



WILL ASSIST MORTGAGES

independent | unbiased | experienced

About our 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 or by contacting the FCA on 0800 111 6768. Our FCA Registration Number is 513257. Our registered office address is Devonshire House, Devonshire Avenue, Leeds, LS8 1AY. Registered in England and Wales No 7046089

Our permitted business is advising on and arranging mortgages and insurance contracts.

Mortgage products

We offer first and second charge 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.

Alternative lending

We do not advise on or arrange the following types of lending which may be available to you:

- Commercial loans
- Unsecured loans

If, during the course of our fact finding, or by specific request from you as the client, we feel that any of the above types of lending may be appropriate for you, we will refer you to a suitably qualified and FCA regulated firm.

Insurance

We offer insurance products from a wide range of insurers and products in respect of life assurance, income protection, and critical illness cover. For buildings and contents insurance, we select from a limited range of insurers (details available on request).

We do not offer advice on mortgage payment protection insurance, often referred to as accident, sickness and unemployment cover (ASU).

Our service

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

Our charges - mortgages

We charge a fee for our services equivalent to 1% of the loan amount, payable only upon successful completion of the mortgage. We charge a minimum fee of £995.

For example, for a mortgage of £115,000, the fee would be £1150 or for a mortgage of £90,000, the fee would be £995.

All fees are non-refundable. If you choose to withdraw from the mortgage application, after we have submitted your case to the lender, the fee is payable in full, with immediate effect. A lack of communication from a client, as regards their intentions in proceeding further with an application, for 30 days or more, will be deemed to be withdrawal under this agreement, and as such the fee will become immediately payable.

Please note that we may charge an admin fee of £99.00 for re-submission of a mortgage application to an existing or new lender, whereby the re-submission is as a result of a request to do so by the client, due to a change in requirements and/or circumstances.

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.

Our charges – insurance.

In respect of insurance protection we are normally remunerated by commission from the insurance provider, we will tell you if this is not the case.

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: Will Assist Mortgages Ltd, York Eco Business Centre, Amy Johnson Way, Clifton Moor, York. YO30 4AG.
- by telephone: 01904 566579
- by email: 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
- Website: For more information please visit their website - www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. 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.

- Mortgage advising and arranging is covered for up to £50,000.
- Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
- For insurance covering death or incapacity of the policyholder due to injury, sickness or infirmity cover is up to 100% of the claim without any upper limit.

Further information about compensation scheme arrangements is available from (<http://www.fscs.org.uk>).

Warnings

Think carefully before securing other debts against your home.

Your home may be repossessed if you do not keep up with the repayments on your mortgage.

Unregulated services

Some buy-to-let mortgages, all commercial mortgages, solicitor's services, conveyancing services, tax, trust and wills advice are not regulated by the Financial Conduct Authority or covered by the Financial Services Compensation Scheme.

Your duty to disclose information

If you are a consumer and enter into a contract of insurance wholly for non-business purposes you are under a legal duty to take reasonable care not to misrepresent information to insurers. If you misrepresent information deliberately, recklessly or carelessly respond to insurer questions then a claim under the policy may not be paid. If you are a commercial customer, entering into a contract of insurance by way of business, it is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents such as statement of fact are full and accurate. Please note that if you fail to disclose any material information to your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide.

Payment terms

All premiums due from you will be paid directly to the insurer, we are not authorised to hold client money and will only accept payment in settlement of our 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.

Confidentiality and data protection

All information about you will be treated as private and confidential and kept secure. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurances. We may also use the information we hold about you to provide you with information on other products and services we can offer that we feel may be appropriate to you. If you cancel a policy we may contact you for feedback and to provide a further quotation. If you do not wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes, please write to us at the above address. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you in our records. If you have any queries or requests in this regard please contact us. We will charge a fee of £10 for the provision of a copy of the information we hold about you. At your request we may provide information to your personal representative. We will however only do this with authorisation from you.

Cancellation and termination

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 days or 30 days for certain products of either conclusion of the contract or receiving your policy documentation, whichever occurs later and receive a full refund provided no claim has been made.

Subject to immediate settlement of any outstanding premiums or fees, you may instruct us to stop acting for you and we will not impose a penalty. Instructions must be in writing. If we feel that we are unable to continue acting for you we will give you seven days' notice in writing. No fees or commissions earned in respect of business already conducted will be refundable.

Credit checks

Some lenders will require a credit check before they will issue a pre-approval. Please be aware that this may occur and may leave a footprint on your credit record. If you specifically do not wish for this to happen without your express permission then please tell us before we proceed with your enquiry.

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.

Data Protection

All the personal information that you provide to us will be treated in accordance with the Data Protection Act 1998. In entering into your agreement with us you consent to us, and any company or entity with which we do business or are regulated by, to process your data, including sensitive personal data.

We may occasionally make you aware of products or services that we offer. If you wish to receive any such information please tick this box.

We will only pass your details to a third party at your request, for example as part of a mortgage or insurance application or when you require a service, which we cannot provide.

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.

Client name

Client name

Signature

Signature

Date

Date

Provided by

(Advisor)

Signature

Date