

About our mortgage and insurance services

The Financial Conduct Authority (FCA)

Lloyd & Whyte (Financial Services) Ltd 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 125340.

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. This will include a detailed assessment of affordability.

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 and securing this by an additional mortgage on a second charge basis. You may also have the option of a further advance from your existing lender or borrowing through an unsecured loan but whilst these may be more appropriate for you, we will not consider these when making our recommendation to you.

Insurances

Non-investment protection contracts – we offer non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers. We will provide you with advice and arrange the contract on your behalf after an assessment of your personal needs and circumstances.

The Costs of our Service

Mortgages

We charge a fixed fee of **£500** which becomes payable on provision of the advice provided to you in recommending a mortgage deal. We will receive and retain a commission from the lender when your mortgage completes. This amount will be confirmed by the lender in their disclosure document.

Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

Insurances

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

Refund of fees

Please note our fee will still be charged should the lender reject your mortgage application due to you not disclosing any material information about your personal situation. It should also be noted we do not provide a refund should you decide not to proceed with the mortgage loan after we have made a recommendation to you.

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.

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.

What to do if you have a complaint

If you wish to register a complaint, please contact the Complaints Officer – Sarah Godber-Ford:

In writing: Lloyd & Whyte (Financial Services) Ltd, Affinity House, Bindon Road, Taunton TA2 6AA

By Email: info@lloydwhyte.com

By phone: 01823 250750

If you cannot settle your complaint with us, eligible complainants may be entitled to refer it to the Financial Ombudsman Service (FOS) for an independent assessment. The FOS Consumer Helpline is on 0800 023 4567 and their address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Website: www.financial-ombudsman.org.uk/.

Compensation Scheme

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

Further information about these amounts and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

Data Protection

The information you have provided is subject to the Data Protection Act 1998 (the “Act”). By receiving this document you consent to us or any company associated with us for 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, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and 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 for the purposes of the Act, 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 on 01823 250700 or in writing at Affinity House, Bindon Road, Taunton, Somerset TA2 6AA.

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. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

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.

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

Lloyd & Whyte (Financial Services) Ltd 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 of charges for services shall be settled to that date.

Client Declaration

Client One Name: _____ Client Two Name: _____

Client Consent

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

- Please tick this box if you do not consent to us or any company associated with us processing sensitive data
- Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS
- a) I/We have been made aware of the fees associated with the research, recommendation and implementation of any mortgage advice.
- b) I/We agree to pay a fee of **£500** for the firm to undertake research and provide a recommendation for any mortgage advice and that this fee will be payable before any research commences or immediately upon receipt of any recommendations.
- c) I/We confirm my/our mortgage requirements are those identified and documented within the Fact Find and that a copy is available upon request.
- d) I/We the undersigned authorise Lloyd & Whyte (Financial Services) Ltd to undertake research using the information provided in order to make a recommendation for my/our consideration.

Client One Signature:

Client Two Signature:

Date:
