



Banc Ceannais na hÉireann
Central Bank of Ireland

Eurosystem

Unofficial Consolidation of the Consumer Protection Code 2012 (revised 13 December 2023)

Please note that this document is an unofficial consolidation of the Consumer Protection Code 2012, as it stood revised from 1 January 2015. The document has been prepared by the Central Bank of Ireland for ease of reference only and is not a legal document.

December 2023

Consumer Protection Code 2012 (revised)

UNOFFICIAL CONSOLIDATION

This document is an unofficial consolidation of the Consumer Protection Code 2012, as it stood revised from 1 January 2015, indicating amendments made by the following –

- Addendum for Credit Servicing Firms (July 2015)
- Addendum for increased protections for variable rate mortgage holders (July 2016)
Addendum for consequential amendments to the Consumer Protection Code arising from transposition of the Mortgage Credit Directive (July 2016)
Addendum for Amendments to the Consumer Protection Code Arising from the Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Lending To Small and Medium-Sized Enterprises) Regulations 2015 (S.I. No. 585 of 2015) (July 2016)
- Addendum for consequential amendment to the Consumer Protection Code arising from transposition of Directive 2014/92/EU of the European Parliament and of the Council of 23 July 2014 on the comparability of fees related to payment accounts, payment account switching and access to payment accounts with basic features (the Payment Accounts Directive) (December 2017)
- Addendum For consequential amendments to the Consumer Protection Code 2012 arising from the application Of Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on Key Information Documents For Packaged Retail And Insurance-Based Investment Products (PRIIPS) (December 2017)
- Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law (August 2017)
- Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the transposition of Directive 2015/2366/EU (The Payment Services Directive 2) (May 2018)
- Addendum for enhanced mortgage switching measures: transparency and switching (June 2018)
- Addendum for Intermediary Inducements – Enhanced Consumer Protection Measures (September 2019)
- Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the European Union (Insurance Distribution) Regulations 2018 (September 2019)

- Addendum introducing a new Standard Financial Statement document as Appendix E of the Consumer Protection Code 2012 (July 2021)
- Addendum to Consumer Protection Code 2012 arising from the introduction of the Crowdfunding Regulation 2020/1503/EU (January 2022)
- Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022 (May 2022)

It has been prepared by the Central Bank of Ireland for ease of reference only and is not a legal document.

IMPORTANT NOTICE

While every care has been taken in the preparation of this unofficial consolidation, the Central Bank of Ireland can assume no responsibility for and give no guarantees, undertakings or warranties concerning the accuracy, completeness or up to date nature of the information provided and does not accept any liability whatsoever arising from any errors or omissions. This document is not legal advice and at all times the official text remains as published in the Consumer Protection Code 2012, as amended, including in its various addenda.

Central Bank of Ireland, 13 December 2023

Errors or omissions brought to the notice of the Central Bank will be corrected as soon as practicable. Please contact code@centralbank.ie in this regard.

TABLE OF CONTENTS

<i>Chapter</i>		<i>Page</i>
1	Scope	6
2	General Principles	11
3	General Requirements	13
	Restrictions	16
	Conflicts of interest	19
	Personal visits and contact with consumers	21
	Premium handling	23
	Product producer responsibilities	24
4	Provision of Information	27
	General requirements	27
	Information about regulatory status	27
	Information about the regulated entity and its regulated activities	28
	Information about products	31
	Information about charges	40
	Information about remuneration	41
5	Knowing the Consumer and Suitability	44
6	Post-sale Information Requirements	53
7	Rebates and Claims Processing	61
8	Arrears Handling	66
9	Advertising	70
10	Errors and Complaints Resolution	82
11	Records and Compliance	86
12	Definitions	88
13	Additional requirements for Debt Management firms	97

14	Additional requirements arising from the transposition of Directive 2014/65/EU into Irish law	103
	Appendix A Key Features Document for Trackers	106
	Appendix B PRSA Document	109
	Appendix C Non-standard PRSA Document	112
	Appendix D Information to be provided to the consumer [Pursuant to provision 13.1]	113
	Appendix E Standard Financial Statement	116
	Appendix F Variable Rate Policy Statement	133

CHAPTER 1

SCOPE

INTRODUCTION

In order to ensure a consistent level of protection for **consumers** regardless of the type of financial services provider they choose, the Consumer Protection Code (the Code) was introduced in August 2006. Following the introduction of legislation governing the authorisation of **retail credit** firms and home reversion firms, an Addendum to the Code was issued in May 2008.

The Consumer Protection Code has been updated and this revised Consumer Protection Code replaces the original Consumer Protection Code introduced in August 2006 and is effective from 1 January 2012. Chapter 13 was introduced in November 2014 and is effective from 1 January 2015.

LEGISLATIVE BASIS

This Code is issued pursuant to powers under the following legislation:

- (a) Section 117 of the Central Bank Act 1989;
- (b) Section 23 and Section 37 of the Investment Intermediaries Act 1995;
- (c) Section 8H of the Consumer Credit Act 1995; and
- (d) Section 61 of the Insurance Act 1989.

The Central Bank of Ireland has the power to administer sanctions for a contravention of this Code, under Part IIIC of the Central Bank Act 1942.

The provisions of this Code are binding on **regulated entities** and must, at all times, be complied with when providing financial services.

Any legal proceedings, or any investigation, disciplinary or enforcement action in respect of any provision of the Consumer Protection Code that applied prior to the issue of this Code may be continued, and any breach of any provision of the Consumer Protection Code that applied prior to the issue of this Code may subsequently be the subject of legal proceedings, investigation, disciplinary or enforcement action by the **Central Bank** or other person, as if the provision had not been amended or deleted and as if the Code had not been updated and re-issued.

APPLICATION

Subject to the exclusions set out in the following paragraphs this Code applies to the **regulated activities** of **regulated entities** operating in the State, including:

- financial services providers authorised, registered or licensed by the **Central Bank**; and
- financial services providers authorised, registered or licensed in another EU or EEA **Member State** when providing services in this State on a branch or cross-border basis.

Without prejudice to the generality of the above, the types of firm that the Code applies to include:

- **Credit Institutions**;
- **Insurance Undertakings**;
- Investment Business Firms, authorised under the Investment Intermediaries Act 1995;
- Investment Intermediaries, authorised under the Investment Intermediaries Act 1995;
- **Insurance Intermediaries**;
- **Mortgage Intermediaries**;
- Payment Institutions;
- Electronic Money Institutions;
- Credit Unions, when acting as insurance intermediaries;
- **Regulated entities** providing **retail credit**;
- Home Reversion Firms; and
- **Debt Management firms**
- **A1** [**Credit Servicing Firms**].
- **A2** [**Crowdfunding service providers**]

Chapter 2 (General Principles) applies in respect of all **customers** in the State and the other chapters of the Code apply in respect of **customers** in the State who fall within the definition of **consumer** (except in the case of provisions which are specifically restricted to **personal consumers** - provisions which are specifically restricted to **personal consumers** apply only to **customers** in the State who fall within the definition of **personal consumer**).

Where **regulated entities** are providing credit under credit agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), only the following sections of the Code apply:

- Chapter 2, General Principles 2.1 to 2.4 and 2.7 to 2.12
- Chapter 3, General Requirements
- Chapter 4, Provision of Information: Provisions 4.7 to 4.11 and 4.26
- Chapter 6, Post-sale Information Requirements: Provision 6.8
- Chapter 8, Arrears Handling
- Chapter 10, Errors and Complaints Resolution
- Chapter 11, Records and Compliance.

Where **regulated entities** are providing **payment services** and/or issuing **electronic money**, only the following sections of the Code apply:

- Chapter 2, General Principles 2.1 to 2.4 and 2.7 to 2.12
- Chapter 3, General Requirements: Provisions 3.1, 3.17 to 3.23 and 3.28 to 3.45
- Chapter 4, Provision of Information: Provisions 4.7 to 4.11
- Chapter 8, Arrears Handling
- Chapter 9, Advertising: Provisions 9.1 to 9.18 and 9.30 to 9.31
- **A3** [Chapter 10, Errors and Complaints Resolution, except that:
 - in the case of **regulated entities** providing **payment services** provision 10.2 (c) of the Code applies without prejudice to the rights and obligations arising pursuant to Part 4 (Rights and Obligations in relation to the provision and use of payment services) of the European Union (Payment Services) Regulations 2018 (S.I. No. 6 of 2018),
 - in the case of **regulated entities** providing **payment services**, provisions 10.9(c) and 10.9(d) of the Code do not apply to them, and
 - in the case of **regulated entities** providing solely **account information services**, provisions 10.7 to 10.12 of the Code do not apply to them.]
- Chapter 11, Records and Compliance: Provisions 11.5 to 11.10

Where **regulated entities** are providing **debt management services**, Provision 5.19 of the Code does not apply.

A4 [Where **regulated entities** are providing **crowdfunding services** only the following sections of the Code apply:

Chapter 9, Advertising Requirements 9.1a, 9.2 to 9.11, 9.13, 9.14, 9.16 to 9.18, 9.36, 9.39, 9.41, 9.46 and 9.53]

A5 [Where **regulated entities** are providing hire-purchase agreements, consumer-hire agreements and/or BNPL agreements, only the following sections of the Code apply:

- Chapter 2, General Principles;

- Except where regulated entities are providing BNPL agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), in which case only General Principles 2.1 to 2.4 and 2.7 to 2.12 apply.
- Chapter 5, Knowing the Consumer and Suitability;
 - Except where regulated entities are providing BNPL agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), in which case the Provisions in this Chapter do not apply.
- Chapter 9, Advertising;
 - Except where regulated entities are providing BNPL agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), in which case the Provisions in this Chapter do not apply.]

THE CODE DOES NOT APPLY TO:

- Services provided by *regulated entities* to *persons* outside the State;
- ***MiFID services***;
- Moneylending under the Consumer Credit Act 1995;
- Reinsurance business;
- Bureau de change business; **A6** [and]
- Credit union activities, other than when acting as insurance intermediaries;

A7 [...]

OTHER MATTERS

All references to the provision of services throughout this Code also include the provision of advice.

Please refer to the Definitions section for any term shown in bold and italics throughout the text of the Code.

Amendments
A1: Inserted (July 2015) by Addendum for <i>Credit Servicing Firms</i>
A2: Inserted (13 January 2022) by Addendum to Consumer Protection Code 2012 arising from the introduction of the Crowdfunding Regulation 2020/1503/EU
A3: Substituted (23 May 2018) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the transposition of Directive 2015/2366/EU (the Payment Services Directive 2).
A4: Inserted (13 January 2022) by Addendum to Consumer Protection Code 2012 arising from the introduction of the Crowdfunding Regulation 2020/1503/EU
A5: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A6: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A7: <i>“The provision of credit involving a total amount of credit of less than €200; and Hire purchase and consumer hire agreements.”</i> deleted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.

CHAPTER 2

CLARIFICATION OF SCOPE

Consumer Credit, Payment Services and Electronic Money

- a) Where **regulated entities** are providing credit under credit agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), only General Principles 2.1 to 2.4 and 2.7 to 2.12 apply.
- b) Where **regulated entities** are providing **payment services** and/or issuing **electronic money**, only General Principles 2.1 to 2.4 and 2.7 to 2.12 apply.
- A8** [(c) Where **regulated entities** are providing BNPL agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), only General Principles 2.1 to 2.4 and 2.7 to 2.12 apply.]

GENERAL PRINCIPLES

A **regulated entity** must ensure that in all its dealings with **customers** and within the context of its authorisation it:

- 2.1 acts honestly, fairly and professionally in the best interests of its **customers** and the integrity of the market;
- 2.2 acts with due skill, care and diligence in the best interests of its **customers**;
- 2.3 does not recklessly, negligently or deliberately mislead a **customer** as to the real or perceived advantages or disadvantages of any product or service;
- 2.4 has and employs effectively the resources, policies and procedures, systems and control checks, including compliance checks, and staff training that are necessary for compliance with this Code;
- 2.5 seeks from its **customers** information relevant to the product or service requested;
- 2.6 makes full disclosure of all relevant material information, including all **charges**, in a way that seeks to inform the **customer**;

- 2.7 seeks to avoid conflicts of interest;
- 2.8 corrects errors and handles **complaints** speedily, efficiently and fairly;
- 2.9 does not exert undue pressure or undue influence on a **customer**;
- 2.10 ensures that any **outsourced activity** complies with the requirements of this Code;
- 2.11 without prejudice to the pursuit of its legitimate commercial aims, does not, through its policies, procedures, or working practices, prevent access to basic financial services; and
- 2.12 complies with the letter and spirit of this Code.

Amendments

A8: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.

CHAPTER 3

CLARIFICATION OF SCOPE

Payment Services and Electronic Money

Where **regulated entities** are providing **payment services** and/or issuing **electronic money**, only Provisions 3.1, 3.17 to 3.23 and 3.28 to 3.45 apply.

A9 [Mortgage Credit]

- a) Provisions 3.17, 3.18 a) and c) and 3.19 do not apply to activities coming within the scope of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (S.I. No. 142 of 2016).
- b) Provisions 3.16 and 3.32 a) do not apply to the provision of advisory services and credit intermediate services when coming within the scope of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (S.I. No. 142 of 2016).]

A10 [Payment Accounts]

Provision 3.17 does not apply in respect of payment accounts with basic features provided by relevant credit institutions coming within the scope of the European Union (Payment Accounts) Regulations 2016 (S.I. No. 482 of 2016).]

A11 [Insurance-based investment products]

- a) Provisions 3.28, 3.29, 3.31, 3.33, 3.34 and 3.35 do not apply to the distribution of **insurance-based investment products**.

All insurance products

- a) Provisions 3.17, 3.19, 3.32, 3.52, 3.53, 3.54 and 3.55 do not apply to **insurance distributors**.
- b) The Premium Handling provisions of this Chapter apply to the distribution of all insurance products, except where this responsibility is reserved to the **insurance intermediary's home Member State's** competent authority.]

GENERAL REQUIREMENTS

- 3.1 Where a **regulated entity** has identified that a **personal consumer** is a **vulnerable consumer**, the **regulated entity** must ensure that the **vulnerable consumer** is provided with such reasonable arrangements and/or assistance that may be necessary to facilitate him or her in his or her dealings with the **regulated entity**.
- 3.2 A **regulated entity** must ensure that the name of a product or service is not misleading in terms of the benefits that the product or service can deliver to a **consumer**.
- 3.3 A **regulated entity** must ensure that all instructions from or on behalf of a **consumer** are processed properly and promptly.
- 3.4 A **credit institution** must ensure that any funds received by it to be lodged to a **consumer's** term or notice deposit account directly or via a **deposit agent**, are credited to that account by close of the **business day** on which the funds are received. Where the funds are not credited on the day they are received, credit for those funds must be backdated to the day the funds were received.
- 3.5 A **regulated entity** that is in direct receipt of a payment from or on behalf of a **consumer** for a financial product or service must provide that **consumer** with a receipt. This receipt must include the following information:
- a) the name and address of the **regulated entity**;
 - b) the name of the **consumer** who provided the payment, or on whose behalf the payment is provided;
 - c) the value of the payment received and the date on which it was received;
 - d) the purpose of the payment; and
 - e) in the case of an **insurance intermediary**, that the acceptance by the **insurance intermediary** of a completed insurance proposal does not itself constitute the effecting of a policy of insurance, where relevant.
- 3.6 A **regulated entity** must ensure that documents conferring ownership rights are given to the **consumer** in a timely manner or are held for safekeeping under an agreement on paper or on another **durable medium** with the **consumer**, in accordance with the terms of the **regulated entity's** authorisation.
- 3.7 Where a **regulated entity** deals with a **person** who is acting for a **consumer** under a **power of attorney**, the **regulated entity** must:
- a) obtain a certified copy of the **power of attorney**;
 - b) ensure that the **power of attorney** allows the **person** to act on the **consumer's** behalf; and

- c) operate within the limitations set out in the **power of attorney**.
- 3.8 A **regulated entity** must not, in any communication or agreement with a **consumer** (except where permitted by applicable legislation), exclude or restrict, or seek to exclude or restrict:
- a) any legal liability or duty of care to a **consumer** which it has under applicable law or under this Code;
 - b) any other duty to act with skill, care and diligence which is owed to a **consumer** in connection with the provision to that **consumer** of financial services; or
 - c) any liability owed to a **consumer** for failure to exercise the degree of skill, care and diligence that may reasonably be expected of it in the provision of a financial service.
- 3.9 A **regulated entity** must ensure that all warning statements required by this Code are prominent i.e. they must be in a box, in bold type and of a font size that is at least equal to the predominant font size used throughout the document or **advertisement**.
- 3.10 Where a **regulated entity** intends to amend or alter the range of services it provides, it must give notice to affected **consumers** at least one month in advance of the amendment being introduced.
- 3.11 Where a **regulated entity** intends to cease operating, merge with another, or to transfer all or part of its **regulated activities** to another **regulated entity** it must:
- a) notify the **Central Bank** immediately;
 - b) provide at least two months notice to affected **consumers** to enable them to make alternative arrangements;
 - c) ensure all outstanding business is properly completed prior to the transfer, merger or cessation of operations or, alternatively in the case of a transfer or merger, inform the **consumer** of how continuity of service will be provided following the transfer or merger; and
 - d) in the case of a merger or transfer of **regulated activities**, inform the **consumer** that their details are being transferred to the other **regulated entity**, if that is the case.
- 3.12 When intending to close, merge or move a branch, a **credit institution** must:
- a) notify the **Central Bank** immediately;
 - b) provide at least two months notice to affected **consumers** to enable them to make alternative arrangements;
 - c) ensure all business of the branch is properly completed prior to the closure, merger or move, or alternatively inform the **consumer** of how continuity of service will be provided; and
 - d) notify the wider community of the closure, merger or move in the local press in advance.

RESTRICTIONS

Term and Notice Deposit Accounts

- 3.13 Prior to opening a joint account for two or more **personal consumers**, a **regulated entity** must:
- a) warn each **personal consumer** of the consequences of opening and operating such a joint account;
 - b) specify the particular operations of the account for which consent is and is not required from all account holders;
 - c) ascertain from the **personal consumers** whether statements are to be provided separately to each of the joint account holders; and
 - d) ascertain from the **personal consumers** any limitations that they wish to impose on the operations of the account.

Credit

- 3.14 A **regulated entity** must not offer unsolicited pre-approved credit to a **personal consumer**.
- 3.15 A **regulated entity** may only increase a **personal consumer's** credit limit with the agreement of the **personal consumer**.
- 3.16 Where a **regulated entity** intends to impose a **charge** in respect of the provision or arrangement of a loan to a **personal consumer**, and it is proposed that this **charge** is incorporated into the loan amount advanced to the **personal consumer**, the **regulated entity** must give the **personal consumer** the right to pay this **charge** separately and not include it in the loan.

Bundling and Contingent Selling

- 3.17 A **regulated entity** must not make the sale of a product or service contingent on the **consumer** purchasing another product or service from the **regulated entity**. This provision does not prevent a **regulated entity** from offering additional products or services to **consumers** who are existing **customers** which are not available to potential **consumers**.
- 3.18 Where a **credit institution** requires a **consumer** to open a feeder account in order to avail of another product, this shall not be prevented by Provision 3.17 where all of the following conditions are met:
- a) the **consumer** must not be obliged to use the feeder account for purposes other than facilitating payments to the product concerned;

- b) **charges** cannot be applied for using the feeder account for the purpose for which it was established;
 - c) where additional facilities are available on the feeder account they must be optional and only activated if requested by the **consumer**; and
 - d) these conditions must be communicated clearly to the **consumer**.
- 3.19 A **regulated entity** is prohibited from **bundling** except where it can be shown that there is a cost saving for the **consumer**.
- 3.20 Prior to offering, recommending, arranging or providing a bundled product, a **regulated entity** must provide the **consumer** with the following information on paper or on another **durable medium**:
- a) the overall cost to the **consumer** of the bundle;
 - b) the cost to the **consumer** of each product separately;
 - c) how to switch products within the bundle;
 - d) the cost to the **consumer** of switching products within the bundle;
 - e) how to exit the bundle; and
 - f) the cost to the **consumer** of exiting the bundle.
- 3.21 Where a **consumer** wishes to switch one or more products in a bundle or exit a bundle, the **regulated entity** must:
- a) provide the **consumer** with the information set out in Provision 3.20 c) and d) or 3.20 e) and f) as appropriate, on paper or on another **durable medium**, and
 - b) allow the **consumer** to retain any product(s) in the bundle that the **consumer** wishes to keep, without penalty or additional **charge**, apart from the loss of any discount.
- 3.22 Where a **regulated entity** offers an optional extra to a **consumer** in conjunction with a product or service, the **regulated entity**:
- a) must inform the **consumer** on paper or on another **durable medium**:
 - i) that the **consumer** does not have to purchase the optional extra in order to buy the main product or service;
 - ii) of the cost of the basic product or service (excluding the optional extra); and
 - iii) of the cost of the optional extra;
 - and
 - b) must not charge the **consumer** a fee for any optional extra offered in conjunction with a product or service unless the **consumer** has confirmed that he or she wishes to purchase the optional extra.
- 3.23 In relation to Provisions 3.20 to 3.22, if the means of communication between the **regulated entity** and the **consumer** is by way of telephone only, the **regulated entity** must:
- a) provide this information orally at the time of offering, recommending, arranging or providing a bundled product; and

- b) provide this information to the **consumer** on paper or on another **durable medium** immediately after arranging or providing a bundled product.

Payment Protection Insurance

- 3.24 Where a **regulated entity** offers payment protection insurance in conjunction with a loan, the **regulated entity** must:
- a) exclude the payment protection premium from the initial repayment estimate of the loan advised to the **consumer** and advise the **consumer** of the amount of the premium separately; and
 - b) use separate application forms for the payment protection insurance and for the loan.

Remuneration

- 3.25 A **regulated entity** may pay a fee, commission, other reward or remuneration in respect of the provision of **regulated activities** only to a **person** that is:
- a) a **regulated entity**;
 - b) a **certified person**;
 - c) an individual for whom a **regulated entity** has taken full and unconditional responsibility under the Investment Intermediaries Act 1995;
 - d) an agent, branch or entity to which activities are outsourced in accordance with the European Communities (Payment Services) Regulations 2009 where the **regulated entity** remains fully liable for the acts of that agent, branch or entity to which activities are outsourced;
 - e) a distributor, agent, branch or entity to which activities are outsourced in accordance with the European Communities (Electronic Money) Regulations 2011 where the **regulated entity** remains fully liable for the acts of that distributor, agent, branch or entity to which activities are outsourced;
 - f) an entity specifically exempted by law from requiring an authorisation, licence or registration to carry out the **regulated activity** in respect of which the fee, commission, other reward or remuneration is to be paid;
 - g) an credit intermediary (within the meaning of the Consumer Credit Act 1995 and the European Communities (Consumer Credit Agreements) Regulations 2010); or
 - h) no longer providing a **regulated activity**, where the fee, commission, other reward or remuneration is in respect of a **regulated activity** that the **person** provided when the **person** fell within any of the descriptions at a) to g) above.

A12 [3.25A A **regulated entity** must ensure that, in providing a **regulated activity** to a **consumer**, if it pays or provides, or is paid or provided with, any fee,

commission, other reward or remuneration in connection with the provision of that **regulated activity** to or by any person other than the **consumer** or a person acting on behalf of the **consumer**, the fee, commission, other reward or remuneration:

- a) does not impair compliance with the **regulated entity's** duty to act honestly, fairly and professionally in the best interests of the **consumer**;
- b) does not impair compliance with the **regulated entity's** obligation to satisfy the conflicts of interest requirements set out in Chapter 3 of this Code and, as applicable, the European Union (Insurance Distribution) Regulations 2018 (S.I. No. 229 of 2018);
- c) does not impair compliance with the **regulated entity's** obligation to satisfy the suitability requirements set out in Chapter 5 of this Code and, as applicable, the European Union (Insurance Distribution) Regulations 2018 (S.I. No. 229 of 2018); and
- d) in the case of a non-monetary benefit, is designed to enhance the quality of the service to the **consumer**.]

Deposit Agents

3.26 A **deposit agent** must not retain in its possession an account passbook of a **consumer**.

3.27 A **deposit agent** must not operate from the same premises as a **deposit broker**.

CONFLICTS OF INTEREST

3.28 A **regulated entity** must have in place and operate in accordance with a written conflicts of interest policy appropriate to the nature, scale and complexity of the **regulated activities** carried out by the **regulated entity**.

The conflicts of interest policy must:

- a) identify, with reference to the **regulated activities** carried out by or on behalf of the **regulated entity**, the circumstances which constitute or may give rise to a conflict of interest entailing a risk of damage to the interests of its **customers** who are **consumers**; and
- b) specify procedures to be followed, and measures to be adopted, in order to manage such conflicts.

A13 [Sub-paragraph a) includes conflicts of interest that must be avoided pursuant to Provision 3.28A.

Sub-paragraph b) does not include conflicts that must be avoided pursuant to Provision 3.28A.]

A14 [3.28A A **regulated entity** must avoid conflicts of interest relating to the following:

- a) fees, commission, other rewards or remuneration linked to the achievement of targets that do not consider the **consumer's** best

- interests e.g. targets relating to volume (including override commission) and bonus payments linked to business retention; and
- b) agreements under which the **regulated entity** receives a fee, commission, other reward or remuneration in the form of goods or services, in return for which it agrees to direct business through or in the way of another person.]

3.29 Where conflicts of interest arise and cannot be reasonably avoided, a **regulated entity** must:

- a) disclose the general nature and/or source of the conflicts of interest to the **consumer**. A **regulated entity** may only undertake business with or on behalf of a **consumer** where there is directly or indirectly a conflicting interest, where that **consumer** has acknowledged, on paper or on another **durable medium**, that he or she is aware of the conflict of interest and still wants to proceed; and
- b) ensure that the conflict does not result in damage to the interests of the **consumer**.

A15 [This Provision does not apply to conflicts of interest that must be avoided pursuant to Provision 3.28A.]

3.30 Where a **regulated entity** distributes its products to **consumers** through an intermediary, the **regulated entity** must not require the intermediary to introduce a specified level of business from **consumers** in order to retain an appointment from that **regulated entity**.

3.31 Where a **product producer** distributes its products to **consumers** through an intermediary and pays commission to an intermediary based on levels of business introduced, the **product producer** must be able to demonstrate that these arrangements:

- a) do not impair the intermediary's duty to act in the best interests of **consumers**; and
- b) do not give rise to a conflict of interest between the intermediary and the **consumer**.

3.32 A **regulated entity** must ensure that its remuneration arrangements with **employees** in respect of providing, arranging or recommending a product or service to a **consumer**, are not structured in such a way as to have the potential to impair the **regulated entity's** obligations:

- a) to act in the best interests of **consumers**; and
- b) to satisfy the suitability requirements set out in Chapter 5 of this Code.

3.33 A **regulated entity** must ensure that there are effective **Chinese walls** in place between the different business areas of the **regulated entity**, and between the **regulated entity** and its **connected parties**, in relation to information which could potentially give rise to a conflict of interest or be open to abuse.

- 3.34 A **regulated entity** must ensure it has written procedures in place relating to the maintenance of **Chinese walls**, and the consequences of breaches of **Chinese walls**. These procedures must be notified to all relevant **officers** and **employees** of the **regulated entity**.
- 3.35 A **regulated entity** must take reasonable steps to ensure that it or any of its **officers** or **employees** does not offer, give, solicit or accept any gifts or rewards (monetary or otherwise) likely to conflict with any duties of the recipient in relation to his or her activities in the **regulated entity**, or the **regulated entity**.
- 3.36 **A16** [...].

PERSONAL VISITS AND CONTACT WITH CONSUMERS

Personal Visits

- 3.37 A **regulated entity** must not make an unsolicited personal visit, at any time, to a **consumer** who is an individual.
- 3.38 A **regulated entity** may only make a personal visit to a **consumer** who is an individual if that **consumer** has given informed consent to being contacted by the **regulated entity** by means of a personal visit. A **regulated entity** must obtain informed consent separately for each personal visit and must maintain a **record** of this consent.
- 3.39 In order to comply with Provision 3.38 above, a **regulated entity** must have obtained the informed consent of a **consumer** who is an individual in relation to:
- a) the purpose(s) for which a personal visit is to be made, including in the case of sales and marketing, the types of product to be discussed during the personal visit, and
 - b) the time and date for the personal visit.

Telephone Contact

- 3.40 A **regulated entity** may make telephone contact with a **consumer** who is an existing **customer**, only if:
- a) the **regulated entity** has, within the previous twelve months, provided that **consumer** with a product or service similar to the purpose of the telephone contact;
 - b) the **consumer** holds a product, which requires the **regulated entity** to maintain contact with the **consumer** in relation to that product, and the contact is in relation to that product;
 - c) the purpose of the telephone contact is limited to offering **protection policies** only; or
 - d) the **consumer** has given his or her consent to being contacted in this way by the **regulated entity**.

- 3.41 A **regulated entity** may make telephone contact with a **consumer** other than an existing **customer**, only if:
- a) the **consumer** has signed a statement, within the previous twelve months, giving the **regulated entity** permission to make telephone calls to him or her for specified purposes and the contact is in respect of such specified purposes;
 - b) the **consumer** has a listing in the business listing section of the current telephone directory, classified telephone directory or in trade/professional directories circulating in the State and contact is made via the business telephone number;
 - c) the **consumer** is a director of a company, or a partner in a firm with an entry in one of the directories listed in b) above and contact is made via the business telephone number of the company or firm in question and is in connection with their role as director of the company or partner in the firm;
 - d) the **consumer** is the subject of a referral for which the **consumer** has provided express consent, received from an entity authorised to provide financial services in Ireland, another entity within the same **group**, a solicitor or a **certified person**; or
 - e) the purpose of the contact is limited to offering **protection policies**.

In relation to d) above, such a referral must be followed up by an indication to the **consumer** by the **regulated entity** that the referral has been made and asking for consent to proceed.

- 3.42 A **regulated entity** must ensure that, where it makes a telephone contact on foot of a referral, it retains a **record** of the referral.

- 3.43 Telephone contact, made in accordance with this Code, may be made only between 9.00 a.m. and 9.00 p.m. Monday to Saturday (excluding bank holidays and public holidays), unless otherwise agreed with the **consumer**.

Personal Visits and Telephone Contact

- 3.44 When making a personal visit or telephone contact in accordance with this Code, the representative of a **regulated entity** must immediately and in the following order:
- a) identify himself or herself by name, and the name of the **regulated entity** on whose behalf he or she is being contacted and the commercial purpose of the contact;
 - b) inform the **consumer** that the telephone contact is being recorded, if this is the case;
 - c) where relevant, disclose to the **consumer**, the source of the business lead or referral supporting the telephone contact; and
 - d) establish if the **consumer** wishes the personal visit or telephone contact to proceed and, if not, end the contact immediately.

- 3.45 A **regulated entity** must abide by a request from a **consumer** not to make a personal visit or telephone contact to him or her again for sales and marketing purposes and this request must be recorded by the **regulated entity**.

PREMIUM HANDLING

- 3.46 An **insurance intermediary** must lodge money it receives in respect of a premium or a premium rebate to a segregated bank account. Each such account must be designated "Client Premium Account".
- 3.47 An **insurance intermediary** must operate separate client premium accounts in respect of life and non-life business.
- 3.48 A **regulated entity** must ensure that all payments from a client premium account clearly state that the payment emanated from a client premium account.
- 3.49 A **regulated entity** must ensure that a client premium account is never overdrawn.
- 3.50 The following are the only debits and credits that may be passed through a client premium account:
- a) **Credits (money in)**
 - i) money received from the **consumer** in respect of the renewal of a policy, which has been invited by an **insurance undertaking**, or a proposal for insurance accepted by an **insurance undertaking**;
 - ii) money received from a **regulated entity** representing premium rebated for onward transmission to the **consumer**;
 - iii) transfers from another client premium account operated by the **insurance intermediary** for the same form of insurance;
 - iv) transfers from the **insurance intermediary's** office account to allow a 'buffer' amount to be maintained in the client premium account (any such transfers must be clearly identifiable);
 - v) proceeds received from a **regulated entity** in respect of the settlement of a claim for onward transmission to the **claimant**;
 - vi) bank interest, if appropriate; and
 - vii) where mixed remittances are received, the total amount must first be lodged to the appropriate client premium account.

- b) **Debits (money out)**

- i) money paid to a **regulated entity** on foot of renewal of a policy, which has been accepted by an **insurance undertaking**, or a proposal, accepted by an **insurance undertaking**;
- ii) money paid to a **consumer** representing rebates of premiums received from **insurance undertakings**;
- iii) commissions and fees paid to the **insurance intermediary** for which there is documentary proof that the funds are properly due to the **insurance intermediary**;
- iv) transfers to another client premium account operated by the **insurance intermediary** for the same form of insurance;
- v) payments of claims settlement amounts to a **consumer**;
- vi) bank interest, if appropriate;
- vii) the portion of mixed remittances that does not relate to a premium payment. Such remittances should be transferred to, or to the order of, the **consumer** without delay; and
- viii) payments in respect of charitable donations, in accordance with Provision 7.2.

3.51 An **insurance intermediary** must carry out and retain, on a monthly basis, a detailed reconciliation of amounts due to **regulated entities** with the balance on each client premium account it operates.

PRODUCT PRODUCER RESPONSIBILITIES

3.52 In relation to a new **investment product** designed by a **product producer** to be sold to **consumers**, the **product producer** must provide the following details to an intermediary:

- a) the key characteristics and features of the product;
- b) the **target market** of **consumers** for the product;
- c) the nature and extent of the risks inherent in the product; and
- d) the level, nature, extent and limitations of any guarantee attaching to the product and the name of the guarantor.

3.53 When selling an **investment product** to **consumers** through an intermediary channel, a **product producer** must provide information to the intermediary about the **investment product** that is clear, accurate, up to date and not misleading, and includes the information outlined in Provisions 3.52 and 4.46.

3.54 The **product producer** must provide an ongoing facility to the intermediary to ask questions and obtain information on an **investment product** in relation to which information is provided to the intermediary pursuant to Provisions 3.52 and 4.46. The **product producer** must:

- a) provide this facility to the intermediary for the duration of the period in which that product is offered for sale by the **product producer**; and
- b) inform the intermediary of his or her right to that ongoing facility.

- 3.55 Within the first year of launching an **investment product** which is sold to **consumers**, and at least annually thereafter, a **product producer** must update the information required under Provision 3.52 and provide that updated information to the intermediary.
- 3.56 A **regulated entity** must maintain a publicly accessible register of all **mortgage intermediaries** to which it has issued a current appointment.
- 3.57 Upon the termination of the appointment of any **mortgage intermediary**, a **regulated entity** must provide to the **Central Bank** a confirmation, on paper or on another **durable medium**, that such **mortgage intermediary** has been removed from the register maintained under Provision 3.56.

Amendments
A9: Inserted (July 2016) by Addendum for consequential amendments to the Consumer Protection Code arising from Transposition of the Mortgage Credit Directive.
A10: Inserted (December 2017) by Addendum for Consequential Amendment to the Consumer Protection Code arising from transposition of Directive 2014/92/EU of the European Parliament and of the Council of 23 July 2014 on the comparability of fees related to payment accounts, payment account switching and access to payment accounts with basic features (the Payment Accounts Directive).
A11: Inserted (25 September 2019) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the European Union (Insurance Distribution) Regulations 2018.
A12: Inserted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A13: Inserted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A14: Inserted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A15: Inserted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A16: Deleted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.

CHAPTER 4

CLARIFICATION OF SCOPE

Consumer Credit, Payment Services and Electronic Money

- a) Where **regulated entities** are providing credit under credit agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), only Provisions 4.7 to 4.11 and 4.26 apply.
- b) Where **regulated entities** are providing **payment services** and/or issuing **electronic money**, only Provisions 4.7 to 4.11 apply.

A17 [Mortgage Credit]

- a) Provisions 4.54, 4.57, 4.58 and 4.61 do not apply to activities coming within the scope of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (S.I. No. 142 of 2016).
- b) Provision 4.55 does not apply to the provision of advisory services and credit intermediate services when coming within the scope of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (S.I. No. 142 of 2016).]

A18 [Packed Retail and Insurance-based Investment products]

Provisions 4.2, 4.21, 4.46, 4.50 (including Appendix A) and 4.51 do not apply in relation to packaged retail and insurance-based investment products coming within the scope of Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (the PRIIPs Regulation).

Provision 4.47 does not apply to illustrations included in the key information document to be drawn up and provided to retail investors in accordance with the PRIIPs Regulation.]

A19 [Provision 4.54 is disapplied for a **regulated entity** providing **MiFID Article 3 services**.]

A20 [Insurance-based investment products

- a) Provision 4.54 does not apply to the distribution of **insurance-based investment products**.

All insurance products

- a) Provision 4.21 does not apply to **insurance distributors**.]

PROVISION OF INFORMATION

GENERAL REQUIREMENTS

- 4.1 A **regulated entity** must ensure that all information it provides to a **consumer** is clear, accurate, up to date, and written in plain English. **Key information** must be brought to the attention of the **consumer**. The method of presentation must not disguise, diminish or obscure important information.
- 4.2 A **regulated entity** must supply information to a **consumer** on a timely basis. In doing so, the **regulated entity** must have regard to the following:
- the urgency of the situation; and
 - the time necessary for the **consumer** to absorb and react to the information provided.
- 4.3 A **regulated entity** must ensure that, where it communicates with a **consumer** using electronic media, it has in place appropriate arrangements to ensure the security of information received from the **consumer** and the secure transmission of information to the **consumer**.
- 4.4 A **regulated entity** must ensure that the font size used in all printed information provided to **consumers** is:
- clearly legible, and
 - appropriate to the type of document and the information contained therein.
- 4.5 When a **regulated entity** publishes a notice regarding a change in interest rates, the notice must state the old rate and the new rate and the date from which the changes will apply.
- 4.6 Where a **regulated entity** publishes interest rates on its information services, including telephone helplines and websites, the **regulated entity** must update

such information services as soon as any interest rate change comes into effect.

INFORMATION ABOUT REGULATORY STATUS

- 4.7 A **regulated entity** must only use a regulatory disclosure statement as set out in Provision 4.10, in the following circumstances:
- on its business stationery used in connection with its **regulated activities**;
 - on the section of its website that relates to its **regulated activities**; and
 - on electronic communications with **consumers** (excluding SMS messages) where such communications are in connection with its **regulated activities**.
- 4.8 A **regulated entity** may only use the regulatory disclosure statement in communications with a **consumer** where such communications relate solely to a **regulated activity**.
- 4.9 A **regulated entity** must have separate sections on any website it operates, for **regulated activities** and any other activities which it carries out.
- 4.10 A **regulated entity** must use a regulatory disclosure statement in either of the following formats, depending on the **Member State** where it has been authorised, registered or licensed:
- "[Full legal name of the **regulated entity**, trading as (*insert all trading names used by the regulated entity*)] is regulated by the Central Bank of Ireland"; or
 - "[Full legal name of the **regulated entity**, trading as (*insert all trading names used by that regulated entity*)], is authorised/licensed or registered by [*insert name of the competent authority from which it received its authorisation or licence, or with which it is registered*] in [*insert name of the Member State where that competent authority resides*] and is regulated by the Central Bank of Ireland for conduct of business rules."

A **regulated entity** must not insert additional text into the wording of the regulatory disclosure statements as set out above.

- 4.11 A **regulated entity** must ensure that its regulatory disclosure statement is not presented in such a way as to appear to be an endorsement by the **Central Bank** or other relevant EU competent authority of the **regulated entity** or its products or services.

INFORMATION ABOUT THE REGULATED ENTITY AND ITS REGULATED ACTIVITIES

- 4.12 A **regulated entity** must draw up its **terms of business** and provide each **consumer** with a copy prior to providing the first service to that **consumer**.

- 4.13 The **terms of business** must set out the basis on which the **regulated entity** provides its **regulated activities** and must include at least the following:
- a) the legal name, trading name(s), address, and contact details of the **regulated entity**;
 - b) if the **regulated entity** is part of a **group**, the name of the **group** to which the **regulated entity** belongs;
 - c) confirmation that the **regulated entity** is authorised, licensed or registered and the name of the competent authority that has authorised, licensed or registered it;
 - d) a statement that it is subject to the [insert names of the **Central Bank**'s Code(s) of Conduct which the **regulated entity** must comply with] which offers protection to **consumers** and that the Code(s) can be found on the **Central Bank**'s website www.centralbank.ie;
 - e) a description of the **regulated activities** that the **regulated entity** provides;
 - f) if the **regulated entity** acts as an intermediary, a description of the level of service it provides for each product type, i.e., whether **fair analysis of the market** or **limited analysis of the market** and an explanation of that type of service in a way that seeks to inform the **consumer**;
 - g) if the **regulated entity** is tied for any of the **regulated activities** it provides, it must specify the name of each of the product(s) and/or service(s) for which it is tied and the name of the **regulated entity** to which it is tied for those product(s) and/or service(s);
 - h) a general statement of the **charges** imposed directly by the **regulated entity**;
 - i) a summary of the **regulated entity**'s policy in relation to how it will use a **consumer**'s personal data;
 - j) a summary of the **regulated entity**'s policy in relation to conflicts of interest;
 - k) an outline of the action and remedies which the **regulated entity** may take in the event of default by the **consumer**;
 - l) a summary of the **complaints** procedure operated by the **regulated entity**;
 - m) if the **regulated entity** is a member of a statutory compensation scheme, the name of the scheme and the nature and level of protection available from the scheme; and
 - n) the effective date of the **terms of business** document.
- 4.14 A **regulated entity** must provide its **terms of business** to a **consumer** as a stand-alone document.
- 4.15 A **deposit agent** must ensure that each **consumer** is given a copy of the relevant **credit institution**'s **terms of business** prior to providing the first service to that **consumer**. Such **terms of business** must set out the nature of the relationship between the **credit institution** and the **deposit agent** and the basis on which the **deposit agent**'s **regulated activities** are provided.

A21 [4.16 An intermediary may use the description “independent” or use any other word or expression that is a derivative of, or similar to this term -

- a) in its legal name, trading name or any other description of the intermediary, only where **regulated activities** provided by the intermediary are all provided on the basis of a **fair analysis of the market**; or
- b) in any description of a **regulated activity** provided by the intermediary, only where that **regulated activity** is provided on the basis of a **fair analysis of the market**,

and, in either of these circumstances, only where the intermediary does not accept and retain any fee, commission, other reward or remuneration where advice is provided in respect of **regulated activities** provided by the intermediary, other than -

- i) a **minor non-monetary benefit** that includes, for example, attendance at a conference within the State, IT software or platforms, or hospitality of a reasonable de minimis value such as food and drink during a business meeting or conference; and
- ii) a fee paid by a **consumer**, or a person acting on behalf of a **consumer** to whom the advice is provided.]

A22 [This Provision does not apply to a **regulated entity** within the scope of Provision 4.16A or Regulation 23(5) of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (S.I. No. 142 of 2016).]

A23 [4.16A A **regulated entity** providing **MiFID Article 3** services may use the term “independent” or use any other word or expression that is a derivative of, or similar to this term -

- a) in its legal name, trading name or any other description of the regulated entity, only where **regulated activities** provided by the **regulated entity** are all provided on the basis of a **fair analysis of the market**; or
- b) in any description of a **regulated activity** provided by the **regulated entity**, only where that **regulated activity** is provided on the basis of a **fair analysis of the market**,

and, in either of these circumstances, only where -

- i) the factors to be taken into consideration by the **regulated entity** in conducting its **fair analysis of the market** include the criteria set out in Article 53(1)(d) of Commission Delegated Regulation (EU) 2017/565; and
- ii) the **regulated entity** complies with Provision 14.5 of this Code.]

4.17 **A24** [...].

A25 [4.17A **A26** [...].]

- 4.18 The term 'broker' may only be used where the principal **regulated activities** of the intermediary are provided on the basis of a **fair analysis of the market**.
- 4.19 Where an intermediary does not provide a product or service on the basis of a **fair analysis of the market**, it must clearly disclose to the **consumer** the names of those **product producers** whose products or services it intends to consider as part of its analysis.
- 4.20 Where an intermediary is tied to a single **product producer** for a particular product or service, it must disclose this fact to the **consumer** in all communications with the **consumer** in relation to that particular product or service.

INFORMATION ABOUT PRODUCTS

- 4.21 Prior to offering, recommending, arranging or providing a product, a **regulated entity** must provide information, on paper or on another **durable medium**, to the **consumer** about the main features and restrictions of the product to assist the **consumer** in understanding the product. To the extent that the contract for the provision of the product is a distance contract for the supply of a financial service under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004, the Regulations apply in place of the requirement set out in the first sentence of this provision.
- 4.22 A **regulated entity** must provide each **consumer** with the terms and conditions attaching to a product or service, on paper or on another **durable medium**, before the **consumer** enters into a contract for that product or service. To the extent that the contract for the provision of the product is a distance contract for the supply of a financial service under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004, the Regulations apply in place of the requirement set out in the first sentence of this provision.
- A27** [4.22a A **regulated entity** shall publish the following information on its website, and shall provide paper copies on request:
- a) a guide to mortgage switching to include at least the following information:
 - (i) the switching process the **regulated entity** has in place;
 - (ii) an explanation of the legal process and how the **regulated entity** will engage with the **personal consumer** and/or the **personal consumer's** legal representative;
 - (iii) the **regulated entity's** general requirements in relation to insurance policies; and
 - (iv) a statement that the **personal consumer** should consider whether, and how, their existing insurance policy may be maintained;

- b) mortgage application forms, including any separate application forms applicable to top-up mortgages;
- c) the timelines which apply to the assessment of a mortgage application as set out in the **regulated entity's** policies and procedures;
- d) the information required from a **personal consumer** in support of a **personal consumer's** mortgage application;
- e) a link to the relevant section on the Competition and Consumer Protection Commission's website relating to switching lenders or changing mortgage type; and
- f) a statement that, at the request of a **personal consumer** or the **personal consumer's** legal representative, the **regulated entity** will provide an indicative comparison of the **personal consumer's** existing mortgage interest rate with alternative interest rates that may be offered by the **regulated entity**.

4.22b At the request of a **personal consumer** or the **personal consumer's** legal representative, a **regulated entity** shall provide the following to that **personal consumer**, on paper or another **durable medium**, and using reasonable and justifiable assumptions that are clearly stated:

- a) an indicative comparison of the total interest payable over the remaining term of the mortgage held by the **personal consumer**;
- b) the total interest payable over the term of a new mortgage or under an alternative interest rate offered by the **regulated entity**; and
- c) where the **regulated entity** otherwise provides information under this provision, the **regulated entity** shall provide, together with that information, a link to the relevant section on the Competition and Consumer Protection Commission's website relating to switching lenders or changing mortgage type.]

Credit

4.23 Prior to credit being approved, a **regulated entity** must explain to a **personal consumer** the effect of missing any of the scheduled repayments. The implications and effects of missing the scheduled repayments must be highlighted in all credit agreement documentation provided to the **personal consumer** and the following warning statement must also appear in the documentation:

Warning: If you do not meet the repayments on your credit agreement, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.

4.24 Where a **personal consumer's** formal application for credit is turned down by the **regulated entity**, it must clearly outline to the **personal consumer** the reasons why the credit was not approved. The **regulated entity** must offer to provide

the reasons, on paper or on another *durable medium*, to the *personal consumer*. If requested by the *personal consumer*, the *regulated entity* must provide the reasons, on paper or on another *durable medium*, to the *personal consumer*.

4.25 Where a *regulated entity*:

- a) offers credit on a fixed interest rate to a *personal consumer*; or
- b) offers a *personal consumer* the option to fix their rate or to switch to a fixed rate, on an existing credit agreement;

the *regulated entity* must provide, in the credit documentation, a worked example specific to the *personal consumer* of the early redemption *charge* in monetary terms and details in relation to the calculation of this *charge*.

4.26 Where credit is being offered to a *personal consumer* by a *regulated entity* subject to a guarantee, the guarantee documentation must outline the obligations of the guarantor and must contain the following warning statement:

Warning: As a guarantor of this credit, you will have to pay off the debt amount, the interest and all associated charges up to the level of your guarantee if the borrower(s) do(es) not. Before you sign this guarantee you should get independent legal advice.

4.27 Prior to offering, recommending, arranging or providing a loan to a *personal consumer* for the purpose of consolidating other loans or credit, a *regulated entity* must provide a *personal consumer*, on paper or on another *durable medium*, with an indicative comparison of the total interest they will pay if they continue with the existing facilities and the total interest payable over the term of the consolidated facility on offer. Any assumptions used must be reasonable and justifiable and must be clearly stated.

4.28 Where a *regulated entity* operates a website, it must publish on its website the interest rates for mortgages which are currently available to *consumers* from that *regulated entity*.

A28 [4.28a A *regulated entity* must produce a summary statement of its policy for setting each variable mortgage interest rate, for those rates that it makes available to a *personal consumer*, excluding a *tracker interest rate*, and update that summary statement when the policy changes.

4.28b A *regulated entity* must ensure that the summary statement produced in accordance with Provision 4.28a:

- i. clearly identifies the factors which may result in changes to the variable interest rate;
- ii. clearly outlines the criteria and procedures applicable to the setting of the variable interest rate;

- iii. clearly outlines where the **regulated entity** applies a different approach to setting the variable interest rate for different cohorts of borrowers and the reasons for the different approach;
- iv. is in such form and contains such content as set out in Appendix F to this Code; and
- v. where a **regulated entity** operates a website, is at all times published on such website.

4.28c Where a **regulated entity** is offering a mortgage with a variable interest rate, excluding a **tracker interest rate**, to a **personal consumer**, the **regulated entity** must provide, with the offer document, a copy of the currently applicable summary statement produced in accordance with Provision 4.28a.

4.28d Where a **regulated entity** makes a change to a summary statement produced in accordance with Provision 4.28a, it must, as soon as possible, provide **personal consumers** to whose mortgage that summary statement applies, with a notification, on paper or on another **durable medium**, setting out the changes, and make available the updated summary statement to those **personal consumers**.]

4.29 Where a **regulated entity** offers a mortgage to a **personal consumer**, the **regulated entity** must include in the offer document:

- a) the amount of the mortgage;
- b) the interest rate that applies to the mortgage at the date of offer;
- c) the term of the mortgage;
- d) where there is a possibility that the interest rate set out in the offer document may not be the interest rate applicable when the mortgage is drawn down, this must be clearly highlighted. The offer document must also outline the circumstances that would result in such a change to the interest rate; and
- e) the length of time for which the mortgage offer is valid, assuming that all details provided by the **personal consumer** are correct and do not change.

A29 [4.29a A **regulated entity** shall provide to a **personal consumer** or their legal representative, on request, the redemption figure applicable to an existing mortgage provided to that **personal consumer**, within 5 **business days**.]

Insurance products

4.30 A **regulated entity** providing an insurance quotation to a **consumer** must include the following information in the quotation, assuming that all details provided by the **consumer** are correct and do not change:

- a) the monetary amount of the quotation;
- b) the length of time for which the quotation is valid; and
- c) the full legal name of the relevant underwriter.

- 4.31 A **regulated entity** must set out clearly in the quotation provided to the **consumer** any warranties or endorsements that apply to the policy. Where the quotation is provided on paper or on another **durable medium**, this information must not be in a smaller font size than other information provided in the document.
- 4.32 A **regulated entity** providing an insurance quotation to a **consumer** must set out clearly any discounts or loadings that have been applied in generating the quotation.
- 4.33 A **regulated entity** must, when offering a motor insurance policy to a **consumer**, set out clearly for the **consumer** the basis on which an **insurance undertaking** may calculate the value of the vehicle for the purposes of settling a claim where the vehicle is deemed to be beyond economic repair following a road traffic accident, fire or theft.
- 4.34 A **regulated entity** must state the full legal name of the relevant underwriter on all insurance policy documentation and renewal notices issued to a **consumer**.
- 4.35 A **regulated entity** must explain to a **consumer**, at the proposal stage, the consequences for the **consumer** of failure to make full disclosure of relevant facts, including:
- a) the **consumer's** medical details or history; and
 - b) previous insurance claims made by the **consumer** for the type of insurance sought.

The explanation must include, where relevant,

- i) that a policy may be cancelled;
 - ii) that claims may not be paid;
 - iii) the difficulty the **consumer** may encounter in trying to purchase insurance elsewhere; and,
 - iv) in the case of property insurance, that the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.
- 4.36 Prior to a **consumer** completing a proposal form for a permanent health insurance policy, a **regulated entity** must explain to the **consumer**:
- 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.
- 4.37 Prior to a **consumer** completing a proposal form for a serious illness policy, a **regulated entity** must explain clearly to the **consumer** the restrictions, conditions and general exclusions that attach to that policy.

- 4.38 When offering a property or motor insurance policy to a **consumer**, a **regulated entity** must, where relevant, explain to the **consumer** that, in the event of a claim, the **regulated entity** may appoint its own builder or other expert to undertake restitution work on a property or motor vehicle.
- 4.39 Where an **insurance undertaking** refuses to quote a **consumer** for motor or property insurance, it must, within five **business days** of the refusal:
- a) in the case of motor insurance, provide the **consumer** with its refusal and its reasons for refusing cover, on paper or on another **durable medium**, and notify the **consumer** of their right to refer the matter to the Declined Cases Committee and the method of doing so.
 - b) in the case of property insurance, inform the **consumer** of its refusal and its reasons for refusing cover and notify the **consumer** that failure to have property insurance in place could lead to a breach of terms and conditions attaching to any loan secured on that property. The **regulated entity** must inform the **consumer** that they can request that this information be provided on paper or on another **durable medium** and must provide this information, on paper or on another **durable medium**, to the **consumer** if so requested.
- 4.40 Prior to offering, recommending, arranging or providing an insurance policy where the premium may be subject to review by the **insurance undertaking** during the term of the policy, a **regulated entity** must:
- a) explain clearly to the **consumer** the risk that the premium may increase; and
 - b) provide the **consumer** with details of the period for which the initial premium is fixed.

The following warning statement must be included on the application form for the product:

Warning: The current premium [*‘may’ or ‘will’ - delete as appropriate*] increase after [*insert period of time for which the premium is fixed*].

This provision does not apply where the premium may be subject to review as a result of an alteration to the policy that is requested by the **consumer**.

Lifetime mortgages and home reversion agreements

- 4.41 Prior to offering, recommending, arranging or providing a **lifetime mortgage** to a **personal consumer**, a **regulated entity** must inform the **personal consumer** of the consequences of purchasing a **lifetime mortgage**, and provide the following information to the **personal consumer** on paper or on another **durable medium**:
- a) the circumstances in which the loan will have to be repaid;
 - b) details of the interest rate that will be charged;

- c) an explanation of the impact of the rolling up of the interest over the duration of the loan;
- d) an indication of the amount required to repay the loan at maturity;
- e) the effect on the existing mortgage, if any; and
- f) an indication of the likely early redemption costs which would be incurred if the loan was redeemed on the third and fifth anniversary of the loan and at five yearly intervals thereafter.

4.42 Prior to offering, recommending, arranging or providing a **home reversion agreement** to a **personal consumer**, a **regulated entity** must inform the **personal consumer** of the consequences of entering a **home reversion agreement** and provide the following information to the **personal consumer** on paper or on another **durable medium**:

- a) the circumstances in which the agreement comes to an end;
- b) the effect on the **personal consumer's** existing mortgage, if any; and
- c) in the case of a **variable-share contract**, an indication of the potential change in the breakdown of the ownership of the property between that held by the home reversion company and the **personal consumer**, over the duration of the agreement.

4.43 Any assumptions used by the **regulated entity** to generate the information required by Provisions 4.41 and 4.42 above, must be reasonable and justifiable and must be clearly stated in the information provided to a **personal consumer**.

4.44 Prior to offering, recommending, arranging or providing a **lifetime mortgage** or a **home reversion agreement** to a **personal consumer**, a **regulated entity** must ensure that the **personal consumer** is made aware of the importance of seeking independent legal advice regarding the proposed transaction.

4.45 A **regulated entity** must include the relevant warning statements set out below on the following, where they contain information regarding a **lifetime mortgage** or **home reversion agreement**:

- a) an application form;
- b) any other document provided to the **personal consumer**; and
- c) on its website.

For **lifetime mortgages**:

Warning: While no interest is payable during the period of the mortgage, the interest is compounded on an annual basis and is payable in full in circumstances such as death, permanent vacation of or sale of the property.

and;

Warning: Purchasing this product may negatively impact on your ability to fund future needs.

For *home reversion agreements*:

Warning: The money you receive may be much less than the actual market value of the share in your home.

and;

Warning: Purchasing this product may negatively impact on your ability to fund future needs.

Investment Products

- 4.46 Prior to offering, recommending, arranging or providing an *investment product*, other than a *tracker bond*, a *regulated entity* must provide a *consumer* with information on the following, where relevant:
- a) capital security;
 - b) the risk that some or all of the investment may be lost;
 - c) leverage and its effects;
 - d) any limitations on the sale or disposal of the product;
 - e) restrictions on access to funds invested;
 - f) restrictions on the redemption of the product;
 - g) the impact, including the cost, of exiting the product early;
 - h) the minimum recommended investment period;
 - i) the risk that the estimated or anticipated return on the *investment product* will not be achieved;
 - j) the potential effects of volatility in price, fluctuation in interest rates, and/or movements in exchange rates on the value of the investment; and
 - k) the level, nature, extent and limitations of any guarantee and the name of the guarantor.

This information must be provided in a stand-alone document except where such information is already required to be disclosed under the Life Assurance (Provision of Information) Regulations 2001 or any other regulations made under Section 43D of the Insurance Act 1989 concerning provision of information for life assurance policies and where such information is disclosed to the *consumer* in a manner which complies with such Regulations.

- 4.47 A *regulated entity* must include the following warning statement with all illustrations:

Warning: These figures are estimates only. They are not a reliable guide to the future performance of your investment.

4.48 Where a prospectus, other than a prospectus falling within the scope of the Prospectus Directive (2003/71/EC), represents or contains the terms of a contract between a **regulated entity** and one or more of its **consumers**, this fact must be clearly stated in the prospectus.

4.49 A **regulated entity** must provide the following information in a prominent position in a **tracker bond** product brochure, if any, and on a **tracker bond** application form:

- a) for investments in products that do not promise a 100% return of a **consumer's** capital on maturity, the following warning statement:

Warning: The value of your investment may go down as well as up. You may get back less than you invest.

- b) where the promised return is known but is less than the initial 100% invested by a **consumer**, the following warning statement:

Warning: If you invest in this product you could lose [xx]% of the money you invest.

- c) if the promised return of capital is only applicable on a specific date, this date and the following warning statement:

Warning: If you cash in your investment before [specify the particular date] you may lose some or all of the money you invest.

- d) if there is no access to funds for the term of the product, the following warning statement:

Warning: If you invest in this product you will not have any access to your money for [insert time required before the product matures].

- e) the nature, extent and limitations of any guarantee attaching to the product and the name of the ultimate provider of any guarantee.

- 4.50 A **product producer** of a **tracker bond** must produce and issue a "Key Features Document" of a type referred to in Appendix A to this Code to any intermediary that offers that **tracker bond** to **consumers**. Where the information required by the Key Features Document is otherwise already provided to the **consumer** as required under the Life Assurance (Provision of Information) Regulations 2001 or any other regulations made under Section 43D of the Insurance Act 1989 requiring the provision of information to **consumers** regarding life assurance policies, the **regulated entity** is not obliged to include that information in the Key Features Document.
- 4.51 A **regulated entity** must provide a **consumer** with a Key Features Document prior to the **consumer** signing an application form for a **tracker bond**. Where relevant, the Key Features Document must explain to the **consumer** that the **consumer's** return on his or her investment will be capped/limited.
- 4.52 Where a **regulated entity** offers a **consumer** the facility to borrow funds to invest in a **tracker bond**, the **regulated entity** must give the **consumer** an illustration showing:
- a) the year-by-year and total interest payments the **consumer** is likely to have to pay in respect of the funds borrowed to invest in the **tracker bond**, until the date the product matures;
 - i) for this purpose only, the fixed interest rate offered by the lender for the period to the date of the promised payment under the **tracker bond**, must be used.
 - ii) where the lender does not offer a fixed interest rate over this period, an equivalent open market fixed interest rate should be used for this purpose.
 - b) the equivalent **compound annual rate** of the promised payment under the relevant **tracker bond** must be shown prominently; and
 - c) the difference between the promised payment under the **tracker bond** and the total projected outgoings of the **consumer** (i.e. interest payments related to the funds borrowed to invest, any capital repayments related to such borrowings and any capital investment by the **consumer** other than the borrowed funds) over the period to the date of promised payment under the **tracker bond**.
- 4.53 Prior to offering, recommending, arranging or providing a Personal Retirement Savings Account (**PRSA**), a **regulated entity** must provide a **consumer** with the information set out in Appendix B to this Code. Where a non-standard **PRSA** is offered or recommended to a **consumer** the **regulated entity** must also complete the declaration set out in Appendix C to this Code.

INFORMATION ABOUT CHARGES

- 4.54 Prior to providing a product or service to a **consumer**, a **regulated entity** must:

- a) provide the **consumer**, on paper or on another **durable medium**, with a breakdown of all **charges**, including third party **charges**, which will be passed on to the **consumer**; and
 - b) where such **charges** cannot be ascertained in advance, notify the **consumer** that such **charges** will be levied as part of the transaction.
- 4.55 Where a **regulated entity** intends to impose a **charge** in respect of the provision or arrangement of a loan to a **personal consumer**, and it is proposed that this **charge** is incorporated into the amount advanced to the **personal consumer**, the **regulated entity** must, prior to the **personal consumer** signing an application form for a loan:
- a) inform the **personal consumer**, on paper or on another **durable medium**, that the **personal consumer** has the right to pay such a **charge** separately and not include it in the loan; and
 - b) provide the following information to the **personal consumer** on paper or on another **durable medium**:
 - i) the amount of the **charge**; and
 - ii) the overall cost of paying the **charge** over the term of the loan.
- 4.56 A **regulated entity** must display in its public offices, in a manner that is easily accessible to **consumers**, a schedule of fees and **charges** imposed by that **regulated entity**. If the **regulated entity** has a website, its schedule of fees and **charges** must also be made publicly available through placing this schedule on its website.

INFORMATION ABOUT REMUNERATION

- 4.57 Prior to offering, recommending, arranging or providing a product or service a **mortgage intermediary** and a firm authorised under the Investment Intermediaries Act 1995 must disclose, on paper or on another **durable medium**, to a **consumer** the existence, nature and amount of any fee, commission or other remuneration received or to be received from a **product producer** in relation to that product or service. Where the amount cannot be ascertained, the method of calculating that amount must be disclosed. The disclosure must be in a manner that is comprehensive, accurate and understandable.

This provision does not apply where the product or service relates to an insurance policy.

- 4.58 Where remuneration is to be received by an intermediary from a **product producer** on an ongoing basis in respect of a product or service, the intermediary must disclose to the **consumer** on paper or on another **durable medium**, prior to the provision of that product or service, the nature of the service to be provided to the **consumer** in respect of this remuneration.

A30 [4.58A An intermediary must make available in its public offices or on its website, in a manner that is easily accessible to **consumers**, a summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to the intermediary which it has agreed with **product producers**. Where an intermediary operates a website, it must publish the summary on its website. The summary must include a minimum of the following:

- a) an indication of the agreed amount or percentage of any fee, commission, other reward or remuneration where the payment is made to the intermediary on this basis;
- b) an explanation of the arrangement including details on the type of fee, commission, other reward or remuneration paid or provided to the intermediary, for example, sales commission or trail commission, and details affecting the fee, commission, other reward or remuneration paid or provided to the intermediary, for example, clawback provisions;
- c) details of any other agreed fees, administrative costs, or non-monetary benefits under such arrangements, including any benefits, which are not related to the intermediary's individual sales.

An intermediary must bring this information to the attention of the **consumer**, and provide any clarification of the information if requested by the **consumer**, before concluding a contract for a financial product or service. An intermediary must retain **records** demonstrating that it has complied with this requirement.]

4.59 **A31** [...].

4.60 **A32** [...].

4.61 Where an intermediary allows the **consumer** the option to pay for its services by means of a fee, the option of payment by fee and the amount of the fee must be explained in advance to the **consumer**. Where the intermediary charges a fee and also receives commission in respect of the product or service provided to the **consumer**, it must explain to the **consumer** whether or not the commission will be offset against the fee, either in part or in full.

Amendments
A17: Inserted (July 2016) by Addendum for Consequential Amendments to the Consumer Protection Code arising from Transposition of the Mortgage Credit Directive.
A18: Inserted (1 January 2018) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the application of Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November

2014 on Key information Documents For Packaged Retail And Insurance-Based Investment products (PRIIPS).
A19: Inserted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.
A20: Inserted (September 2019) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the European Union (Insurance Distribution) Regulations 2018.
A21: Substituted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A22: Modification (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A23: Substituted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A24: Deleted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A25: Inserted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.
A26: Deleted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A27: Inserted (1 January 2019) by Addendum for Enhanced Mortgage Switching Measures: Transparency and Switching.
A28: Inserted (1 February 2017) by Addendum for Increased Protections for Variable Rate Mortgage Holders.
A29: Inserted (1 January 2019) by Addendum for Enhanced Mortgage Switching Measures: Transparency and Switching.
A30: Inserted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A31: Deleted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A32: Deleted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.

CHAPTER 5

CLARIFICATION OF SCOPE

Consumer Credit, Payment services and Electronic money

- a) Where **regulated entities** are providing credit under credit agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), the Provisions in this Chapter do not apply.
- b) Where **regulated entities** are providing **payment services** and/or issuing **electronic money**, the Provisions in this Chapter do not apply.
- c) Where **regulated entities** are providing **debt management services**, Provision 5.19 does not apply.

A33 [(d) Where **regulated entities** are providing BNPL agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), the Provisions in this Chapter do not apply.]

A34 [Mortgage Credit]

- a) Provisions 5.4 and 5.13 do not apply to activities coming within the scope of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (S.I. No. 142 of 2016).
- b) Provision 5.16 c) does not apply to the activities of a creditor coming within the scope of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (S.I. No. 142 of 2016).]

A35 [Insurance-based investment products]

- a) The obligations set out in Chapter 5 of the Code do not apply to the provision of advice on **insurance-based investment products**.
- b) Provision 5.4 does not apply to **insurance intermediaries** or **insurance undertakings** carrying out insurance distribution activities in relation to sales of **insurance-based investment products** where no advice is provided.]

KNOWING THE CONSUMER AND SUITABILITY

KNOWING THE CONSUMER

- 5.1 A **regulated entity** must gather and record sufficient information from the **consumer** prior to offering, recommending, arranging or providing a product or service appropriate to that **consumer**. The level of information gathered should be appropriate to the nature and complexity of the product or service being sought by the **consumer**, but must be to a level that allows the **regulated entity** to provide a professional service and must include details of the **consumer's**:
- a) Needs and objectives including, where relevant:
 - i) the length of time for which the **consumer** wishes to hold a product,
 - ii) need for access to funds (including emergency funds),
 - iii) need for accumulation of funds.
 - b) Personal circumstances including, where relevant:
 - i) age,
 - ii) health,
 - iii) knowledge and experience of financial products,
 - iv) dependents,
 - v) employment status,
 - vi) known future changes to his/her circumstances.
 - c) Financial situation including, where relevant:
 - i) income,
 - ii) savings,
 - iii) financial products and other assets,
 - iv) debts and financial commitments.
 - d) where relevant, attitude to risk, in particular, the importance of capital security to the **consumer**.

The **regulated entity** is only required to seek the information set out at a) to d) above where it is relevant to the assessment of suitability to be carried out under this Chapter.

- 5.2 In the case of a standard Personal Retirement Savings Account (**PRSA**), where an employer has chosen a provider and the **regulated entity** makes a presentation to **employees**, the **regulated entity** must gather and record the following minimum relevant information namely, that the **consumer**:
- a) is an **employee** of the firm;
 - b) has no other form of pension provisions; and
 - c) intends to select the **default investment strategy** of the provider.

- 5.3 A **regulated entity** must gather and maintain a **record** of details of any material changes to a **consumer's** circumstances prior to offering, recommending, arranging or providing a subsequent product or service to the **consumer**. Where there is no material change, this must be noted on a **consumer's records**.
- 5.4 Where a **consumer** refuses to provide information sought in compliance with Provisions 5.1 and 5.3, the **regulated entity** must inform the **consumer** that, as it does not have the relevant information necessary to assess suitability, it cannot offer the **consumer** the product or service sought.
- 5.5 A **regulated entity** must endeavour to have the **consumer** certify the accuracy of the information it has provided to the **regulated entity**.

Mortgages

- 5.6 Prior to providing a mortgage to a **personal consumer**, a mortgage lender must either:
- have had sight of all original supporting documentation evidencing the **personal consumer's** identity and ability to repay; or
 - receive from a **mortgage intermediary** a signed declaration that such **mortgage intermediary** has had sight of all original supporting documentation evidencing the **personal consumer's** identity and ability to repay.

A declaration signed by the **personal consumer**, (or his or her representative), certifying income and/or ability to repay is not sufficient evidence for these purposes.

A36 [5.6a A **regulated entity** shall:

- acknowledge receipt of a complete mortgage application within 3 **business days** of receipt of all documents or items of information necessary for a complete application;
- where a mortgage application is not complete, acknowledge receipt of the mortgage application within three **business days** of receipt and, together with that acknowledgement, provide notification of any documents or items of information necessary for a complete application;
- inform a **personal consumer** of the **regulated entity's** decision on the **personal consumer's** mortgage application within 10 **business days** of receipt of all documents or items of information necessary to assess the application;
- if it cannot make a decision on whether it will grant or refuse the application within 10 **business days** of receipt of all documents or items of information necessary to assess the application, inform the **personal consumer** of the reasons why the **regulated entity's** assessment of the application will take longer than 10 **business days** and the expected timeframe within which a decision will be made;

- e) ensure that it has clear points of contact for any enquiries from a **personal consumer** who is considering switching their mortgage and for any other enquiries relating to mortgage lending.]
- 5.7 A **regulated entity** must assess the reasonableness of the information contained in the documentation submitted by a **personal consumer** in support of a mortgage application and take all reasonable steps to ensure that the documentation submitted is legitimate and authentic.
- 5.8 A **regulated entity** must ensure that it has had sight of an original valuation report for the property which will act as security for the mortgage, prior to providing a mortgage.

SUITABILITY

Assessing affordability of credit

- 5.9 Prior to offering, recommending, arranging or providing a credit product **A37** [hire-purchase agreement, consumer-hire agreement or BNPL agreement,] to a **personal consumer**, a lender must carry out an assessment of affordability to ascertain the **personal consumer's** likely ability to repay the debt, over the duration of the agreement. An affordability assessment must include consideration of:
- a) the information gathered under parts b) and c) of Provision 5.1; and
 - b) in the case of all mortgage products provided to **personal consumers**, the results of a test on the **personal consumer's** ability to repay the instalments, over the duration of the agreement, on the basis of a 2% interest rate increase, at a minimum, above the interest rate offered to the **personal consumer**. This test does not apply to mortgages where the interest rate is fixed for a period of five years or more.

Where the lender offers an **introductory interest rate**, it must carry out the 2% interest rate test on the variable interest rate to be applied after the introductory period has ended if known at the time of the offer of the **introductory interest rate**, or on the current variable interest rate, if the variable interest rate to be applied after the introductory period has ended is not yet known.

The lender must notify the relevant intermediary, if any, of the results of the assessment of affordability.

- 5.10 A **mortgage intermediary** must submit the information obtained from a **personal consumer** under Provisions 5.1 and 5.3 to the relevant lender to enable the affordability assessment(s) to be carried out.

- 5.11 In the case of an interest only mortgage, in addition to Provision 5.9 b), the lender must carry out an assessment to ascertain the **personal consumer's** likely ability to repay the principal at the end of the mortgage term.
- 5.12 In the case of a mortgage provided on an interest-only basis for a duration less than the term of the mortgage, in addition to Provision 5.9 b), a lender must carry out an assessment to ascertain the **personal consumer's** likely ability to repay the capital and interest instalment amount that will apply at the end of the interest-only period. This assessment must be on the basis of a 2% interest rate increase, at a minimum, above the interest rate that will apply at the end of the interest-only period if known at the time of the offer of the interest-only mortgage, or on the current variable interest rate if the variable interest rate to be applied after the ending of the interest-only period is not yet known.
- 5.13 A **regulated entity** must take account of the result of the affordability assessment when deciding whether a **personal consumer** is likely to be able to repay the debt for that amount and duration in the manner required under the credit agreement **A38** [hire-purchase agreement, consumer-hire agreement or BNPL agreement].
- 5.14 When offering or recommending a variable interest rate mortgage, a **regulated entity** must provide a **personal consumer**, on paper or on another **durable medium**, with figures reflecting the revised instalment amount following a 2% interest rate increase above the variable interest rate offered.

Where the lender is offering an **introductory interest rate**, the revised instalment amounts must reflect an increase of 2% on the variable interest rate to be applied after the introductory period has ended if known at the time of the offer of the **introductory interest rate** or the current variable interest rate, if the variable interest rate to be applied after the introductory period has ended is not yet known.

- 5.15 A lender must carry out a further affordability and suitability assessment prior to advancing additional credit **A39** [hire-purchase, consumer-hire or BNPL facilities,] to a **personal consumer**, whether by way of a top-up on an existing loan **A40** [or agreement or by a new credit agreement, hire-purchase agreement, consumer-hire agreement or BNPL agreement].

Assessing suitability

- 5.16 When assessing the suitability of a product or service for a **consumer**, the **regulated entity** must, at a minimum, consider and document whether, on the basis of the information gathered under Provision 5.1 and 5.3:
- a) the product or service meets that **consumer's** needs and objectives;
 - b) the **consumer**:
 - i) is likely to be able to meet the financial commitment associated with the product on an ongoing basis;

- ii) is financially able to bear any risks attaching to the product or service;
- c) in the case of credit products **A41** [, hire-purchase agreements, consumer-hire agreements or BNPL agreements,] a **personal consumer** has the ability to repay the debt in the manner required under the credit agreement **A42** [, hire-purchase agreement, consumer-hire agreement or BNPL agreement,] on the basis of the outcome of the assessment of affordability; and,
- d) the product or service is consistent with the **consumer's** attitude to risk.

5.17 A **regulated entity** must ensure that any product or service offered to a **consumer** is suitable to that **consumer**, having regard to the facts disclosed by the **consumer** and other relevant facts about that **consumer** of which the **regulated entity** is aware.

The following additional requirements apply:

- a) where a **regulated entity** offers a selection of product options to the **consumer**, the product options contained in the selection must represent the most suitable from the range available from the **regulated entity**; and
- b) where a **regulated entity** recommends a product to a **consumer**, the recommended product must be the most suitable product for that **consumer**.

5.18 A **regulated entity** must not advise a **consumer** to carry out an **investment product** transaction, or a series of **investment product** transactions, with a frequency or in amounts that, when taken together, are deemed to be excessive and/or detrimental to the **consumer's** best interests.

Where a **consumer** instructs a **regulated entity** to carry out an **investment product** transaction, or series of **investment product** transactions, with a frequency or in amounts that, when taken together, are deemed to be excessive and/or detrimental to the **consumer's** best interests, the **regulated entity** must make a contemporaneous **record** that it has advised the **consumer** that in its opinion the transaction(s) is/are excessive and/or detrimental to the **consumer's** best interests, if the **consumer** wishes to proceed with the transaction(s).

Statement of suitability

5.19 Prior to providing or arranging a product or service, a **regulated entity** must prepare a written statement setting out:

- a) the reasons why a product or service offered to a **consumer** is considered to be suitable to that **consumer**; or
- b) the reasons why the product options contained in a selection of product options offered to a **consumer** are considered to be the most suitable to that **consumer**; or

- c) the reasons why a recommended product is considered to be the most suitable product for that **consumer**.

The reasons set out in the statement must reflect the information gathered under Provision 5.1 to assist the **consumer** in understanding how the product(s) or service(s) offered or recommended meets, where relevant, the **consumer's**:

- i) needs and objectives;
- ii) personal circumstances; and
- iii) financial situation.

The written statement must also include an outline of the following, where relevant:

- iv) how the risk profile of the product is aligned with the **consumer's** attitude to risk; and
- v) how the nature, extent and limitations of any guarantee attached to the product is aligned with the **consumer's** attitude to risk.

The **regulated entity** must sign the statement and provide a copy of this statement on paper or on another **durable medium**, dated on the day on which it is completed, to the **consumer** prior to providing or arranging a product or service, and retain a copy.

- 5.20 A **regulated entity** must include the following notice at the beginning of the statement of suitability or, if applicable, the statement of advice as required under Provision 13.14:

Important Notice - Statement of Suitability [or Advice]

This is an important document which sets out the reasons why the product(s) or service(s) [advice] offered or recommended is/are considered suitable, or the most suitable, for your particular needs, objectives and circumstances.

- 5.21 Where a **regulated entity** has provided an oral explanation to the **consumer** of the product(s) or service(s) offered or recommended, a **regulated entity** must include a **record** of such explanation in or with the statement of suitability.
- 5.22 In the case of travel, motor and home insurance provided to a **personal consumer**, the statement of suitability may be in a standard format.
- 5.23 In the case of insurance policies where immediate cover is required, a statement of suitability may be issued to the **consumer** immediately after the product has been provided.

EXEMPTION FROM KNOWING THE CONSUMER AND SUITABILITY

- 5.24 Provisions on Knowing the Consumer and Suitability do not apply where:
- a) the **consumer** has specified both the product and the **product producer** by name and has not received any assistance from the **regulated entity** in the choice of that product and/or **product producer**; or
 - b) the **regulated entity** has established that the **consumer** is seeking a term deposit of less than one year or a notice deposit account and has alerted the **consumer** to any restrictions on the **A43** [account, or
 - (c) an **insurance intermediary** or **insurance undertaking** is carrying out insurance distribution in relation to sales of **insurance-based investment products** and all of the requirements in Regulation 42(4) of the European Union (Insurance Distribution) Regulations 2018 (S.I. No. 229/2018) are satisfied.]

The above exemption in Provision 5.24 a) does not apply where a **personal consumer** is seeking:

- i) a credit amount above €75,000;
- ii) a mortgage;
- iii) a **home reversion agreement**.

In relation to 5.24 a) above, prior to providing an **investment product** to a **consumer**, a **regulated entity** must warn the **consumer**, on paper or on another **durable medium**, that the **regulated entity** does not have the information necessary to determine the suitability of that product for the **consumer**.

A44 [TIMELINES FOR MORTGAGE DRAWDOWN PROCESS

- 5.25 A **regulated entity** shall:
- a) notify a **personal consumer** of the documentation required to complete the mortgage drawdown process; and
 - b) ensure that it has clear points of contact for any enquiries from a **personal consumer** during the mortgage drawdown process or any other matters relating to mortgage lending.]

Amendments
A33: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A34: Inserted (July 2016) by Addendum for Consequential Amendments to the Consumer Protection Code arising from Transposition of the Mortgage Credit Directive.
A35: Inserted (25 September 2019) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the European Union (Insurance Distribution) Regulations 2018.

A36: Inserted (1 January 2019) by Addendum for Enhanced Mortgage Switching Measures: Transparency and Switching.
A37: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A38: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A39: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A40: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A41: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A42: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A43: Inserted (25 September 2019) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the European Union (Insurance Distribution) Regulations 2018.
A44: Inserted (1 January 2019) by Addendum for Enhanced Mortgage Switching Measures: Transparency and Switching.

CHAPTER 6

CLARIFICATION OF SCOPE

Consumer Credit, Payment Services and Electronic Money

- a) Where **regulated entities** are providing credit under credit agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), only Provision 6.8 in this Chapter applies.
- b) Where **regulated entities** are providing **payment services** and/or issuing **electronic money**, the Provisions in this Chapter do not apply.

POST-SALE INFORMATION REQUIREMENTS

GENERAL REQUIREMENTS

- 6.1 Where a **regulated entity** makes a material change to its **terms of business**, it must provide each affected **consumer** with a revised **terms of business** as soon as possible.
- 6.2 A **regulated entity** must inform a **consumer** that he or she may request the statements referred to in Provisions 6.3, 6.5 and 6.16 to be provided on paper and, if requested by the **consumer**, the **regulated entity** must provide these statements on paper to the **consumer**.

INFORMATION ABOUT PRODUCTS

Term and Notice Deposit Accounts

- 6.3 In relation to all term and notice deposit accounts with a balance in excess of €20, a **credit institution** must at least annually, provide to a **consumer**:
 - a) a statement of the account which includes, where applicable:
 - i) the opening balance;
 - ii) all additions;
 - iii) all withdrawals;
 - iv) all interest credited;
 - v) all **charges**;
 - vi) the closing balance;
 - vii) details of the interest rate(s) applied to the account during the period covered by the statement; and

- viii) where tax is deducted from interest credited, information on the tax deducted or on how **consumers** may obtain a certificate detailing the tax paid.
- b) details of interest rates applied to other similar accounts available to the **consumer** from that **credit institution**; and
- c) where the term of the account is less than one year, the **credit institution** must provide to a **consumer** a closing statement which contains this information.

6.4 A **credit institution** must ensure that at least 10 **business days** prior to the maturity of a fixed term deposit, it alerts the **consumer** about its impending maturity and the maturity date. This provision does not apply where the maturity date of the fixed term deposit is less than 30 days.

Credit

6.5 In relation to loans, a **regulated entity** must, at least annually, provide to a **personal consumer** a statement of the account which includes:

- a) the opening balance;
- b) all transactions;
- c) all interest charged;
- d) all **charges**;
- e) the outstanding balance due;
- f) details of the interest rate(s) applied to the account during the period covered by the statement **A45**; and
- [g) in the case of a mortgage with a variable interest rate, excluding a **tracker interest rate**:
 - i) a summary of other mortgage products provided by the **regulated entity** that could provide savings for the **personal consumer** at that point in time;
 - ii) details of how the **personal consumer** can obtain further information on these mortgage products;
 - iii) a statement that the **personal consumer** should keep their mortgage arrangements under review as there may be other options that could provide savings for the **personal consumer**;
 - iv) a link to the relevant section on the Competition and Consumer Protection Commission's website relating to switching lenders or changing mortgage type;
 - v) a reminder that the **regulated entity's** summary statement produced in accordance with Provision 4.28a is available on its website;]

A46 [vi) if the interest rate applies is based on a ratio of Loan-to-Value (hereinafter referred to as a "Loan-to-Value interest rate band"), a notification as to whether the mortgage provides for movement by the **personal consumer** between Loan-to-Value interest rate bands subject to the provision of an up-to-date valuation and any other requirements that may apply to

- movement between Loan-to-Value interest rate bands by the **personal consumer**;
- vii) if the **personal consumer** is permitted to move between Loan-to-Value interest rate bands, an invitation to the **personal consumer** to contact the **regulated entity** to discuss further; and
 - viii) if the **personal consumer** is not permitted to move between Loan-to-Value interest rate bands, a notification that the **personal consumer** may be able to avail of lower Loan-to-Value interest rate bands from another **regulated entity** based on an up-to-date valuation.]
- 6.6 A **regulated entity** must notify affected **personal consumers** on paper or on another **durable medium** of any change in the interest rate on a loan. This notification must include:
- a) the date from which the new rate applies;
 - b) details of the old and new rate;
 - c) the revised repayment amount;
 - d) an invitation for the **personal consumer** to contact the lender if he or she anticipates difficulties meeting the higher repayments;
- A47** [e) in the case of an increase in the interest rate on a mortgage with a variable interest rate, excluding a **tracker interest rate**:
- i) the reason, by reference to the summary statement produced in accordance with Provision 4.28a, for the change in the interest rate;
 - ii) a summary of other mortgage products provided by the **regulated entity** that could provide savings for the **personal consumer** at that point in time;
 - iii) details of where the **personal consumer** can obtain further information on these mortgage products;
 - iv) a statement that the **personal consumer** should keep their mortgage arrangements under review as there may be other options that could provide savings for the **personal consumer**; and
 - v) a link to the relevant section on the Competition and Consumer Protection Commission's website relating to switching lenders or changing mortgage type; and
- A48** [(f) in the case of a mortgage with a fixed interest rate, 60 days prior to the expiry of the fixed interest rate period, a notification of the default rate of interest applicable on the expiry of the fixed rate period, including, where the default rate of interest is not a **tracker interest rate**:
- i) a summary of other mortgage interest rates provided by the **regulated entity** that could provide savings for the **personal consumer** compared to the default rate of interest at the time of notification;
 - ii) details of how the **personal consumer** can obtain further information on the default rate of interest and other mortgage

- interest rates provided by the **regulated entity** referred to in subparagraph (f)(i);
- iii) a statement that the **personal consumer** should keep their mortgage arrangements under review as there may be other options that could provide savings for the **personal consumer**;
- iv) a link to the relevant section on the Competition and Consumer Protection Commission's website relating to switching lenders or changing mortgage type; and
- v) a reminder that the **regulated entity's** summary statement produced in accordance with Provision 4.28a is available on its website.]

In the case of a mortgage where a revised repayment arrangement has been put in place in accordance with the Code of Conduct for Mortgage Arrears, the notification must clearly indicate the revised repayment amount required in Part c) that applies to the revised repayment arrangement.

6.7 A **regulated entity** must provide the notification required under Provision 6.6 to a **personal consumer** at least 30 days in advance of any change in the interest rate, except in the following circumstances:

- a) in the case of a **tracker interest rate**, the **regulated entity** must provide the notification required under Provision 6.6 as soon as possible, and no later than 10 **business days** after the **regulated entity** becomes aware of a change in the underlying rate being tracked; or
- b) for loans other than mortgage loans, where the following conditions are satisfied, the **regulated entity** does not need to provide the notification required under Provision 6.6:
 - i) the change in the interest rate is caused by a change in a reference rate which changes on a daily or weekly basis;
 - ii) the new reference rate is made publicly available by appropriate means; and
 - iii) information concerning the new reference rate is kept available on the premises of the **regulated entity**.

6.8 Where a **regulated entity** has advanced credit to a **personal consumer** subject to a guarantee, the **regulated entity** must notify the guarantor, on paper or on another **durable medium**, if the terms of the credit agreement change.

6.9 Where

- a) a **personal consumer** requests to change from an existing **tracker interest rate**; or
- b) a **regulated entity** offers a **personal consumer** the option to move from a **tracker interest rate** to an alternative rate on their existing loan;

the lender must provide the **personal consumer** with the following information on paper or on another **durable medium**:

- i) indicative comparisons of the cost of the monthly loan repayments at the **personal consumer's** current **tracker interest rate** and each of the alternative rate(s) being offered;
- ii) an indicative comparison of the total cost of the loan if the **personal consumer** continues with the existing **tracker interest rate** and the total cost of the loan for each of the alternative rate(s) and terms being offered. Any assumptions used must be reasonable and justifiable and must be clearly stated; and
- iii) details of the advantages and disadvantages for the **personal consumer** of the **tracker interest rate** compared to each of the other rate(s) being offered.

The following warning statement should also appear with the information above, in circumstances where a **personal consumer** will not be able to revert to a **tracker interest rate** if they move to an alternative rate:

Warning: If you switch to an alternative interest rate, you will not be contractually entitled to go back onto a tracker interest rate in the future.

This provision does not apply to a mortgage on a primary residence covered by the Code of Conduct for Mortgages Arrears which is in "arrears" or "pre-arrears" as defined in the Code of Conduct for Mortgage Arrears.

- 6.10 A **regulated entity** must allow the **personal consumer** at least one month to consider any change proposed under Provision 6.9 and advise the **personal consumer** of this entitlement.
- 6.11 Where a **personal consumer** waives the one month period provided for in Provision 6.10, a **regulated entity** must receive written confirmation from the **personal consumer**, prior to the proposed change, confirming that:
 - a) the **personal consumer** has been provided with the information required under Provision 6.9; and
 - b) the **personal consumer** understands that he or she is waiving a one month period to consider this information.
- 6.12 Where a **regulated entity** offers an incentive to a **personal consumer** on an existing mortgage, **A49** [or prior to mortgage credit being approved,] the **regulated entity** must provide the **personal consumer**, on paper or on another **durable medium**, with the information needed to consider the incentive offered.

This information must:

- a) quantify the implications for the **personal consumer** of availing of the incentive including an indicative cost comparison of the total cost of the existing mortgage **A50** [or new mortgage credit] if they do not avail of

- the incentive and the total cost of the mortgage if they avail of the incentive;
- b) clearly set out the length of time during which the incentive will be available;
- c) clearly set out any assumptions used, which must be reasonable and justifiable;
- d) set out the advantages and disadvantages to the **personal consumer** of availing of the incentive;
- e) include other **key information** which the **personal consumer** should have available to them when considering the incentive; and
- f) include a statement that the **personal consumer** may wish to seek independent advice prior to availing of the incentive.

Insurance products

6.13 An **insurance undertaking** must issue policy documents, within five **business days** of all relevant information being provided by the **consumer** and cover being underwritten, to any **consumer** to whom it has sold its insurance policy directly or to any **insurance intermediary** that has sold its insurance policy. An **insurance intermediary** must, within five **business days** of receiving the policy documents from an **insurance undertaking**, provide them to the **consumer**.

This provision also applies in the case where the **consumer** renews an existing policy.

6.14 When a **consumer** notifies a **regulated entity** of the intention to use an insured vehicle in another **Member State**, the **regulated entity** must provide the **consumer** with contact details of the **regulated entity's** appointed claims representative for that **Member State**.

6.15 Where a secondary market exists for a life assurance policy, and when the holder of such a life assurance policy is a **consumer** and seeks information on its early surrender, the **regulated entity** must notify to the **consumer**, at the same time as it discloses the surrender value of the policy, that this secondary market exists and that the policy may be sold on it.

Investment products

6.16 For each **investment product** held with it, a **regulated entity** must, at least annually, provide to a **consumer** a statement in respect of the previous 12 month period, which includes, where applicable:

- a) the opening balance or value;
- b) all additions including additional amounts invested;
- c) all withdrawals;
- d) the total sum invested;
- e) the number of units held;
- f) all interest;

- g) all **charges** and deductions affecting the **investment product** including any **charges** associated with the management, sale, set up and ongoing administration of the **investment product**; and
- h) the closing balance or statement of the value of the investment.

6.17 A **product producer** of a **tracker bond** must produce and issue a document, within five **business days** of the start of the **tracker bond**, to a **consumer** to whom it has sold its **tracker bond** or to an **intermediary** that has sold its **tracker bond** setting out:

- a) the name(s) and address(es) of the **consumer(s)**;
- b) the date of investment;
- c) the amount of the investment;
- d) the date or dates on which the minimum payment is payable;
- e) disclosure of the make up of the investment, if the make up differs from that shown in the Key Features Document prepared in accordance with Provision 4.50;
- f) the date the investment will mature; and
- g) if a **consumer** has the right to cancel the **tracker bond** within a certain period of time from the sale, that the cooling off period of [Insert number] days starts from [insert date: the commencement of the investment date/date of receipt of policy document].

An **intermediary** must, within five **business days** of receiving this document, provide it to the **consumer(s)** who purchased the **tracker bond**.

INFORMATION ABOUT CHARGES

6.18 A **regulated entity** must:

- a) notify affected **consumers** of increases in **charges**, specifying the old and new **charge**, or the introduction of any new **charges**, at least 30 days prior to the change taking effect; and
- b) where **charges** are accumulated and applied periodically to accounts, notify **consumers** at least 10 **business days** prior to deduction of **charges** and give each **consumer** a breakdown of such **charges**, except where **charges** total an amount of €10 or less.

6.19 A **regulated entity** must notify, on paper or on another **durable medium**, **consumers** who have been charged penalty **charges**, including surcharge interest, of the methods by which these penalties may be mitigated.

Amendments
A45: Inserted (1 February 2017) by Addendum for Increased Protections for Variable Rate Mortgage Holders
A46: Inserted (1 January 2019) by Addendum for Enhanced Mortgage Switching Measures: Transparency and Switching.

A47: Inserted (1 February 2017) by Addendum for Increased Protections for Variable Rate Mortgage Holders

A48: Inserted (1 January 2019) by Addendum for Enhanced Mortgage Switching Measures: Transparency and Switching.

A49: Inserted (1 January 2019) by Addendum for Enhanced Mortgage Switching Measures: Transparency and Switching.

A50: Inserted (1 January 2019) by Addendum for Enhanced Mortgage Switching Measures: Transparency and Switching.

CHAPTER 7

CLARIFICATION OF SCOPE

Consumer Credit, Payment Services, Electronic Money and Health Insurance

- a) Where **regulated entities** are providing credit under credit agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), the Provisions in this Chapter do not apply.
- b) Where **regulated entities** are providing **payment services** and/or issuing **electronic money**, the Provisions in this Chapter do not apply.
- c) Where a method of direct settlement is used by health insurers, Provisions 7.6 to 7.21 do not apply.

REBATES AND CLAIMS PROCESSING

PREMIUM REBATES

- 7.1 A **regulated entity** must issue a premium rebate to a **consumer** within five **business days** of the rebate becoming due where the value of the premium rebate is more than €10.
- a) Where the **regulated entity** is an **insurance undertaking**, the premium rebate becomes due as soon as the **insurance undertaking** becomes aware of the circumstances giving rise to the premium rebate.
 - b) Where the **regulated entity** is an **insurance intermediary**, the premium rebate becomes due when:
 - i) the **insurance intermediary** has received the premium rebate from the relevant **insurance undertaking**; or
 - ii) the **insurance undertaking** has notified the **insurance intermediary** that such rebate is due and permits the **insurance intermediary** to issue the rebate from the funds held by the **insurance intermediary** which are due to the **insurance undertaking**.
- 7.2 Where a premium rebate is due to a **consumer**, and the value of the rebate is €10 or less the **regulated entity** must issue the premium rebate to the **consumer** within five **business days** of the rebate becoming due, or, alternatively, the **regulated entity** may offer the **consumer** the choice of:
- a) receiving the premium rebate; or
 - b) receiving a reduction from a renewal premium or other premium currently due to that **regulated entity**; or

c) the **regulated entity** making a donation of the rebate amount to a registered charity.

In respect of options b) and c) above, the **regulated entity** must seek the **consumer's** consent on each occasion and must maintain a **record** of the **consumer's** decision.

Where the **consumer** has agreed under option c) that a charitable donation can be made, the **regulated entity** must document the donation and retain a receipt from the relevant charity.

7.3 An **insurance intermediary** may handle premium rebates due to **consumers** only where an express agreement exists whereby the **insurance intermediary** acts as agent of a **regulated entity** in passing rebates to **consumers** so that in handling the rebated premium the **insurance intermediary** does not become a debtor of the **consumer**.

7.4 An **insurance intermediary** must transfer the rebate amount to the **consumer** in full. Any **charges** that the **consumer** may owe the **insurance intermediary** must not be recovered from the rebate amount due to the **consumer** without the prior written agreement of the **consumer** in each instance and a **record** of such agreement must be maintained by the **insurance intermediary**. Where the **consumer** has agreed to the deduction of any **charges** these must be clearly outlined on the accompanying notification of the rebate to the **consumer**.

7.5 Where an **insurance intermediary** has issued a rebate cheque to a **consumer**, and the rebate cheque has not been presented for payment within six months from the date of issue, the **insurance intermediary** must return the rebate to the **insurance undertaking**. Should the **consumer** seek the rebate in the future, it must be issued by the **insurance undertaking** or by the **insurance intermediary** in accordance with Provisions 7.1 or 7.2 above.

CLAIMS PROCESSING

7.6 A **regulated entity** must endeavour to verify the validity of a claim received from a **claimant** prior to making a decision on its outcome.

7.7 A **regulated entity** must have in place a written procedure for the effective and proper handling of claims. At a minimum, the procedure must provide that:

a) where an accident has occurred and a personal injury has been suffered, a copy of the **Personal Injuries Assessment Board** Claimant Information Leaflet is issued to the **claimant** as soon as the **regulated entity** is notified of the claim;

b) where the potential **claimant** has been involved in a motor accident with an uninsured or unidentified vehicle or with a foreign registered vehicle, the **regulated entity** must advise the potential **claimant** to contact the Motor Insurance Bureau of Ireland (MIBI);

- c) where a claim form is required to be completed, it is issued to the **claimant** within five **business days** of receiving notice of a claim;
 - d) the **regulated entity** must offer to assist in the process of making a claim, including, where relevant, alerting the **claimant** to policy terms and conditions that may be of benefit to the **claimant**;
 - e) a **record** must be maintained of all conversations with the **claimant** in relation to the claim; and
 - f) the **regulated entity** must, while the claim is ongoing, provide the **claimant** with updates of any developments affecting the outcome of the claim within ten **business days** of the development. When additional documentation or clarification is required from the **claimant**, the **claimant** must be advised of this as soon as required and, if necessary, issued with a reminder on paper or on another **durable medium**.
- 7.8 An **insurance intermediary** who assists a **consumer** in making a claim must on receipt of the completed claims documentation, transmit such documentation to the relevant **regulated entity** within one **business day**.
- 7.9 Where a **regulated entity** engages the services of a loss adjuster and/or expert appraiser it must notify the **claimant** of the contact details of the loss adjuster and/or expert appraiser it has appointed to assist in the processing of the claim and that such loss adjuster and/or expert appraiser acts in the interest of the **regulated entity** and the **regulated entity** must maintain a **record** of this notification.
- 7.10 In the case of motor insurance and property insurance claims, and other claims where relevant, the **regulated entity** must notify the **claimant** that the **claimant** may appoint a loss assessor to act in their interests but that any such appointment will be at the **claimant's** expense and the **regulated entity** must maintain a **record** of this notification.
- 7.11 At the **claimant's** request and with the **claimant's** written consent, a **regulated entity** must engage with a third party which a **claimant** has appointed to act on his or her behalf in relation to a claim.
- 7.12 A **regulated entity** must be available to discuss all aspects of the claim with the **claimant**, including assessment of liability and damages, during normal office hours, or outside of these hours if agreed with the **claimant**.
- 7.13 Where an **insurance undertaking** appoints a third party to undertake restitution work in respect of a claim, the **insurance undertaking** must provide the **claimant** in advance and on paper or on another **durable medium**, with details of the scope of the work that has been approved and the cost.
- 7.14 Where a method of direct settlement has been used, a **regulated entity**:
- a) must not ask the **claimant** to certify any restitution work carried out by a third party appointed by the **insurance undertaking**; and

- b) must certify, on paper or on another ***durable medium***, to the ***claimant*** that the restitution work carried out by the third party appointed by the ***insurance undertaking*** has been carried out to restore the ***claimant's*** property at least to the standard that existed prior to the insured event.
- 7.15 A ***regulated entity*** must ensure that any claim settlement offer made to a ***claimant*** is fair, taking into account all relevant factors, and represents the ***regulated entity's*** best estimate of the ***claimant's*** reasonable entitlement under the policy.
- 7.16 A ***regulated entity*** must, within ten ***business days*** of making a decision in respect of a claim, inform the ***claimant***, on paper or on another ***durable medium***, of the outcome of the investigation explaining the terms of any offer of settlement. When making an offer of settlement, the ***regulated entity*** must ensure that the following conditions have been satisfied:
- a) the insured event has been proven, or accepted by the ***regulated entity***;
 - b) all specified documentation has been received by the ***regulated entity*** from the ***claimant***; and
 - c) the entitlement of the ***claimant*** to receive payment under the policy has been established.
- 7.17 A ***regulated entity*** must allow a ***claimant*** at least ten ***business days*** to accept or reject the offer. Where the ***claimant*** waives this right and accepts the settlement offer within this timeframe, the ***regulated entity*** must retain a ***record*** of this decision.

This provision does not apply in the case of surrender or encashment of life assurance investment policies or to claims on life assurance ***protection policies*** where the settlement amount is set out in the policy terms and conditions and/or the policy schedule.

- 7.18 Where a ***claimant*** has agreed to accept the offer made by the ***regulated entity*** to settle a claim, the ***regulated entity*** must discharge the claim within ten ***business days*** from the date the ***claimant*** has agreed to accept the offer, once the appropriate amount has been agreed subject to finalisation of legal costs, where applicable.

Where a method of direct settlement is being applied, the ***regulated entity*** must discharge the claim without delay.

- 7.19 If the ***regulated entity*** decides to decline the claim, the reasons for that decision must be provided to the ***claimant*** on paper or on another ***durable medium***.
- 7.20 A ***regulated entity*** must provide a ***claimant*** with written details of any internal appeals mechanisms available to the ***claimant***.

7.21 Where the policyholder who is a **consumer** is not the beneficiary of the settlement the policyholder must be advised, on paper or on another **durable medium**, by the **regulated entity**, at the time that settlement is made, of the final outcome of the claim including the details of the settlement. Where applicable, the policyholder must be informed that the settlement of the claim will affect future insurance contracts of that type.

CHAPTER 8

CLARIFICATION OF SCOPE

- a) The provisions in this Chapter only apply in respect of loans (including credit cards) held by a *personal consumer*.
- b) The provisions in this Chapter do not apply to the extent that the loan is a mortgage loan to which the Code of Conduct for Mortgage Arrears applies.

ARREARS HANDLING

GENERAL

- 8.1 A *regulated entity* must have in place written procedures for the handling of *arrears*.
- 8.2 A *regulated entity* must make the following information available for *personal consumers*, including on a dedicated section of any website it operates:
 - a) general information to encourage a *personal consumer* to deal with *arrears* and stating the benefits of dealing with *arrears*;
 - b) relevant contact details of the *regulated entity* for dealing with *arrears*;
 - c) details on the *charges* that may be imposed on *personal consumers* in *arrears*; and
 - d) a link to the Money Advice and Budgeting Service (MABS) website.

The information on the website must be easily accessible from a prominent link on the homepage.

- 8.3 Where an account is in *arrears*, a *regulated entity* must seek to agree an approach (whether with a *personal consumer* or through a third party nominated by the *personal consumer* in accordance with Provision 8.5) that will assist the *personal consumer* in resolving the *arrears*.
- 8.4 Where an account remains in *arrears* ten *business days* after the *arrears* first arose, a *regulated entity* must immediately communicate clearly with the *personal consumer* to establish in the first instance why the *arrears* have arisen.
- 8.5 At the *personal consumer's* request and with the *personal consumer's* written consent, a *regulated entity* must liaise with a third party nominated by the *personal consumer* to act on his or her behalf in relation to an *arrears* situation. This does not prevent the *regulated entity* from contacting the *personal consumer* directly in relation to other matters.

PROVISION OF INFORMATION

- 8.6 Where an account remains in **arrears** 31 calendar days after the **arrears** first arose, a **regulated entity** must within three **business days** inform the **personal consumer** and any guarantor of the loan, on paper or on another **durable medium**, of the status of the account. This information must include the following:
- a) the date the account fell into **arrears**;
 - b) the number and total amount of repayments (including partial repayments) missed (this information is not required for credit card accounts);
 - c) the amount of the **arrears** to date;
 - d) the interest rate applicable to the **arrears**;
 - e) details of any **charges** in relation to the **arrears** that may be applied;
 - f) the importance of the **personal consumer** engaging with the **regulated entity** in order to address the **arrears**;
 - g) relevant contact points;
 - h) the consequences of continued non-payment, including where relevant, sharing of data relating to the **consumer's arrears** with the Irish Credit Bureau or any other credit reference agency;
 - i) if relevant, any impact of the non-payment on other accounts held by the **personal consumer** with that **regulated entity** including the potential for off-setting of accounts, where there is a possibility that this may occur under existing terms and conditions; and
 - j) a statement that the **personal consumer** may wish to seek assistance from MABS and contact details for the MABS National Helpline and the link to the MABS website.
- 8.7 Where a **personal consumer** has purchased payment protection insurance (PPI) from the **regulated entity** in relation to the loan account or credit card account which subsequently went into **arrears**, the communication required under Provision 8.6 must also advise the **personal consumer** of the following:
- a) that the **personal consumer** has purchased PPI;
 - b) the **personal consumer's** policy number; and
 - c) that the **regulated entity** will provide the **personal consumer** with a copy of the policy on request.
- 8.8 Where the **arrears** persist, an updated version of the information required in Provision 8.6 must be provide to the **personal consumer**, on paper or on another **durable medium**, every three months.
- 8.9 In respect of a mortgage, where a third full or partial repayment is missed and remains outstanding and an alternative repayment arrangement has not been put in place, a **regulated entity** must notify the **personal consumer**, on paper on another **durable medium**, of the following:

- a) the potential for legal proceedings and proceedings for repossession of the property, together with an estimate of the costs to the **personal consumer** of such proceedings;
- b) the importance of seeking independent advice, for example from MABS; and
- c) that, irrespective of how the property is repossessed and disposed of, the **personal consumer** will remain liable for the outstanding debt, including accrued interest, **charges**, legal, selling and other related costs, if this is the case.

8.10 A **regulated entity** must inform the **personal consumer**, on paper or on another **durable medium**, when it intends to appoint a third party to engage with the **personal consumer** in relation to **arrears** and must explain the role of the third party.

REVISED REPAYMENT ARRANGEMENTS

8.11 Where a **regulated entity** reaches an agreement on a revised repayment arrangement with a **personal consumer**, the **regulated entity** must, within five **business days**, provide the **personal consumer**, on paper or on another **durable medium**, with a clear explanation of the revised repayment arrangement and clarification on what data relating to the **consumer's arrears** will be shared with the Irish Credit Bureau or any other relevant credit reference agency.

8.12 Where **arrears** arise on an account and where a **personal consumer** makes an offer of a revised repayment arrangement that is rejected by the **regulated entity**, the **regulated entity** must formally document its reasons for rejecting the offer and communicate these to the **personal consumer**, on paper or on another **durable medium**.

COMMUNICATIONS

8.13 A **regulated entity** must ensure that the level of contact and communications from the **regulated entity**, or any third party acting on its behalf, with a **personal consumer** in **arrears**, is proportionate and not excessive.

8.14 Each calendar month, a **regulated entity**, and/or any third party acting on its behalf, must not initiate more than three unsolicited communications, by whatever means, to a **personal consumer** in respect of **arrears**.
The three unsolicited communications include any communication where contact is attempted but not made with the **personal consumer** but do not include:

- a) any communication that has been requested by, or agreed in advance with, the **personal consumer**; and

- b) any communication to the *personal consumer* the sole purpose of which is to comply with the requirements of this Code or other regulatory requirements.

CHAPTER 9

CLARIFICATION OF SCOPE

Consumer Credit, Payment Services and Electronic Money **A51** [and Crowdfunding]

- a) Where **regulated entities** are providing credit under credit agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), the Provisions in this Chapter do not apply.
- b) Where **regulated entities** are providing **payment services** and/or issuing **electronic money**, only Provisions 9.1 to 9.18, 9.30 and 9.31 apply.

A52 [(c) Where **regulated entities** are providing **crowdfunding services which fall within the scope of Regulation 2020/1503/EU**, only Provisions 9.1a, 9.2 to 9.11, 9.13, 9.14, 9.16 to 9.18, 9.36, 9.39, 9.41, 9.46 and 9.53 apply.]

A53 [(c) Where regulated entities are providing BNPL agreements which fall within the scope of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), the Provisions in this Chapter do not apply.]

ADVERTISING

GENERAL REQUIREMENTS

9.1 A **regulated entity** must include a regulatory disclosure statement, which meets the requirements set out in Provision 4.10, in all **advertisements**.

A54 [9.1a A **crowdfunding service provider** must include a regulatory disclosure statement in all advertisements, which meets the requirements set out in (a) or (b) below, depending on the Member State where it has been authorised:

a) "[Full legal name of the **crowdfunding service provider**, trading as (*insert all trading names used by the crowdfunding service provider*)] is regulated by the Central Bank of Ireland"; or

b) "[Full legal name of the **crowdfunding service provider**, trading as (*insert all trading names used by that crowdfunding service provider*), is regulated by [*insert name of the competent authority from which it received its authorisation*] in [*insert*

name of the **Member State** where that competent authority resides] under the Crowdfunding Regulation, and is subject to regulation by the Central Bank Ireland in respect of [conduct of business rules] relating to advertising.]

- 9.2 A **regulated entity** must ensure that:
- a) the design, presentation and content of an **advertisement** is clear, fair, accurate and not misleading;
 - b) an **advertisement** does not seek to influence a **consumer's** attitude to the **advertised product or service** or the **regulated entity** either by ambiguity, exaggeration or omission; and
 - c) the nature and type of the **advertised product or service** is clear and not disguised in any way.
- 9.3 Without limiting the generality of Provision 9.2, a **regulated entity** must ensure that an **advertisement** is not misleading in particular in relation to:
- a) the **regulated entity's** independence or the independence of the information it provides;
 - b) the **regulated entity's** ability to provide the **advertised product or service**;
 - c) the scale of the **regulated entity's** activities;
 - d) the extent of the resources of the **regulated entity**;
 - e) the nature of the **regulated entity's** or any other **person's** involvement in the **advertised product or service**;
 - f) the scarcity of the **advertised product or service**;
 - g) past performance or possible future performance of the **advertised product or service**.
- 9.4 A **regulated entity** must ensure when publishing an **advertisement** that its name is clearly shown in all **advertisements**.
- 9.5 A **regulated entity** must ensure that an **advertisement** is designed and presented so that any **consumer** can reasonably be expected to know immediately that it is an **advertisement**.
- 9.6 A **regulated entity** must ensure that:
- a) **key information**, in relation to the **advertised product or service**, is prominent and is not obscured or disguised in any way by the content, design or format of the **advertisement**; and
 - b) small print or footnotes are only used to supplement or elaborate on the **key information** in the main body of the **advertisement** and must be of sufficient size and prominence to be clearly legible.
- 9.7 A **regulated entity** must ensure that any qualifying criteria in relation to:
- a) obtaining a minimum price for the **advertised product or service**; or
 - b) benefiting from potential maximum savings relating to the **advertised product or service**
- is included in the main body of the **advertisement**.

- 9.8 A **regulated entity** must ensure that warning statements required by this Chapter:
- a) meet the criteria specified in Provision 3.9; and
 - b) appear simultaneously with the benefits of the **advertised product or service**.
- In the case of non-print media, it is sufficient that the warning statements are outlined at the end of the **advertisement**.
- 9.9 It is not necessary for a **regulated entity** to display the warning statements required by this Chapter if the **advertisement** does not refer to the benefits of a product or service but only names the product or service and/or invites a **consumer** to discuss the product or service in more detail with the **regulated entity**.
- 9.10 A **regulated entity** must ensure that an **advertisement** that uses promotional or **introductory interest rates** clearly states the expiry date of that interest rate and provides an indication of the rate that will apply thereafter.
- 9.11 A **regulated entity** must ensure that any assumptions, on which a statement, promise or forecast contained in an **advertisement** is based, are clearly stated, reasonable and up to date.
- 9.12 A **regulated entity** must ensure that an **advertisement** that promotes more than one product sets out clearly the **key information** relating to each product in such a way that a **consumer** can distinguish between the products.
- 9.13 A **regulated entity** must ensure that any recommendations or commendations quoted are complete, fair, accurate and not misleading at the time of issue, and relevant to the **advertised product or service**.
- 9.14 A **regulated entity** must ensure that a recommendation or commendation may not be used in an **advertisement** without the consent of the author. If the author is an **employee** of the **regulated entity** or a **connected party** of the **regulated entity**, or has received any payment from the **regulated entity** or a **connected party** of the **regulated entity** for the recommendation or commendation, the **advertisement** must state that fact.
- 9.15 Where an intermediary is tied to a single provider for a particular product or service, the intermediary must disclose this fact in all **advertisements** for the **advertised product or service**.
- 9.16 A **regulated entity** must ensure that comparisons or contrasts are based either on facts verified by the **regulated entity**, or on reasonable assumptions stated within the **advertisement**. They should be presented in a clear, fair and balanced way and not omit anything material to the comparison or contrast. Material differences between the products must be set out clearly.

- 9.17 A **regulated entity** must ensure that an **advertisement** which contains any initialisms or acronyms (for example AER, EAR, CAR, APR etc.) also states what the letters stand for.
- 9.18 A **regulated entity** must ensure that an **advertisement** only describes a product or service as free where the product or service in its entirety is available free of **charge** to the **consumer**.

CREDIT: ADVERTISING TO PERSONAL CONSUMERS

- 9.19 A **regulated entity** must ensure that an **advertisement** for a residential mortgage contains the following warning statement:

Warning: If you do not keep up your repayments you may lose your home.

- 9.20 A **regulated entity** must ensure that where an **advertisement** includes an annual percentage rate, the **advertisement** must clearly state if the interest rate is fixed or variable. In the case of a fixed interest rate, the term of the fixed interest rate must be displayed and an indication must be given of the rate that will apply thereafter.
- 9.21 A **regulated entity** must ensure that an **advertisement** for a term loan **A55** [hire-purchase agreement, a consumer-hire agreement or a BNPL agreement,] if displaying the annual percentage rate and the term, also displays the total cost of credit **A56** [the hire-purchase agreement, the consumer-hire agreement, or the BNPL agreement] by means of an example. This provision does not apply to the provision of loans for mortgage credit.
- 9.22 A **regulated entity** must ensure that an **advertisement** for a fixed-rate loan **A57** [a hire-purchase agreement, a consumer-hire agreement or a BNPL-agreement,] contains the following warning statement:

A58 [Warning: You may have to pay charges if you pay off a [state product type: fixed-rate loan, hire-purchase agreement, consumer-hire agreement or BNPL agreement] early.]

- 9.23 A **regulated entity** must ensure that an **advertisement** for personal lending **A59** [a hire-purchase agreement, a consumer-hire agreement or a BNPL-agreement,] contains the following warning statement:

A60 [Warning: If you do not meet the repayments on your [state product type: loan, hire-purchase agreement, consumer-hire

agreement or BNPL agreement], your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit, a hire- purchase agreement, a consumer-hire agreement or a BNPL agreement in the future.]

9.24 A **regulated entity** must ensure that **advertisements** for the consolidation of two or more debts, where sample figures are offered in the **advertisement**, indicate the difference between the total cost of credit of the consolidated credit facilities and the total cost of credit of the individual credit facilities that are the subject of the consolidation.

9.25 A **regulated entity** must ensure that an **advertisement** for a debt consolidation mortgage contains the following warning statement:

Warning: This new loan may take longer to pay off than your previous loans. This means you may pay more than if you paid over a shorter term.

9.26 A **regulated entity** must ensure that an **advertisement** for a variable-rate mortgage contains the following warning statement:

Warning: The cost of your monthly repayments may increase.

9.27 A **regulated entity** must ensure that an **advertisement** for an interest-only mortgage contains the following warning statement:

Warning: The entire amount that you have borrowed will still be outstanding at the end of the interest-only period.

9.28 A **regulated entity** must ensure that an **advertisement** for a **lifetime mortgage** contains the following warning statements:

Warning: While no interest is payable during the period of the mortgage, the interest is compounded on an annual basis and is payable in full in circumstances such as death, permanent vacation of or sale of the property.

and;

Warning: Purchasing this product may negatively impact on your ability to fund future needs.

9.29 A *regulated entity* must ensure that an *advertisement* for a *home reversion agreement* contains the following warning statements:

Warning: The money you receive may be much less than the actual market value of the share in your home.

and;

Warning: Purchasing this product may negatively impact on your ability to fund future needs.

SAVINGS

9.30 A *regulated entity* must ensure that where an interest rate for a savings or deposit account is displayed in an *advertisement*, it clearly states the following:

- a) whether the interest rate quoted is fixed or variable, and if fixed, for what period and, where relevant, an indication of the rate that will apply thereafter;
- b) the relevant interest rate for each term quoted together with the annual equivalent rate, and each rate must be of equal size and prominence;
- c) the minimum term and/or minimum amount required to qualify for a specified rate of interest, if applicable; and
- d) if any tax is payable on the interest earned.

9.31 A *regulated entity* must ensure that:

- a) the annual equivalent rate as contained in an *advertisement* is not misleading;
- b) any assumptions used in the calculation of the annual equivalent rate are reasonable, up to date and clearly stated; and
- c) a *record* of the manner of the calculation of the annual equivalent rate is maintained.

INVESTMENT PRODUCTS

9.32 A *regulated entity* must ensure that an *advertisement* for a product where the *consumer* may not get back 100% of the initial capital invested contains the following warning statement:

Warning: If you invest in this product you may lose some or all of the money you invest.

- 9.33 A **regulated entity** must ensure that an **advertisement** for a product where the promised return of capital is only applicable on a specific date, contains the following warning statement:

Warning: If you cash in your investment before [specify the particular date] you may lose some or all of the money you invest.

- 9.34 A **regulated entity** must ensure that an **advertisement** for a product where there is no access to funds for the term of the product contains the following warning statement:

Warning: If you invest in this product you will not have any access to your money for [insert time required before the product matures].

- 9.35 Where a **regulated entity** **A61** [, other than a **regulated entity** referred to in provision 9.35A,] gives information about the past performance of the **advertised product or service** or of the **regulated entity**, this information must:
- be based on a product similar to that being advertised;
 - not be selected so as to exaggerate the success or disguise the lack of success of the **advertised product or service**;
 - state the source of the information;
 - be based on actual performance;
 - state clearly the period chosen, which must be related to the term of the product being advertised;
 - include the most recent period;
 - indicate, where they arise, details of transaction costs, interest and taxation that have been taken into account; and
 - state, where applicable, the basis upon which performance is quoted.

- A62** [9.35A Where a **regulated entity** providing **MiFID Article 3 services** gives information about the past performance of the **advertised product or service** or of the **regulated entity**, this information must:

- be based on a product similar to that being advertised;
- not be selected so as to exaggerate the success or disguise the lack of success of the **advertised product or service**;
- state the source of the information;
- be based on actual performance;

- e) state clearly the period chosen, which must cover the preceding five years, or the whole period for which the **advertised product or service** has been provided, where less than five years;
- f) include the most recent period;
- g) indicate, where they arise, details of transaction costs, interest and taxation that have been taken into account;
- h) disclose the effect of commissions, fees or other charges, where the indication is based on gross performance; and
- i) state, where applicable, the basis upon which performance is quoted.]

9.36 A **regulated entity** must ensure that an **advertisement** which contains information on past performance contains the following warning statement:

Warning: Past performance is not a reliable guide to future performance.

9.37 Where a **regulated entity** has a position or holding in the product or service that is the subject of an **advertisement** by that **regulated entity**, it must include a statement to this effect in the **advertisement**.

9.38 Where a **regulated entity** **A63** [, other than a **regulated entity** referred to in provision 9.38A,] gives information in an **advertisement** about the simulated performance of the **advertised product or service** or of a **regulated entity**, this information must:

- a) be based on a simulated performance that is relevant to the performance of the **advertised product or service** or of the **regulated entity**;
- b) not be selected so as to exaggerate the success or disguise the lack of success of the **advertised product or service** or of the **regulated entity**;
- c) state the source; and
- d) indicate whether, and to what extent, transaction costs, interest and taxation have been taken into account.

A64 [9.38A Where a **regulated entity** providing **MiFID Article 3 services** gives information in an **advertisement** about the simulated performance of the **advertised product or service**, this information must:

- a) be based on a simulated performance that is relevant to the performance of the **advertised product or service**;
- b) not be selected so as to exaggerate the success or disguise the lack of success of the **advertised product or service**;
- c) state the source;
- d) indicate whether, and to what extent, transaction costs, interest and taxation have been taken into account;
- e) for simulated past performance, be based on the actual past performance of one or more investment products which are the same as or substantially the same as the **advertised product or service**. The past

performance used for this purpose must comply with the conditions set out at provision 9.35A.]

- 9.39 A **regulated entity** must ensure that an **advertisement** which contains illustrations or information on simulated performance must also contain the following warning statement:

Warning: These figures are estimates only. They are not a reliable guide to the future performance of this investment.

- 9.40 A **regulated entity** must ensure that an **advertisement** must not describe a product as guaranteed or partially guaranteed unless:
- a) there is a legally enforceable agreement with a third party who undertakes to meet, to whatever extent is stated in the **advertisement**, the **consumer's** claim under the guarantee;
 - b) the **regulated entity** has made, and can demonstrate that it has made, an assessment of the value of the guarantee;
 - c) it clearly states the level, nature and extent of limitations of the guarantee and the name of the guarantor; and
 - d) where it is the case, the **advertisement** must state that the guarantee is from a **connected party** of the **regulated entity**.
- 9.41 A **regulated entity** must ensure that where an **advertisement** contains a reference to the impact of taxation, it must:
- a) state the assumed rate of taxation;
 - b) state, where applicable, that the tax reliefs are those currently applying, and state that the value of the tax reliefs referred to in the **advertisement** apply directly to the **consumer**, to the provider of the **advertised product or service** or its provider, as appropriate;
 - c) state, where applicable, that the matters referred to are only relevant to a particular class or classes of **consumer** with particular tax liabilities, identifying the class or classes of **consumer** and the type of liabilities concerned;
 - d) state who has the responsibility for obtaining the tax benefits advertised;
 - e) not describe the **advertised product or service** as being free from any liability to income tax unless equal prominence is given to a statement, where applicable, that the income is payable from a product from which income tax has already been paid; and
 - f) not describe the **advertised product or service** as being free from any liability to capital taxation unless equal prominence is given to a statement, where applicable, that the value of the **advertised product or service** is linked to a product which is liable to capital taxation.

- 9.42 A **regulated entity** must ensure that where the **advertised product or service** can fluctuate in price or value, an **advertisement** contains the following warning statement:

Warning: The value of your investment may go down as well as up.

- 9.43 A **regulated entity** must ensure that where the return on an **advertised product or service** is not set until a particular date (for example, the maturity date of the **advertised product or service**), this is clearly stated.

- 9.44 A **regulated entity** must ensure that where a product that is the subject of an **advertisement** is described as being likely to yield income or as being suitable for a **consumer** particularly seeking income, and where the income from such product can fluctuate, the **advertisement** contains the following warning statement:

Warning: The income you get from this investment may go down as well as up.

- 9.45 Where a product that is the subject of an **advertisement** offers the facility of a planned withdrawal from capital as an income equivalent, a **regulated entity** must ensure that the effect of the withdrawal upon such a product is clearly explained in the **advertisement**.

- 9.46 A **regulated entity** must ensure that where an **advertised product or service** is denominated or priced in a foreign currency, or where the value of an **advertised product or service** may be directly affected by changes in foreign exchange rates, the **advertisement** contains the following warning statement:

Warning: This [product/service] may be affected by changes in currency exchange rates.

- 9.47 A **regulated entity** must ensure that an **advertisement** for a product, which is not readily realisable, states that it may be difficult for **consumers** to sell or exit the product and/or obtain reliable information about its value or extent of the risks to which it is exposed.

- 9.48 A **regulated entity** must ensure that an **advertisement** for a product that cannot be encashed prior to maturity, or which incurs an early redemption **charge** if encashed prior to maturity, clearly states that this is the case.

- 9.49 A **regulated entity** must ensure that an **advertisement** for a product subject to front-end loading states that:

- a) deductions for **charges** and expenses are not made uniformly throughout the life of the product, but are loaded onto the early period;
- b) if the **consumer** withdraws from the product in the early period, the practice of front-end loading will impact on the amount of money which the **consumer** receives; and
- c) if applicable, that a **consumer** may not get back the full amount they invested.

9.50 Where a **regulated entity** advertises an interest rate relating to a proportion of the **tracker bond** to be placed on deposit, the **advertisement** must also clearly state the following:

- a) whether the rate quoted is fixed or variable, and if fixed, for what period and, where relevant, an indication of the rate that will apply thereafter;
- b) the relevant **compound annual rate**, over the full term of the **tracker bond**, applicable to the proportion of the **tracker bond** to be placed on deposit; and
- c) whether any tax is payable on the interest earned.

Each rate provided to a **consumer** under this provision must be of equal font size and prominence.

9.51 Where a **regulated entity** advertises a projected return on investment for a **tracker bond**, the **regulated entity** must ensure that the value of the projected return of that **tracker bond** is expressed and shown as prominently as the equivalent **compound annual rate**.

9.52 Where a **regulated entity** advertises a projected return on investment for a **tracker bond**, where there are parts of that **tracker bond** invested separately, the **regulated entity** must ensure that the value of the return on the amount invested in each of the component parts of that **tracker bond** over the full term of the **tracker bond** is expressed and shown as prominently as the equivalent **compound annual rate**.

A65 [9.53 A **Crowdfunding Service Provider** must ensure that advertisements to prospective investors shall carry the following risk warning:

WARNING "Investment in crowdfunding projects entails risks, including the risk of partial or entire loss of the money invested. Your investment is not covered by a deposit guarantee scheme or by an investor compensation scheme."

For the purposes of Provision 9.53 only, the term "investor" should be given the meaning set out in Article 2 of Regulation 2020/1503/EU.]

Amendments
A51: Inserted (13 January 2022) by Addendum to Consumer Protection Code 2012 arising from the introduction of the Crowdfunding Regulation 2020/1503/EU
A52: Inserted (13 January 2022) by Addendum to Consumer Protection Code 2012 arising from the introduction of the Crowdfunding Regulation 2020/1503/EU
A53: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A54: Inserted (13 January 2022) by Addendum to Consumer Protection Code 2012 arising from the introduction of the Crowdfunding Regulation 2020/1503/EU
A55: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A56: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A57: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A58: Text replaced (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A59: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A60: Text replaced (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A61: Inserted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.
A62: Inserted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.
A63: Inserted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.

A64: Inserted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.

A65: Inserted (13 January 2022) by Addendum to Consumer Protection Code 2012 arising from the introduction of the Crowdfunding Regulation 2020/1503/EU

CHAPTER 10

CLARIFICATION OF SCOPE

Code of Conduct on Mortgage Arrears (CCMA)

With effect from 1 July 2013, in accordance with provision 55 of the CCMA, to the extent that the loan is a mortgage loan to which the CCMA applies and the complaint is submitted by a borrower in relation to the lender's treatment of the borrower's case under the CCMA, or the lender's compliance with the requirements of the CCMA, the lender must apply provisions 10.7 to 10.12 of this Code.

A66 [Central Bank's SME Lending Regulations]

Provisions 10.7 to 10.12 do not apply to the extent that the complaint is in relation to one or more 'relevant activities' within the meaning of that term in Regulation 2 of the Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Lending to Small and Medium-Sized Enterprises) Regulations 2015 (S.I. No. 585 of 2015) and, in respect of such complaint, the provisions of those Regulations with respect to handling complaints apply.]

A67 [Payment Services]

Errors

Provision 10.2 (c) of this Code applies to **regulated entities** providing **payment services** without prejudice to the rights and obligations arising pursuant to Part 4 (Rights and Obligations in relation to the provision and use of payment services) of the European Union (Payment Services) Regulations 2018 (S.I. No. 6 of 2018).

Complaints Resolution

Where **regulated entities** are providing **payment services**, provisions 10.9(c) and 10.9(d) of this Code do not apply to them.

Where **regulated entities** are providing solely **account information services**, provisions 10.7 to 10.12 of this Code do not apply to them.]

ERRORS AND COMPLAINTS RESOLUTION

ERRORS

- 10.1 A **regulated entity** must have written procedures in place for the effective handling of errors which affect **consumers**. At a minimum, these procedures must provide for the following:
- a) the identification of the cause of the error;
 - b) the identification of all affected **consumers**;
 - c) the appropriate analysis of the patterns of the errors, including investigation as to whether or not it was an isolated error;
 - d) proper control of the correction process; and
 - e) escalation of errors to compliance/risk functions and senior management.
- 10.2 A **regulated entity** must resolve all errors speedily and no later than six months after the date the error was first discovered, including:
- a) correcting any systems failures;
 - b) ensuring effective controls are implemented to prevent any recurrence of the identified error;
 - c) effecting a refund (with appropriate interest) to all **consumers** who have been affected by the error, where possible; and
 - d) notifying all affected **consumers**, both current and former, in a timely manner, of any error that has impacted or may impact negatively on the cost of the service, or the value of the product, provided, where possible.
- 10.3 Where an error which affects **consumers** has not been fully resolved (as outlined in Provision 10.2) within 40 **business days** of the date the error was first discovered, a **regulated entity** must inform the **Central Bank**, on paper or on another **durable medium**, within five **business days** of that deadline.
- 10.4 A **regulated entity** must not benefit from any balance arising out of a refund, which cannot be repaid, in respect of an error.
- 10.5 A **regulated entity** must maintain a log of all errors which affect **consumers**. This log must contain:
- a) details of the error;
 - b) the date the error was discovered;
 - c) an explanation of how the error was discovered;
 - d) the period over which the error occurred;
 - e) the number of **consumers** affected;

- f) the monetary amounts involved;
 - g) the status of the error;
 - h) the date the error was resolved;
 - i) the number of **consumers** refunded; and
 - j) the total amount refunded.
- 10.6 A **regulated entity** must maintain a **record** of all steps taken to resolve an error which affects **consumers**, including details of the steps taken where:
- a) any affected **consumers** were dissatisfied with the outcome;
 - b) there were difficulties contacting affected **consumers**; and
 - c) a refund could not be repaid.

COMPLAINTS RESOLUTION

- 10.7 A **regulated entity** must seek to resolve any **complaints** with **consumers**.
- 10.8 When a **regulated entity** receives an oral **complaint**, it must offer the **consumer** the opportunity to have this handled in accordance with the **regulated entity's complaints** process.
- 10.9 A **regulated entity** must have in place a written procedure for the proper handling of **complaints**. This procedure need not apply where the **complaint** has been resolved to the complainant's satisfaction within five **business days**, provided however that a **record** of this fact is maintained. At a minimum this procedure must provide that:
- a) the **regulated entity** must acknowledge each **complaint** on paper or on another **durable medium** within five **business days** of the **complaint** being received;
 - b) the **regulated entity** must provide the complainant with the name of one or more individuals appointed by the **regulated entity** to be the complainant's point of contact in relation to the **complaint** until the **complaint** is resolved or cannot be progressed any further;
 - c) the **regulated entity** must provide the complainant with a regular update, on paper or on another **durable medium**, on the progress of the investigation of the **complaint** at intervals of not greater than 20 **business days**, starting from the date on which the **complaint** was made;
 - d) the **regulated entity** must attempt to investigate and resolve a **complaint** within 40 **business days** of having received the **complaint**; where the 40 **business days** have elapsed and the **complaint** is not resolved, the **regulated entity** must inform the complainant of the anticipated timeframe within which the **regulated entity** hopes to resolve the **complaint** and must inform the **consumer** that they can refer the matter to the relevant Ombudsman, and must provide the **consumer** with the contact details of such Ombudsman; and

- e) within five **business days** of the completion of the investigation, the **regulated entity** must advise the **consumer** on paper or on another **durable medium** of:
 - i) the outcome of the investigation;
 - ii) where applicable, the terms of any offer or settlement being made;
 - iii) that the **consumer** can refer the matter to the relevant Ombudsman, and
 - iv) the contact details of such Ombudsman.

10.10 A **regulated entity** must maintain an up-to-date log of all **complaints** from **consumers** subject to the **complaints** procedure. This log must contain:

- a) details of each **complaint**;
- b) the date the **complaint** was received;
- c) a summary of the **regulated entity's** response(s) including dates;
- d) details of any other relevant correspondence or **records**;
- e) the action taken to resolve each **complaint**;
- f) the date the **complaint** was resolved; and
- g) where relevant, the current status of the **complaint** which has been referred to the relevant Ombudsman.

10.11 A **regulated entity** must maintain up to date and comprehensive **records** for each **complaint** received from a **consumer**.

10.12 A **regulated entity** must undertake an appropriate analysis of the patterns of **complaints** from **consumers** on a regular basis including investigating whether **complaints** indicate an isolated issue or a more widespread issue for **consumers**. This analysis of **consumer complaints** must be escalated to the **regulated entity's** compliance/risk function and senior management.

Amendments
A66: Inserted (July 2016) by Addendum for Amendments To The Consumer Protection Code Arising from the Central Bank (Supervision And Enforcement) Act 2013 (Section 48) (Lending To Small And Medium-Sized Enterprises) Regulations 2015 (S.I. No. 585 Of 2015)
A67: Inserted (23 May 2018) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the transposition of Directive 2015/2366/EU (the Payment Services Directive 2).

CHAPTER 11

CLARIFICATION OF SCOPE

Payment Services and Electronic Money

Where *regulated entities* are providing *payment services* and/or issuing *electronic money*, only Provisions 11.5 to 11.10 apply.

RECORDS AND COMPLIANCE

RECORDS

- 11.1 A *regulated entity* must ensure that all instructions from or on behalf of a *consumer*, including the date of both the receipt and transmission of the instruction, are recorded.
- 11.2 A *regulated entity* must ensure that any decision in the exercise of its discretion on behalf of a *consumer* with respect to a product is recorded.
- 11.3 A *regulated entity* must ensure that, where it accepts an instruction from a *consumer* that is subject to any condition imposed by the *consumer*, it maintains a *record* of the condition to which the instruction is subject.
- 11.4 A *regulated entity* must maintain a list of its *customers* who are *consumers* as defined by this Code.
- 11.5 A *regulated entity* must maintain up-to-date *records* containing at least the following:
- a) a copy of all documents required for *consumer* identification and profile;
 - b) the *consumer's* contact details;
 - c) all information and documents prepared in compliance with this Code;
 - d) details of products and services provided to the *consumer*;
 - e) all correspondence with the *consumer* and details of any other information provided to the *consumer* in relation to the product or service;
 - f) all documents or applications completed or signed by the *consumer*;
 - g) copies of all original documents submitted by the *consumer* in support of an application for the provision of a service or product; and
 - h) all other relevant information and documentation concerning the *consumer*.
- 11.6 A *regulated entity* must retain details of individual transactions for six years after the date on which the particular transaction is discontinued or

completed. A **regulated entity** must retain all other **records** for six years from the date on which the **regulated entity** ceased to provide any product or service to the **consumer** concerned.

- 11.7 A **regulated entity** must maintain complete and readily accessible **records**; however, a **regulated entity** is not required to keep **records** in a single location.

COMPLIANCE WITH THIS CODE

- 11.8 Where the **Central Bank** requires a **regulated entity** to provide information in respect of the **regulated entity**'s compliance with this Code, such **regulated entity** is required to provide information which is full, fair and accurate in all respects and not misleading and to do so in any period of time or format that may be specified by the **Central Bank**.
- 11.9 Where the **Central Bank** requires information in respect of a **regulated entity**'s compliance with this Code, and the **Central Bank** is of the opinion that a meeting with personnel of the **regulated entity** should take place in order to procure such information in a satisfactory manner, the **regulated entity** must arrange for appropriate personnel to participate in such a meeting in order to provide the required information to the **Central Bank**.
- 11.10 A **regulated entity** must, upon being required by the **Central Bank** to do so, provide, to the **Central Bank**, **records** evidencing compliance with this Code for a period which the **Central Bank** may specify (up to a maximum period of six years).

CHAPTER 12

DEFINITIONS

In this Code:

A68 [**"account information service"** has the meaning given to it in Article 4 of Directive 2015/2366/EU (the Payment Services Directive 2);]

"advertisement" means any commercial communication in respect of a **regulated entity**, which is addressed to the **consumer** public or a section of it, the purpose being to advertise a **regulated activity** or a **regulated entity** excluding name plaques, **sponsorship material** and a prospectus drawn up in accordance with the Prospectus Directive (2003/71/EC);

"advertised product or service" means the product or service that is the subject of an **advertisement**;

"arrears" arise where a **personal consumer**:

- a) has not made a full repayment, or only makes a partial repayment, as set out in the original loan account contract, by the scheduled due date; or
- b) in the case of a credit card account, has not made the minimum repayment by the due date.

"associate" in relation to a **person** means:

- a) an undertaking in the same **group** as that **person**;
- b) any other **person** whose business, private or familial relationship with the first **person** or its **associate** might reasonably be expected to give rise to a community of interest between them which may involve a conflict of interest in dealings with third parties; or
- c) any other **persons** whose business, private or familial relationship (other than as arises solely because that **person** is a client of the firm) with the first **person** is such that he or she has influence over that **person's** judgment as to how to invest his property or exercise any rights attaching to his investments;

"associated undertaking" means an associated undertaking within the meaning of Regulation 34 of the European Communities (Companies Group Accounts) Regulations 1992;

A69 [**"BNPL"** means buy now pay later;

"BNPL agreement" means an agreement for the provision of credit, as defined in Section 28 of the Central Bank Act 1997, indirectly to a consumer for the purchase of goods or services from a vendor, whereby the provider of the credit makes a payment

to the vendor in respect of the goods or services and the consumer owes an equivalent amount to the provider of the credit;]

"**bundling**" means the packaging of two or more distinct products into a bundle, where each of these products can be purchased separately from or through the **regulated entity**;

"**business day**" means any day except Saturday, Sunday, bank holidays and public holidays;

"**Central Bank**" means the Central Bank of Ireland;

"**certified person**" has the meaning given to it in Section 55 of the Investment Intermediaries Act 1995;

"**charges**" means any cost or fee which a **consumer** must pay in connection with a product or service provided by a **regulated entity**;

"**Chinese walls**" means an arrangement within the organisation of the **regulated entity** (or between the **regulated entity** and any **associate** of that **regulated entity**) which requires information held by the **regulated entity** (or as the case may be, any **associate** of that **regulated entity**, or a particular operating unit within the **regulated entity** or within any **associate** of that **regulated entity** in the course of carrying on one part of its business of any kind) to be withheld in certain circumstances from other operating units or from **persons** with whom it deals in the course of carrying on another part of its business of any kind;

"**claimant**" means a **person** making a claim under an insurance policy and can be a **person**, other than the policyholder;

"**complaint**" refers to an expression of grievance or dissatisfaction by a **consumer**, either orally or in writing, in connection with:

- a) the provision or the offer of the provision of a product or service to a **consumer** by a **regulated entity**; or
- b) the failure or refusal of a **regulated entity** to provide a product or service to a **consumer**;

"**compound annual rate**" is the equivalent annual rate of interest (where interest is paid on previously earned interest as well as on the principal), payable at the end of the year, on a deposit;

"**connected party**" shall, except where otherwise stated, include a partner, **officer**, controller, **associated undertaking**, **related undertaking** or subsidiary undertaking or **employee** of the **regulated entity**, including any **associate** of the **person** concerned;

"**consumer**" means any of the following:

- a) a **person** or **group of persons**, but not an incorporated body with an annual turnover in excess of €3 million in the previous financial year (for the avoidance of doubt a group of **persons** includes partnerships and other unincorporated bodies such as clubs, charities and trusts, not consisting entirely of bodies corporate); or
- b) incorporated bodies having an annual turnover of €3 million or less in the previous financial year (provided that such body shall not be a member of a **group** of companies having a combined turnover greater than the said €3 million);

and includes where appropriate, a potential '**consumer**' (within the meaning above);
"credit institution" means an undertaking within the meaning of Article 4(1) of EU Directive 2006/48/EC the business of which is to receive deposits or other repayable funds from the public and to grant credits for its own account;

A70 [**"consumer-hire agreement"** has the meaning given to it in Section 2 of the Consumer Credit Act 1995;]

A71 [**"Crowdfunding service provider"** has the meaning given to it in Article 2 of Regulation 2020/1503/EU.

"Crowdfunding service" has the meaning given to it in Article 2 of Regulation 2020/1503/EU.]

A72 [**"credit servicing firm"** has the meaning given to it by Section 28 of the Central Bank Act 1997 (as amended by the 2015 Act);]

"customer" means any **person** to whom a **regulated entity** provides or offers to provide a product or service the subject of this Code, and any **person** who requests such a product or service;

"debt management firm" has the meaning given to it by Section 28 of the Central Bank Act 1997 (as amended);

"debt management services" has the meaning given to it by Section 28 of the Central Bank Act 1997 (as amended);

"default investment strategy" has the meaning in Part X of the Pensions Act 1990;

"deposit agent" means any **person** who holds an appointment on paper or on another **durable medium** from a single **credit institution** enabling him to receive deposits on behalf of that institution and prohibiting him from acting in a similar capacity on behalf of another **credit institution**;

"deposit broker" means any **person** who brings together with **credit institutions persons** seeking to make deposits in return for a fee, commission or other reward;

"durable medium" means any instrument that enables a recipient to store information addressed personally to the recipient in a way that renders it accessible for future

reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

"**electronic money**" has the meaning given to it in the European Communities (Electronic Money) Regulations 2011 (S.I. No. 183 of 2011);

"**employee**" means a **person** employed under a contract of service or a **person** otherwise employed by a **regulated entity**;

"**fair analysis of the market**" means providing services on the basis of a sufficiently large number of contracts **A73** [or **investment products**] and **product producers** available on the market to enable the intermediary to make a recommendation, in accordance with professional criteria, regarding which contract **A74** [or **investment product**] would be adequate to meet the **consumer's** needs;

"**group**" includes a company, its parent and its subsidiaries and any **associated undertaking or related undertaking**;

A75 ["**hire-purchase agreement**" has the meaning given to it in Section 2 of the Consumer Credit Act 1995;]

"**home reversion agreement**" has the meaning given to it in Part V of the Central Bank Act 1997;

A76 ["**insurance-based investment product**" has the meaning given to it by Regulation 2 of the European Union (Insurance Distribution) Regulations 2018 (S.I. No. 229/2018).]

A77 ["**insurance distributor**" has the meaning given to it by Regulation 2 of the European Union (Insurance Distribution) Regulations 2018 (S.I. No. 229/2018).]

A78 ["**insurance intermediary**" includes insurance intermediaries and ancillary insurance intermediaries that are subject to the European Union (Insurance Distribution) Regulations 2018 (S.I. No. 229/2018).]

A79 ["**insurance undertaking**" has the meaning given to it by Regulation 3 of the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485/2015), Regulation 2 of the European Communities (Non-Life Insurance) Framework Regulations 1994 (S.I. 359/1994), and Regulation 2 of the European Communities (Life Assurance) Framework Regulations 1994 (S.I. No. 360/1994).]

"**introductory interest rate**" is an interest rate favourable to the **consumer** that applies for a specified period of time at the beginning of the contract;

A80 ["**investment product**" means:

- a) an "investment instrument" within the meaning of Section 2 of the Investment Intermediaries Act 1995; and

- b) an insurance product which offers a maturity or surrender value and where that maturity or surrender value is wholly or partially exposed, directly or indirectly, to market fluctuations but does not include:
 - i. non-life insurance products as listed in Annex I to Directive 2009/138/EC; and
 - ii. life insurance contracts where the benefits under the contract are payable only on death or in respect of incapacity due to injury, sickness or infirmity.]

"**key information**" means any information which is likely to influence a **consumer's** actions with regard to a product or service;

"**lifetime mortgage**" means a loan secured on a borrower's home where:

- a) interest payments are rolled up on top of the capital throughout the term of the loan;
- b) the loan is repaid from the proceeds of the sale of the property; and
- c) the borrower retains ownership of their home whilst living in it;

"**limited analysis of the market**" means providing services on the basis of a limited number of contracts and **product producers** available on the market, i.e., while not tied to one **product producer** the services are not provided on the basis of a **fair analysis of the market**;

"**Member State**" means a Member State of the European Economic Area;

A81 ["**MiFID Article 3 services**" means the services specified in Regulation 4(3) of the MiFID Regulations 2017, transposing Article 3(1)(b) and Article 3(1)(c) of Directive 2014/65/EU;]

A82 ["**MiFID service**" means any service or activity set out in Schedule 1 of the MiFID II Regulations 2017, but not including any service or activity of a **person** to whom such Regulations do not apply by virtue of Regulation 4(3) of such Regulations;]

A83 [**minor non-monetary benefit**" means such minor non-monetary benefit that is capable of enhancing the quality of the service provided to a **consumer** and is of a scale and nature such that it could not be judged to impair compliance with a **regulated entity's** duty to act in the best interest of the **consumer**.]

A84 ["**mortgage credit intermediary**" has the meaning given to it by Regulation 3 of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (S.I. No. 142 of 2016);]

"**mortgage intermediary**" has the meaning specified in Section 2 of the Consumer Credit Act 1995 **A85** [and shall include a **mortgage credit intermediary**];]

"**officer**" in relation to a **regulated entity**, means a director, chief executive, manager or secretary, by whatever name called, or an office or position, the holder of which reports directly to a director, chief executive, manager or secretary;

"**outsourced activity**" is where a **regulated entity** employs another **person** (other than a natural person who is an **employee** of the **regulated entity** under a contract of service) to carry out an activity on its behalf;

A86 ["**payment service**" has the meaning given to it in Article 4 of Directive 2015/2366/EU (the Payment Services Directive 2);]

"**person**" means a natural person or a legal person;

"**personal consumer**" means a **consumer** who is a natural person acting outside his or her business, trade or profession;

"**Personal Injuries Assessment Board**" means the Personal Injuries Assessment Board established under the Personal Injuries Assessment Board Act 2003 and now known as InjuriesBoard.ie, or any successor thereto;

"**Personal Insolvency Practitioner**" means a person authorised, under Part 5 of the Personal Insolvency Act 2012, to act as a personal insolvency practitioner;

"**power of attorney**" has the meaning assigned to it in the Powers of Attorney Act 1996;

"**product producer**" means any **regulated entity** that produces, manufactures or packages a product of a financial or investment nature, and is not limited to a product producer as defined in the Investment Intermediaries Act 1995;

"**protection policies**" for the purposes of this Code include the following:

- a) insurances of a class falling within the European Communities (Non-Life Insurance) Framework Regulations 1994; and
- b) insurances of classes I, III and IV as set out in Annexe I of the European Communities (Life Assurance) Framework Regulations 1994 where the purpose and intention of the policy is solely to provide protection;

"**PRSA**" has the meaning in Part X of the Pensions Act 1990;

"**record**" means any document, file or information (whether stored electronically or otherwise) and which is capable of being reproduced in a legible form;

"**regulated activities**" are the provision of products or services that are provided in this State by a **regulated entity** and which are subject to the regulation of the **Central Bank** and a "**regulated activity**" is the provision of any one such product or service;

"**regulated entity**" means a financial services provider authorised, registered or licensed by the **Central Bank** or other EU or EEA **Member State** that is providing **regulated activities** in the State;

"**related undertaking**" means:

- a) companies related within the meaning of section 140(5) of the Companies Act 1990;
- b) undertakings where the business of those undertakings is carried on in such a way that the separate business of each undertaking, or a substantial part thereof, is not readily identifiable; or
- c) undertakings where the decision as to how and by whom each shall be managed can be made either by the same **person** or by the same **group of persons** acting in concert;

A87 ["**retail credit**" means the provision of relevant activities (as defined in Section 28 of the Central Bank Act 1997) to relevant persons (as defined in Section 28 of the Central Bank Act 1997);]

A88 [...]

"**sponsorship material**" means material that only communicates the **regulated entity's** brand name, rather than the promotion of a specific financial product/service;

"**standard financial statement**" is the document which a **debt management firm** must use to obtain financial information from a **consumer** in order to complete a financial assessment, notified by the Central Bank of Ireland to **debt management firms** and which current document is set out in Appendix E. This document may be subject to change from time to time, where notified by the Central Bank;

"**Standard PRSA**" has the meaning in Part X of the Pensions Act 1990;

"**target market**" for an **investment product** means the profile of the group of **consumers** at which the **regulated entity** aims a particular **investment product**;

"**terms of business**" means the document in which a **regulated entity** sets out the basis on which it will conduct business with **consumers**;

"**tracker bond**" means a deposit or life assurance policy which has either or both of the following features:

- a) it provides for a minimum payment, at the expiration of a specified period of time, of a specified percentage of the amount of capital invested by the **consumer** in the product;
- b) it provides for a potential cash bonus payable after a specified period of time, which is linked to, or determined by, changes over the period of investment in the level of one or more recognised stock market indices, commodity prices, any other recognised financial indices or the price of one or more securities specified at the outset or from time to time;

"tracker interest rate" means a mortgage interest rate which tracks a rate which comes from a publicly available source which can be verified by both the **consumer** and the **regulated entity**, including without limitation, a rate that tracks the European Central Bank (ECB) main refinancing operations rate;

"variable-share contract" means a **home reversion agreement** where the portion of the property held by the **regulated entity** changes during the term of the **home reversion agreement**;

"vulnerable consumer" means a natural person who:

- a) has the capacity to make his or her own decisions but who, because of individual circumstances, may require assistance to do so (for example, hearing impaired or visually impaired persons); and/or
- b) has limited capacity to make his or her own decisions and who requires assistance to do so (for example, persons with intellectual disabilities or mental health difficulties).

Amendments
A68: Inserted (23 May 2018) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the transposition of Directive 2015/2366/EU (the Payment Services Directive 2).
A69: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A70: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A71: Inserted (13 January 2022) by Addendum to Consumer Protection Code 2012 arising from the introduction of the Crowdfunding Regulation 2020/1503/EU
A72: Inserted (July 2015) by Addendum for Credit servicing firms.
A73: Inserted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.
A74: Inserted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.
A75: Inserted (16 August 2022) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.

A76: Inserted (25 September 2019) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the European Union (Insurance Distribution) Regulations 2018.
A77: Inserted (25 September 2019) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the European Union (Insurance Distribution) Regulations 2018.
A78: Substituted (25 September 2019) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the European Union (Insurance Distribution) Regulations 2018.
A79: Substituted (25 September 2019) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the European Union (Insurance Distribution) Regulations 2018.
A80: Substituted (September 2019) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the European Union (Insurance Distribution) Regulations 2018.
A81: Inserted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.
A82: Substituted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.
A83: Inserted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.
A84: Inserted (July 2016) by Addendum for Consequential Amendments to the Consumer Protection Code arising from Transposition of the Mortgage Credit Directive.
A85: Inserted (July 2016) by Addendum for Consequential Amendments to the Consumer Protection Code arising from Transposition of the Mortgage Credit Directive.
A86: Substituted (23 May 2018) by Addendum for Consequential Amendments to the Consumer Protection Code 2012 arising from the transposition of Directive 2015/2366/EU (the Payment Services Directive 2).
A87: Definition replaced (16 August 2002) by Addendum for Amendments to the Consumer Protection Code 2012 arising from the enactment of the Consumer Protection (Regulation of Retail Credit and Credit Servicing Firms) Act 2022.
A88: Deleted (31 March 2020) by Addendum for Intermediary Inducements - Enhanced Consumer Protection Measures.

CHAPTER 13

ADDITIONAL REQUIREMENTS FOR DEBT MANAGEMENT FIRMS

PROVISION OF INFORMATION

INFORMATION ABOUT DEBT MANAGEMENT SERVICES

- 13.1 Prior to entering into an agreement with a **consumer**, a **debt management firm** must provide the **consumer** with a standard information template on 'What you should know about **Debt Management Services**' in the form set out in Appendix D.

GENERAL

- 13.2 A **debt management firm** must not provide **debt management services** to a **consumer** unless the **consumer** has signed an agreement which clearly specifies:
- The services that will be provided;
 - the **charges** payable for those services;
 - when the **charges** will be payable and how they can be paid;
 - the likely duration of the agreement;
 - whether or not the **debt management firm** is authorised to hold client funds and make payments on behalf of the **consumer** to his or her creditors; and
 - any **charges** that will be payable if the **consumer** withdraws from the agreement and when those **charges** will be payable.

This information must be provided to the **consumer** in a standalone document which also includes the following warning statement:

Warning:

You may still have debt outstanding after completing the debt management process

RESTRICTIONS

- 13.3 A **debt management firm** must not accept payment for any **charges** for the provision of **debt management services** until it has received the agreement under Provision 13.2 signed by the **consumer**.

- 13.4 A **debt management firm** must not recommend or arrange credit, and must not assist the **consumer** to arrange credit, for the purpose of paying fees or **charges** for **debt management services**.
- 13.5 Where a **consumer** proposes to avail of credit to pay fees or **charges** to a **debt management firm** for **debt management services**, the **debt management firm** must inform the **consumer** that such borrowings will increase the amount of debt owed by the **consumer**.
- 13.6 A **debt management firm** must not pay a fee, commission, other reward or remuneration to any **person** in respect of client leads or referrals.
- 13.7 A **debt management firm** must not contact a **consumer** whose details were referred to it by a **person** unless the **consumer** has given his or her specific consent to that **person** for his or her details to be referred to that specific **debt management firm**.
- 13.8 A **debt management firm** must not prevent or seek to obstruct a **consumer** from communicating directly with his or her creditors.
- 13.9 A **debt management firm** must not provide a completed **standard financial statement** to a **consumer's** creditor(s) unless the **debt management firm** has received the **consumer's** prior written consent to do so.

KNOWING THE CONSUMER AND SUITABILITY

KNOWING THE CONSUMER

- 13.10 In the case of **debt management services**, a **debt management firm** must use a **standard financial statement** to obtain the financial information required under Provision 5.1.

SUITABILITY

- 13.11 A **debt management firm** must seek to agree a long term solution for the **consumer**.
- 13.12 When providing **debt management services** to a **consumer**, in addition to the requirements outlined in Provision 5.16, a **debt management firm** must at least consider and document:
- a) whether the following options are suitable to the **consumer's** needs and objectives:
 - i) arrangements with creditors to apply reduced payments for an interim period (for example to address a short-term shortfall);

- ii) arrangements with creditors to reschedule debt (for example by reducing interest rates and/or making payments over a longer term);
- iii) arrangements with creditors to restructure the outstanding debt (for example debt write-down/debt write off); or
- iv) insolvency options;

and

- b) whether the proposed course of action for the **consumer** is likely to be affordable and suitable for that **consumer**.
- c) whether the proposed course of action could impact on the **consumer's** eligibility for or ability to pursue a formal insolvency arrangement in the future.

13.13 A **debt management firm** must not advise a **consumer** to carry out a transaction, or series of transactions, with a frequency or in amounts that, when taken together, are deemed to be detrimental to the **consumer's** best interests.

Statement of advice

13.14 Once a **debt management firm** has identified a proposed course of action for a **consumer**, the **debt management firm** must prepare a written statement of advice setting out the reasons why the course of action proposed to the **consumer** is considered to be suitable and affordable for that **consumer**.

- a) The reasons set out in the statement of advice must be based on the information gathered under Provision 5.1 and Provision 13.10 and include an explanation of the options available to the **consumer**, how these options work and a description of the consequences for the **consumer** of accepting such options. This should include a description of the actual or potential consequences of the proposed course of action and include the following, where relevant:
 - i) that the **consumer** is responsible for making payments to creditors and for undertaking the actions proposed and may engage a third party to assist them;
 - ii) that creditors are not obliged to accept reduced repayments or freeze interest or **charges**;
 - iii) that creditors' collection activities may continue even though a **debt management firm** has been engaged;
 - iv) that if the **consumer** cancels payments to their creditors, they will be in breach of their agreement and their account(s) will go into **arrears** or further into **arrears**;
 - v) that reducing their payments may mean it takes longer to pay off their creditors and they may pay more than if they paid over a shorter term;
 - vi) that if the **consumer** is a property owner, as part of any arrangement, they may be required to re-mortgage their

property to pay off some or all of their debts. Their ability to do so may be restricted and a mortgage may only be offered at a higher interest rate;

- vii) that if the **consumer** is a property owner that, where relevant, failure to make the negotiated payments to creditors could result in the **consumer** losing his or her home, and
 - viii) that undertaking the proposed course of action may affect their credit rating, which may limit their ability to access credit in the future.
- b) Where the **debt management firm** assesses that insolvency options are the most suitable course of action for the **consumer**, the **debt management firm** must advise the **consumer** of the opportunity to avail of the services of a **Personal Insolvency Practitioner** in order to explore insolvency options.
 - c) The **debt management firm** must sign the statement of advice and provide a copy of this statement on paper or on another **durable medium**, dated on the day on which it is completed, to the **consumer** and must retain a copy for six years from the date on which the **debt management firm** ceased to provide any service to the **consumer** concerned.

13.15 Where relevant, the statement required under Provision 13.14 must set out:

- a) any cost savings to the **consumer**;
- b) any additional fees or **charges**, including those charged by the **debt management firm**; and
- c) any fee, commission or monetary benefit receivable by the **debt management firm** from a third party.

13.16 A **debt management firm** must clearly explain to the **consumer** what steps the **consumer** must take in order to undertake the recommended course of action, including whether the assistance of a third party will be required, the nature of that assistance and the likely cost (where known).

13.17 Following compliance with Provisions 13.14 to 13.16 above, a **debt management firm** must provide the **consumer** on paper or another **durable medium** with details of the **charges** payable to date to the **debt management firm**.

NEGOTIATION

13.18 Where a **debt management firm** has provided a statement of advice to a **consumer** as required under Provision 13.14, and before undertaking any actions outlined in that statement, a **debt management firm** must:

- a) allow the **consumer** at least five **business days** to consider the statement; and

- b) ensure that the **consumer** has signed an agreement in accordance with Provision 13.2 in relation to those actions.

13.19 A **debt management firm** may begin negotiations with a **consumer's** creditors only when the five **business day** period in Provision 13.18 (a) has expired and it has received the **consumer's** consent to do so, and must retain a **record** of the **consumer's** consent. Such negotiations must take place without delay.

13.20 a) A **debt management firm** must provide to a **consumer**, on paper or another **durable medium**, a notification of the outcome of negotiations with creditors within three **business days** of such outcome. However, such notification must take place without delay where the creditor has imposed a shorter timeframe for acceptance of a negotiated outcome.

b) This notification must:

- i) highlight any variations from the proposed course of action outlined in Provision 13.14 and set out the reasons why the negotiated outcome is considered to be suitable and affordable for that **consumer**;
- ii) include details of the steps that the **consumer** must take in order to comply with the terms negotiated with creditor(s) and the timeline imposed by the creditor(s) for complying with these steps;
- iii) include details of the circumstances in which the **consumer** can withdraw from the new arrangements and the steps required to withdraw from the new arrangements;
- iv) include details of the circumstances under which any cancellation **charges** may become payable by the **consumer**;
- v) include details of any penalties that may be applied by creditors if the **consumer** fails to meet the terms of the new arrangements; and
- vi) include details of creditor(s) that have declined to engage with the **debt management firm**.

13.21 A **debt management firm** must not agree to a negotiated outcome with a **consumer's** creditor(s) without the prior written agreement of the **consumer** and must retain a **record** of the **consumer's** agreement.

13.22 While negotiations with creditors on behalf of a **consumer** are ongoing, a **debt management firm** must provide an update to the **consumer**, at least on a monthly basis, on the status of the negotiations. The **debt management firm** must provide these updates until the process of negotiation is completed.

STATEMENTS

13.23 Where a **debt management firm** provides **debt management services** to a **consumer** over a period longer than six months, the **debt management firm** must

provide to the **consumer** a statement, on paper or another **durable medium**, at least every six months, which must include, where relevant:

- a) details of the activities completed by the **debt management firm** over the six month period to which the statement relates; and
- b) fees charged over the six month period to which the statement relates.

A89 [CHAPTER 14

CLARIFICATION OF SCOPE

The provisions of this Chapter only apply to a **regulated entity** when providing **MiFID Article 3 services**.

ADDITIONAL REQUIREMENTS ARISING FROM THE TRANSPOSITION OF DIRECTIVE 2014/65/EU INTO IRISH LAW

Recording of telephone conversations or electronic communications

14.1 A **regulated entity** shall comply with either:

- a) Regulation 23(5) – (12) of the MiFID Regulations 2017 and Article 76(1)(b), 76(8) and 76(10) of Commission Delegated Regulation (EU) 2017/565; or
- b) Where telephone conversations or electronic communications relating to the provision of client order services that relate to offering, arranging or providing an **investment product** are not recorded, the **regulated entity** must promptly follow up the telephone conversation with a written communication to the client which confirms the key details of the telephone conversation. This written confirmation, at a minimum, shall include the order details and the details of any recommendation in connection with that order. The **regulated entity** shall provide the client with an opportunity to disagree with the content of the written communication or to otherwise stop the order being executed within a specified time-frame.

Conflicts of interest requirements

14.2 A **regulated entity** shall ensure that disclosure to **consumers** shall include a specific description of the conflicts of interest that arise in offering, recommending, arranging or providing an **investment product**. The description shall explain the risks to the client that arise as a result of the conflicts of interest and the steps undertaken to mitigate these risks, in sufficient detail to enable that client to take an informed decision with respect to the investment business service in the context of which the conflicts of interest arise.

14.3 A **regulated entity** shall assess and periodically review, on an at least annual basis, its conflicts of interest policy and shall take all appropriate measures to address any deficiencies.

Target market and information on products

- 14.4 Where a **regulated entity** offers, recommends, arranges or provides an **investment product**, it shall have in place adequate arrangements:
- a) to obtain all appropriate information on the **investment product** and the **investment product** approval process, including the identified **target market** of the **investment product**, and
 - b) to understand the characteristics and identified **target market** of each **investment product**.

Independent Advice

- 14.5 A **regulated entity** shall comply with Regulation 32(13)(b) of the MiFID Regulations 2017, subject to Regulation 32(15) of those Regulations.
- 14.6 A **regulated entity** shall comply with Article 52(1) and Article 52(3) of Commission Delegated Regulation (EU) 2017/565.
- 14.7 A **regulated entity** offering investment advice on both an independent basis and on a non-independent basis shall not allow a natural **person** to provide both independent and non-independent advice.

Information relating to execution of orders

- 14.8 A **regulated entity** shall ensure that Article 59 of Commission Delegated Regulation (EU) 2017/565 is complied with.

Information on costs and associated charges

- 14.9 A **regulated entity** shall comply with Regulation 32(4)(d) and Regulation 32(7) to (9) of the MiFID Regulations 2017 and Article 50(2), (5), (8), (9), second paragraph and (10) of Commission Delegated Regulation (EU) 2017/565.

Periodic suitability assessments

- 14.10 A **regulated entity** shall comply with:
- a) Regulation 32(5)(c) of the MiFID Regulations 2017,
 - b) Article 54(12), third paragraph of Commission Delegated Regulation (EU) 2017/565, and
 - c) Article 54(13) of Commission Delegated Regulation (EU) 2017/565.

Remuneration

14.11 A *regulated entity* shall comply with Article 27(4) of Commission Delegated Regulation (EU) 2017/565.]

Amendments

A89: Inserted (3 January 2018) by Addendum to the Consumer Protection Code 2012 - Amendments to the Consumer Protection Code arising from the transposition of Directive 2014/65/EU into Irish law.
--

APPENDIX A

KEY FEATURES DOCUMENT FOR TRACKER BONDS

HOW DOES THE XXXX (INSERT NAME) TRACKER BOND WORK?

This section must include:

- the name and address of the **product producer(s)**;
- a brief description of the benefits promised by the **tracker bond** to the **consumer**, including the promised payment which applies. The **compound annual rate** equivalent of the promised payment, related to the total investment amount, must be shown;
- if there is a risk that the **consumer** may lose some or all of the money invested, a statement of this risk;
- if there is a risk that the **consumer** will not achieve the estimated or anticipated return on his or her investment, a statement of this risk;
- if averaging and/or any lock-in provisions can impact negatively on the promised benefits, as compared with an identical investment without such benefits, the way in which such an averaging or lock-in provision can lead to reduced return on his or her investment (which must be disclosed prominently);
- whether or not the **tracker bond** will benefit from dividends payable on the underlying shares; if the **tracker bond** will benefit from such dividends, a clear statement of the extent to which the **tracker bond** will benefit; if the **tracker bond** will not benefit from such dividends, a clear statement that the **tracker bond** is suitable only as a capital growth investment;
- if the relevant **credit institution** or **insurance undertaking** benefits from any dividend or interest income arising from the investment used to secure the cash bonus promised to the **consumer**, a statement of this fact;
- if there is any currency risk, interest rate risk and/or price volatility risk to the **consumer**, in relation to the benefits promised, a statement of this risk;
- the period to the date of the promised payment;
- if the **tracker bond** is guaranteed, the level, nature, extent and limitations of the guarantee and the name of the guarantor; and
- if the **tracker bond** involves leveraging, a statement of the effects.

WHERE DOES MY INVESTMENT GO?

This section must show clearly the split of the investment amount (or a typical investment amount for this type of product if the disclosure is being made on a provisional or generic basis) into three components:

- 1 the open market value, at the date of investment, of the payment promised to the **consumer**;
- 2 the open market value, at the date of investment, of the cash bonus promised to the **consumer**; and
- 3 **charges** representing the balance.

The implied **compound annual rate** of the amount promised to the **consumer**, relative to the total investment amount, should also be stated prominently.

The disclosure should take the following format:

<i>Your proposed investment of €xx,xxx will be used, at the date of investment, as follows:</i>	
€xx,xxx,	<i>or xx%, will be used to secure the promised payment of €xx,xxx payable after yy years and mm months. This is equivalent to a promised return on this part of your investment of xx% pa, before tax is deducted.</i>
€xx,xxx,	<i>or xx%, will be used to secure the cash bonus which may be payable after yy years and mm months.</i>
<u>€xx,xxx,</u>	<i>or xx%, will be taken in charges. If applicable, intermediary remuneration must be disclosed in this section.</i>
<u>€xx,xxx</u>	Total
<i>If the cash bonus is zero, the promised payment will represent a return of x.x% pa, on your total investment over the period to the date of the promised payment, before any tax is deducted.</i>	
<i>Where relevant, insert an explanation that the consumer's return on his or her investment will be capped/limited. This explanation should clearly set out that the excess of any earnings over the cap/limit will be retained by the product producer and / or a third party.</i>	

The open market value referred to above is the open market cost of the benefit promised to the **consumer** at the date of investment, net of the value of any commission or other reward or benefit payable to the **credit institution** or **insurance undertaking** and/or a **connected party** to that **credit institution** or **insurance undertaking**.

DO I HAVE ACCESS TO MY INVESTMENT?

In this section, the **consumer** must be informed of the limited nature of the promised payment, e.g. that it is payable on one specified date only.

This section must also include:

- whether or not the **consumer** can get access to part or all of their investment, before the date of the promised payment;
- if access is provided before this date, whether the encashment will be on promised terms or not; and
- whether or not the **consumer** is likely to suffer a penalty or financial loss if access is provided to part or all of their investment, before the date of the promised payment.

WHAT HAPPENS IF I DIE BEFORE THE TRACKER BOND MATURES?

This section must include:

- the circumstances, if any, in which the **tracker bond** may or must be encashed on death and the procedure for encashing it on death, if this is allowed; and
- the benefit payable on encashment of the **tracker bond** on death, when this benefit is payable, how this benefit is calculated, and whether there is any promised level of benefit payable on death.

WHAT ABOUT TAX?

This section must include:

- the tax that may be deductible by the **regulated entity** from benefits payable;
- the circumstances, if any, in which the tax referred to above, may not be deductible from the benefits payable;
- a general statement that a **consumer** should satisfy themselves in relation to revenue reporting requirements and the implications of non-disclosure where required.

APPENDIX B

PRSA (PERSONAL RETIREMENT SAVINGS ACCOUNT)

WHAT IS A PRSA?

A PRSA is a way of helping people provide for their retirement by saving now. It is a long-term investment product sold by financial institutions and intermediaries. It allows you to create a pension fund for yourself when you retire; you can vary the amount you pay into it over time and, if you change employment, you can continue to use the same PRSA. You can switch from one PRSA to another at any time free of charge.

Types of PRSA:

There are two types of PRSA:

- Standard PRSA – where the charges you have to pay are capped i.e. there is a maximum level of charges allowed and where there are certain investment restrictions on how your money is invested.
- Non-Standard PRSA – where there is no maximum level of charges and there are fewer investment restrictions.

DO YOU NEED A PRSA?

To see if you need a PRSA you should ask yourself some questions:

- **Can you join an existing pension scheme in your job?** You should find out if there is a good scheme available to you through your job. If not, you will need to consider making provision for your retirement and should consider a PRSA. If you already have good pension arrangements you may not need to make any additional provisions or you may be able to top-up your benefits through making Additional Voluntary Contributions (AVCs).
- **What if you are in a Defined Benefit Scheme?** If you have a defined benefit pension scheme – a pension related to your salary, for example, two thirds of final salary on retirement – you may not need to make any further pension provisions or you may already have a facility to make additional voluntary contributions (AVCs). Transferring from a defined benefit scheme into a PRSA involves a risk and should only be done after very careful assessment of your financial position and the advantages/disadvantages for you – you will be foregoing a defined salary related pension in retirement for an uncertain income.
- **What if you are in a Defined Contribution Scheme?** If you are in a defined contribution scheme you are already carrying the investment risk – your

pension will depend on the contributions you make together with the investment performance of your fund less the charges involved. But your employer may be making a contribution to the Scheme – would this contribution continue if you transferred into a PRSA?

- **Should you start a PRSA if you already have a Personal Pension Plan?** You will need to take professional advice based on your personal circumstances.

WHAT TYPE OF PRSA IS BEST FOR YOU?

A Standard PRSA is likely to meet the requirements of most people. You cannot be charged more than the maximum level of charges allowed (5% of contributions paid and 1% per year of the PRSA assets).

The level of charges is very important. Charges reduce the fund you can build up. The size of your fund on retirement will depend on your contributions and the Investment performance less the charges deducted. Investment performance cannot be predicted, but higher charges are just like a weight handicap in a horse race – creating a need to produce a better investment performance just to remain level with products carrying lower charges.

Charges on Non-Standard PRSAs are not capped and, in most cases, may be higher than on Standard PRSAs.

A second difference between Standard and Non-Standard PRSAs is in the way in which your money is invested. A Standard PRSA invests only in pooled funds, where the risk is spread across a large number and type of investments. A Non-Standard PRSA can offer you a wider investment choice. If a Non-Standard PRSA is offered to you on the basis of the investment choice it gives you, you need to be sure that you understand the investment choices, and that you understand why you need them. This is your pension, your income in your retirement years. If you do not understand how your pension will be invested then perhaps you should consider again if this particular product is the one for you.

You should keep the level of your contributions and the investment performance of your PRSA under regular review, so you can see if your PRSA will provide you with the pension you need.

BUYER BEWARE - WHAT TO LOOK OUT FOR

Where a Non-Standard PRSA is being offered or recommended to you, make sure you understand the differences between this product and a Standard PRSA, in particular the charges and investment choices of each product.

Beware of suggestions of better returns on Non-Standard PRSAs. Predicting investment performance is notoriously difficult.

Beware if it is suggested to you, or you are advised, to abandon an existing pension plan in favour of a new PRSA. Make sure that you understand the reasons why this would be the best course of action for you.

APPENDIX C

NON-STANDARD PERSONAL RETIREMENT SAVINGS ACCOUNT

DECLARATION

TO BE COMPLETED BY THE VENDOR (WHETHER PRODUCT PRODUCER OR INTERMEDIARY).

Name of Consumer to whom a non-Standard PRSA has been offered or recommended:

(Print name in block capital letters)

Name of Non-Standard PRSA offered to the Consumer:

Name of Non-Standard PRSA Product Producer:

- a) I declare that I have explained to this consumer that there are differences between a Non-Standard PRSA and Standard PRSA, and focused on the fact that the charges may be higher and the investment risks are greater for this non-Standard PRSA.
- b) I declare that in my opinion it is in the best interest of the above named consumer to purchase this non-Standard PRSA.
- c) I declare that in my opinion the non-Standard PRSA I have offered/recommended to the above named consumer is the PRSA product most suited to this consumer from among all those I am able to provide.

Signature of Salesperson:

Name of Salesperson (in block capitals):

Position Held:

Name of Regulated Entity:

Date of completion of the declaration:

APPENDIX D

INFORMATION TO BE PROVIDED TO CONSUMER [PURSUANT TO PROVISION 13.1]

The following information, which is to be communicated to a *consumer* before entering into a contract for the provision of *debt management services*, must be provided in a clear and accurate manner and on paper or on another *durable medium*. The title must appear prominently at the top of the first page of the document followed by the explanatory statements.

WHAT YOU SHOULD KNOW ABOUT DEBT MANAGEMENT SERVICES

This document provides you with key information about *debt management services*. It is not marketing material. The information is required to help you understand the nature of this service and the risks of using the service. You are advised to read it so that you can take an informed decision about whether debt management services are suitable for your personal circumstances.

WE WILL CHARGE YOU FOR OUR SERVICES BUT THERE ARE SOURCES OF FREE DEBT ADVICE AND SERVICES

The Money Advice and Budgeting Service (MABS) offers free advice for people in debt, or in danger of getting into debt, in Ireland.

MABS can be contacted at its Helpline (0761 07 2000) which operates Monday to Friday [Insert times that MABS are available] or by email at: helpline@MABS.ie

MABS has over 60 offices nationwide. For details of your nearest office, visit the [Contact MABS](#) area of its website at: www.mabs.ie

OUR SERVICE COMMITMENT TO YOU

[Insert if relevant: **WE CANNOT MAKE PAYMENTS TO YOUR CREDITORS ON YOUR BEHALF**

We are not authorised to hold your funds or make payments on your behalf. If an arrangement is agreed with your creditor(s), it will be your responsibility to make the revised payments to the creditors].

YOU WILL KNOW THE TOTAL COST TO YOU OF ANY FEES AND CHARGES ASSOCIATED WITH THE SERVICE

Our fee and charges will be applied as follows:

[Insert details of the basis on which fees and charges will be calculated and on the precise services that will be provided for each of those fees and charges]

YOUR ADVISOR WILL GO THROUGH A FULL FINANCIAL ASSESSMENT PROCESS WITH YOU WHICH WILL COVER ALL THE OPTIONS FOR DEALING WITH YOUR DEBT

Your advisor will use a standard financial statement to obtain financial information from you.

You must ensure that all information about your personal and financial circumstances which you supply as part of the financial assessment is accurate.

Your advisor will consider the debt management options available to you.

YOU WILL RECEIVE A STATEMENT OF ADVICE

This statement of advice will provide you with details of a proposed course of action for you and explain why this proposed course of action is suitable and affordable for you.

How the proposed options work as well as any actual or potential consequences of the proposed course of action will be explained to you in the statement of advice.

OTHER INFORMATION YOU SHOULD BE AWARE OF

- You may be responsible for undertaking the actions proposed and you may engage a third party to assist you.
- Your creditors are not obliged to accept reduced repayments or freeze interest or charges.
- Your creditors' collection activities may continue even though you have engaged a debt management firm.
- If you cancel payments to your creditors, you will be in breach of your agreement with them and your account(s) will go into arrears or further into arrears.
- If you reduce your payments it may mean it takes longer to pay off your creditors and you may pay more than if you paid over a shorter term.
- If you undertake a proposed course of action it may affect your credit rating, which may limit your ability to access credit in the future.

- If you are a property owner, as part of any arrangement, you may be required to sell or re-mortgage your property to pay off some or all of your debts. Your ability to do so may be restricted and a mortgage may only be offered at a higher interest rate.
- If you are a property owner, failure to make the negotiated payments to creditors could result in you losing your home.

IF YOU WANT TO STOP USING OUR SERVICES AT ANY STAGE YOU MAY DO SO

If you wish to stop using our services, you can notify the firm that this is the case.

If you stop using our services, any outstanding charges will be payable as follows:

[Insert a description of how any outstanding charges for services provided will be dealt with if the consumer ceases using the service]

IF YOU ARE NOT HAPPY WITH SERVICE YOU RECEIVE FROM US, YOU HAVE THE RIGHT TO COMPLAIN

If you are not happy with the services we provide to you, you have the right to make a complaint to us. This will be handled in accordance with our complaints handling process.

If your complaint is not resolved to your satisfaction, you have the right to refer your complaint to:

The Financial Services Ombudsman's Bureau,
3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
Telephone: 1890 88 20 90 or 01 662 0899

A90 [APPENDIX E STANDARD FINANCIAL STATEMENT

Information to help you with completing the Standard Financial Statement

Please read carefully

To complete the SFS, please use the Guide to completing a Standard Financial Statement published by the Central Bank and available on its [website](#).

For information, all the terms **in blue** are explained in **Appendix 1** available at the end of this document. Please refer to this Appendix as you complete the SFS.

Appendix 2 provides a checklist of all documents which may be required to complete your SFS. Please note we may request additional documents from you if necessary to the assessment of your SFS.

Section	This section asks for?	Tick when completed
Section A My details	Details about your personal circumstances, your name, address, occupation and the number of people living in your household.	[]
Section B My mortgage	Details about your mortgage on your primary residence, that is, the residential property you occupy as your primary residence, or the only residential property you own. This section also helps you to better understand the key elements of your mortgage.	[]
Section C My monthly income	Details on all your monthly income.	[]
Section D My monthly household expenditure	Details of all your expenditure or outgoings, calculated on a monthly basis. Details of all expenses that may be incurred during the expected period of financial difficulty should be included in the SFS	[]
Section E My monthly debt payments	Details about monthly amounts of all your other debt repayments (other than your mortgage repayment on your primary residence).	[]
Section F My other properties	Details on properties you own which are not your primary residence.	[]
Section G My other assets	Details of all other assets you own, either on your own or with someone else for example savings, cars, and shares.	[]
Section H Summary of your SFS	This section will help you to review the figures you inputted in sections B, C, D and E.	[]

Section A: My details				
			Borrower 1	Borrower 2
A1	Name			
A2	Correspondence address			
A3	Property address (if different to correspondence Address)			
		Please indicate preferred contact method		
A4	Home telephone			
A5	Mobile			
A6	E-mail			
A7	Marital status			
A8	Date of birth		DD/MM/YYYY	DD/MM/YYYY
A9	Total number of all persons in household			
A10	No. and age of dependants	Dependant 1 Dependant 2 Dependant 3 Dependant 4		
A11	Are any of these dependants in third level education? [Yes/No] If Yes, please provide the number of expected years remaining.			
A12	Are any of these dependants or persons living in the household without being a dependant financially contributing to the household on a monthly basis? [Yes/No] If Yes, please include the monthly contribution in field C8.			
A13	Do any of these dependants have medical or care needs that have an impact on your financial situation? [Yes/No] If Yes, please include the monthly cost of any related medical expenses in field D4.			
A14	Are you currently employed? [Yes/No] If you are self-employed, please provide details.			
A15	What is your current occupation? If you are unemployed or retired, please include your previous occupation.			
A16	Are you in permanent employment? [Yes/No]			
A17	Name of current employer and your length of service			

+

A18	<p>For what reason(s) are you having difficulty meeting your mortgage and/or other debt repayments? Please select all that apply.</p>	<input type="checkbox"/> Unemployment <input type="checkbox"/> Reduced Income <input type="checkbox"/> Illness <input type="checkbox"/> Divorce/Separation <input type="checkbox"/> Bereavement <input type="checkbox"/> School/College Fees <input type="checkbox"/> Household bills <input type="checkbox"/> Other (Please specify)	<input type="checkbox"/> Unemployment <input type="checkbox"/> Reduced Income <input type="checkbox"/> Illness <input type="checkbox"/> Divorce/Separation <input type="checkbox"/> Bereavement <input type="checkbox"/> School/College Fees <input type="checkbox"/> Household bills <input type="checkbox"/> Other (Please specify)
A19	<p>How long do you expect these difficulties to continue? (If you are not in a position to answer this question, please contact your mortgage provider to seek support on how to answer this question)</p>	<input type="checkbox"/> 0-3 months <input type="checkbox"/> 3-6 months <input type="checkbox"/> 6-12 months <input type="checkbox"/> 12+ months	<input type="checkbox"/> 0-3 months <input type="checkbox"/> 3-6 months <input type="checkbox"/> 6-12 months <input type="checkbox"/> 12+ months

Section B: My mortgage

This section relates to the mortgage on your primary residence, that is, the residential property you occupy as your primary residence, or the only residential property in the State you own.

B1	Mortgage provider	
B2	Mortgage Account Reference Number(s)	
B3	Account reference of any other mortgage account(s) on your primary residence (for example top-up account)	
B4	Total outstanding mortgage balance (€) (do not include arrears) This total should include the balances of B2 and B3 (if applicable)	
B5	Estimated current value of primary residence (€)	
B6	Monthly mortgage repayments due (€)	H4
B7	Monthly mortgage repayments being paid (€)	
B8	Remaining term of mortgage	
B9	Current Interest Rate (%) Is this rate fixed, or variable? Please select Variable for tracker rate.	<input type="checkbox"/> Fixed <input type="checkbox"/> Variable <input type="checkbox"/> Part fixed and part variable
B10	Arrears balance (€) (if applicable)	
B11	Is your mortgage currently restructured? [Yes/No]	
B12	Do you have a Payment Protection Insurance policy? [Yes/No]	

Section C: My monthly income

If you face seasonal or irregular income, please engage with your mortgage provider for further assistance on completing this section.

Please consult the SFS consumer Guide on how to calculate monthly income.

		Borrower 1	Borrower 2	TOTAL €
C1	Gross monthly salary (for self-employed please refer to Revenue Form 11)			
C2	Net monthly salary (for self-employed please refer to Revenue Form 11)			
C3	Monthly social welfare benefits Please list under rows C3 a, b and c.			
C3 (a)	Benefit (please specify)			
C3 (b)	Benefit (please specify)			
C3 (c)	Benefit (please specify)			
C4	Child Benefit			
C5	Mortgage Interest Supplement			
C6	Working Family Payment			
C7	Maintenance received			
C8	Other (please specify)			
C9	Monthly rental income (from other properties) (report figure from F5)			
C10	Monthly income from non-property assets (report figure from G7)			
C11	Total monthly income (sum of C2 to C10)			

Section D: My monthly household expenditure – Guidance

The figures you include in section D are based on your household's individual circumstances. When calculating the average monthly cost for each of the expenses, you should seek to include the examples of items listed below in your figure for 'average monthly cost'. To calculate your monthly average costs consult the SFS Guide [here]. You only need to include costs that are relevant to your household.

	Expense	Examples of items to include in average monthly cost figure
D1	Food	Groceries, takeaways and eating out (restaurants, cafés, canteens)
D2	Clothing	Clothes and footwear
D3	Personal care	Personal hygiene, baby/infant costs and grooming items
D4	Health	Medicines and medical visits and appointments
D5	Household goods	Furniture, appliances, cleaning products
D6	Household services	Bin charges, household repairs and maintenance, local property tax, management fees, TV licence, TV channels and streaming services, bank charges or fees
D7	Communications	Phone (mobile and landline) and internet
D8	Education	Uniforms, books, school/college/course fees and contributions, extracurricular activities and costs linked to 3rd level accommodation.
D9	Transport	Petrol, motor tax, NCT, vehicle repairs and maintenance, parking and tolls, public transport costs (including school transport), taxis, rental costs
D10	Household Energy	Electricity and home heating
D11	Insurance and Pension	Any type of insurance, including motor, home, health, mortgage protection, payment protection, income protection, life assurance, pension contribution, where not deducted from salary at source.
D12	Savings	
D13	Social inclusion and participation	Social events, sports and hobbies, special occasions such as Christmas or any religious holidays and birthdays, and other events or activities
D14	Childcare	
D15	Rent	For example, in the case of separated borrowers, where one borrower is not living in the household and is paying rent for other accommodation.
D16	Other	Any other expenses not already captured. May include maintenance paid to spouse/child, costs associated with another property, elderly care, nursing home fees, carer fees, legal costs, children's/ teenagers' pocket money.

Section D: My monthly household expenditure			
Please read the guidance above before you fill in this section.			
		Average Monthly Cost €	Arrears (where applicable) €
D1	Food		
D2	Clothing		
D3	Personal care		
D4	Health		
D5	Household goods		
D6	Household services		
D7	Communications		
D8	Education		
D9	Transport		
D10	Household energy		
D11	Insurance and pension		
D12	Savings		
D13	Social inclusion and participation		
D14	Childcare		
D15	Rent		
D16	Other (please specify)		
D17	Total Monthly Expenditure (sum of D1 to D16)		H2

If there is any additional information not captured above that may impact your monthly expenditure, please include here [you may also use this text box to explain a high level of costs for certain items above]

Section E: My monthly debt payments										
	Debt type	Monthly repayments		Remaining term	Total outstanding balance€	Arrears balance €	Provider	Purpose of loan/debt	Is this debt secured [Yes/No]	Is this debt currently restructured? [Yes/No]
		Due €	Being paid €							
E1	Court mandated debt (Please specify)									
E2	Credit union loan									
E3	Personal bank loan									
E4	Moneylending loan									
E5	Loans from family/friends									
E6	Hire purchase/PCP agreement									
E7	Credit card									
E8	Mortgage repayments on other properties (see F5)									
E9	Revenue Debt									
E10	Other debt (please specify)									
E11	Other debt (please specify)									
E12	Other debt (please specify)									
E13	Total (sum of E1 to E12)		H5							

Section F: My other properties (other than primary residence)

This section relates to properties you own or partially own which are not your primary residence.

When completing this section, please ensure the following:

- The figures for monthly rental income and monthly expenditure should also be included in Sections C (My Monthly Income) and D (My Monthly Expenditure)
- The figures for monthly mortgage repayments due and being paid should also be included in Section E (My Monthly Debt Payments)

	Property (include details below)	Property type	Ownership type	Estimated current value €	Loan balance €	Arrears balance €	Monthly rental income €	Monthly expenditure	Is this debt currently restructured? [Yes/No]	Monthly mortgage repayments		Mortgage provider	Is this property currently for sale? [Yes/No]
										Due €	Being paid€		
F1	1												
F2	2												
F3	3												
F4	4												
F5	Total							C9			E16		

My other properties (other than primary residence)

Property	Address	Date of purchase
1		
2		
3		
4		

Section G: My other assets					
	Asset Type	Original cost/ value €	Estimated current value €	Net monthly income	Please give any relevant details
G1	Savings/deposits/current account				
G2	Shares				
G3	Redundancy payment(s)				
G4	Long-term investment (s) (for example, a pension fund)				
G5	Other investment(s)				
G6	Other assets (for example, vehicles, stock, machinery)				
G7	Total (sum of G1 to G6)				C10

Please list all other liabilities, for example any guarantees given with respect to company borrowing or borrowing by a family member.

Section H: Summary of financial situation (to be completed by the borrower)		
H1	Total Monthly Income (C11)	
H2	Total Monthly Expenditure (D17)	-
H3	Sub-Total (H1 minus H2)	=
H4	Monthly Mortgage Repayments Due (B6)	-
H5	Other Monthly Debt Repayments Due (E13)	-
H6	Total Surplus/Deficit (Take away H4 and H5 from H3)	=

Signature Page

All regulated entities must ensure that the signature page of the Standard Financial Statement (SFS) is compliant with applicable Irish and/or EU law.

Data protection law and requirements:

All regulated entities must include information for the borrower on the regulated entity's obligations under applicable data protection law, for example, relating to the collection, processing and holding of the borrower's information.

Consent requirements:

A regulated entity cannot deem a Standard Financial Statement to be incomplete where any optional consents have not been signed by the borrower.

It is the responsibility of a regulated entity to ensure that the signature page of the Standard Financial Statement includes any wording or requests for consent necessary to comply with applicable Irish and/or EU law.

Borrower's declaration:

All regulated entities must request a declaration from the borrower confirming the accuracy of the information provided in the Standard Financial Statement.

Appendix 1 - Glossary

Please find below useful guidance (terms explained and examples) to help you to complete your SFS.

Section A My details		
A2	Correspondence address	This address will be used for all correspondence relating to this SFS.
A10	Dependant	A person who financially relies on you.
Section B My mortgage		
B11	Restructured	Select Yes if you have previously agreed with your mortgage provider to change the terms and conditions of your mortgage due to financial difficulties - for example reduced monthly payments.
Section C My monthly income		
C1	Gross monthly salary	Before tax and any other deductions at source
C2	Net monthly salary	If you have a deduction from your salary at source for example for health insurance, pension, credit union or Revenue payments do not include them again.
C5	Mortgage Interest Supplement	If you were previously eligible for and receiving this payment under the Mortgage Interest Supplement scheme, you should now receive it as part of the Supplementary Welfare Scheme.
C8	Other	For example pension, room rent (for primary residence), grants, financial contribution from dependants. Please do not repeat any monthly income already covered under previous headings.
Section E My monthly debt payments		
	Secured	Select yes if a security for example a property, a vehicle or a guarantee is attached to the debt.
	Restructured	Select yes if you have previously agreed with your loan provider to change the terms and conditions of your loan due to financial difficulties for example reduced monthly payments.
E1	Court mandated debt	For example, fines, instalment orders, judgements.
E4	Moneylending loan	Typically small loans at a high rate of interest over a short period of time.

E6	Hire purchase/PCP agreement	Type of credit, often associated with car financing. Under a hire purchase (HP) agreement, you hire the car, pay an agreed amount usually in monthly repayments, and only become the legal owner of the car at the end of the agreement. The legal owner of the car is the finance company that gave you the money to buy the car and you cannot sell the car without the finance company's permission.
E7	Credit cards	Including credit cards linked to shops.
E9	Revenue Debt	For example all arrangements you may have in place with the Revenue to pay taxes you were not in a position to pay fully.
E10 E11 E12	Other Debt	For example additional loans or credit cards, overdrafts, payment of arrears on utilities, Buy Now Pay Later or shop credit.
Section G My other assets		
	Ownership Type	For example, sole or joint ownership. Where you do not 100% own a property, please state the % of the property that you do own.
	Monthly Expenditure	For example, upkeep, maintenance, property tax.
	Restructured	Select yes if you have previously agreed with your mortgage provider to change the terms and conditions of your mortgage due to financial difficulties for example reduced monthly payments.
Section G My other assets		
G2	Shares	For example, credit union shares, bank shares, employee share schemes.

Appendix 2

Please see below list of all documents needed to support your SFS.

Please note we may request additional documentation if needed to assess your financial circumstances

Section	Documentation needed to complete this section (You only need to provide the documents relevant to your individual situation with your completed SFS)	Tick when completed
Section A My details	No document required to complete this section	[]
Section B My mortgage	Your annual mortgage statement A statement from your mortgage provider showing the total left to pay on your mortgage A statement of mortgage payments or confirmation from your mortgage provider of the amount of monthly mortgage payment Your mortgage provider should be in a position to give you with all the above information, so please engage with your mortgage provider. Print out showing current estimated value of your property	[]
Section C My monthly income	Employee: proof of income in the form of recent payslips Self-employed: audited or certified accounts, business account statements, personal tax return or tax balancing statement, Revenue Form 11 Unemployed: most recent social welfare receipt for each social welfare payment received Retired: proof of receipt and amount of monthly pensions Proof of receipt of maintenance payments Proof of other income (see also Section F and Section G)	[]

]

	Proof of monthly financial contribution received from dependants and/or non-dependants living in the household (for example bank statements).	
Section D My monthly household expenditure	Recent Bills (electricity, gas/oil, internet, phone, mobile) Documents proving the amount spent on childcare and/or elderly care Proof of insurance (including motor, home, health, mortgage protection, payment protection, income protection, life assurance) and pension payments (pension contribution not deducted from salary at source) Proof of maintenance payments Proof of rent paid	[]
Section E My monthly debt payments	Proof of any court payment due Statement related to any loans you have (credit unions, personal loans, credit cards, overdrafts, PCP/hire purchases) Statements should include the amount outstanding, the payments being made, the time left on each loan, the arrears balance, the reason for the loan	[]
Section F My other properties	Print outs showing estimated value of your properties Statement from your mortgage provider showing the full amount left to pay on each mortgage Statement of arrears on your mortgage accounts Proof of rental income Statement of mortgage payments or confirmation from your mortgage provider(s) of the amount of monthly mortgage payment	[]
Section G My other assets	Receipts and/or statements of purchase price for any asset Statement of current estimated value	[]

Amendments

A90: Appendix E replaced (1 January 2022) by Addendum introducing a new Standard Financial Statement document as Appendix E of the Consumer Protection Code 2012.

A91 [APPENDIX F

Variable Rate Policy Statement

Warning: We may change the interest rate on this loan. This means the cost of your monthly repayments may increase or decrease.

What do we consider when setting our variable interest rates?

This section must include the following information:

- *the factors and criteria that the **regulated entity** uses in making a decision on the setting or changing of the variable interest rate. For example, where factors and criteria such as credit risk, cost of funds, operational costs, regulatory requirements, competitive position and environment, profitability and business strategy are relevant they must be included in this explanation in a manner that seeks to explain these factors and criteria in an informative and non-technical manner; and*
- *a statement outlining that variations/changes in the factors and criteria stated under this heading could result in changes to the variable interest rate.*

How do we make decisions when setting variable interest rates?

*This section must include information on the governance processes and procedures applied by the **regulated entity** in setting the variable interest rate. These processes and procedures should be explained at a high level using non-technical terms with a focus on the level within the **regulated entity** at which decisions are made and their frequency on both a normal and extraordinary basis.*

Why do we have different variable interest rates?

In this section, the **regulated entity** must set out the circumstances when it applies different variable interest rates to different cohorts of **personal consumers** and the reasons why different rates apply to those consumer cohorts.

Could you get a different type of interest rate or a lower interest rate?

In this section, the **regulated entity** must encourage the **personal consumer** to consider their mortgage options on a regular basis, note where information on alternative options with the **regulated entity** is available (e.g. a link to the relevant section of their website), and encourage the **personal consumer** to contact them if they consider that there may be a better offer available for them (explaining how the **personal consumer** can do so).

Instructions to regulated entities when completing their Variable Rate Policy Statement

The Variable Rate Policy Statement must be drafted in a clear, consumer friendly manner and in plain English.

*Before providing the Variable Rate Policy Statement to **personal consumers** or publishing it on its website, the **regulated entity** must first conduct consumer testing on the content to ensure that the content is clear and easily understood.]*

Amendments
A91: Inserted (1 February 2017) by Addendum for Increased Protections for Variable Rate Mortgage Holders.



T: +353 (0)1 224 5800
E: publications@centralbank.ie
www.centralbank.ie



Banc Ceannais na hÉireann
Central Bank of Ireland

Eurosystem