

Client Agreement – Mortgages, Equity Release and Protection

This agreement sets out the terms under which we will provide our services to you, so it is important that you read it fully and in conjunction with our **Client Agreement (Mortgages, Equity Release and Protection) - What we do and how we charge** document. If there is something you don't understand please ask us to explain it.

If you have a question or concern about any aspect of our services, please contact us at:

- **Telephone:** 01626 833225
- **Email:** admin@loughtons.co.uk
- **Website:** www.loughtons.co.uk
- **In writing:** Loughtons Independent Financial Advisers
Town Hall House, Bovey Tracey, Devon, TQ13 9EQ

This agreement sets out our respective obligations and should be read in conjunction with the information in our **Client Agreement (Mortgages, Equity Release and Protection) - What we do and how we charge** document which has also been provided to you. The section 'Useful information about our services' below includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide and the cost for those services are shown on the 'New and Additional Cost of Services Calculation' and / or 'Ongoing Cost of Services Calculation' which has been issued to you separately.

Our obligations

Our recommendations

- We will confirm to you in writing the basis of our recommendations (our Suitability Report). We will also provide you with a 'Key Facts' Illustration (KFI) or a European Standardised Information Sheet (ESIS) which is a personalised description of the costs and features of the mortgage / product that we are recommending.
- You may ask us to provide you with additional KFIs or ESISs for any mortgage / product for which you are eligible.

Protecting your personal information

- To provide our services properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Sometimes, we may need to pass your personal information to other organisations (e.g. if you apply to take out a financial product or service we will need to pass certain personal details to the product or service provider). Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- As part of this agreement we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.

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 will 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.

Conflict of interests

- Although we will always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we will write to you and ask for your consent before we carry out business for you. We will also let you know the steps we will take to make sure you are treated fairly.
- We have a conflicts of interest policy. If you want to see a copy of it, please ask us.

Communicating with you

- Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message, internet meeting or in person. Our communications will be in English.
- We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.
- Where you have consented for us to do so, we may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular mortgage product or service which we feel may be of interest to you.

Your obligations

This section sets out your obligations in agreeing to receive our services.

Providing information about your circumstances

- Our advice will be based on the information you give so it is important that you provide us with the information requested about your circumstances and objectives to allow us to provide you with the appropriate advice. If you limit information provided, it could affect the suitability of the advice we give.

Payment for services

- By signing this agreement, you are agreeing to pay the charges for our services set out in the 'Cost of New or Additional Financial Planning Services Calculation' and / or 'Cost of Ongoing Financial Planning Services Calculation' (if relevant). Your selected payment method is confirmed in the 'Declaration'. This and the aforementioned documents are provided to you separately. We will tell you if any payments are subject to VAT.
- Our **initial** charges are payable once we've completed our agreed work and must be settled within 30 days from the date of issue where raised on invoice.
- In some limited circumstances (for protection planning business) we may receive a commission payment from a product provider and the commission payment is offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.

Legal and accounting advice

- We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

Cancellation and amendments

Ending this agreement

- We may terminate this agreement by giving you at least 20 business days' written notice.
- You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

Amendments

- From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case, we'll write to you with details of the changes at least 30 days before the change come into effect.

Product cancellation rights

- Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.
- Please note that there is no right to cancel a mortgage contract once the mortgage transaction has been concluded.

Useful information about our services

Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London, E14 5HS. www.fca.org.uk. Our firm reference number is 525567.
- Our permitted business includes advising on and arranging non-investment insurance contracts and mortgages.
- You can check our details 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.

What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.

Telephone: 01626 833225

Email: admin@loughtons.co.uk

Website: www.loughtons.co.uk

In writing: The Compliance Officer
Loughtons Independent Financial Adviser
Town Hall House, Bovey Tracey, Devon, TQ13 9EQ

- We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.

Additional peace of mind

- The Financial Services Compensation Scheme (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 – eligible claims related to advising and arranging are covered for 100% of a claim up to a maximum limit of £85,000 per person per firm.

Insurance – in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

- Further information is available from the FSCS at www.fscs.org.uk.

Benefits we may receive

- Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.
- From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.