

## **Terms of Business**

### **About Us**

Clan Financial Services Limited is registered in England and Wales under Company Registration Number 6554246 at 11 Kneele Gardens, Plymouth PL3 5RL. We are directly authorised and regulated by the Financial Conduct Authority – Firm Reference Number 484655. We are also registered with the Information Commissioner’s Office for Data Protection – Licence Number Z1289767.

In these Terms of Business, references to “we” “us” and “our” shall mean Clan Financial Services Limited as providers of this service. References to “you” and “your” shall mean you as the recipient of this service. References to the “FCA” shall mean the Financial Conduct Authority.

### **Our Regulator**

Clan Financial Services Limited is directly authorised and regulated by the Financial Conduct Authority (FCA) to advise on and arrange regulated mortgages, life (non-investment) and general insurance contracts (FRN 484655). You can check this on the Financial Services Register at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

Please be aware that most business mortgages, buy-to-let mortgages, loans for overseas property and non-regulated investment accounts (i.e. deposit, or current accounts) do not fall under the Financial Conduct Authority’s umbrella of protection.

### **The Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. 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 up to a maximum limit of £85,000.

Insurance advising and arranging is covered for 90% of the claim, without upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

### **Our Services**

We constantly review the mortgage and insurance market to select the most appropriate lenders and products to meet your individual circumstances. We offer a comprehensive range of mortgages from across the market, but not deals that you can only obtain by going direct to a lender.

During our initial meeting or discussion, we will complete a detailed fact-find questionnaire to enable appropriate advice to be given on the mortgage and related insurance products. Once we have made our recommendations to you, we will confirm our advice in writing. You should keep this as a record of the transaction, which will be confirmed by your provider’s formal offer of a mortgage or insurance contract.

We will work actively on your behalf, liaising with all parties involved (including solicitors and estate agents) to assist the smooth processing of your application. We are not liable for delays which may be caused by third parties, but will represent your interests to ensure that these may be kept to the minimum. We may recommend a solicitor from a select panel where we believe you could benefit from our agreed service standards with them.

### **Treating Customers Fairly**

At Clan Financial Services, we are committed to offering our customers the highest possible standards of service. In so doing we are pleased to support the Financial Conduct Authority initiative 'Treating Customers Fairly'.

We recognise that both we and our customers have everything to gain if we look after your best interests and treat you fairly in all aspects of our dealings with you.

#### *Our commitment to you*

We will:

- provide you with clear information about the products and service we offer, including fees and charges
- ascertain your individual needs, preferences and circumstances before recommending a mortgage
- only recommend a mortgage that we consider suitable for you and that you can afford – and always the most suitable from the available options
- not recommend a mortgage if we can't find one we consider suitable
- encourage you to ask if there's something you don't understand
- give you access to a formal complaints procedure should you become unhappy with our service

#### *How you can help us*

To help us give you the most appropriate advice, we will ask you to:

- tell us as much as possible about your income and outgoings, to enable us to properly assess how much you can afford
- let us know about changes that might affect your ability to repay a mortgage
- let us know if there is any aspect of our service, or of a product we have discussed or recommended that you don't understand
- tell us if you think there are ways we can improve our service

#### **Instructions from you**

We require our clients to give us instructions in writing in order to avoid possible disputes. We will, however, accept your oral instructions provided they are confirmed in writing.

We are required to verify your identity in accordance with the Criminal Justice Act 1993 and the Money Laundering Regulations 2007. This will be required at the outset of our dealings with you and no mortgage or loan offer or insurance acceptance terms will be produced until such verification has been obtained.

#### **Remuneration**

##### *Mortgages*

Our charges are based on two considerations: the loan amount and the complexity of your individual circumstances. We will provide you with a free initial consultation and we will always explain exactly what you will be charged before you choose to proceed with an application.

Business Buy to Let and Commercial mortgages, are not regulated. Fees for non-regulated mortgages can vary depending on your requirements and circumstances.

You will receive a Key Facts Illustration or European Standardised Information Sheet when considering a regulated mortgage, which will describe any fees relating to it.

#### *Secured and Unsecured Loans*

We do not charge fees for advising on or arranging secured or unsecured loans. However, we will retain any commission paid to us by the lender.

#### *Commercial Mortgage and Loans*

Our standard fee is 1% of the total facility arranged (with a minimum of £500). Half of this fee is payable at the outset and the remainder on confirmation of an offer (but normally charged on completion). We will also retain any commission paid to us by the lender.

#### *Insurances*

We do not charge any fees for advising on or arranging regulated insurance contracts, as we will receive a commission from the product provider.

### **Withdrawal and refund of fees**

#### *Mortgages*

You will not be liable to pay the balance of our fee if we are unable to secure an offer from any lender. However, in the event we are unable to secure a formal mortgage offer due to your non-disclosure of relevant information as required by the lender or as a result of inaccurate information you have provided, the balance of our fee will become payable immediately. We regret that we are unable to refund fees paid at the outset.

#### *Insurances*

Where you cancel a regulated insurance contract or it lapses within its earnings period (typically the first four years) and this results in us having to repay some or all of the commissions earned, we reserve the right to charge you a cancellation fee of up to £250 to cover the time spent working on your behalf.

### **Your Money**

We are not authorised to hold client money. Therefore, we cannot accept direct payment of insurance or mortgage premiums or fees payable to third parties. We are able to forward your cheques or make credit / debit card payments on your behalf for services such as valuation reports and conveyancing fees.

### **Data Protection and Information Disclosure**

We will treat all your personal information as private and confidential (even when you are no longer a customer), except where we are permitted or required by Law or where disclosure is made at your request or with your consent in relation to arranging your mortgage and / or your insurance. You

have the right of access, under the Data Protection Act 1998, to your personal records held on our files.

As part of the Financial Conduct Authority's duties, we may be asked to provide them with access to our customer records in order that they may carry out an audit of our activities. The FCA's ability to inspect customer records promotes best practice in our industry and ensures that you continue to receive the best possible service from us. If we disclose your personal information to the FCA, they will only use it for the purpose of confirming our compliance with their rules.

We keep records of all our business transactions for a minimum of seven years.

### **Complaints**

Our number one priority is to provide customers with the highest level of service. However, we know that sometimes things don't go as planned. Customer feedback helps us understand where things have gone wrong and gives us the opportunity to put them right, it also helps us to understand where we need to improve our products and services.

Should you wish to register a complaint, you may do so by calling 01752 318353 or writing to us at Clan Financial Services, 11 Kneele Gardens, Plymouth PL3 5RL.

If we are unable to resolve your complaint, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information on the services provided by the FOS can be found on their website <https://www.financial-ombudsman.org.uk>.

### **Credit Checking and Fraud Prevention**

All lenders will carry out credit reference checks with credit bureaus in order to assess an applicant's suitability for mortgage lending. They may also carry out other checks to verify your identity, employment status or financial conduct.

The proposed lender may check your details with fraud prevention agencies. If you provide false or inaccurate information and they suspect fraud, they may record this. The proposed lender and other organisations may use these records to prevent fraud and money laundering. We can provide further details upon request.