

# Mortgage & Protection Services Terms of Business

Chester Partnership  
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Hooton Road, Hooton  
Cheshire, CH66 7NZ.

The Chester Partnership Ltd is an Appointed Representative of Intrinsic Financial Planning Ltd and Intrinsic Mortgage Planning Ltd who are authorised and regulated by the Financial Conduct Authority.

- This document sets out the terms of business between our firm (as an Appointed Representative) and its clients
- These 'Terms of Business' apply until further notice and must be read in conjunction with the 'Guide To Our Mortgage and Protection Services'. In case of any ambiguity between the documents, this 'Terms of Business' will take precedent
- Either we or you can end these terms at any time, without penalty and this will not affect any outstanding transactions being carried out on your behalf

## Introduction - Our Client Charter [1]

- We aim to provide a fully comprehensive service for all of our clients.
- We're confident that we'll deliver a high quality service comparable to the best in the industry.
- We continually strive to improve our professionalism through personal development.
- We are fully committed to the principles of TCF [2].
- If any material or conflict of interest should arise we will let you know and seek your consent before making further progress.
- We follow robust, clearly documented systems and processes developed with our business support network – Intrinsic which is authorised and regulated by the FCA.
- We welcome your feedback, using positive comments to reinforce the good things that we do, whilst negative views are used to consider changes and improvements.

## Contents

In keeping with our commitment, this document seeks to provide key information which we trust you will find useful as you decide on the financial advisers you want to work with. We are pleased to provide the following: -

Section	Topic	Page
1	Confirmation of Our Advice Areas	3
2	Confirmation of Whose Products We Offer	4
3	What Will You Pay for Our Services	5
4	Discounts	6
5	On-Going Services & Fees	7
6	Other Important Information We Feel You Ought to Know	8

### [Notes]

**[1] See our Client Charter & General Advice Principles**

**[2] TCF - Treating Customers Fairly** forms part of the Financial Conduct Authority's objective to protect and enhance confidence in the UK financial system. Ask us for more information about the six outcomes of TCF.

## Section 1. Confirmation of Our Advice Areas

Insurance	
✓	We will advise and make a recommendation for you after we have assessed your needs for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance.
	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
Mortgages	
✓	We will advise and make a recommendation for you after we have assessed your needs.
	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

## Section 2. Confirmation of Whose Products We Offer

Insurance	
	We offer Life, Critical Illness, Private Medical Insurance, Income Protection Whole of Life and General Insurance products from a range of insurers.
✓	We offer Private Medical Insurance products from a range of insurers.
✓	We offer Life, Critical Illness, Income Protection and Whole of Life products from a panel of leading insurers*. Ask us for a list of insurers we offer insurance from. *If we are unable to meet your needs from the panel then we are able to review products from the whole of the market.
✓	We offer General insurance* products from Legal & General. *If Legal & General cannot insure you for Buildings and Contents, we may use a range of other providers.

<b>Mortgages</b>	
✓	<p><b>Residential</b> We offer a mortgage review that is representative of the whole of the market, but not deals that you can only obtain by going direct to a lender.</p> <p>We do not provide advice on 2nd charge mortgages or bridging loans. Where customers have a need for these types of loan we will refer you to a specialist broker.</p>
✓	<p><b>Business loans; Business Buy to Let; Consumer Buy to let</b> We offer a mortgage review service that is representative of the whole of the market, but not deals that that you can only obtain by going direct to a lender.</p> <p>We do not provide advice on 2nd charge mortgages or bridging loans. Where customers have a need for these types of loan we will refer you to a specialist broker.</p>
	We only offer mortgages from a limited number of lenders.
	We only offer mortgages from a single lender

It is important to point out that not all mortgages loans and services are regulated by the Financial Conduct Authority. Some of the advice and services we provide may relate to loans which are either unregulated or have limited consumer protection.

We will confirm to you if any product we are recommending is not regulated by the FCA.

You should note that if we are arranging a “Buy-to-Let” mortgage for you, it is very important to understand that very few Buy-to-Let mortgages are regulated by the Financial Conduct Authority (FCA).

We will confirm to you if any product we are recommending is a Business Loan; a Business Buy-to-Let; or a Consumer Buy-to-let loan.

### Section 3. What You Will Pay for Our Services

<b>Insurance</b>	
	A fee.
✓	No fee for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance. We will be paid by commission from the company.
You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.	

<b>Mortgages</b>	
	<p>No fee. We will be paid by commission from the lender. Or you could choose a fee only option where you will pay a fee of £875 and we will pass on any commission paid by the lender to you.</p> <p><b>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.</b></p> <p><b>NB- The amount of commission will vary depending on individual circumstances; the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</b></p>
✓	<p><b>For residential mortgages –</b></p> <p>We charge a fee of £375 when you apply for a mortgage. We will also be paid by commission from the provider.</p> <p>A ‘completion fee’ may be payable when your mortgage completes should the commission we receive be less than £500. The amount charged will cover our minimum cost of advice of £875.</p> <p><b>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.</b></p> <p><b>NB- The amount of commission will vary depending on individual circumstances; the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</b></p>
✓	<p><b>For Business Loans; Business Buy to Let; and Consumer Buy to Let –</b></p> <p>We charge a fee of £375 when you apply for a mortgage. We will also be paid by commission from the provider.</p> <p>A ‘completion fee’ may be payable when your mortgage completes should the commission we receive be less than £500. The amount charged will cover our minimum cost of advice of £875.</p> <p><b>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.</b></p> <p><b>NB- The amount of commission will vary depending on individual circumstances; the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</b></p>
	<p>If you ask us to refer you to a specialist broker for 2<sup>nd</sup> charge lending and/or bridging loans we will receive a payment from the broker if they arrange a loan for you. The amount of the payment will vary according to circumstances but will typically be 35% of the fees charged by the broker.</p>
<p>You will receive a key facts illustration when considering a particular mortgage, which will tell you about any fees relating to it.</p>	

<b>Refund of Fees</b>	
If we charge you a fee, and your mortgage does not go ahead, you will receive: -	
	A full refund if the lender rejects your application.
✓	No refund if you decide not to proceed. We trust you will appreciate that we will only charge you a fee once we have completed the work you requested.

#### **Minimum Fees & VAT**

The fees outlined above are NOT subject to VAT.

Any variation to this amount will be confirmed in writing to you before proceeding further. This may be for example for larger or more complex loans, or where your personal situation is more complex regarding income sources, taxation, residence and credit rating.

## **Section 4. Discounts**

### **Existing Customer Discount**

An existing customer is an individual who has engaged with us to provide advice previously but has no need for on-going service.

To reflect and reward the loyalty of existing customers returning to us to complete further work, we will typically discount all of our normal fees (i.e. the initial £375 and any completion fee).

### **Employee Benefit Group Scheme Member Discount**

For customers who are members of any group schemes we advise on (including group personal pensions) as an additional employee benefit we will typically discount all of our normal fees (i.e. the initial £375 and any completion fee)

### **Combined Mortgage & Protection Advice Discount**

For mortgage customers who also appoint us to provide advice in relation to their personal & family protection we will typically discount all of our normal fees (i.e. the initial £375 and any completion fee).

### **'Non Complex' Remortgage Advice Discount**

For mortgage and / or remortgage advice which, based on our experience, we would reasonably consider to be of a 'non complex' nature we will typically discount all of our normal fees (i.e. the initial £375 and any completion fee).

### **Refer a Friend**

Providing, and maintaining our services at competitive prices are partially achieved by avoiding an expensive marketing budget. We do however need to actively promote our business and instead we rely on doing a great job for our clients and by then asking for their help in referring us to their family, friends and work colleagues.

This support is greatly appreciated and as a small 'thank you' we will:

- Send you a £25 Love2Shop voucher; and
- Enter you in a monthly draw for a further £100 Love2Shop voucher.

The £25 voucher will be sent as soon as we are appointed to complete a price of work for the referral.

## Section 5. On-Going Services & Fees

Set out below are the details for the ongoing service that we deliver to our clients.

You can if you wish to, add or enhance levels of service with your adviser if you feel appropriate (usually for an agreed fee).

There is no fee for the following level of service, as we will have been paid commission from the mortgage lender or insurance provider at inception of your mortgage or protection plans.

1. Communication - In order to provide you with a high quality service we may want to contact you regarding items we consider are of interest to you, or to make you aware of new opportunities. If this happens, we would like to contact you
2. Protection - It is important to ensure your current protection plans and provisions remain in line with your objectives. If you wish, we can review this once a year with you.
3. Mortgages - If we do not review your borrowing, you may end up paying more than you need to for your loans. We aim to contact you before any special terms of your mortgage expire. Ideally this will be 6 months beforehand. We encourage you to contact us should your financial circumstances change in the meantime.

We will make reasonable endeavors to contact you. Please be aware that should we not be able to review your mortgage before the end of any special term, this may result in you paying considerably more for your loan.

## Section 6. Other Important Information We Feel You Ought to Know

### If You Are Not Happy With Our Service

If you have a complaint about your Adviser or any financial advice you have received from your Adviser please contact us:

By phone: Telephone 01793 647400.

In writing: Complaints Department, Intrinsic Financial Services Limited, Wiltshire Court, Farnsby Street, Swindon, Wilts. SN1 5HA.

Email: [complaints@intrinsicfs.com](mailto:complaints@intrinsicfs.com)

We will be happy to provide you with a summary of the internal procedures for handling complaints this, is available without charge upon request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (e.g. if we arranged insurance or a regulated mortgage product).

The Financial Ombudsman Service can be contacted as follows: The Financial Ombudsman Service, Exchange Tower. London E14 9SR

Telephone 0300 1239123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You should note that if your Buy-to-Let Mortgage is not regulated by the FCA, you will NOT be entitled to refer the complaint to the Financial Ombudsman Service.

### Our Regulator - The Financial Conduct Authority

We are an appointed representative of Intrinsic Financial Planning Limited (FCA Register number is 440703), part of Intrinsic Financial Services Limited, Wiltshire Court, Farnsby Street, Swindon. SN1 5AH which is authorised and regulated by the Financial Conduct Authority.

In cases where we provide mortgage advice, this is covered via Intrinsic Mortgage Planning Limited (FCA Register number 440718).

The permitted business of Intrinsic Financial Planning Limited and Intrinsic Mortgage Planning Limited is advising on and arranging pensions, investments, mortgages, life assurance and general insurance.

You can check this on the FCA's Register by visiting the FCA's website [www.FCA.org.uk/register](http://www.FCA.org.uk/register) or by contacting the FCA on 0300 500 8082.

### Client Classification Levels For Your Protection

The FCA has rules which affect the rights you have as a client.

We classify all our individual clients as 'retail' clients. As a retail client you have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS).

There are other classifications of client that don't have these rights. These are "professional" clients - such as listed companies, local authorities and larger partnerships or trusts. Also "eligible counterparties" (e.g. national governments and other state bodies, banks or regulated financial services firms).

If you have any questions regarding your classification (e.g. if you are a large company), please write to Intrinsic Financial Services Ltd Compliance Department, Wiltshire Court, Farnsby Street, Swindon, Wilts. SN1 5HA or to the Financial Ombudsman Service and FSCS.

### **Client Money Peace Of Mind**

We do not handle Client Money. We never handle cash and will only accept a cheque made out to us in settlement of Advice and Service Charges. Our preferred method of payment is via bank transfer.

### **Your Duty of Disclosure**

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance, mortgage, or investment related plans).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

### **Paying For Advised Services**

Full details of the final Advice will be provided in the Suitability Advice Report. Details of any fees payable and future service agreements will be provided in the '**Authority to Proceed**' document prepared for you by your Adviser. You will be asked to sign and return a copy of this document to confirm your understanding and acceptance of the arrangements.

### **VAT**

The service we provide is described as an 'intermediation' service. This means we provide advice with the intention of acting between you and a product provider to arrange a financial product or service. If we did not do this we would be liable for VAT on the fees charged. VAT is not applicable on the fees we charge for intermediation services. In arranging the sale of retail financial products an adviser charge made for advice, even if you decide not to proceed with the purchase of the recommended product, will remain VAT free where the adviser has provided you with full advice services up to that point, including all relevant documentation.

In the event that the advice services we provide become ancillary to our intermediation services, VAT may become chargeable (e.g. we review your entire financial circumstances but make no or limited recommendations).

Should this change in the future, and where VAT becomes due, we will notify you before conducting any further work. In any case, where VAT is payable on our services it will be charged in addition to the agreed fee.

### **Declaration of Other Interests**

Intrinsic has a number of payment arrangements with various product providers to facilitate adviser learning and enhance the outcomes for our clients. Further details are available on request.

### **Our Loans and Ownership**

Intrinsic Financial Services Limited owns 100% of the share capital of Intrinsic Wealth Limited, Intrinsic Financial Planning, and Intrinsic Mortgage Planning Limited. Old Mutual Wealth Life Assurance Limited owns 89% of the share capital of Intrinsic Financial Services Limited with the remaining 11% being owned by minority shareholders.

### **Addressing Financial Crime**

All transactions relating to the services provided by us are covered by Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002. The FCA also requires that we have appropriate measures in place to prevent the furtherance of financial crime.

Our responsibilities include but are not limited to verifying the identity and address of our clients and any third party making payments on their behalf. If required you must supply proof of your identity in accordance of the above Regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft 'foot-print' on your credit records.

This foot-print is not visible to other financial service providers and does not affect your credit rating in anyway. In accordance with the Data Protection Act 1998 acceptance of these terms and conditions represents your permission for us to access this information.

### **Financial Services Compensation Scheme (FSCS) Current limits**

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. i.e. it differs for investments, insurance, mortgages and bank accounts.

- Insurance: Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
- Mortgages: Mortgage advising and arranging is covered up to a limit of £50,000.
- Investment: Most types of investment business are covered up to a limit of £50,000.
- Deposits: Bank Type Deposits are covered up to a limit of £85,000 per institution.

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

### **The Law that we operate under**

All of our agreements provided are governed and construed in accordance with the laws of England and Wales. In relation to any dispute, for your protection you agree to submit to the non-exclusive jurisdiction of the English courts.

### **The Data Protection Act 1998**

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000. The personal data you provide will be used and stored in accordance with the Data Protection Act 1998. To understand exactly what data we hold, why we hold it and your rights under the Data Protection Act 1998 our Fair Processing Notice can be viewed at [www.intrinsicfs.com](http://www.intrinsicfs.com).