



## WILL ASSIST MORTGAGES

independent | unbiased | experienced

### About our Equity Release Services

#### **This agreement (Our terms of business)**

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

#### **Our Status**

Will Assist Mortgages Ltd is authorised and regulated by the Financial Conduct Authority (FCA). You can check this on the Financial Services Register by visiting: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. Our FCA Registration Number is 513257. Our registered office address is Suite 1 Devonshire House, Devonshire Avenue, Leeds, LS8 1AY. Registered in England and Wales No 7046089.

Our permitted business includes advising on and arranging lifetime mortgages sometimes known as Equity Release. We also advise on and arrange mortgages and insurance contracts for which we have separate terms of business.

#### **Equity Release products**

We offer lifetime mortgages from a comprehensive range of products and providers. This is often referred to as a "whole of market service". Lenders will sometimes offer deals directly to consumers (either online or through branches) and not through brokers. These deals will not be taken into account when we make our recommendations to you.

We do not advise on or arrange Home Reversion plans.

#### **Our service**

In all cases we will advise and make a personal recommendation to you unless otherwise agreed.

#### **Our charges – equity release**

We charge a fee for our services equivalent to 2.25% of the loan amount, payable only upon successful completion of the mortgage. We charge a minimum fee of £1,795.

For example, for a mortgage of £100,000, the fee would be £2,250 or for a mortgage of £50,000, the fee would be £1,795.

We may also be paid commission by the lender. Upon request, we can provide details of commissions paid by mortgage lenders.

***Any fees that you need to pay will be confirmed to you in our Service Agreement, which will be issued prior to commencement of an application. We do not charge for an initial consultation.***

---

#### **Message from the Financial Conduct Authority**

**Think carefully about this information before deciding whether you want to go ahead.**

**If you are at all unsure about which lifetime mortgage is right for you, you should ask your adviser to make a recommendation.**

---

#### **Your duty to disclose information**

It is important that you ensure all statements you make on application forms and other documents are full and accurate. We can only give you advice on the information you give us. If you do not tell us about a circumstance, we cannot take it into account when giving advice.

If you misrepresent information deliberately, recklessly or carelessly respond to a provider then they may refuse to provide a product and potentially they may report you to fraud prevention agencies.

### **Payment terms**

All payments for services must be paid directly to the provider, we are not authorised to hold client money and will only accept payment in settlement of our own invoiced fees or disbursements.

### **Conflicts of interest**

If we, one of our clients or providers become aware of any potential conflict of interest with regard to business we are transacting for you we will write to you and obtain your consent before we carry out your instructions and we will inform you of how we intend to ensure that you are treated fairly.

### **Anti-money laundering**

We are required by law to verify the identity of all our clients. No application will be made on your behalf until such verification has been obtained. We may use electronic verification for identity and HMT Sanctions checks. This could leave a footprint on your credit record. Please tell us immediately if you do not wish us to do this.

### **Law**

This agreement is subject to English Law and the exclusive jurisdiction of the courts of England and Wales.

### **Language**

All matters pertaining to this agreement and our services will be communicated in English.

### **Complaints**

It is our intention to provide you with the highest possible level of client service at all times. Should we not meet your expectations we have a complaints procedure that is explained below. Should you wish to complain please contact our Compliance Officer.

- in writing: York Eco Business Centre, Amy Johnson Way, Clifton Moor, York. YO30 4AG.
- by telephone: 01904 566579
- by email: [admin@willassistmortgages.co.uk](mailto:admin@willassistmortgages.co.uk)

Should you not be satisfied with our final response you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) who is our alternative dispute resolution provider:

- The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
- Tel: 0800 023 4567 or 020 7964 1000.
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- For more information please visit their website - [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme for the regulated advising and arranging services we provide so that if we are unable to meet our liabilities you may be protected by the scheme. For further information please go to:

[www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Notice

### Introduction

This notice provides you with information concerning our collection and use of personal data. If you have any queries regarding this statement, please do not hesitate to contact us.

### What data we collect & what do we do with it

In order to provide mortgage, insurance and other advisory services, we will obtain personal information from you concerning your finances, circumstances, objectives and other relevant details. We will collect, store and process this information.

### Legal basis

We collect, control and process your personal information because this is necessary to provide you with information, answer any queries you may have and for the provision of our services to you. Contractual necessity is therefore the lawful basis for collecting, controlling and processing your personal details and those of your employees and service providers other than sensitive personal data for which we require individual consent.

We do not normally request or process any sensitive personal data.

*Sensitive personal data includes:*

- *Racial or ethnic origin*
- *Political opinions*
- *Religious or philosophical beliefs*
- *Trade union membership*
- *Genetic data*
- *Biometric data*
- *Data concerning health*
- *Data concerning sex life or sexual orientation*
- 

We would discuss with you the need for the provision of sensitive data before you provide this information. The subsequent provision of sensitive personal data will be taken as consent to this processing.

It is entirely up to you as to whether or not you choose to provide us with any personal information. If you choose not to, we simply may not be able to assist you.

### Sharing your data

In the course of our work with you we will share your personal data with product and service providers; we may also share your data with compliance monitoring & support organisations and regulatory bodies who are also 'Data Controllers' and registered with a supervisory authority in the EU unless otherwise indicated before we share any of your data.

We also use external data processors that will hold information for the following purposes:

- Secure file sharing
- Data backup
- Dissemination of information
- Other

Otherwise we will not share your personal information with other companies without your express authority except if the firm is sold or where we are required to do so by law.

### Cross border transfer

All our data processing take place within EU jurisdiction. Or Should any processor hold any data on our behalf outside of the EU we will take steps to ensure that it is held in a satisfactory jurisdiction. In the case of the US we will ensure that the EU-US Privacy Shield applies.

### **Marketing**

The information we collect about you is used solely for the purposes for which it was provided. We will never use your data or share it for marketing purposes.

### **Retention**

We will keep your personal data throughout our business relationship. At the end of any contractual relationship we are required to continue to hold personal data under current legislation for varying periods and in some circumstances indefinitely. We may also consider it necessary to keep data beyond these timescales in order to defend any future legal action. Where we no longer need regular access to your data we will transfer your data to a secure archive in order to avoid any unnecessary processing.

### **Your rights**

Under data protection law you have the right to ask us for a copy of the information we hold about you, and to have any inaccuracies corrected or removed. You may also ask us to delete or cease processing all personal data held by us or any processor with whom we have shared your data. We may not always be able to comply with a request for deletion, but you can ask us to cease processing your data.

In addition, you have the right to be informed about the data we collect, where it is located and with whom it is shared and the processing we undertake and to question any automated decision-making processes.

To do this, or if you require more information please contact us, our contact details are below.

### **Complaints**

The UK Information Commissioner's Office is our supervising authority where you can refer any complaints about data protection. Visit their website <https://ico.org.uk/your-data-matters/#ICO> for more information.

### **Contact**

For any queries about data protection please contact: Malcolm Shand at Will Assist Mortgages Ltd, York Eco Business Centre, Amy Johnson Way, Clifton Moor, York. YO30 4AG

### **Declaration and Signature**

**I/We confirm that in signing this agreement I/we understand the scope of services, the basis of payment and my/our obligations with regard to the accuracy and provision of information. I/We understand that Will Assist Mortgages Ltd will confirm any fees due to them for advising and broking, prior to instructing them to act on my/our behalf. Such confirmation will be in writing and will state the exact fee, and when that fee is payable.**

**I/We confirm that we have read the Data Protection Notice provided.**

Client  
name

Client  
name

Signature

Signature

Date

Date

Provided

by \_\_\_\_\_ (Advisor)

Signature

Date