



# **ACTIVE MORTGAGE CO.LIMITED**

## **Terms Of Business And Commitment To You**



Active Mortgage Co. Limited are award-winning specialist mortgage and finance advisers.

We 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 <https://register.fca.org.uk/s/> or by contacting the FCA on 0800 111 6768.

Our Financial Services Register number is 488342.

Active Mortgage Co. Limited operates the following trading names:

- Active Mortgages
- Active Financial
- Active Commercial
- Active Insurance

## Our Services

### Residential 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.

### Let To Buy Mortgages



We are independent mortgage advisers, and we will recommend a Let to Buy 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. You should always explore this option in the first instance and look at the further alternative of an unsecured loan, as these may be more appropriate for you.

When selecting a lender, we will not consider those that are only available by you going direct to them. A full list of the lenders is available upon request.

### **Buy To Let Mortgages, House of Multiple Occupancy, Multi-Unit Freehold Block & Expats**

An Investment Buy to Let mortgage is where the borrower is acting by way of business and is not regulated by the FCA and therefore the provision of our service does not hold this additional level of consumer protection, unlike for residential mortgages.

We will however always act in your best interests when providing you with advice and source lenders from the market that are suitable based on your requirements. When the preferred lender has been recommended, we will provide you with information about the product to ensure you understand your responsibilities and commitments to the lender before proceeding.

Our aim is to provide you with a professional and confidential service that delivers the highest possible standards.

### **Bridging loan, Commercial & Development Finance**

A commercial bridging loan, commercial & development finance are not regulated by the FCA and therefore the provision of our service does not hold this additional level of consumer protection, unlike for residential mortgages.

We will however always act in your best interests when providing you with advice and source lenders from the market that are suitable based on your requirements. When the preferred lender has been recommended, we will provide you with information about the product to ensure you understand your responsibilities and commitments to the lender before proceeding.

Our aim is to provide you with a professional and confidential service that delivers the highest possible standards.



## **Non-Investment Protection and General Insurance Contracts**

For protection and insurance contracts we are an independent 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, family income benefit, critical illness building and/or contents and accident sickness and unemployment.

For private medical insurance, we use a limited panel of insurers.

All information we provide will be made clear and accessible to you. You will also be given the choice to receive the information in paper format, free of charge. If you would like a paper copy at any time then please let us know.

## **Ongoing Service**

We aim to service your future needs in the following ways:

- Future mortgage applications.
- Notification of product expiries.
- Processing of further advances and product transfers.
- Referral to appropriate advisers for your insurance needs and other requirements such as pensions, wills and trusts and tax advice.
- Information about, and access to, new and exclusive products and services.

However, unless agreed otherwise in writing we will not be obliged to review in the future any product or policy that we have arranged for you.

**Please Note:** We do not provide advice on pensions or investments, however, can refer you to an Independent Financial Adviser if you need advice in these areas.



## Fees

Product	Standard Circumstances	Complex Circumstances
Residential Mortgage	£500	£1,000
Let To Buy Mortgage (2 Mortgages)	£1,250	£1,750
Buy To Let Mortgage	£750	£1,000
House of Multiple Occupancy, Multi-Unit Freehold Block & Expats	£1,000	£1,500
Bridging Loan	£1,250	£1,750
Commercial & Development Finance	£1,000	£2,000

Complex cases are usually charged a higher fee; all fees are confirmed in writing before any work commences.

We always charge a fixed fee; we do not charge 'percentage of the loan' fees. This way our fees are transparent, and you always know exactly what the fee will be, no matter the size of the loan.

Our fees are based upon the type of mortgage or loan and the lender we have recommended.

## Fee Summary

We will agree the fee with you prior to the commencement of any work during the initial strategy call and will be confirmed on your fee agreement prior to commencement of any work.

We always source a mortgage to fit your requirements and not based on the fees that the lender may pay us.

We will arrange product transfers on the same property for no further fees if a commission is payable by the lender. If a commission isn't paid by the lender a fee may be charged by mutual agreement and will always be agreed in writing beforehand.

Our fees are usually split throughout the process of your application, we will confirm in writing the breakdown before commencement of any work:

1. Assessment fee - payable prior to researching a lender and making a recommendation.
2. Application fee - payable upon submission of the mortgage application to the lender.
3. Offer fee - payable upon receipt of the mortgage offer from lender.



Fees may vary depending on your personal circumstances, for example if you are an existing client seeking a new mortgage vs. a product transfer with the same lender.

We will receive and retain any commission from the lender when your mortgage completes. This amount will be confirmed by the lender in their disclosure document.

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.

### **Residential Mortgages**

For advising and arranging on a Residential mortgage we typically charge a fee between £0 and £1,000. The exact fee depends on the complexity of the work involved. An example of circumstances is:

- Standard – Employed.
- Complex – Self-Employed, Adverse credit.

### **Let to Buy Mortgages**

For advising and arranging a Let to Buy mortgage on your current home AND a residential mortgage we typically charge a fee between £1,250 and £1,750. The exact fee depends on the complexity of the work involved. An example of circumstances is:

- Standard – Employed.
- Complex – Self-Employed, Adverse credit.

### **Buy To Let Mortgages**

For arranging a Buy To Let mortgage we typically charge a fee between £750 and £1,000. The exact fee depends on the complexity of the work involved. An example of circumstances is:

- Standard – Individual Name.
- Complex – Limited Company.

### **House of Multiple Occupancy (HMO), Multi-Unit Freehold Block (MUFB) & Expats**

For arranging a Buy To Let mortgage we typically charge a fee between £1,000 and £1,500. The exact fee depends on the complexity of the work involved. An example of circumstances is:

- Standard – HMO up to 5 bedrooms.
- Complex – HMO over 5 bedrooms, MUFB & Expats.

### **Bridging Loan**

For arranging Bridging loan, we typically charge a fee between £1,250 and £1,750. The exact fee depends on the complexity of the work involved. An example of circumstances is:



- Standard – Light Bridging.
- Complex – Limited Company Name, Expats.

## **Commercial & Development Finance**

For arranging commercial or development finance we typically charge a fee between £1,000 and £2,000. The exact fee depends on the complexity of the work involved. An example of circumstances is:

- Standard – Land Development.
- Complex – Commercial Property, industrial unit development.

## **Late Payment**

In the event of late payment of the fees stated in the fee agreement we reserve the right to charge the client interest in respect of any sum due under this agreement at a rate of 2% per annum above the Barclays bank base rate from the due date. We also reserve the right to charge any fees incurred in recovering monies owed to us.

## **Refund of fees**

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

## **Non-Investment Protection and General Insurance Contracts**

We do not charge a fee as we will receive commission from the provider/insurer which is a percentage of the total premium and is received after the policy has been placed on risk.

## **What we don't do**

- Transact business where our advice is ignored.
- Arrange bridging loans with no clear exit strategy or a lack of appropriate income or experience for any exit finance.
- Any form of self-certification mortgage; in all cases we require evidence of income or savings.
- Applications where the deposit source is not clear or comes from an unrelated third party; in all cases we will require evidence of deposit.

## **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.

## **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 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 contact us in writing at Active Financial Limited, Complaints Department, (DBS Data) Buckingham Court, Dairy Road, Chelmsford CM2 6XW or by phone on 01245 850165.

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 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) 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.

## **Regulated Mortgages**



Mortgage advising and arranging is covered up to a maximum limit of £85,000. Further information about the compensation scheme arrangements is available from the FSCS.

### **Insurance**

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Where the firm has not taken steps and caused a contract not to be affected by an Insurer on a Pure Protection Policy or General Insurance claim arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, then 100% of the claim is covered.

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

## **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**

Active Mortgage Co. 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.

## **Ongoing Contact**



Active Mortgage Co. Limited would like to stay in contact with you for the delivery of financial services we offer, to contact you regarding those services, and should you agree that we may do so, to keep you informed of business and property news and market information or related services we believe may be of interest to you.

Your information will be held electronically by Active Mortgage Co. Limited, which is a processor of information for all the trading brands owned by Active Mortgage Co. Limited.

We will be processing all personal information in accordance with current Data Protection legislation. Full information is available in our Privacy Policy.

1. We/I am aware of our/my rights under GDPR and are giving express consent to essential contact in relation to our/my future financial requirements.
2. We/I understand Active Mortgages may wish to use our/my information to contact us/me from time to time (e.g., when your interest mortgage rate expires), to give us/me details of products and services, which they provide.
3. We/I am giving consent for Active Mortgages to hold our/my personal data as contained within the client record and to share it with other companies for the express purpose of arranging and administering financial, mortgage and insurance related products.
4. We/I understand we have the right to request to access the information that Active Mortgages hold on us/me.

The Active Mortgage Co. Limited promise is to not spam you or send you information that we do not deem appropriate.

We will also not share your information with any other company without your consent.

#### **My communication preferences:**

- Telephone
- Email
- SMS
- Post

## **Privacy Notice**

#### **Why should you read this document?**

While dealing with us, we will ask you to provide us with detailed personal information relating to your existing circumstances, your financial situation and, in some cases, your health and family health history (**Your Personal Data**). This document is important as it allows us to explain to you that we will need to do with Your Personal Data, and the various rights you have in relation to Your Personal Data.



## **What do we mean by “Your Personal Data”?**

Your Personal Data means any information that describes or relates to your personal circumstances. Your Personal Data may identify you directly, for example your name, address, date of birth, national insurance number. Your Personal Data may also identify you indirectly, for example, your employment situation, your physical and mental health history, or any other information that could be associated with your cultural or social identity.

In the context of providing, you with assistance in relation to your Mortgage, Finance and/or Insurance requirements Your Personal Data may include:

- Title, name, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify your identity
- Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits), employment history
- Bank account details, tax information, loans and credit commitments, personal credit history, sources of income and expenditure, family circumstances and details of dependents
- Health status and history, details of treatment and prognosis, medical reports (further details are provided below specifically about the processing we may undertake in relation to this type of information)
- Any pre-existing mortgage, finance and/or insurance products and the terms and conditions relating to these

## **The basis upon which our firm will deal with Your Personal Data**

When we speak with you about your mortgage, finance and/or insurance requirements we do so on the basis that both parties are entering a contract for the supply of services.

To perform that contract, and to arrange the products you require, we have the right to use Your Personal Data for the purposes detailed below.

Alternatively, either during initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use Your Personal Data provided it is in our legitimate business interest to do so and your rights are not affected. For example, we may need to respond to requests from mortgage lenders, insurance providers and our Compliance Service Provider relating to the advice we have given to you, or to contact you to seek feedback on the service you received.

On occasion, we will use Your Personal Data for contractual responsibilities we may owe our regulator, The Financial Conduct Authority, or for wider compliance with any legal or regulatory obligation to which we might be subject. In such circumstances, we would be processing Your Personal Data in order to meet a legal, compliance or other regulatory obligation to which we are subject.



## **The basis upon which we will process certain parts of Your Personal Data**

Where you ask us to assist you with for example your insurance, in particular life insurance and insurance that may assist you in the event of an accident or illness, we will ask you information about your ethnic origin, your health and medical history (**Your Special Data**). We will record and use Your Special Data in order to make enquiries of insurance providers in relation to insurance products that may meet your needs and to provide you with advice regarding the suitability of any product that may be available to you.

If you have parental responsibility for children under the age of 13, it is also very likely that we will record information on our systems that relates to those children and potentially, to their Special Data.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together "**Criminal Disclosures**"). This is relevant to insurance related activities such as underwriting, claims and fraud management.

We will use special Data and any Criminal Disclosures in the same way as Your Personal Data generally, as set out in this Privacy Notice.

Information on Special Category Data and Criminal Disclosures must be capable of being exchanged freely between insurance intermediaries such as our Firm, and insurance providers, to enable customers to secure the important insurance protection that their needs require.

## **How do we collect Your Personal Data?**

We will collect and record Your Personal Data from a variety of sources, but mainly directly from you. You will usually provide information during our initial meetings or conversations with you to establish your circumstances and needs and preferences in relation to mortgages, finance, and insurance. You will provide information to us verbally and in writing, including email.

We may also obtain some information from third parties, for example, credit checks, information from your employer, and searches of information in the public domain such as the voter's roll. If we use technology solutions to assist in the collection of Your Personal Data for example software that can verify your credit status. We will only do this if we have consent from you for us or our nominated processor to access your information in this manner. With regards to electronic ID checks we would not require your consent but will inform you of how such software operates and the purpose for which it is used.

## **What happens to Your Personal Data when it is disclosed to us?**

While handling Your Personal Data, we will:

- Record and store Your Personal Data in our paper files, mobile devices and on our computer systems *websites, email, hard drives, and cloud facilities*. This information can only be accessed by employees and



consultants within our firm and only when it is necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service.

- Submit Your Personal Data to Product Providers, Mortgage Lenders, Commercial Lenders and/or Insurance Product providers, both in paper form and on-line via a secure portal. The provision of this information to a third party is essential in allowing us to progress any enquiry or application made on your behalf and to deal with any additional questions or administrative issues that lenders and providers may raise.
- Use Your Personal Data for the purposes of responding to any queries you may have in relation to any mortgage, finance product or insurance policy you may take out, or to inform you of any developments in relation to those products and/or polices of which we might become aware.

### **Sharing Your Personal Data**

From time to time Your Personal Data will be shared with:

- Mortgage lenders, Finance lenders and Insurance providers.
- Third parties who we believe will be able to assist us with your enquiry or application, or who are able to support your needs as identified. These third parties will include but may not be limited to, our compliance advisers, product specialists, estate agents, providers of legal services such as estate planners, conveyancing, surveyors, and valuers (in each case where we believe this to be required due to your particular circumstances).

In each case, Your Personal Data will only be shared for the purposes set out in this Customer Privacy Notice, i.e., to progress your investment/mortgage/finance and/or insurance (delete as appropriate) enquiry and to provide you with our professional services.

Please note that this sharing of Your Personal Data does not entitle such third parties to send you marketing or promotional messages: it is shared to ensure we can adequately fulfil our responsibilities to you, and as otherwise set out in this Customer Privacy Notice.

### **Security and retention of Your Personal Data**

Your privacy is important to us and we will keep Your Personal Data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard Your Personal Data against it being accessed unlawfully or maliciously by a third party.

We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us.



Your Personal Data will be retained by us either electronically or in paper format for a minimum of six years, or in instances whereby we have legal right to such information we will retain records indefinitely.

### **Your rights in relation to Your Personal Data**

You can:

- request copies of Your Personal Data that is under our control
- ask us to further explain how we use Your Personal Data
- ask us to correct, delete or require us to restrict or stop using Your Personal Data (details as to the extent to which we can do this will be provided at the time of any such request)
- ask us to send an electronic copy of Your Personal Data to another organisation should you wish
- change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety)

### **How to contact our Firm in relation to the use of Your Personal Data**

If you have any questions or comments about this document, or wish to make contact to exercise any of your rights set out within it please contact:

Data Protection Officer  
Active Financial  
(DBS Data) 1 Buckingham Court,  
Dairy Road  
Chelmsford  
CM2 6XW

If we feel we have a legal right not to deal with your request, or to action, it in different way to how you have requested, we will inform you of this at the time.

You should also contact us as soon as possible on you becoming aware of any unauthorised disclosure of Your Personal Data, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled Your Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <https://ico.org.uk/global/contact-us/> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

### **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.

(Applicant One)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Applicant Two)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_