

# **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 Andrew Nolan Mortgages 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

www.fca.org.uk/firms/systems-reporting/register. Their FCA number is 918720 and ours is 440964

## Mortgage regulation

Some mortgages are regulated by the Financial Conduct Authority (FCA)

- Residential mortgages
- Equity Release mortgages
- Some buy-to-let transactions which are defined as "consumer buy-to-let" - we will advise if this is the case

#### Our Services

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

For Residential mortgages, Consumer Buy to lets and Equity Release products, 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 may 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 non-investment protection contracts we are an intermediary and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection, critical illness.

For general insurance contracts 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. It will be your responsibility to ensure the policy meets your demands and needs for building and/or contents, private medical insurance, accident sickness and unemployment.

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.

# The Equity Release Council & Equity Release

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

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- 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.

For Equity Release Products we are limited to only providing lifetime mortgages and do not offer home reversion plans.

## "Consumer buy to let "disclosures

If we are proceeding on a Consumer buy to let basis you confirm that

- You are applying for the mortgage with the sole intention to let the property/properties out
- You understand that normally a family member cannot reside in the property under normal circumstances, unless the Buy to let mortgage is classed as regulated.
- 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.
- 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

#### 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.

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Residential Mortgages & Consumer Buy to lets - 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

**Equity Release 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: Andrew Nolan Mortgages 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.

## 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;
- seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

## 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>

## 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 Verification**

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

Belvide Finance 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.

## Law

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.

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