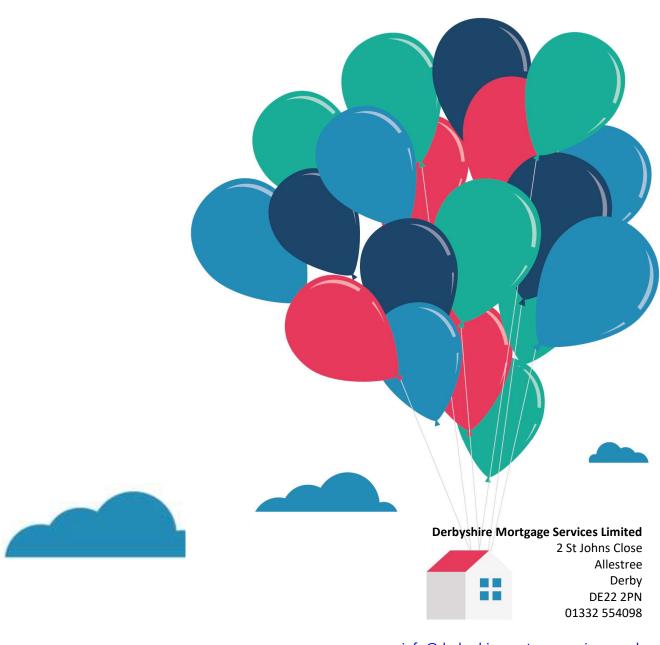


# Our Mortgage Services & Costs



info@derbyshiremortgageservices.co.uk

Company registration number 5462408. Registered in Cardiff Authorised and Regulated by the Financial conduct Authority 436257.



# The Financial Conduct Authority

**Derbyshire Mortgage Services Limited** is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website <a href="https://www.fca.org.uk/firms/systems-reporting/register">www.fca.org.uk/firms/systems-reporting/register</a>. Our Financial Services Register number is 436257

# **Consumer Duty**

Derbyshire Mortgage Services fully complies with the FCA's Consumer Duty, which is to set higher expectations for the standard of care that firms provide to consumers

The Consumer Duty requires firms to:

- ask themselves what outcomes consumers should be able to expect from their products and services
- act to enable rather than hinder these outcomes
- · assess the effectiveness of their actions

In essence, they want to see firms putting themselves in their customers' shoes, asking themselves questions such as 'would I be happy to be treated in the way my firm treats its customers?', or 'would I recommend my firm's products and services to my friends and family?'.



#### Overarching Cross-cutting Rules

Firms must take all reasonable steps to:

- avoid causing foreseeable harm
- enable customers to pursue their financial objectives

Firms must act in good faith toward customers

Four Outcomes for the key elements of the firm-consumer relationship:

- 1. Communications
- 2. Products and Services
- 3. Customer Service
- 4. Price and Value

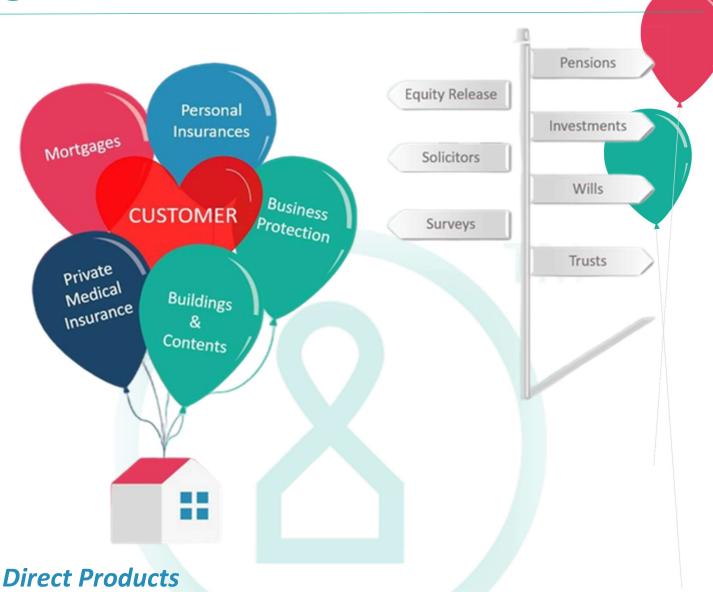
We trust that all our customers do. Should you receive a less than excellent service please do not hesitate to let us know. When you receive excellent service, please tell all your friends and family.

#### **Our Services**

In line with the Consumer Duty, it is important that we not only consider the advice and services we offer directly but also consider any related products that ensure our clients receive a holistic approach to their mortgage journey.

The following diagram shows the products and services we offer and those in addition we may discuss and signpost clients to during our engagement.





For **Mortgages** we are independent mortgage advisers, and we will recommend a mortgage product that is suitable for you following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability.

We will consider all products and lenders that we have access to. This means we will not consider those lenders that are only available by you going direct to them.

Where you are increasing your borrowing, we will consider the merits of both a new first charge mortgage and securing this by an additional mortgage on a second charge basis. You may have the option of a further advance from your existing lender, however, we will only consider this where we are able to deal directly with the lender on your behalf.

It may be in your best interests to explore this option and look at the further alternative of an unsecured loan, as these may be more appropriate for you.



For **Personal Insurances** we are an intermediary and will act on your behalf when providing advice and making our personal recommendations to you. We will do this based on a fair and personal analysis of insurers for life insurance, income protection, critical illness, family income benefit.

For **Business Protection** we are an intermediary and will act on your behalf when providing advice and making our personal recommendations to you. We will do this based on a fair and personal analysis of insurers for relevant life, key person insurance, shareholder protection, loan protection.

For **Private Medical** (personal and business) we are an intermediary and will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. The insurers we consider will be listed to you when we carry out our research.

For **Buildings and Contents Insurance** we are an intermediary and will act on your behalf when providing advice and making our personal recommendations to you. We will do this based on a fair and personal analysis of insurers. The insurers we consider will be listed to you when we carry out our research.

It will be your responsibility to ensure that any policies meet your demands and needs.

# Signposted Services

For **Pensions, Investments, Wills, Trusts, Solicitors, Surveys and Equity Release** we may discuss these products and services through our mortgage consultation, and should we feel that your circumstances would benefit from these then we will signpost you to an appropriate provider. We do not charge for any of these referrals but there may be costs and charges from these providers that they will advise directly.

# The Costs of our Service

We will receive and retain any commission paid by the lender or insurer when your mortgage completes, or insurance policy is placed on risk. This amount will be confirmed by the provider in their disclosure documents. We will not charge you any additional fees for our mortgage or insurance services.

Should you wish, you can request to view the commission rates from each of the providers we have considered at the time that we make our recommendation to you.

The only fee chargeable would be in the generation of a Matrimonial Letter for submission to court. The fee for this would be advised by the broker before preparation of this letter.

# **Our Ethical Policy**

We are committed to providing the highest standard of advice and service possible. The interest of our customers is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon.



# **Vulnerability**

Throughout our lives we all experience circumstances that may lead to use being Vulnerable. Some most they are temporary but for some they may be permanent, and these may not be obvious but can affect our ability to understand or make decisions.

It is important to Derbyshire Mortgage Services that we provide the right advice for your circumstances and that you fully understand the products and services being discussed and the implications you are undertaking throughout the process. Our advisers will endeavour to ensure that all information provided is as simple and easy to understand as possible. Should you feel that you are unclear about anything please do not hesitate to request as much clarification as you require to satisfy your understanding.

The factors considered for Vulnerability can include age; divorce or relationship breakdown; bereavement; bankruptcy or financial hardship; physical or mental health; victim of fraud; dyslexia; language; even moving home due to the increased stress.

Vulnerability does not change the advice being given. But understanding your circumstances is important for our advisers to tailor the presentation of the information and any additional time or support to ensure your understanding of the options and decisions being made.

Please let your adviser know if anything highlighted here could apply to you and agree with them any additional needs you may require. At any point if you are concerned your needs are not being met make your adviser aware or raise this through the management of Derbyshire Mortgage Services.

#### **Cancellation rights**

Certain protection and insurance contracts allow you the right to cancel after a contract has been put in force. Prior to you entering into a contract of protection or insurance we will provide you with specific details should this apply to include: its duration; conditions, practical instructions and any costs for exercising it, together with the consequences of not exercising it.

#### **Instructions**

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

#### **Complaints**

If you wish to register a complaint, please write to **Derbyshire Mortgage Services Limited, 2 St Johns Close, Allestree, Derby DE22 2PN** or telephone **01332 554098**.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> or by contacting them on 0800 023 4567.



# **Compensation Scheme**

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information about the limits applicable to the different product types is available from the FSCS at <a href="http://www.fscs.org.uk/what-we-cover/products">http://www.fscs.org.uk/what-we-cover/products</a>



We may be required to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose, 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.

#### Law

This agreement is governed and shall be construed in accordance with the Law of **England** and the parties shall submit to the exclusive jurisdiction of the **English** Courts.

# Force Majeure

Derbyshire Mortgage Services Limited shall not be in breach of this agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

#### **Termination**

The authority to act on your behalf may be terminated at any time without penalty by either party giving 7 days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.



#### **DECLARATION**

This is our standard agreement upon which we intend to rely. For your own benefit and protection, you should read the terms carefully before signing. If you do not understand any of these, please ask for further information.

Client Name

Client Signature

Dated

**Derbyshire Mortgage Services Limited** 

2 St Johns Close Allestree Derby DE22 2PN 01332 554098

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