# largemortgageloans.com

largemortgageloans.com is a trading style of Largemortgageloans.com Limited Aegon House, Ground Floor Suite, 13 Lanark Square, London E14 9QD

# **Terms of Business**

At largemortgageloans.com we believe that the process of taking out a new mortgage, whether buying or remortgaging, and protecting yourself, your family or your business, should be simple and stress free. It is, however, important to understand the terms of business of our service before we can start to help you. After having this document explained to you, we will ask you to sign the last section to confirm your understanding.

# Services

Largemortgageloans.com Ltd authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. The FCA is the independent watchdog that regulates financial services. Our Financial Conduct Authority Registration number is 302228. You can check this on the Financial Services Register by visiting <u>www.fca.org.uk/register</u> or by calling 0800 111 6768.

We are authorised by the FCA to advise on and arrange regulated mortgages and bridging finance, pure protection and general insurance contracts. The FCA does not regulate some forms of finance, commercial, buy-to-let and offshore mortgages.

# Types of mortgages

We offer advice on a range of first charge mortgages covering residential mortgages, Consumer Buy to Let mortgages, some Buy to Let mortgages, as well as offshore and commercial mortgages. The range of first charge mortgages is unlimited, that means we are able to work with all lenders that accept business from intermediaries but does not include mortgage products that you can only obtain by going direct to a lender. Please ask your adviser if you would like to see a full list of the lenders, we have access to.

If you are seeking to borrow additional funds, the main options open are a further advance from the existing lender; a first charge remortgage or a second charge mortgage. We offer advice on all these options.

It is important to understand that not all Buy to Let or offshore mortgages are regulated by the FCA. We will confirm to you if any product we are recommending is not regulated.

We will provide you with an explanation of the main repayment methods for your mortgage (e.g., capital and interest or interest only.) If you select a repayment option that includes an investment product that is regulated by the FCA we will recommend you seek advice from an appropriately authorised Independent Financial Adviser (IFA).

We are able to advise on 'retirement interest only mortgages'. We will discuss this with you if we identify this may appropriate for you. Please note that a 'lifetime mortgage' (a type of Equity Release Scheme) may be available and, where appropriate, we will provide advice based on your personal circumstance if this is identified as the best solution. This type of scheme is regulated by the FCA. You may contact the Equity Release Council (<u>http://equityreleasecouncil.com/consumre-information</u>) for more information on these types of mortgages.

We are also able to introduce you to companies that can provide Asset based lending, which will be secured against the specified asset, such as Yachts, Private Jets, Art, Classic Cars, and Jewellery or Watches.

# Types of Protection Policies

We are an insurance intermediary that is acting on your behalf when delivering our services to you. We will make a personal recommendation after we have assessed your needs and circumstances.

We offer products based on a fair and personal analysis for all types of non-investment insurance contracts.

Please ask your adviser if you would like to see a list of the insurers, we have access to.

For Buildings and Contents Insurance we work closely with our selected home insurance partner, First2Protect Insurance Services. Your adviser will organise for First2Protect to provide you with a free and no obligation quote.

All insurance policies we can arrange for you are regulated by the FCA.

#### **Our Advice and Remuneration**

We offer a full advice and recommendation service to you. During the initial consultation we will:

- Explain the mortgage process to you and our part in this process
- Complete a Client Questionnaire to get to know your requirements and circumstances
- Explore your needs fully and establish your expectations over the life of the mortgage
- Provide you with advice by way of a recommended product based on your requirements and needs
- The Mortgage Illustration and accompanying recommendation letter will detail all the costs and charges associated with the recommended mortgage product

Please note that we cannot provide you with tax advice of any kind throughout the mortgage advice process.

We believe that a mortgage should be protected and hence we will always seek to review your circumstances to identify your requirements for additional protection cover. We will seek your agreement to reviewing your protection cover by:

- Understanding your personal circumstances, including any new mortgage you are applying for
- Review current protection products you have, including protection cover you have taken out yourself and/or you may have through your employment
- Identify solutions and recommend protection products that fit your individual needs and are affordable

The Protection Product Illustration and accompanying recommendation letter will identify the reasons for the recommendation and all the charges associated with the recommended protection product.

It is our aim to provide you with the highest level of service and customer care always. Once the adviser has submitted the application(s) for you we will:

- Appoint one of our experienced executive assistants to manage your application for you
- Update you on a regular basis
- Regularly contact the lender or insurer to check your application status
- Stay in regular contact with all other interested parties such as solicitors and estate agents

Please note that we cannot be held responsible for any delays incurred by the lender and/or insurer in processing your application, however we will actively work to assist the smooth processing of your application.

Our initial consultation service is free regardless of whether you meet your adviser face-to-face or discuss your requirements by telephone. If you decide to proceed with a mortgage application, you will pay a fee for each of your mortgage applications. This fee covers the advice, research, recommendation and application of your mortgage.

We may also be paid commission by the lender on completion of the mortgage. Please ask your adviser for a list of the commission rates payable by the mortgage lenders we have access to. The commission amount and additional costs and charges, for example by the lender, will be confirmed in the Mortgage Illustration that your adviser will provide.

Your adviser will explain our fees and any other charges and request that you sign our Professional Fee Agreement, this relating to what you have agreed.

You will receive a key facts illustration / European Standardised Information Sheet (ESIS) when considering a particular mortgage, which will tell you about any fees relating to that mortgage.

# Mortgages

A typical fee of 1.17% of the mortgage amount is payable. Of this, 20% is payable on application, 40% is payable on receipt of the Formal Mortgage Offer and the remaining 40% is payable on successful completion of the mortgage. For example, on a mortgage application of £300,000 the fee would be £3,510 in total; £702 (20%) would be payable on application, £1,404 (40%) then payable on receipt of the Formal Mortgage Offer and the balance of £1,404 (40%) on completion. However, this may vary. The exact amount and when individual fees are payable will depend on the complexity and work involved in your case and will be discussed and agreed with you in our accompanying fee agreement. We will be paid commission by the lender; the amount of the commission due to be paid is available upon request and will be disclosed via the mortgage illustration.

#### Insurance

We do not charge a fee for advising on and arranging protection for you. We will receive commission from the protection provider recommended to you and the commission amount will be detailed in the illustration that your adviser will provide.

Our advisers may also receive additional bonuses for achieving sales and quality targets. This is paid by the firm and not the insurer.

Fees must be paid by:

- Debit or credit card
- Cheque made payable to Largemortgageloans.com Ltd
- via bank transfer to NatWest Bank, sort code 60-05-24 account number 20643926 quoting your full name as the reference

Please note we cannot accept payment by cash or American Express.

We will refund our fee if we are unable to get you a suitable mortgage offer from any lender due to circumstances beyond your control. If for any other reason you decide to withdraw from the mortgage application process, your fee will not be refunded.

#### Authority to act

Any advice we provide to you is based upon your personal circumstances. You have a duty of disclosure to ensure that all the personal and financial data you provide us with is both accurate and honest.

If your personal circumstances change at any time throughout the application process it is also your duty to inform us immediately.

Failure to disclose relevant and accurate information, or any changes in circumstances, may result in your application being invalidated.

We can act for you if you live in the United Kingdom. There may be restrictions on how we can advise you if any of the following apply:

- You do not live in the UK
- You are currently staying in the UK, but normally live abroad, OR
- You are currently staying in the UK and plan to move abroad or return to another country

Please ask us for details if you think this may apply.

You may terminate this agreement without penalty. Notice of this termination must be given in writing

We may terminate our authority to act on your behalf at any time without penalty. Notice of termination will be provided in writing.

Any mortgage transactions that we are arranging will be completed in accordance with this Terms of Business unless you and we agree otherwise in writing. You will be liable to pay for any transactions made and / or services that are underway or carried out prior to termination and any fees and disbursements that are outstanding.

#### **Capturing Your Needs**

We are committed to providing you with a service that meets with your individual needs. To enable us to achieve this objective, it is important that you are open and frank with us and provide us with all the necessary information that we will need to deliver a service that reflects your needs. This will enable us to identify products and services that best meet with your personal circumstances. It will also help us identify any specific needs regarding how we deliver our services to you. This may include additional communication methods to those that we usually use as set out in the next section entitled "means of communication". For example, if you need information in large font due to sight difficulties, we can provide you with that.

#### **Means of Communication**

We will communicate with you through whatever means are convenient to you, including face-to-face, telephone, paper, email and other acceptable electronic communication methods. This information will be provided free of charge.

Our communications will ordinarily be in English, both in respect of oral and written communications.

You may at any time choose to request information in paper and free of charge that has previously been provided to you by means other than paper, for example, where communication was initially sent by email.

You may at any time choose to change your preferences as to how we communicate with you. However, we will require you to confirm this change in writing to us where you choose to do this.

#### **Conflicts of Interest**

Occasions can arise where the firm, an employee, or other associates of the firm will have some form of interest in business we are transacting for you.

We will take all appropriate steps to prevent conflicts of interest from occurring in line with the firm's policies. If this happens, or we become aware that our interests or those of one of our other client's conflict with your interest, we will disclose to you the nature of the conflict in writing and ask for your consent before we carry out your instructions.

We may receive reasonable non-monetary benefits from lenders. We will not accept benefits that are not reasonable.

# **Financial Crime**

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime. We'll verify your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

#### **Client Money**

We do not handle clients' money. We never accept cheques made payable to us or handle cash (unless it is payment in settlement of our fees and disbursements for which we have sent you an invoice). If you do send us money, this may delay your transaction as we may have to return this to you.

# Complaints

It is always our aim to provide customers with the highest level of service and customer care. We do however understand that sometimes things go wrong. In these instances, we try to rectify the situation as quickly as possible.

If you have a complaint, you can register it with us:

- By phoning 020 7519 4900 and asking to speak to the Complaints Manager
- In writing to Complaints Manager, Largemortgageloans.com Ltd, Aegon House, Ground Floor Suite, 13 Lanark Square, London, E14 9QD.
- Via email at <u>info@largemortgageloans.com</u>

A copy of our complaint's procedure is available upon request.

If you are not satisfied with the outcome of your complaint, you may be able to refer your complaint to the Financial Ombudsman Service (FOS). More details on FOS can be found at <u>http://www.financial-ombudsman.org.uk.</u>

If your complaint is related to how your personal data has been processed and you are not satisfied with the response from us, you have the right to complain to the <u>Information Commissioners Office</u> (ICO) who is the regulator for data protection in the United Kingdom.

#### Financial Services Compensation Scheme (FSCS)

We are also covered by the Financial Services Compensation Scheme ('FSCS'). The FSCS is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

- Mortgages advising and arranging is covered up to a maximum limit of £85,000.
- Insurance Long term insurance benefits (e.g., Life Assurance). The maximum level of compensation for claims against firms declared in default is 100% of the claim with no upper limit.
- General Insurance General insurance advice and arranging is covered for 90% of the claim with no upper limit. Protection is at 100% where claims arise in respect of compulsory insurance (e.g., employer's liability insurance), professional indemnity insurance and certain claims for injury, sickness, or infirmity of the policyholder. Protection is at 90% where claims arise under other types of policy with no upper limit.

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

Further information about compensation scheme arrangements is available on the FSCS website www.fscs.org.uk

# **Data Privacy Notice**

To provide our services properly we collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services. Our Privacy Statement is accessible on our website which set out further guidance on how we handle your data <u>www.largemortgageloans.com/privacy-statement</u>.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service, we'll need to pass certain personal details to the product or service provider.

# **Data Protection**

We keep data records of all our business transactions indefinitely, including records to evidence the suitability of the recommendations we make. If you decide to proceed with our services, you are expressly permitting us to store your personal data and other relevant information.

Under Data Protection legislation, you have the right to ask for a copy of the information held by us. You also have the right to require us to correct any inaccuracies in the information we hold.

We take your right to privacy very seriously and will not disclose information about you or your accounts to anyone, other than where we have your consent. We will need to discuss your personal circumstances with lenders in order to determine the most appropriate product for your needs. We or the lender may undertake a credit check upon receipt of your mortgage application, or in some cases before an application is submitted. This check may be registered as part of your credit record.

By proceeding with our services, you are permitting us to keep in touch with you from time to time to discuss your on-going requirements. As part of our service, we will aim to contact you to review your arrangements before a product we have arranged expires or to tell you about new services. We may also provide you with related information from third parties that may be of interest to you or whose products or services may be of interest to you. If you want to change this instruction you can write to: Data Officer, Largemortgageloans.com Ltd, Aegon House, Ground Floor Suite, 13 Lanark Square, London, E14 9QD.

Largemortgageloans.com Limited does not sell or donate the personal information we hold. We are however obliged to make our records available to the regulator upon request.

# Applicable Law and Jurisdiction

These terms of Business will be interpreted and construed in accordance with English Law and is subject to the exclusive jurisdiction of the English Courts, except if your address is in Scotland, when courts of Scotland shall have non-exclusive jurisdiction.

#### Third party

Largemortgageloans.com Ltd has carefully selected third parties to provide key services to you if you require them.

Services provided by other firms: Consent I give my express consent for Largemortgageloans.com to pass my personal information to the firms as described. (please mark either Yes or No to each line) **Buildings and Contents Insurance – First2Protect** Largemortgageloans.com Ltd works closely with our selected home insurance partner, First2Protect Insurance Services (part of First Complete Ltd), Yes No who will call you after your mortgage application is underway to provide you with a free, no obligation quote for buildings and contents insurance Solicitors Yes Largemortgageloans.com Ltd works closely with a No selected panel of solicitors/conveyancers, to provide you with a no obligation quote and a referral to an appropriate solicitor Foreign Currency Exchange Largemortgageloans.com Ltd works closely with our selected FX Currency Exchange partner, Mercury FX who can provide you with a Foreign currency exchange Yes No transfer service, Mercury FX will provide a free no obligation quotation. Wealth Managers / Independent Financial Advisors Largemortgagelaons.com Ltd works closely with Trinity Lifetime Partners Ltd, who offer a free no obligation, full financial review, where Largemortgageloans.com Ltd Yes No have identified a need **Marketing Consent** We would like to keep you up to date with the latest mortgage market news, products and services. You can opt-out of at any time by emailing info@largemortgageloans.com. Our privacy statement is available on our website. Would you be happy to receive marketing from us via? Telephone 🗆 Email 🗆 Post 🗆 Text message □ If you wish to amend any of the above consents, please email us at info@largemortgageloans.com or write to us at Compliance Department, largemortgageloans.com, Aegon House, Ground Floor Suite, 13 Lanark Square, London, E14 9QD. I/we confirm our understanding this Terms of Business and authorise the release of information relating to my/our existing mortgage arrangements to Largemortgageloans.com Ltd. Client signature: ...... Client signature: ..... Client name: ...... Client name: .....

Date: ..... Date: .....