

Terms of Business

This document details our service and our arrangements for dealing with your mortgage and insurances. Please read it carefully and keep a copy for your records. The English language will be used for all communications, the contractual terms and conditions and any information we are required to supply to you, before and during the duration of the contract and this agreement shall be subject to English Law (Scottish Law, where issued in Scotland).

About us

Anthony & Co Asset Management Ltd whose offices are registered at 4 Troon Close, Bedford, Bedfordshire, MK41 8AY, is authorised and regulated by the Financial Conduct Authority (FCA), the independent watchdog that regulates financial services. Our Financial Services Register number is 740354 and you can check our status at <https://register.fca.org.uk/s/> or contact the FCA on 0800 1116768. Our permitted business includes advising and arranging regulated mortgage contracts and regulated insurance contracts.

Consumer duty

We are committed to treating our customers fairly and we recognise that we have a duty both to our customers and to our regulator, the Financial Conduct Authority to obtain a good outcome for you in our dealings with you. Under this Consumer duty, we are required to: -

- act in the best interests of our customers and prioritize their needs over our own interests.
- ensure our communications with our customers are clear, fair, and not misleading.
- deliver products and services that meet the needs of our customers and deliver fair outcomes.

We would hope that you will measure our success in providing you with our services against these criteria and that this will encourage you to return to us in the future and perhaps refer us on to other people that you may know. In this letter, we are providing you with our terms of business, which outlines the key features of the business that we will undertake with you. We ask that you read this document carefully, as it sets out the rights and responsibilities of both parties.

If you require an audio version of this document, please let us know.

We are committed to providing you with high-quality products and services that meet your financial needs and deliver the outcomes that you seek, and we are here to answer any questions you may have about our terms of business or any other aspect of our operations. We actively encourage your feedback if there is any aspect of the information that we provide which you are unsure about so that you can make informed decisions about the financial products and services you choose. This includes reading and understanding the terms and conditions of any agreements you enter into.

Our scope of service

Mortgages - We offer first and second charge mortgages from a range of lenders with whose products and criteria we are familiar with and who we believe provide a good quality service for our clients. We regularly review the market to ensure that our list of lenders remain competitive. We will advise you about first and second charge legal mortgages and make a recommendation about a mortgage for you after we have assessed your needs. You can always ask us for a list of the lenders we offer mortgages from.

Please be aware that most business mortgages and buy-to-let mortgages are not regulated by the Financial Conduct Authority unless the mortgage contract is a 'consumer buy-to-let' mortgage (whereby people have become 'accidental landlords' or currently or previously lived in the property to be mortgaged on a buy-to-let basis) and these mortgages are assessed according to the same strict affordability rules as a residential mortgage.

Insurance - We will advise and make a recommendation for you after we have assessed your needs for household, life, critical illness, accident, sickness and unemployment and landlord insurances. We may offer these products through an intermediary network who provide insurance products from a range of insurance companies. You are responsible in taking reasonable care to answer all questions honestly and to the best of your knowledge, and if you volunteer any other information, you must ensure that the information is not misleading. If any information that you have provided to us changes before you take out your insurance, during the life of the policy or at renewal, you must inform us of the change. If you deliberately, recklessly or carelessly misrepresent any information in relation to this insurance then your policy may be cancelled without refund, or treated as if it never existed, or your claim rejected or not fully paid.

How we treat information you give to us

Anthony & Co Asset Management Ltd is the controller of your data and our data protection officer is Antonio Iacofano. We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your mortgage and insurance contracts. We will use the information that you give us to obtain financial products for you where you are eligible, and we will need to share your information with other parties such as mortgage lenders and insurance providers. We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or by the virtue of our regulatory requirements. Under the Data Protection Act, you have the right of access to any data that our firm holds about you. If you require a copy of our Privacy Notice detailing how we treat your personal information, please call us on 01234 309385 and we will assist you in this. If you wish to withdraw your consent for us to process your data, you can do so by writing to us at our office address.

Our fees

We may charge fees for regulated mortgage advice, and depending on the circumstances and complexity of the enquiry, we normally charge as follows:

- a **non-refundable fee of £350.00** payable on application (and only after initial research and recommendations – a list of services carried out in relation to this fee is available on request), and a **non-refundable fee of £350.00** payable only on receipt of a formal mortgage offer.
- We **do not** charge any fees for straightforward product transfers/product switches (this is where you remain with your existing lender and switch over to one of their new products).
- We will also receive commission from the lender that we place your mortgage with. The amount of this commission will be set out in the mortgage illustration that we will provide to you when we make our recommendation, and this will include any other fees payable to the lender or to any other parties. Different lenders may pay differing amounts of commission on mortgages placed with them. We can provide you with further details on comparative commission rates on request.
- We **do not** arrange a fee for arranging insurance contracts. You will receive a quotation which will tell you about any other fees relating to any insurance policy. We receive a commission from the intermediary network with whom we place your business with.

Cancellations

You have a legal right to cancel your insurance policy or credit agreement for any reason, subject to no claims having occurred, within 14 days of receiving the full terms and conditions (or within 30 days for a protection policy such as life or critical illness). You will always be advised where this right applies. **If you wish to cancel an insurance policy, you must advise us prior to expiry of the 14-day cancellation period (or 30-day cancellation period for protection policies).** If a retail policy is cancelled during the 'Right to Cancel' period, your insurer will charge you for the time they provided you cover. If cancellation is outside of the 'Right to Cancel' period, you may be due a refund for part of your premium. If you cancel a credit agreement you will need to repay any sums provided in full.

Premium Finance Facilities and Service

We may offer insurance products through an intermediary network who provide insurance products from a range of insurance companies. The intermediary we place you with will conduct a credit check, which will be recorded on your credit record. **Please contact us if you do NOT consent to a credit check being undertaken**, however this may affect the intermediary's ability to offer instalment facilities to you. In relation to the provision of credit, this is provided directly by the intermediary we place you with and we do not receive commission for the provision of credit. We will not offer you any advice on premium finance facilities available and you will need to decide yourself on the suitability of any credit agreement offered. **Please note: your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it and your credit rating may be affected. In entering into a credit agreement to pay your insurance premium, you give the intermediary the legal right to cancel your insurance policy on your behalf in the event that you default on the loan and offset any refunded premium against the outstanding amount owed to them.** This means that if you default on your payment terms and the intermediary requests that we cancel your policy, we will do so as your agent.

Complaints

If you are unhappy with the service, you have received and you wish to register a complaint, please give us the opportunity to put matters right by contacting us: -

- FAO: Complaints Manager, Anthony & Co Asset Management Ltd, 4 Troon Close, Bedford, Beds, MK41 8AY 01234 309385 | tony@anthonyandco.co.uk.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service: -

- Financial Ombudsman Service, Exchange Tower, London, E14 9SR
0800 023 4567 | complaint.info@financial-ombudsman.org.uk | www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim. Mortgage advising and arranging is covered up to £85,000. Insurance advising and arranging on compulsory classes of insurance (such as third-party motor and employers' liability), is covered for 100% of the claim, without any upper limit. All other kinds of insurance (such as home, health, travel etc) is covered for 90% of the claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS and can be found at: <https://www.fscs.org.uk/what-we-cover/>.

Client Money

We **do not** handle clients' money. We never accept a cheque made out to us (unless it is in settlement of charges for which we have sent you a bill), nor will we handle cash.

Vulnerable Customers

We seek to deal with all our customers in a manner that is clear, fair and not misleading and in line with the Financial Conduct Authority's new Consumer Duty requirements. Not all applicants for mortgages are vulnerable customers, but there will be occasions where we find ourselves dealing with persons who have specific vulnerabilities. Examples of these might be medical conditions such as issues with hearing or sight, dyslexia or autism. They may also be related to understanding such as language or financial awareness or they may be related to circumstances such as financial problems, divorce or bereavement. We will do what we can to ensure that, if you have a vulnerability, we are able to identify it and make sure that it does not limit the quality of service and advice that you receive from us. Whilst we will work with you to identify any possible vulnerabilities, we strongly encourage you to provide any information to us that may be of relevance to your needs and circumstances as we go through our factfinding process. If at any time you are unsure about the information that we have provided to you, please ask us and we will be happy to take the time to explain further to you. If you believe that you would benefit from having someone to be present with you when we discuss your requirements and make our recommendation, we will be happy to accommodate this.

Other Matters

If you are looking to increase the borrowing on your existing home, you should be aware of the following points:

- You may be able to obtain a further advance from your existing lender.
- You may be able to secure second charge finance.
- You may be able to obtain unsecured loans.

We are not recommending these alternatives but are required by law to make you aware of them.