on Regulatory Requirements' into their search engine.

We go to great lengths to ensure that the information contained in this document is complete and accurate at the date of printing. If you have any queries regarding the enclosed fees or charges, please contact **Humdinger Mortgages** by email at [hello@humdingermortgages.ie](mailto:hello@humdingermortgages.ie) and ensure that the subject line of your email is 'Terms of Business Query'.

### **CPC Addendum 2019**

Pursuant to provision 4.58A of the Central Bank of Ireland's September 2019 Addendum to the Consumer Protection Code, **Humdinger Mortgages**, must make available on our website, a summary of the details of all arrangements for any fee, commission, other reward or remuneration provided to us which has been agreed with our product producers. Our Remuneration Document (January 2022) can be found at the bottom of each page on our website [www.humdingermortgages.ie](http://www.humdingermortgages.ie)

## **Section 2 – Our Services**

**Humdinger Mortgages** offers its clients an extensive choice of suitable products that best serve their needs and circumstances. On receipt of your instructions we will transmit orders on your behalf to one or more product producers with whom we hold a written appointment (a list of which is available on request).

**Humdinger Mortgages** offer advice on a fair and personal analysis basis in relation to Financial Services and Mortgage products and services. The concept of fair & personal analysis is derived from the Insurance Mediation Directive. It describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/ or a specialist area. 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 client's needs. When providing advice, the firm does not consider the adverse impacts of investment decisions on sustainability. The firm will review this approach on an annual basis in April each year.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair & personal analysis must be such that could be reasonably expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

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,
- > the quality of the product and service provided by the provider,
- > cost, and any other relevant consideration.

## 1. Investment Intermediary Service

**Humdinger Mortgages** is remunerated by commission for its investment intermediary services.

## 2. Life, Pensions and Life Wrapped Investments

**Humdinger Mortgages** provide Life Assurance and Pension Products 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 these policies, or in the event of a claim during the life of the policies, 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 Income Protection and Serious Illness Policies. Specifically, on the subject of Income Protection Cover, it is our policy to 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.

## 3. Deposits

We provide professional advice in relation to Deposit Options on a limited basis and can arrange Deposits with the Deposit Provider(s) with whom we have a written appointment, namely:

- > KBC Bank

## 4. Mortgages

Through the lenders or undertakings with which we hold an agency we can provide advice on and arrange Mortgage Products such as Fixed Rate Loans, Variable Rate Mortgages, capital & interest mortgages, interest only mortgages, endowment mortgages, pension mortgages and residential investment property.

**Humdinger Mortgages** provides 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.

## Disclosure of Information

It is your responsibility to provide complete and accurate information for insurers when arranging a policy. Failure to disclose any material information to your insurers may invalidate your cover and could mean that all or part of a claim will not be paid. It is also your responsibility to provide complete and accurate information to Financial Institutions in order for them to conduct a proper credit worthiness assessment when arranging Mortgage finance. If you are unsure as to your disclosure requirements, please discuss this with us.

## Remuneration

**Humdinger Mortgages** will be remunerated for business services we offer our clients in several ways:

- › By you directly in the form of a fee which we will discuss and agree in advance of all transactions and/or
- › You also have the option to pay for the independent services we provide by way of a professional fee or by way of a combination of commissions and fees which we will discuss and agree in advance of all transactions. Where it is not possible to provide the exact amount, we will provide you with the method of calculation of the 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 5 hours.

If we receive commission from a product producer, 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.

- › By commission earned from insurers and product producers to whom orders are transmitted, for new business and/or based on quality of business introduced. Summary details of these payments will be included in a product information document which you will receive both from us and the Insurer/Product Producer. (See below for indicative ranges)

## Approved Retirement Funds (ARFs)

Insurance Company's Annual Management Charge (as a % of fund value) – up to 1.55%

Typical Annual Management Charge (as % of fund value/inclusive of **Humdinger Mortgages** fee\*) – 1.45%

Early Exit Penalty (as a % of the amount being drawn down from the fund) – up to 5%

Initial commission paid by Insurer to **Humdinger Mortgages** – up to 5% of investment amount **Humdinger Mortgages**

Annual Management Charge paid by Insurer to **Humdinger Mortgages** – 0.6% of fund value

### Single Premium Pensions (Executive/Personal)

- › Insurance Company's Annual Management Charge (as a % of fund value) – up to 1.55%
- › Typical Annual Management Charge (as % of fund value/inclusive of **Humdinger Mortgages** fee\*) – 1.45%
- › Early Exit Penalty (as a % of the amount being drawn down from the fund) – up to 5%
- › Initial commission paid by Insurer to **Humdinger Mortgages** – up to 5% of investment amount
- › Pensions Authority Fee (Executive Pensions only) – €8.00 per annum

*\*Humdinger Mortgages Annual Management Charge paid by Insurer to Humdinger Mortgages – 0.6% of fund value*

### Regular Premium Pensions (Executive/Personal)

- › Insurance Company's Contribution Charge (as a % of each contribution) – up to 3%
- › Typical Contribution Charge (as a % of monthly contributions) – 1%
- › Insurance Company's Annual Management Charge (as a % of fund value) – up to 1.55%
- › Typical Annual Management Charge (as % of fund value/inclusive of **Humdinger Mortgages** fee\*) – 1.45%
- › Early Exit Penalty (as a % of the amount being drawn down from the fund) – up to 5%
- › Initial commission paid by Insurer to **Humdinger Mortgages** – up to 17.5% of 1st years premium
- › Pensions Authority Fee (Executive Pensions only) – €8.00 per annum

*\*Humdinger Mortgages Annual Management Charge paid by Insurer to Humdinger Mortgages – 0.6% of fund value*

### Individual Protection Policies – Life Cover and Specified Illness Cover

No direct charge to the customer is levied by **Humdinger Mortgages**.

Initial commission paid by Insurer to **Humdinger Mortgages** – up to 180% of annual premium.

Renewal commission paid by Insurer to **Humdinger Mortgages** – up to 15% of annual premium.

### Mortgages

Fee in respect of arranging Approval In Principal – up to €485

Commission paid by the Financial Institution to **Humdinger Mortgages** – 1% of loan amount\*

*\*This is not an additional charge to the customer.*

### Individual Permanent Health Insurance

No direct charge to the customer is levied by **Humdinger Mortgages**.

Initial commission paid by Insurer to **Humdinger Mortgages** – up to 147.5% of annual premium.

Renewal commission paid by Insurer to **Humdinger Mortgages** – up to 6% of annual premium.

### Individual Investment Bonds

Insurance Company's Annual Management Charge (as a % of fund value) – up to 1.55%

Typical Annual Management Charge (as % of fund value/inclusive of **Humdinger Mortgages** fee\*) – 1.45%

Early Exit Penalty (as a % of the amount being drawn down from the fund) – up to 5%

Initial commission paid by Insurer to **Humdinger Mortgages** – up to 5% of investment amount

Government Levy – 1% of the amount invested

*\*Humdinger Mortgages Annual Management Charge paid by Insurer to Humdinger Mortgages – 0.6% of fund value*

## Standard Personal Retirement Savings Accounts (PRSA's)

- > Insurance Company's Contribution Charge (as a % of each contribution) – up to 5%
- > Typical Contribution Charge (as a % of monthly contributions) – 3%
- > Insurance Company's Annual Management Charge (as a % of fund value) – 1%
- > Early Exit Penalty (as a % of the amount being drawn down from the fund) – up to 5%
- > Initial commission paid by Insurer to **Humdinger Mortgages** – up to 15% of 1st years premium

## Savings Plans

- > Insurance Company's Contribution Charge (as a % of each contribution) – up to 3%
- > Typical Contribution Charge (as a % of monthly contributions) – 1%
- > Insurance Company's Annual Management Charge (as a % of fund value) – up to 1.50%
- > Typical Annual Management Charge (as % of fund value/inclusive of **Humdinger Mortgages** fee\*) – 1.75%
- > Early Exit Penalty (as a % of the amount being drawn down from the fund) – up to 5%
- > Initial commission paid by Insurer to **Humdinger Mortgages** – up to 15% of 1st years premium

*\*Humdinger Mortgages Annual Management Charge paid by Insurer to Humdinger Mortgages – 0.6% of fund value*

## Life Assurance, Pensions/PRSA's and Investment Business

As explained, you may elect to deal with us on a fee-only basis and we have specific charging structures in line with the level of services you require. These are:

PROFESSIONAL ADVISOR	PROFESSIONAL FEE (Hourly Rate Ex VAT)
Directors	€350.00 per hour
Accounts Executive/ Qualified Financial Advisers	€275.00 per hour
Support Staff	€100.00 per hour

Additional fees may be payable for complex cases to reflect value, specialist skills or urgency. We will give an estimate of this rate in advance of providing you with services. 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.



## Mortgages

We charge **€485** to process a mortgage application to cover our administrative costs with providing the service. This is due at Approval in Principal stage. We receive 1% of the mortgage amount (or whatever maximum is payable) of the loan for arranging mortgage finance. This commission paid by the mortgage lender.

The following fees apply to clients wishing to engage **Humdinger Mortgages** for Mortgage Advice:

PROFESSIONAL ADVISOR	PROFESSIONAL FEE (Hourly Rate Ex VAT)
Directors	€350.00 per hour
Accounts Executive/ Qualified Financial Advisers	€275.00 per hour
Support Staff	€100.00 per hour

Please note that lenders may charge specific fees in certain circumstances and if this applied, 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.

*All fees will be notified in writing to the client prior to agreement.*

## Lifestyle Financial Planning

0.6% pa of assets under influence up to €1,000,000\*

0.35% pa of assets under influence > €1,000,000

*\*subject to a minimum charge of €1,750 pa*

## 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 or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

## Complex Investments Instruments (MiFID\*) & Periodic Assessment of Suitability

Where we provide an investment service that involves a periodic suitability assessment, we will provide you with a report annually outlining any changes in the services or instruments involved &/or the circumstances of you, our client. \*Markets in Financial Instruments Directive

## Handling Clients' Money

**Humdinger Mortgages** will accept payments by cheque in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995 (as amended).

The Company is not authorised to accept negotiable instruments in any other circumstances.

## Receipts

Our firm will issue a receipt for each negotiable or non-negotiable instrument or payment received pursuant to Section 30 of the Investment Intermediaries Act 1995 (as amended).

## 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.

## 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.

## Cancellation

You, the customer can cancel your policy at any time by giving notice in writing subject to the terms and conditions of the applicable policy.

## 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.

## Compensation Scheme

We are members of the 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.

### **Governing Law and Language**

The laws of Ireland form the basis for establishing relations between you and our firm. All contracts, terms, conditions and communications relating to any policies you may enter with this firm will be in English.

### **Anti – Money Laundering/Countering the Financing of Terrorism**

Our firm reserves the right to request any facts about a client which it reasonably believes it needs to know in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) (Amended) Act 2013.

### **Data Protection**

Rockwell Financial Management Ltd trading as Rockwell, **Humdinger Mortgages**, complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Our firm 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 assessable. Please refer to our website <https://humdingermortgages.ie/privacy-statement/>, if this medium is not suitable we will ensure you can easily receive a copy by the most suitable means for you.

Please contact us at [dataprotection@humdingermortgages.ie](mailto:dataprotection@humdingermortgages.ie) if you have any concerns about your personal data.

### **Direct Marketing**

We would like to keep you informed of various Pension, Insurance, Investment and any other related services, competitions and newsletters which we provided that we think may be of interest to you. If you consent to receiving such marketing information, please tick the boxes on the client acknowledgement form.

## Section 3 – List of Providers

Product producers with whom **Humdinger Mortgages** holds written letters of appointment

- 
- > Aviva Life & Pensions Ireland Ltd

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  - > BCP Asset Management

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  - > Broker Solutions

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  - > Brokers Ireland Network Services Ltd

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  - > Cantor Fitzgerald

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  - > Davy Stockbrokers

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  - > Dilosk DAC– t/a ICS Mortgages

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  - > Finance Ireland

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  - > Friends First Life Assurance Company dac

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  - > Greenman Investments

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  - > Haven Mortgages Ltd.

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  - > Irish Life Assurance plc

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  - > Independent Trustee Company Ltd t/a ITC

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  - > KBC Bank Ireland plc

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  - > Merrion Stockbrokers

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  - > New Ireland Assurance Company plc

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  - > Permanent TSB plc

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  - > Phoenix Ireland

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  - > Royal London

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  - > Standard Life Assurance Ltd.

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  - > Ulster Bank Ireland dac

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  - > Wealth Options Ltd

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  - > Zurich Life Assurance plc

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# humdinger<sup>®</sup> mortgages

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**Managing Director**  
Robert Whelan