



# Terms of Business

Winwell Financial Consultancy  
7 Wades Hill, Winchmore Hill, N21 1BD

- This document sets out the terms of business between our firm (as an Appointed Representative) and its clients
- These 'Terms of Business' apply until further notice and must be read in conjunction with the 'Guide To Our Mortgage and Protection Services'. In case of any ambiguity between the documents, this 'Terms of Business' will take precedent
- Either we or you can end these terms at any time, without penalty and this will not affect any outstanding transactions being carried out on your behalf

Winwell Financial Consultancy is an Appointed Representative of Quilter Mortgage Planning, who are authorised and regulated in the UK by the Financial Conduct Authority.

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## Confirmation Of My Advice Areas

<b>Insurance</b>	
<input checked="" type="checkbox"/>	I will advise and make a recommendation for you after I have assessed your needs for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance as an insurance intermediary.
<input type="checkbox"/>	You will not receive advice or a recommendation from me. I may ask some questions to narrow down the selection of products that I will provide details on. You will then need to make your own choice about how to proceed.
<b>Mortgages</b>	
<input checked="" type="checkbox"/>	I will advise and make a recommendation for you after I have assessed your needs.
<input type="checkbox"/>	You will not receive advice or a recommendation from me. I may ask some questions to narrow down the selection of products that I will provide details on. You will then need to make your own choice about how to proceed.

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## Confirmation Of Whose Products I Offer

Insurance	
<input type="checkbox"/>	We offer Life, Critical Illness, Private Medical Insurance, Income Protection, Whole of Life and General Insurance products from a range of insurers.
<input checked="" type="checkbox"/>	We offer products from the whole of the market based on a fair and personal analysis of the market for Private Medical Insurance.
<input checked="" type="checkbox"/>	We offer products from a range of insurers based on a fair and personal analysis of the market for Life, Critical Illness, Income Protection and Whole of Life Insurance products from a panel of leading insurers. Ask us for a list of insurers we offer insurance from.
<input checked="" type="checkbox"/>	We offer General insurance* products from Paymentsshield. *If Paymentsshield cannot insure you for Buildings and Contents, we may use a range of other providers.
Mortgages	
<input checked="" type="checkbox"/>	<p><b>Residential</b></p> <p>We offer a mortgage review service that is representative of the whole of the market, but not deals that you can only obtain by going direct to a lender.</p> <p>We do not provide advice on 2nd charge mortgages or bridging loans. Where customers have a need for these types of loan we will refer you to a specialist broker.</p>
<input checked="" type="checkbox"/>	<p><b>Business Buy-To-Let; Consumer Buy-To-let</b></p> <p>We offer a mortgage review service that is representative of the whole of the market, but not deals that you can only obtain by going direct to a lender.</p> <p>We do not provide advice on 2nd charge mortgages or bridging loans. Where customers have a need for these types of loan we will refer you to a specialist broker.</p>
<input type="checkbox"/>	We only offer mortgages from a limited number of lenders.
<input type="checkbox"/>	We only offer mortgages from a single lender

### Unregulated Mortgages

It is important to point out that not all mortgage loans and services are regulated by the Financial Conduct Authority. Some of the advice and services we provide may relate to loans which are either unregulated or have limited consumer protection.

We will confirm to you if any product we are recommending is not regulated by the FCA.

You should note that if we are arranging a 'Buy-to-Let' mortgage for you, it is very important to understand that very few Buy-to-Let mortgages are regulated by the Financial Conduct Authority (FCA).

We will confirm to you if any product we are recommending is a Business Loan; a Business Buy-to-Let; or a Consumer Buy-to-let loan.

## What You Will Pay For My Services

Insurance	
<input type="checkbox"/>	A fee.
<input checked="" type="checkbox"/>	No fee for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance. We will be paid by commission from the company, that has already been included in the premium.
You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.	
Mortgages	
<input type="checkbox"/>	<p>No fee. We will be paid by commission from the lender.</p> <p>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.</p> <p><b>NB- The amount of commission will vary depending on individual circumstances; the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</b></p>
<input checked="" type="checkbox"/>	<p><b>For residential mortgages:</b></p> <p>We charge a fee of £445. This fee is for advice, research, recommendation, implementation (e.g. application, administration of arranging the loan). We will also be paid by commission from the lender.</p> <p><u>Our fee is payable on offer of mortgage.</u></p> <p>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.</p> <p><b>NB- The amount of commission will vary depending on individual circumstances; the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</b></p>
<input checked="" type="checkbox"/>	<p><b>Business Buy-To-Let; Consumer Buy-To-let:</b></p> <p>We charge a fee of £445. This fee is for advice, research, recommendation, implementation (e.g. application, administration of arranging the loan). We will also be paid by commission from the lender.</p> <p><u>Our fee is payable on offer of mortgage.</u></p> <p>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.</p> <p><b>NB- The amount of commission will vary depending on individual circumstances; the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</b></p>

<input checked="" type="checkbox"/>	<p>If you ask us to refer you to a specialist broker for 2nd charge lending we will receive a payment from the broker if they arrange a loan for you. The amount of the payment will vary according to circumstances but will typically be 0.5% of the loan amount i.e. £250,000 loan would be £1,250.</p>
<p>You will receive a mortgage illustration when considering a particular mortgage, which will tell you about any fees relating to it.</p>	
<p><b>Refund of mortgage fees</b></p>	
<p>If we charge you a fee, and your mortgage does not go ahead, you will receive:</p>	
<input checked="" type="checkbox"/>	<p>No refund.</p>

### Minimum Fees & VAT

The fees outlined above are NOT be subject to VAT.

Any variation to this amount will be confirmed in writing to you before proceeding further. This may be for example for larger or more complex loans, or where your personal situation is more complex regarding income sources, taxation, residence and credit rating.

## Ongoing Services & Fees

Set out below are the details for the ongoing service that we deliver to our clients. You can if you wish to, add or enhance levels of service with your adviser if you feel appropriate (usually for an agreed fee).

There is no fee for the following level of service, as we will have been paid commission from the mortgage lender or insurance provider at inception of your mortgage or protection plans.

1. **Communication** - In order to provide you with a high quality service we may want to contact you regarding items we consider are of interest to you, or to make you aware of new opportunities. If this happens, we would like to contact you
2. **Protection** - It is important to ensure your current protection plans and provisions remain in line with your requirements, which may change over time.
3. **Mortgages** - If we do not review your borrowing, you may end up paying more than you need to for your loans. We aim to contact you before any special terms of your mortgage expire. Ideally this will be 6 months beforehand. We encourage you to contact us should your financial circumstances change in the meantime.

We will make reasonable endeavors to contact you. Please be aware that should we not be able to review your mortgage before the end of any special term, this may result in you paying considerably more for your loan.

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## Other Important Information We Feel You Ought To Know

### If You Are Not Happy With Our Service

If you have a complaint about your Adviser or any financial advice you have received from your Adviser please contact us:

In writing:

Quilter Financial Planning Complaints Department  
Riverside House  
The Waterfront  
Newcastle upon Tyne  
NE15 8NY

Email: [QFPcomplaints@quilter.com](mailto:QFPcomplaints@quilter.com)

Tel: 0191 241 0700

We will be happy to provide you with a summary of the internal procedures for handling complaints, this is available without charge upon request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (e.g. if we arranged insurance or a regulated mortgage product).

The Financial Ombudsman Service can be contacted as follows: The Financial Ombudsman Service, Exchange Tower. London E14 9SR

Telephone: 0300 1239123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

You should note that if your Buy-to-Let Mortgage is not regulated by the FCA, you will NOT be entitled to refer the complaint to the Financial Ombudsman Service.

This is the current process. Should it change we will notify you the next time we meet by issuing you with an updated version of this document. If however, you want to have the updated version sooner you can request them at any time and I will provide you with the updated compensation process.

### Our Regulator - The Financial Conduct Authority

We are an appointed representative of Quilter Mortgage Planning Limited (FCA Register number 440718) which are authorised and regulated by the Financial Conduct Authority. Registered Office: Wiltshire Court, Farnsby Street, Swindon, Wilts. SN1 5AH.

The permitted business of Quilter Mortgage Planning Limited is advising on and arranging pensions, investments, mortgages, life assurance and general insurance.

You can check this on the FCA's Register by visiting the FCA's website [www.FCA.org.uk/register](http://www.FCA.org.uk/register) or by contacting the FCA on 0300 500 8082.

The FCA address is: 12 Endeavour Square, London. E20 1JN

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## Client Classification Levels For Your Protection

The FCA has rules which affect the rights you have as a customer. In our dealings with you we will be representing you as the customer, rather than acting on behalf of an insurer.

We classify all our individual customers as 'retail' customers. The range of financial products and investments we recommend are tailored to meet the needs of retail customers. You will have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS). These rights will apply to the provision of the advice we provide.

In most cases these rights will also apply to the products we recommend. However there are some exemptions for specialist products such as Enterprise Investment Schemes and Venture Capital Trusts. Your adviser will let you know if the product recommended will not have rights under the FOS or FSCS.

There are other classifications of customer that don't have these rights. These are "professional" customers and "eligible counterparties".

You have the right to be classified as a professional client and revoke this status on request. Should you feel you have the skills knowledge and experience to be a Professional client and don't wish to have the same protection afforded to retail clients, please let me know and we will complete the forms necessary to reclassify you.

If you have any questions regarding your classification (e.g. if you are a large company), please write to Quilter Financial Planning Compliance Department, Wiltshire Court, Farnsby Street, Swindon. SN1 5AH or to the Financial Ombudsman Service and FSCS.

## Client Money Peace Of Mind

We do not handle Client Money. We never handle cash and will only accept a cheque made out to us in settlement of Advice and Service Charges. Our preferred method of payment is via bank transfer.

## Your Duty of Disclosure

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance, mortgage, or investment related plans).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

## Paying For Advised Services

Full details of the final Advice will be provided in the Suitability Advice Report. Details of any fees payable and future service agreements will be provided in the '**Authority to Proceed**' document prepared for you by your Adviser. You will be asked to sign and return a copy of this document to confirm your understanding and acceptance of the arrangements.

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**Language**

Unless agreed by us at outset all communication will be completed in English. We will communicate in a manner that is convenient to you, this could include Face-to-Face meetings, Post, E-mail and by telephone.

**Overseas permissions**

Mortgage Advice: All advice will be conducted in the UK. We do not have permissions to give advice when either you or I are located in any overseas location regardless of whether that location is in the European Economic Area (EEA) or not.

Protection Advice: All advice will be conducted in the UK. We do not have permissions to give advice when either you or I are located in any overseas location regardless of whether that location is in the European Economic Area (EEA) or not.

**Timing of Reports**

Mortgage Advice: I will send you a Suitability Advice Report setting out the reasons for my recommendation within 15 days of making that recommendation.

Protection Advice: I will send you a Demands and Needs statement setting out the reasons for my recommendation, before the policy starts. If I am advising you by telephone, and the policy starts on the same day the Demands and Needs statement will be sent by the end of the next working day.

If you would like this in an alternative format e.g. Braille, Moon, Clear and Large Print, Audio documents (Cassette, CD, MP3 or Wav) or any other languages please let me know.

**VAT**

The service we provide is described as an 'intermediation' service. This means we provide advice with the intention of acting between you and a product provider to arrange a financial product or service. If we did not do this we would be liable for VAT on the fees charged. VAT is not applicable on the fees we charge for intermediation services. In arranging the sale of retail financial products an adviser fee made for advice, even if you decide not to proceed with the purchase of the recommended product, will remain VAT free where the adviser has provided you with full advice services up to that point, including all relevant documentation.

In the event that the advice services we provide become ancillary to our intermediation services, VAT may become chargeable (e.g. we review your entire financial circumstances but make no or limited recommendations).

Should this change in the future, and where VAT becomes due, we will notify you before conducting any further work. In any case, where VAT is payable on our services it will be charged in addition to the agreed fee.

**Declaration of Other Interests**

Quilter Financial Planning has a number of payment arrangements with various product providers to facilitate adviser learning and enhance the outcomes for our customers. Further details are available on request.

To ensure that customer interests are always put first, we operate a robust Conflict of Interest and Inducements Policy. If a potential conflicts of interest does arise it will be actively managed, and

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we have arrangements in place to ensure that all our clients are treated fairly. If we feel that our interests conflict with yours, you will be contacted and we will obtain your consent to proceed. Our conflict of interest policy is available on request.

### **Our Loans and Ownership**

Quilter Financial Planning Limited owns 100% of the share capital of Quilter Mortgage Planning Limited. Old Mutual Wealth Holdings Limited owns 100% of the share capital of Quilter Financial Planning Limited.

Old Mutual Wealth Holdings Limited is part of the Quilter Group. The Quilter Group of companies offers a range of pension, protection and investment solutions through both a UK and International platform. This may give rise to a potential conflict of interest where a company within Quilter Group has a suitable solution for your needs. If such a situation occurs I will ensure that my recommendation is the best execution of your needs. I will also highlight the potential conflict of interest at the time of making the recommendation.

### **Addressing Financial Crime**

All transactions relating to the services provided by us are covered by The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017. The FCA also requires that we have appropriate measures in place to prevent the furtherance of financial crime.

Our responsibilities include but are not limited to verifying the identity and address of our clients and any third party making payments on their behalf. If required you must supply proof of your identity in accordance of the above Regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft 'foot-print' on your credit records.

This foot-print is not visible to other financial service providers and does not affect your credit rating in anyway. In accordance with the Data Protection Act 2018 acceptance of these terms and conditions represents your permission for us to access this information.

### **Financial Services Compensation Scheme (FSCS) Current limits**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. i.e. it differs for investments, insurance, mortgages and bank accounts.

- Insurance: Insurance advising and arranging is covered without any upper limit.
- Mortgages: Mortgage advising and arranging is covered up to a limit of £85,000.
- Investment: Most types of investment business are covered up to a limit of £85,000.
- Deposits: Bank Type Deposits are covered up to a limit of £85,000 per institution.
- Structured Deposits: Structured deposit advising and arranging is covered up to £85,000
- General Insurance: General insurance advising and arranging is covered up to 90% of the claim with no upper limit. Compulsory Insurance is covered without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

### **The Law that we operate under**

All of our agreements provided are governed and construed in accordance with the laws of England and Wales. In relation to any dispute, for your protection you agree to submit to the non-exclusive jurisdiction of the English courts.

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**The Data Protection Act 2018**

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 which incorporates the requirements of the General Data Protection Regulation (GDPR) into UK legislation. Before collecting any data from you, you will be issued with a Privacy Notice Document and will be asked to agree to the collecting, storing and use of your Special Category Data.

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