

Our Mortgage and Insurance Services & Costs – Terms of Business

The Financial Conduct Authority

Stuart Brown Mortgage Services is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 301675.

Our Services

Mortgages

We are independent mortgage advisers and **we will recommend** a mortgage product **that is suitable for you following an assessment of your personal needs and circumstances. We will consider all products and lenders that we have access to. This means we will not consider those lenders that are only available by you going direct to them.**

Where you are increasing your borrowing we will consider the merits of both a new first charge mortgage, a further advance from your existing lender (where information from the lender is available and can be pursued on your behalf) and securing this by an additional mortgage on a second charge basis. You may also have the option of an unsecured loan but whilst this may be more appropriate for you, we will not consider this when making our recommendation to you.

Certain types of mortgages are not regulated by the Financial Conduct Authority e.g. Business Buy to Let (previously just known as buy to let) which is the financing of a property solely bought to let out to individuals or another organisation. Also most forms of business finance are not regulated either. As such you will not have the same degree of protection or compensation (FSCS) arrangements as those that are. For the purpose of clarity, we will still aim to apply the majority of principles in the way we work with you i.e. recommended products to best suit your needs. **Consumer Buy to Let mortgages are currently regulated.**

Insurances

Non-investment protection contracts - we arrange Life Assurance, Income Protection Insurance and Critical Illness Insurance from a range of insurers, on the basis of a fair analysis of the market. We will provide you with **advice and arrange** the contract on your behalf after an assessment of your personal needs and circumstances.

General Insurance Contracts - we offer Buildings & Contents Insurance and Accident/Sickness & Unemployment Insurance, also Private Medical Insurance from a range of insurers to give a fair analysis of the market. These may include (but are not limited to) Paymentshield, Legal & General, Uinsure, Select & Protect, Berkeley Alexander (some of these providers in turn operate a panel of providers to include several different insurers too). We will provide you with **advice and arrange** the contract on your behalf after we have assessed your demands and needs for a particular type of insurance.

The Costs of our Service

Mortgages

- No fee will be charged. We will be paid a procuration fee from the lender.
- A fee of £225 /£ (complete/delete) payable to provide advice and help you apply for a transfer rate with your existing lender. This is payable at the point of application. We may also receive commission from the lender on this occasion.

- A fee of £225 /£ (complete/delete) payable to provide advice and help you apply for a suitable mortgage scheme. This is payable at the point of application. We may also receive commission from the lender on this occasion.
- A fee of £495 or 0.35% of the mortgage amount whichever is the greater, this will be payable upon application of the mortgage. e.g. 0.35% of a mortgage for £150000 would equate to £525, this would therefore be the amount due. 0.35% of a mortgage for £100000 would equate to £350, in which case £495 would be payable. This is payable at the point of application. We may also receive commission from the lender on this occasion.

Refund of fees

If we charge you a fee, and your mortgage does not go ahead, you will receive:

- No refund if the lender rejects your application.
- No refund if you decide not to proceed or reject our recommendations.

Non-Investment Protection and General Insurance Contracts

We do not charge a fee for advising and arranging services as we will receive commission from the provider/insurer after the policy has been placed on risk.

Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
not place our interests above yours;
- communicate clearly, promptly and without jargon;
- seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

Regular Review Programme

Stuart Brown Mortgage Services (and its successors) undertake to provide a review programme. If requested we will review client's circumstances and the ongoing suitability of products, this may include, amongst other examples, contact when a mortgage scheme is due to end so that the client can continue (as far as possible) to make savings compared to reversion to their lenders' standard variable rate. We may get in touch to review other services and products too. You can opt into this service on the page below or contact us yourself to instigate a review at any point you wish, irrespective.

Cancellation rights

Certain protection and insurance contracts allow you the right to cancel after a contract has been put in force. Prior to you entering into a contract of protection or insurance we will provide you with specific details should this apply to include: its duration; conditions, practical instructions and any costs for exercising it, together with the consequences of not exercising it.

Complaints

If you wish to register a complaint, please write to **Stuart Brown Mortgage Services, 3 Home Farm, Toddington Road, Tebworth, Beds LU7 9QD** or telephone **01525 877650**. Our email address is advice@sbms-online.co.uk

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567.

European ODR

Alternative dispute resolution can take place in various ways, including face-to-face, by telephone, in writing or online. A new European ODR (online dispute resolution) platform will allow consumers, traders and ADR providers to file, respond to, and handle disputes (including disputes where the trader and consumer are in different countries within the EU) online from the 15th February 2016. A link can be found here: <http://ec.europa.eu/consumers/odr/>

Compensation Scheme

We are covered by the **Financial Services Compensation scheme** (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim. Most types of mortgage business are covered for 100% of £50,000, whereas protection and insurance business is covered from between 100%, and 90% of the claim without any upper limit, depending upon type of product and timing. Further information about this compensation scheme arrangement is available from the FSCS here <https://www.fscs.org.uk/what-we-cover/compensation-limits/>

Client Verification

We may be required to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose, we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Data Protection

The information you have provided is subject to the General Data Protection Regulations (GDPR) and Data Protection Bill.

By signing this document, you consent to us or any company associated with us, processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us (including any successors if the business was sold on), product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors/conveyancers and/or other debt collection agencies for debt collection purposes, surveyors, insurance companies and anyone carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer at Stuart Brown Mortgage Services, 3 Home Farm, Toddington Road, Tebworth, Beds LU7 9QD or telephone 01525 877650. Our email address is advice@sbms-online.co.uk

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. Generally, you will not be charged a fee for us supplying you with such data.

As part of our service to you we may periodically undertake a review of your financial circumstances with a view to making sure those arrangements are still suitable. As such we may contact you to discuss these further and in some circumstances pass your details to other third parties to carry out this review if we are no longer trading, or unable to contact you directly for other reasons. By signing this document, you are agreeing to this.

Law

This agreement is governed and shall be construed in accordance with the Law of England and the parties shall submit to the exclusive jurisdiction of the English Courts.

Force Majeure

Stuart Brown Mortgage Services shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving 7 days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

DECLARATION

This is our standard agreement upon which we intend to rely. For your own benefit and protection, you should read the terms carefully before signing. If you do not understand any of these, please ask for further information.

- Please tick this box if you consent to us or any company associated with us processing any such sensitive data.
- Please confirm that you consent to Stuart Brown Mortgage Services contacting you in the future as part of its regular review programme.
- Please tick this box if you wish us or any company associated with us to contact you for marketing purposes by email, telephone, post or SMS.

I/We are aware of the costs of the services and agree to the amount and timing of these. My/Our preferred method of paying these costs is (please tick as appropriate);

No upfront Fee (reliance on commission from providers)

By direct payment

(where possible) **By inclusion on the mortgage loan**

You must be aware that adding our fees to the mortgage loan will increase the total amount you pay over the term of that loan as the lender will apply their interest charges to this amount

First Client signature		Second Client signature	
Date:		Date:	
Name:		Name:	