01 567 2078
hello@capitalplan.ie
capitalplan.ie

# Terms of Business

These Terms of Business are applicable from 23/05/2026 and set out the general terms under which we will provide business services to you and the respective duties and responsibilities of both ourselves 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.

Thrust Financial Services Ltd trading as Capital Plan, Mortgage Plan · 14 Mach House, North Street Business Park, Swords, Co. Dublin, K67A037 · Tel: +353 (0)1 567 2078 · Email: info@capitalplan.ie · www.capitalplan.ie

**Authorisation**
Thrust Financial Services Ltd trading as Capital Plan, Mortgage Plan is regulated by the Central Bank of Ireland an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018 and as a Mortgage Intermediary authorised under the Consumer Credit Act, 1995, and as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016. Copies of our regulatory authorisation are available on request. Our authorisation can be checked on the Central Bank of Ireland registers website at www.centralbank.ie or by calling them on 0818 681 681 to verify our credentials. Our reference code is C574784.

**Codes of Conduct**
We are subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can also be found on the Central Bank's website www.centralbank.ie

**Our Services**
Thrust Financial Services Ltd trading as Capital Plan, Mortgage Plan is a member of Brokers Ireland.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life, pensions, investments and mortgage products. A full list of insurers, product producers and lending agencies with which we deal is set out below and is also available on request.

**Insurance Intermediary Services/Mortgage Intermediary Services** (except for Insurance based Investment Products (IBIPs))

**Fair and Personal Analysis**
The concept of fair and personal analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, pension, 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.

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 analysis must be such that could reasonably be 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 and 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.

**Insurance based Investment Products**
We are remunerated by commission for the advice we provide on our insurance based investment products

**Life & Pensions**
We 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 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.

For a full list of insurers, product producers and lending agencies see below;

| **Life Companies** | **Mortgage Providers** |
|---|---|
| Aviva Life & Pensions Ireland DAC | Brokers Ireland Network Services Limited |
| Irish Life Assurance Plc | Dilosk DAC trading as ICS Mortgages |
| New Ireland Assurance Co plc | Permanent TSB |
| Royal London | Bank of Ireland Mortgages |
| Zurich Life | Nua Money Limited |
| Standard Life | |

**Mortgages**
Through the lenders or other undertakings with which we hold an agency, Thrust Financial Services Ltd trading as Capital Plan, Mortgage Plan. can provide advice on and arrange mortgage products from the following range: fixed-rate loans, variable rate mortgages, capital & interest mortgages, interest only mortgages, endowment mortgages, pension mortgages and residential investment property mortgages.

We provide 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. Where the creditor is unable to carry out an assessment of creditworthiness because the consumer chooses not to provide the information or verification necessary for an assessment of creditworthiness, the credit cannot be granted.

**Sustainability Factors – Investment/Pension Advice**

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, we assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation to the products proposed/advised on. This means that we assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

We integrate these risks in our advice in the following way: We review product provider literature in relation to sustainability risks, we liaise with the providers in relation to any queries in relation to the funds. This information is reviewed by the firm on an ongoing basis.

**Considering Principal Adverse Impacts on sustainability factors in the advice:**
When providing advice on insurance-based investment products ('IBIPs') or investment advice we do not consider the impacts of our advice that result in negative effects on sustainability factors (namely environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters), because there are currently few relevant products on the market which meet these criteria. The area of sustainable finance is relatively new and as the issue progresses, we will review our position.

The firm will review this approach on an annual basis in September.

**Impact on Return**
We have not assessed the likely impacts of sustainability risks on the returns of *Investment/Pensions* since we have not been able to identify any sustainability risks that are relevant.

**Statement of Charges**
We may earn our remuneration on the basis of fee, commission and any other type of remuneration, including a non-monetary benefit or on the basis of a combination of these methods. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients.

You may choose to pay in full for our services by means of a 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 10 hrs.

Pursuant to Regulation 68 of the Consumer Protection Code, 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 – https://capitalplan.ie

In certain circumstances, it will be necessary to charge a fee for services provided. These are listed below. In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

If we receive commission from a product provider, this may/will be offset against the fee which we will charge you. Where the commission is greater than the fee due, the commission may become the amount payable to the firm unless an arrangement to the contrary is made.

**Life and Pensions**

You may elect to deal with us on a fee basis.

Directors €250.00 per hour Senior Advisers €175.00 per hour

| | | | |
|---|---|---|---|
| Associates | €150.00 per hour | Support staff | €100.00 per hour |

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency, our scale of fees for such cases range from a minimum of €200.00 per hour to a maximum of €300.00 per hour. We will notify you in advance and agree the scale of fees to be charged.

**Personal Retirement Savings Accounts (PRSAs) – Fees**

Where advice is requested for PRSAs, the following hourly fees will apply:

| | | | |
|---|---|---|---|
| Directors | €250.00 per hour | Senior Advisers | €175.00 per hour |
| Associates | €150.00 per hour | Support staff | €100.00 per hour |

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency, our scale of fees for such cases range from a minimum of €200.00 per hour to a maximum of €300.00 per hour. We will notify you in advance and agree the scale of fees to be charged. 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.

**Bare Trust**

Please note, we charge €500 for the establishment and registration of a Bare Trust.

**Ongoing Remuneration**

We wish to inform you that we receive ongoing remuneration from Product Providers in respect of the financial service provided to you. This remuneration is based on the value of your fund/the amount of your annual premium and is intended to cover the ongoing service that we provide to you in relation to this product.

The nature of the service for which this remuneration is payable includes regular reviews of your product, updates on performance, and continued access to our advice, and or ancillary IT systems such as our customer portal.

**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.

M**ortgages**

We may receive up to 1% *(or whatever maximum is applicable)* of the loan for arranging mortgage finance. This commission is paid by the mortgage lender. The actual amount of commission will be disclosed at a later stage in the ESIS (European Standardised Information Sheet) which will be forwarded to you. Information on the variation in levels of commission payable by the different creditors providing credit agreements being offered are available on request. The Firm holds the right to charge a fee of no less than €500 for completing a mortgage application on a client's behalf. For applications that take more than two hours, The Firm reserves the right to charge its hourly fees listed above. Our minimum loan amount is €150,000. Where we arrange a loan below this figure, we will charge an application fee equal to the difference between €1,500 and 1% of the loan amount.

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

**Ongoing Suitability**

Ongoing suitability assessments form part of the service to clients. On an annual basis the firm will issue a client report outlining changes in the services or instruments involved and/or the circumstances of the client.

**Insurance based Investment Products**
We will provide periodic assessments of the suitability of the insurance based investment product which we have recommended to you.

**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.

**Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments**

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the 'average consumer'1.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

**Completed proposal forms/statement of fact**

Completed proposal forms or Statement of Facts will be provided to you, these are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

**Commercial Customers: Non-Consumer Disclosure of Information**
It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void

**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 and the firm will take all steps within its control to appropriately manage

[1] Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.

the conflict and minimise the impact of the conflict on the consumer. Andrew Nolan is responsible for managing potential conflicts of interest. A full copy of our conflicts of interest policy is available on request.

In some cases, we may be a party to a profit-share arrangement with product producers where we provide extra services for the provider. Agreements to this effect are not in place at present. Any business arranged with these providers on your behalf is placed with them as they are at the time of placement the most suitable to meet your requirements taking all relevant information, demands and needs into account.

**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.

**Complaints**

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firm's established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint in writing within 5 working 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 working 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 complaint's procedure is available on our website, www.capitalplan.ie and on request.

**Data Protection**

We are subject to the requirements of the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation (EU) 2016/679 (GDPR).

Thrust Financial Services Ltd trading as Capital Plan, Mortgage Plan 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 www.capitalplan.ie if this medium is not suitable we will ensure you can easily receive a copy in hard copy or by telephone.

Please contact us at **info@capitalplan.ie** if you have any concerns about your personal data.

**The following sections apply to consumer duties and rights** arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers.

**Cancellation of a Contract of Insurance**

- If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days after the date you were informed the contract is on cover

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right to cancel does not apply where, in respect of life insurance the contract is for a duration of six months or less.
You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance
A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved
An insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

Any clause in a contract of insurance that refers to a "material change" will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of both you and the insurer when the contract was concluded.

You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).

If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and it will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

**Compensation Scheme**

We 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 Clients' Compensation and Membership Benefits Scheme (BIC)**

We 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.

**Governing Law and Business Succession**

These Terms of Business shall be governed by and construed in all respects according to the laws of the Republic of Ireland and will be deemed to cover any successors in business to Thrust Financial Services Ltd trading as Capital Plan, Mortgage Plan.

## DECLARATIONS

I/We acknowledge that I/We have been provided with Terms of Business and Data Privacy Notice for Thrust Financial Services Ltd trading as Capital Plan, Mortgage Plan and confirm that I/We have read and understand them.

### Direct Marketing

I/We consent to Thrust Financial Services Ltd trading as Capital Plan, Mortgage Plan making contact with me in relation to the range of services provided by ourselves or our associated or partnership companies which we feel may be of interest to you and to the sharing of relevant information. We will still be allowed to contact you in relation to the business we have advised you on, even if you opt out of marketing material. You have the right to be removed from our marketing lists in the future, by contacting us and requesting same.

If you wish to avail of these services, please tick here;
(Otherwise you will not be on our mailing list).

Post: ☐ Phone: ☐ Email: ☐ Text: ☐ Social Media: ☐

Client 1: _____

Client 2: _____

Date: _____

Version 3 – July 2026

## Terms of Business Acknowledgement Letter

Terms of Business Effective Date: 18/07/2026

Client Name: _____

### Status

Thrust Financial Services Ltd trading as Capital Plan, Mortgage Plan ('the Company') is regulated by the Central Bank of Ireland.

### Terms of Business

Attached are the Company's Terms of Business, which outline the basis on which we provide services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you.

Customer Signature: _____ Date: _____

### Retention of Records

As I am not currently a client of the firm, if I choose not to proceed with a product now, I agree that the firm may keep my records for up to 12 months.

I consent ☐
I do not consent ☐

## Consent to Contact

Here at Thrust Financial Services Ltd trading as Capital Plan, Mortgage Plan we take your data protection seriously and will only use your data as discussed with you in our privacy statement.

However, from time to time may wish to contact you in relation to new products & offers & product reviews and other services that we provide.
Agreed methods of contact*

☐ Email
☐Phone
☐ SMS
☐ Post
☐ Fax
☐ Please do not contact me

Customer Signature: _____ Date: _____

* Even if you do subscribe now, you can always unsubscribe at any time.

Registered Address: 14 Mach House, North Street Business Park, Swords, Co. Dublin, K67A037

Director: Andrew Nolan. Registered in Dublin, Ireland. Company Registration No: 802474
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