

# **Our Services & Costs**

# **About this document**

This document outlines our terms; it is provided to consumers considering financial services and products. You need to read this important document. It explains the service we provide and the costs associated.

By choosing to transact business with us, you are agreeing to accept and be bound by the terms included in this document.

#### How we are regulated

Belvide Finance Limited is an appointed representative of Andrewnolanmortgages Limited who are 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="www.fca.org.uk/firms/systems-reporting/register">www.fca.org.uk/firms/systems-reporting/register</a>. Their FCA number is 918720 and ours is 440964

#### Our company

Belvide Finance Limited of 6 Carter Avenue, Codsall, WV8 1HQ trades as a Limited Company and our registration number is 11169877

We offer an advised service for mortgages and insurance. This means that we will provide you with a recommendation for you after we have assessed your needs.

We offer advised only services for equity release products. We do not provide advice relating to home reversion plans.

If you are purchasing (or remortgaging) a buy to let property, we will only advise you on the mortgage arrangements; we will not provide advice on the tax or investment elements of the transaction. Should you require tax or investment advice, you should seek this from a suitably authorised and qualified individual.

# How we use your data

As part of our advisory process, we will ask you a number of questions that relate to your personal and financial circumstances, including questions regarding potentially sensitive personal data such as physical and mental health questions.

Only information that is relevant to your financial planning needs will be gathered and stored. Full details of the information gathered and how we use your information is included in our Privacy Notice.

Information is gathered on a 'contractual' basis, which means that we will ask for relevant information to ensure we are able to carry out our responsibilities under the terms of this agreement.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the Financial Conduct Authority or any other statutory, governmental or regulatory body for legitimate purposes including where relevant to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We will retain this information for as long as is necessary to fulfil our regulatory and legal responsibilities, this includes for the purpose of defending any future complaints that may arise and to assist you to understand the products you have purchased should your own records be unavailable. The retention of this data can also be beneficial for the purpose of assisting you with future insurance claims (should you have purchased a product from us).

We will treat all personal data and sensitive personal data as confidential. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Full details of how we use your personal data is contained in our Privacy Notice.

We have also taken measures to safeguard against unauthorised, or unlawful processing and accidental loss or destruction or damage to the data.

# **Insurance products**

We offer products from a range of insurers for pure protection (non-investment) insurance contracts. For example; life, critical illness and income protection insurances.

We offer products based upon a fair analysis of general insurance providers for:

- Property, contents, personal possessions cover
- Accident, sickness & unemployment cover

A list of the insurers with whom we transact business is available on request.

# Mortgage (home finance) products

We offer a comprehensive range of first charge & second charge mortgages from across the market, but not deals that you can only obtain by going direct to a lender. A list of the lenders that we provide advice from is available on request.

#### **Lifetime Mortgage products**

We offer a comprehensive range of lifetime mortgages from across the market, but not deals that you can only obtain by going direct to a lender. A list of the lenders that we provide advice from is available on request.

We are limited to only providing lifetime mortgages and do not offer home reversion plans.

# **Equity Release Council membership**

We are pleased to confirm that Belvide Finance Limited is a voluntary member of The Equity Release Council.

The Equity Release Council exists to promote high standards of conduct and practice in the provision of equity release advice.

As a dedicated member, we will

- Ensure that all of our actions promote public confidence in equity release as a potential retirement solution
- Act at all times with the utmost good faith
- Communicate high expectations for equity release outcomes in all our dealings
- Ensure conflicts of interest are managed fairly and reduced to the lowest practical level
- Exercise due skill, care and diligence in all that we do and uphold the standards set out by our professional bodies at all times
- Always act with the best interests of our clients being paramount, treating customers fairly in all our actions.

In addition, we have voluntarily adopted further safeguards. These are set out in the Rules & Guidance which are available on The Equity Release Council website

www.equityreleasecouncil.com/standards/rules-and-guidance/.

These rules and guidelines are designed to give you confidence in the products and services we provide. These further safeguards include product standards and a requirement for all customers to receive independent legal advice when taking out an equity release product.

# Mortgage regulation

Some mortgages are regulated by the Financial Conduct Authority (FCA) and some are not

- Residential mortgages are regulated by the FCA
- Buy-to-let mortgages are not normally regulated by the FCA
- Some buy-to-let transactions, however, are defined as "consumer buy-to-let" - we will advise you if this applies to your application.

# Additional buy to let disclosures

By proceeding to supply your personal details as part of our 'fact finding' process, you are also agreeing

- The property is being purchased wholly, or predominantly for business purposes.
- You are applying for the mortgage with the sole intention to let the property/properties out
- You understand that, a family member cannot reside in the property under any circumstances.
- You understand that, if there is a change in your circumstances and you consider living in the property at any time in the future, you are responsible for advising the lender of this.
- You understand that, should you decide not to let the property, you may be obliged to either repay the loan in full or transfer the mortgage to a product suitable for residential purposes.
- You understand that it is a breach of the terms and conditions of the mortgage to live in the property and fail to inform the lender of this.

# Increasing borrowing on a property

If you are looking to increase the borrowing on a property, the following alternative finance options may be appropriate for you:

- Further advance from your existing lender
- Second charge mortgage
- A new first charge mortgage
- Unsecured lending.

We do not offer advice on unsecured lending.

# What we will do

- Communicate clearly, promptly and in plain English
- Explain all costs involved before they are incurred
- Evaluate your needs before making a recommendation
- Review the market from our list of providers to recommend the most suitable product and provider for your needs and circumstances
- Deal with reputable providers of mortgage and insurance products; however, we cannot be responsible for their levels of service, including any delays in processing of your application caused by the product provider. Of course, we will work to mitigate these wherever possible.

### What we will not do

- Provide a decision in principal before conducting a thorough review of your circumstances and needs (fact find) and obtaining sufficient supporting information
- Cause you to incur a credit search without first notifying you
- Act without first obtaining your permission to do so
- Cause you to incur costs without your prior agreement to proceed.

# How we will operate

During our initial consultation we will complete a client questionnaire (fact find) to enable us to better understand your circumstances and your needs; this enables us to give appropriate advice on your mortgage and/or insurance needs. A copy of this questionnaire is available for you to review upon request.

We will subsequently conduct research to establish what products are most appropriate for your needs and make these recommendations to you. These recommendations will be confirmed in writing as the advice we provided.

You will also be provided an illustration regarding the product(s) recommended.

#### Costs

#### Insurance

- No fee is payable for our service in relation to insurance contracts
- We will be paid commission by the insurer.

#### **Home finance products**

We normally charge a fee of £150 on application and £495 on completion. This will be confirmed in the fee agreement we will ask you to sign. We will also be paid commission by the lender; the amount of the commission due to be paid is available upon request and will be disclosed via the mortgage illustration

#### Lifetime Mortgage products

We normally charge a fee of £150 on application and £845 on completion. This will be confirmed in the fee agreement we will ask you to sign. We will also be paid commission by the lender; the amount of the commission due to be paid is available upon request and will be disclosed via the mortgage illustration

#### Refund of fees

Please note our fee will still be charged should the lender reject your application due to you not disclosing any material information about your personal situation. It should also be noted we do not provide a refund should you decide not to proceed with the loan after we have made a recommendation to you.

#### Complaints

If you wish to register a complaint about Belvide Finance Limited, please contact

- In writing: Andrewnolanmortgages Ltd 22
  Queens Road, Hale, Altrincham, WE15 9HE
- By phone: 0800 2851494

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.

#### Your responsibilities

It is your responsibility to deal with us in an honest and transparent manner. Failure to disclose key facts that relate to your personal circumstances could significantly influence the advice given. In some circumstances failure to disclose information could impact upon your ability to obtain the most suitable product and could even invalidate the product, such as in the event it is interpreted as material non-disclosure that could be considered to be a fraudulent act.

If you have any doubts as to whether you should disclose a matter it is better to notify the provider and allow them to make an informed decision.

It is also your responsibility to check that the product provided is as you expected, therefore you should check the application and 'offer' document on a mortgage and the application and policy document on an insurance policy. If it is not as expected, please notify your adviser immediately.

# Financial Services Compensation Scheme (FSCS)

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>

# **Cancellation rights**

Depending on the product provided you will have different cancellation rights; these will be explained to you as part of our advisory process and will be disclosed to you by the provider in their communications also. It is your responsibility, however, to exercise these rights in a timely fashion; we cannot do this on your behalf.

# **Instructions**

We will normally accept your instructions verbally or in writing; however, we always recommend that all instructions are provided in writing for the avoidance of misunderstandings.

# Client money

**WE DO NOT HANDLE CLIENT MONEY.** We will not accept any cheque other than for the payment of your fee, any third party payments must be made by you to them. Under no circumstances will we handle cash.

#### **Conflicts of interest**

We undertake not to transact business where we believe that to do so could result in a conflict of interest.

Where we believe that our interests conflict we will notify you in writing first and outline the basis upon which we are prepared to proceed. The decision to proceed will be yours however.

#### Declarations

By proceeding to supply your personal details as part of our 'fact finding' process, you are agreeing

- 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.
- To be bound by the terms and conditions of this agreement.
- That, where appropriate, we may forward your information on to, necessary, 'third parties,' such as lenders and insurance providers, to facilitate the provision of any products as agreed with you.
- That, the lender or insurer we approach on your behalf, may conduct a credit search.
- To pay the fee disclosed within the separate fee agreement when it becomes due.

Client 1		
Signature		
Date		
Date		
Client 2		
Signature		
Date		