

# TrustPoint Finance

## Terms of Business

Future Proof Finance Limited T/A TrustPoint Finance, Future Proof Finance,, Future Proof Mortgages is regulated by the Central Bank of Ireland

These Terms of Business set out the basis upon which we provide services to you and outline the responsibilities of both our firm and you. Please read these terms carefully. If you have any questions, we are happy to clarify them. If material changes are made, we will notify you.

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## 1. Authorisation

Future Proof Finance Ltd is:

- A Multi-Agency Intermediary authorised under the Investment Intermediaries Act 1995 (as amended)
- A Mortgage Intermediary authorised under the Consumer Credit Act 1995
- An Insurance Intermediary registered under the European Communities (Insurance Mediation) Regulations 2005

Copies of our regulatory authorisations are available on request.

The Central Bank maintains public registers of regulated firms which can be accessed at: [www.centralbank.ie](http://www.centralbank.ie)

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## 2. Our Services

We are authorised to provide financial advice in relation to:

- Mortgages
- Insurance policies
- PRSAs
- Tracker bonds
- Relevant collective investment schemes

We may receive and transmit orders on your behalf to product providers with whom we hold appointments.

### Nature of Service – Fair Analysis

TrustPoint Finance provides advice on a **fair analysis basis** in relation to the products for which we are authorised. This means that, in accordance with the Consumer Protection Code,

we consider a sufficiently large number of product providers and contracts available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which product is most suitable to your needs and objectives. Where we provide advice on any other basis (for example, where a lender requires submission through a specific intermediary), this will be clearly disclosed to you in advance.

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### **3. Fees & Remuneration**

#### **Initial Consultation**

The first fact-finding meeting is free of charge.

#### **Mortgage Services**

**Commission:**

We may earn up to 1% of the loan amount from the mortgage lender, payable after drawdown.

**Fee:**

€300- €700 depending on the complexity, for advising, preparing, and submitting your mortgage application.

This fee may be partly refundable only if the mortgage is successfully drawn down.

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#### **Investment Services**

**Commission:**

- 0% – 5% of single premium investments
- 0% – 25% of regular premium contracts
- Trail commissions may apply

**Fees:**

€500 – €6,000 depending on complexity and time involved.

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#### **Life & Pension Services**

**Commission:**

- Life/Protection: 20% – 225% of annual premium
- Pensions: 0% – 5.5% single premium
- Regular pension premiums: 0% – 25%

Trail commission may also apply.

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## **Claims Assistance**

We may charge up to 15% of a successful claim amount.  
All fees are agreed in writing in advance.

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## **Clawback**

If commission is clawed back by a product provider due to early cancellation, transfer, or encashment caused by you, we reserve the right to recover 100% of the clawed-back commission.

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## **4. Default of Payment**

We reserve the right to recover fees or premiums owed.  
Product providers may withdraw cover or benefits in the event of non-payment.

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## **5. Investor Compensation**

We are members of the Investor Compensation Scheme established under the Investor Compensation Act 1998.

Compensation may apply where client money or investment instruments cannot be returned.

The maximum compensation is:

- 90% of the loss  
(subject to statutory limits)

We also hold Professional Indemnity Insurance.

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## **6. Conflicts of Interest**

We aim to avoid conflicts of interest.  
If an unavoidable conflict arises, we will notify you in writing.

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## 7. Complaints Procedure

Complaints should be made in writing to:

**The Compliance Officer**

Futureproof Finance Ltd T/A Trustpoint Finance  
Ace Enterprise Centre  
Lucan, Co. Dublin  
Email: [info@trustpointfinance.ie](mailto:info@trustpointfinance.ie)

We will acknowledge your complaint within 5 business days.

If unresolved, you may refer the matter to the [Financial Services and Pensions Ombudsman](#)

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## 8. Product Suitability

All advice is based on information provided by you and current legislation.

You must provide complete and accurate information.  
If circumstances change, you should notify us.

You will receive a Statement of Suitability explaining our recommendation.

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## 9. Duty of Disclosure (Insurance)

Insurance contracts require utmost good faith.

You must disclose all material facts.  
Failure to do so may result in cancellation or non-payment of claims.

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## 10. Claims

Claims should be notified directly to the insurer.  
If you encounter difficulty, contact us for assistance.

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## 11. Governing Law

These Terms are governed by the laws of the Republic of Ireland.

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# Privacy Notice

TrustPoint Finance respects your privacy and processes personal data in accordance with:

- [General Data Protection Regulation](#)
- [Irish Data Protection legislation](#)

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## What Information We Collect

We may collect:

- Identification details
- Financial information
- Employment details
- Sensitive data (e.g., health for insurance)

We retain client records for at least six years or longer where legally required.

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## How We Use Your Information

We use your data to:

- Provide advice
- Arrange financial products
- Comply with legal obligations
- Communicate with you
- Provide marketing (where you opt in)

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## Sharing of Information

We may share your information with:

- Mortgage lenders
- Insurance companies
- Investment providers
- Professional advisers
- Regulators

Where we do not hold a direct agency with a lender, we may share your data with a regulated mortgage intermediary solely for the purpose of submitting your application.

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## International Data Transfers

We utilise administrative and operational support staff based in India.

As a result, certain personal data may be accessed or processed outside the European Economic Area (EEA).

Where this occurs:

- We implement EU Standard Contractual Clauses
- We have Data Processing Agreements in place
- Access is restricted and controlled
- Appropriate technical and organisational safeguards are applied

This ensures your data receives protection equivalent to GDPR standards.

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## Data Security

We implement:

- Encryption
  - Secure document storage
  - Access controls
  - Confidentiality agreements
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## Data Protection

TrustPoint Finance processes personal data in accordance with the **General Data Protection Regulation (EU) 2016/679 (GDPR)** and the **Data Protection Act 2018**. We collect, process and retain personal data only where necessary for the provision of our services, to comply with legal and regulatory obligations, or where you have provided explicit consent. Full details of how we process your personal data, including your rights under data protection law, are set out in our Privacy Notice, which is available on request and on our website.

We process personal data on the basis of contractual necessity, compliance with legal obligations (including anti-money laundering legislation), legitimate interests, and where required, explicit consent. Failure to provide required information may prevent us from providing services.

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## Your Rights

You have the right to:

- Access your data
- Correct inaccuracies
- Request deletion (where applicable)
- Restrict or object to processing
- Withdraw consent

To exercise your rights, email: [info@trustpointfinance.ie](mailto:info@trustpointfinance.ie)

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## Right to Complain

You may lodge a complaint with the [Data Protection Commission](#)

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## Updates

We may update this notice from time to time.

The latest version will always be available on request or on our website.