



# Terms of Business

## CONFIRMATION OF MY ADVICE AREAS

Mortgages	
<input checked="" type="checkbox"/>	We will advise and make a recommendation for you after we have assessed your needs.
<input type="checkbox"/>	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
Insurance	
<input checked="" type="checkbox"/>	We will advise and make a recommendation for you after we have assessed your needs for Life Assurance, Critical Illness Cover, Family Income Benefit, Income Protection Insurance, Mortgage Payment Protection Insurance and Home Insurance.
<input type="checkbox"/>	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

## CONFIRMATION OF WHOSE PRODUCTS I OFFER

Mortgages	
<input checked="" type="checkbox"/>	We offer a comprehensive range of first charge mortgages and second charge mortgages from across the market.
<input type="checkbox"/>	We only offer mortgages from a limited number of lenders.
<input type="checkbox"/>	We only offer mortgages from a single lender
Insurance	
<input checked="" type="checkbox"/>	We offer Life Assurance, Critical Illness Cover, Family Income Benefit, Income Protection Insurance, Mortgage Payment Protection Insurance and Home Insurance products from a range of insurers.
<input type="checkbox"/>	We offer Life Assurance, Critical Illness Cover, Income Protection Insurance, Mortgage Payment Protection Insurance, Whole of Life Assurance and General Insurance products from a panel of leading insurers. Ask us for a list of insurers we offer insurance from.

## WHAT YOU WILL PAY FOR OUR SERVICES

<b>Mortgages</b>	
<input checked="" type="checkbox"/>	<p>A fee is payable for our standard services when the mortgage has been offered by the lender as follows:</p> <p>£300 for a standard case</p> <p>£595 for a case that is more complicated, for example involving adverse (poor credit history), lending into retirement, debt consolidation &amp; Buy to Let etc.</p> <p>£795 for Limited company Buy to Lets and Portfolio Landlords (A portfolio Landlord is a landlord with 4 or more buy to let properties).</p> <p>This fee is for advice, research, recommendation, implementation (e.g. application, administration of arranging the loan). We will also be paid by commission from the lender.</p> <p>In some cases we may charge a fee up front for research on especially difficult cases. The maximum fee for this would be £300.</p> <p>You will be notified in writing which fee applies to your case.</p>
<input checked="" type="checkbox"/>	<p>You could pay a Lifelong Advice Fee of £795 and then pay no further fees for any future mortgage business that we undertake for you. We will also be paid by commission from the lender.</p>
<input checked="" type="checkbox"/>	<p>Lifetime Mortgages (Equity Release) - A fee of £995 is payable when the mortgage has been offered by the lender. This fee is for advice, research, recommendation, implementation (e.g. application, administration of arranging the loan). We will also be paid by commission from the lender.</p>
<p>You will receive a key facts illustration when considering a particular mortgage, which will tell you about any fees relating to it.</p>	
<b>Insurance</b>	
<input type="checkbox"/>	<p>A fee.</p>
<input checked="" type="checkbox"/>	<p>No fee for Life Assurance, Critical Illness Cover, Family Income Benefit, Income Protection Insurance, Mortgage Payment Protection Insurance and Home Insurance.</p> <p>We will be paid by commission from the provider.</p>
<p>You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.</p>	
<b>Refund of Mortgage fees</b>	
<p>If we charge you a fee, and your mortgage does not go to offer stage, you will receive:</p>	
<input type="checkbox"/>	<p>A full refund if the lender rejects your application.</p>
<input checked="" type="checkbox"/>	<p>No refund if you decide not to proceed</p>

### **Ongoing Services**

Mortgages - If we do not review your borrowing, you may end up paying more than you need to for your loans. We aim to contact you before any special terms of your mortgage expire. Ideally this will be 3-6 months beforehand. We encourage you to contact us should your financial circumstances change in the meantime.

Protection - It is important to ensure your current protection plans and provisions remain in line with your objectives. If you wish, we can review this once a year with you at no cost.

### **OTHER IMPORTANT INFORMATION WE FEEL YOU OUGHT TO KNOW**

#### **Client Money Peace of Mind**

We do not handle Client Money. We never handle cash and will only accept a cheque made out to us in settlement of Advice and Service Charges. Our preferred method of payment is via bank transfer.

#### **Our Regulator - The Financial Conduct Authority**

Mortgage Select is a trading name of Mortgage Select (SW) Ltd. which is directly authorised and regulated by the Financial Conduct Authority.

Mortgage Select (SW) Ltd.'s FCA Register number is 456022.

You can check this on the FCA's Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0845 606 1234.

#### **If You Are Not Happy With Our Service**

If you wish to register a complaint, please contact us:

By phone: Telephone 01823 323600.

In writing: Complaints Department, Mortgage Select, 3 Discovery House, Cook Way, Taunton, TA2 6BJ.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (e.g. if we arranged insurance or a regulated mortgage product).

Alternatively, where your complaint relates to products or services purchased online, or by other electronic means such as email, you may refer your complaint to the online dispute resolution platform at <http://ec.europa.eu/odr>.

You should note that if your Buy-to-Let Mortgage is not regulated by the FCA, you will NOT be entitled to refer the complaint to the Financial Ombudsman Service.

#### **Financial Services Compensation Scheme (FSCS) Current limits**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim, i.e. it differs for investments, insurance, mortgages and bank accounts.

- Insurance: Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
- Mortgages: Mortgage advising and arranging is covered up to a limit of £50,000.

Further information about compensation scheme arrangements is available from the FSCS.

**The General Data Protection Regulation 2016**

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000. The personal data you provide will be used and stored in accordance with the General Data Protection Regulation 2016. To understand exactly what data we hold, why we hold it and your rights under the General Data Protection Regulation 2016 our Customer Privacy Policy can be viewed at [www.mortgageselectsw.co.uk](http://www.mortgageselectsw.co.uk).

**Your Duty of Disclosure**

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance or mortgages).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

**Clients Consent**

These are our standard Terms of Business upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within, including the authorisation to transfer information between parties as described above. If there are any terms within this agreement that you do not understand please ask for further information. The Terms of Business will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'date of signature' below, unless otherwise stated.

Individual note if applicable \_\_\_\_\_

Client Name(s) \_\_\_\_\_

Client Signature(s) \_\_\_\_\_

Date of Signature(s) \_\_\_\_\_

Date of issue \_\_\_\_\_