

Financial Agent Solutions Ltd

Directly Authorised and Regulated by the Financial Conduct Authority (FCA No. 1018517)

- ✓ This document sets out the terms of business between our firm (as a Directly Authorised Company) and our clients.
- ✓ These 'Terms of Business' apply until further notice and must be read in conjunction with the 'Guide To Our Mortgage and Protection Services'. In case of any ambiguity between the documents, this 'Terms of Business' will take precedent.
- ✓ Either party may terminate this agreement at any time without penalty. Termination will not affect any outstanding transactions being carried out on your behalf.

CONFIRMATION OF MY ADVICE AREAS

- ✓ **Insurance**
I will advise and make a recommendation for you after I have assessed your needs for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance.
- ✓ **Mortgages**
I will advise and make a recommendation for you after I have assessed your needs.

CONFIRMATION OF WHOSE PRODUCTS I OFFER

- Insurance**
- ✓ We offer Life, Critical Illness, Private Medical Insurance, Income Protection, Whole of Life and General Insurance products from a range of insurers.
- ✓ We offer Private Medical Insurance products from a range of insurers.
- ✓ We offer General insurance.

Mortgages

✓ **Residential**

We offer a mortgage review service, but not deals that you can only obtain by going direct to a lender. We do not provide advice on 2nd charge mortgages. Where customers have a need for these types of loan we will refer you to a specialist broker.

✓ **Business loans, Business Buy To Let, Consumer Buy To Let**

We offer a mortgage review service, but not deals that you can only obtain by going direct to a lender. We do not provide advice on 2nd charge mortgages. Where customers have a need for these type of loan we will refer you to a specialist broker.

✓ **Residential Mortgages**

We provide a mortgage review service, excluding products available only directly from lenders.

✓ **Business Mortgages**

We offer advice on Business Loans, Business Buy-to-Let, and Consumer Buy-to-Let, but again not on deals that are only available directly from lenders.

✓ **Unregulated Mortgages**

Some mortgages, such as Buy-to-Let, may not be regulated by the Financial Conduct Authority (FCA). We will confirm whether the mortgage we recommend is regulated. We will also inform you if we are recommending a Business Loan or any unregulated mortgage.

Unregulated Mortgages

It is important to point out that not all mortgage loans and services are regulated by the Financial Conduct Authority. Some of the advice and services we provide may relate to loans which are either unregulated or have limited consumer protection. We will confirm to you if any product we are recommending is not regulated by the FCA. You should note that if we are arranging a "Buy-to-Let" mortgage for you, it is very important to understand that very few Buy-to-Let mortgages are regulated by the Financial Conduct Authority (FCA). We will confirm to you if any product we are recommending is a Business Loan; a Business Buy-to-Let; or a Consumer Buy-to-let loan.

WHAT YOU WILL PAY FOR MY SERVICES

Insurance

- ✓ No fee for Life Insurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance. We will be paid by commission from the company.

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

Mortgages

- ✓ **For Residential Mortgage/Buy-to-Let Mortgage - £499,**
split into two payments
 - £199 application fee (non-refundable),
 - £300 upon receiving the mortgage offer.
- ✓ **For Residential Mortgages/Buy-to-Let Mortgage for Company Directors, Low or Adverse Credit Score, or Complex Cases - £599,** split into two payments
 - £199 application fee (non-refundable),
 - £400 upon receiving the mortgage offer.

Re-mortgages

- ✓ **For Residential or Buy-to-Let Remortgage:**
 - Remortgaging with the Current Lender (Product Switch/Transfer) - £0 (no fee),
 - Remortgaging with a New Lender - £199 (paid on application),
 - Remortgaging with Additional Borrowing - £299 (paid on application).

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. The amount of commission will vary depending on individual circumstances; the lender and product.

Agreement in Principle (AIP) Update

The Client is entitled to a free update of the Agreement in Principle (AIP) within six (6) months from the date of its initial issue.

After this period, if the Client has not completed the property search and wishes to resume the mortgage application process, the Client shall be required to pay the first part of the Broker Fee (£199) in accordance with the terms of this Agreement.

Any update of the AIP will be carried out subject to the bank's prevailing terms and conditions at the time of the update and does not guarantee the retention of previously agreed lending parameters.

If you ask us to refer you to a specialist broker for 2nd charge lending we will receive a payment from the broker if they arrange a loan for you. The amount of the payment will vary according to circumstances.

You will receive a mortgage illustration when considering a particular mortgage, which will tell you about any fees relating to it.

Refund of mortgage fees

If your mortgage application does not reach the offer stage, we do not provide a refund of the fees.

Minimum Fees & VAT

The fees outlined above are NOT be subject to VAT. Any variation to this amount will be confirmed in writing to you before proceeding further. This may be for example for larger or more complex loans, or where your personal situation is more complex regarding income sources, taxation, residence and credit rating.

ONGOING SERVICES & FEES

Below are the details of the ongoing service we provide to our clients. If you wish, you can discuss adding or enhancing service levels with your adviser (usually for an agreed fee). There is no charge for the following level of service for the insurance, as we receive a commission from the insurance provider at the inception of your protection plans. However, a fee is mentioned in the section 'WHAT YOU WILL PAY FOR MY SERVICES.'

- **Communication:** We may email you occasionally with relevant information, updates on new products, or opportunities.
- **Protection Review:** We can review your protection plans annually to ensure they align with your goals and life changes.
- **Mortgage Review:** We will notify you approximately 4.5 months before your mortgage deal expires, so you can review your options. We encourage you to contact us if your financial situation changes.

OTHER IMPORTANT INFORMATION WE FEEL YOU OUGHT TO KNOW

If You Are Not Happy With Our Service

If you have a complaint about your Adviser or any financial advice you have received from your Adviser, please contact us:

- In writing: Financial Agent Solutions Ltd, Office 4a, City view Offices, 99 Long St, Middleton Manchester, United Kingdom, M24 6UN
- Email: info@financialagent.co.uk
- Tel: 0747 876 5664

We will be happy to provide you with a summary of the internal procedures for handling complaints. This is available without charge upon request.

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).

The Financial Ombudsman Service can be contacted as follows:

- The Financial Ombudsman Service, Exchange Tower. London E14 9SR
- Telephone 0300 1239123
- Email: complaint.info@financial-ombudsman.org.uk
- www.financial-ombudsman.org.uk

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. This is the current process. Should it change, we will notify you the next time we meet by issuing you with an updated version of this document. If, however, you want to have the updated version sooner, you can request them at any time and I will provide you with the updated compensation process.

Our Regulator - The Financial Conduct Authority

Financial Agent Solutions Ltd (FCA no: 1018517) is a Directly Authorised (DA) mortgage and insurance brokerage, regulated by the Financial Conduct Authority.

Office: Office 4a, City view Offices, 99 Long St, Middleton Manchester, United Kingdom, M24 6UN

The permitted business of Financial Agent Solutions Ltd is advising on and arranging mortgages, life assurance and general insurance. You can check this on the FCA's Register by visiting the FCA's website www.FCA.org.uk/register or by contacting the FCA on 0300 500 8082.

The FCA address is: 12 Endeavour Square, London. E20 1JN

Client Classification Levels For Your Protection

The FCA has rules which affect the rights you have as a customer.

We classify all our individual customers as 'retail' customers. The range of financial products and investments we recommend are tailored to meet the needs of retail customers. You will have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS). These rights will apply to the provision of the advice we provide.

In most cases these rights will also apply to the products we recommend. However there are some exemptions for specialist products such as Enterprise Investment Schemes and Venture Capital Trusts. Your adviser will let you know if the product recommended will not have rights under the FOS or FSCS.

There are other classifications of customer that don't have these rights. These are "professional" customers and "eligible counterparties".

You have the right to be classified as a professional client. Should you feel you have the skills

knowledge and experience to be a Professional client and don't wish to have the same protection afforded to retail clients, please let me know and we will complete the forms necessary to reclassify you.

Client Money Peace Of Mind

We do not hold client funds (such as deposits) in any form. We 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.

Your Duty of Disclosure

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, mortgage, or investment related plans).

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.

Paying For Advised Services

Full details of the final Advice will be provided in the Suitability Advice Report. Details of any fees payable and future service agreements will be provided in the 'Authority to Proceed' document prepared for you by your Adviser. You will be asked to sign and return a copy of this document to confirm your understanding and acceptance of the arrangements.

Language

Unless agreed by us at outset all communication will be completed in English. We will communicate in a manner that is convenient to You, this could include Face to face meetings, Post, email and telephone.

Overseas permissions

Mortgage Advice: All advice will be conducted in the UK. We do not have permissions to give advice when either you or I are located in any overseas location regardless of whether that location is in the European Economic Area (EEA) or not.

Protection Advice: All advice will be conducted in the EEA. This means that both you and I can be in any EEA country at the time advice is given.

Timing of Reports

Mortgage Advice: I will send you a Suitability Advice Report setting out the reasons for my recommendation within 15 days of making that recommendation.

VAT

The service we provide is described as an 'intermediation' service. This means we provide advice with the intention of acting between you and a product provider to arrange a financial product or service. If we did not do this we would be liable for VAT on the fees charged. VAT is not applicable on the fees we charge for intermediation services. In arranging the sale of retail financial products an adviser fee made for advice, even if you decide not to proceed with the purchase of the recommended product, will remain VAT free where the adviser has provided you with full advice services up to that point, including all relevant documentation.

In the event that the advice services we provide become ancillary to our intermediation services, VAT may become chargeable (e.g. we review your entire financial circumstances but make no or limited recommendations).

Should this change in the future, and where VAT becomes due, we will notify you before conducting any further work. In any case, where VAT is payable on our services it will be charged in addition to the agreed fee.

Addressing Financial Crime

All transactions relating to the services provided by us are covered by Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002. The FCA also requires that we have appropriate measures in place to prevent the furtherance of financial crime.

Our responsibilities include but are not limited to verifying the identity and address of our clients and any third party making payments on their behalf. If required you must supply proof of your identity in accordance of the above Regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft 'foot-print' on your credit records. This foot-print is not visible to other financial service providers and does not affect your credit rating in anyway. In accordance with the Data Protection Act 2018, acceptance of these terms and conditions represents your permission for us to access this information.

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 without any upper limit.
- Mortgages: Mortgage advising and arranging is covered up to a limit of £85,000.
- General Insurance: General insurance advising and arranging is covered up to 90% of the claim with no upper limit. Compulsory Insurance is covered without any upper limit.

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

The Law that we operate under

All of our agreements provided are governed and construed in accordance with the laws of England and Wales. In relation to any dispute, for your protection you agree to submit to the non-exclusive jurisdiction of the English courts.

The Data Protection Act 2018

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 Data Protection Act 2018 which incorporates the requirements of the General Data Protection Regulation (GDPR) into UK legislation. Before collecting any data from you, you will be issued with a Privacy Notice Document and will be asked to agree to the collecting, storing and use of your Special Category Data.