Quilter Financial Planning

Terms of Business

What to expect from your chosen advice services and the associated fees

MSG Financial Solutions

Belmont
Providence Hill, Bursledon
SOUTHAMPTON
Hampshire
SO31 8AT

MSG Financial Solutions is a trading style of Debra Garner an appointed representative of Quilter Financial Services Limited which is authorised and regulated by the Financial Conduct Authority (FCA) and are registered on the FCA Register with Firm Reference Number: 440703. MSG Financial Solutions is also registered on the FCA Register with Firm Reference Number: 919672.

Our Contact Details – MSG Financial Solutions

You may communicate with us at any time using the following contact details:

Email: **debra@msgfinancialsolutions.co.uk**
Tel: 07425888971

Wherever you are on your financial journey, we're here to give you advice you can depend on.

Our services are comprehensive, which means your adviser can offer you professional advice across all the stages of your financial life

To do this, we offer a range of advisory services which are designed to meet your needs as your life evolves. You can choose to receive some or all of these services at any time. This guide explains what you can expect from these services and the associated fees.

On some occasions we may refer you to a third party for services or advice. When this is the case, we may be paid a fee or commission, and these will be confirmed to you at the time of referral.

Mortgages

We offer a mortgage advice service on both residential and buy to let mortgages. As part of this service, we will make a recommendation once we have assessed your needs.

We recommend products from a range of lenders that is representative of the whole of market, however we do not consider mortgage products that you can only obtain by going directly to a lender.

We do not provide advice on second charge mortgages, commercial mortgages, or bridging loans. If you need advice on these types of loan, we can refer you to a specialist broker.

We typically charge a fee of £995 for advising on and arranging your mortgage. Our fee will be payable upon receipt of your application. We will also receive commission from the lender.

For arranging a product transfer with an existing Lender a charge of £150 is charged.

Complex lending

We reserve the right to charge an additional fee for cases where it involves more complexity due to topics such as:

- Larger loans
- First time buyers
- Multiple borrowers / guarantors
- Your personal situation regarding income sources, taxation, residence, and credit rating

Property type, location, freehold or leasehold variations

In addition to the above fees, we will also receive a commission from the lender. You will receive a mortgage illustration when considering a particular mortgage, which tells you the actual amount of the fees and commission we will receive, as well as details of any other fees relating to the mortgage.

If we are unable to advise on an appropriate product for you, we may refer you to a third party (such as a specialist broker) which may pay us a fee for the introduction. In these circumstances, either we or the third party will tell you about any fees we receive for the introduction.

We may contact you from time to time to discuss your future mortgage planning needs, for example, when the initial term on your mortgage is due to end.

We typically charge a fee of £495 for further work if deemed a complex case.

Existing client discount

We typically have to spend more time with new clients to get to know them before we can advise them. To reflect that and to reward our existing clients, we offer the following:

- The removal of minimum fees

An existing client is:

- a client who has taken out three of more mortgages with us
-

Insurance

Insurance is an important part of many people's financial plans, either to ensure their family is financially protected, to e nsure they would have the funds to pay a loan such as a mortgage if the worst were to happen, to protect key people within a busine ss, or to pay an inheritance tax bill. We will make a recommendation on what insurance services would be suitable for you after we have assessed your needs.

We offer life, critical illness, income protection and whole of life products from a range of insurers.

We offer private medical insurance based on a fair analysis of the market.

We offer buildings and contents insurance, landlord's buildings and contents insurance, and personal accident and sickness in surance from PaymentShield. PaymentShield uses a limited panel of underlying insurers to provide its products. A list of the underlying insurers used by PaymentShield is available upon request.

You will not pay us a fee for any insurance advice we provide you with. Instead, we will be paid a commission from the product provider.



Full details of any commission we receive from the product provider will be set out in your illustration document issued by the product provider before you purchase an insurance policy.

We act as an insurance intermediary for the insurance services that we offer.

We may contact you from time to time to establish whether your protection plans remain appropriate for your needs.

Your protection

Complaints

We always endeavour to give the highest quality service and advice; however, there may be times when you feel you do not receive the service you expect.

If you have a complaint, please get in touch with us using the contact details below in the first instance. We will do our best to investigate your concerns, look into things properly, and respond to you as quickly as we can.

We will provide you with a summary of our complaints procedure when we acknowledge your complaint as well as on request.

Quilter Financial Planning Complaints Department
Sunderland SR43 4JR
Email: **QFPcomplaints@quilter.com**
Tel: 0191 241 0700

The Financial Ombudsman

If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service using the contact details below. Please be aware that you may not be entitled to refer your complaint to the Financial Ombudsman Service if your product is not regulated by the FCA (for example, a buy-to-let mortgage).

Telephone: 0800 023 4567
Email: **complaint.info@financial-ombudsman.org.uk**
Website: **www.financial-ombudsman.org.uk**

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. In the unlikely event that we cannot meet our obligations, you may be entitled to compensation from the FSCS. This depends on your type of advice/product, and the circumstances of your claim. The FSCS covers eligible claims up to the following limits:

- Up to £85,000 per eligible person, per firm for mortgages
- 100% protection for long term insurance; 90% protection for all other kinds of insurance, including general insurance

Further information about compensation scheme arrangements including the conditions governing compensation and how to obtain compensation is available from the FSCS at **www.fscs.org.uk**.

Data Protection and your rights

The personal information you provide will assist your financial adviser in offering you suitable advice. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) under UK law.

Quilter Group may process 'special category data' on the lawful basis of 'substantial public interest' or on the lawful basis of 'Explicit Consent'.

For further information on how Quilter uses your personal data and your rights, please see our **Privacy Notice** A printable version can be provided on request.

If you have any enquiries relating to the personal data that Quilter may hold about you, how your personal data is processed, or how to exercise your rights you can contact our Data Team, at **QFPdataguardian@quilter.com**.

From time to time, both your adviser and Quilter may send you information that we feel may be relevant to you based on your current products and services. These messages are optional and you will be able to unsubscribe by clicking on the relevant link in each message.

Cancellations and refunds

You can cancel these Terms at any time without penalty. This will not affect any outstanding transactions being carried out on your behalf and you may still have to pay a fee to us, as outlined below. To cancel these Terms, you should notify us using the contact details shown on the front of this document.

Our cancellations policy for the different advice services that we offer is set out below.

Mortgages

You will not pay us a fee if the lender rejects your application. However, should you decide not to proceed with our recommendation, our agreed fee will become payable within 10 business days from when we receive notice that you do not wish to proceed with our recommendation.

Other important information

Our Regulator

MSG Financial Solutions (FCA register number is 919672) is an appointed representative of Quilter Financial Services Limited (FCA Register number is 440703) of Senator House, 85 Queen Victoria Street, London, EC4V 4AB which is authorised and regulated by the Financial Conduct Authority.

The permitted business of Quilter Financial Services Ltd, is advising on and arranging mortgages, life assurance, general insurance.

You can check this on the FCA's Register by visiting the FCA's website at **https://register.fca.org.uk/s/** or by contacting the FCA on 0300 500 8082 or 0800 111 6768.

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

VAT

In most instances, our fees are exempt from VAT. However, if VAT is payable – for example, where a discretionary fund manager forms part of our recommendation, or where a fee is charged before application – we will tell you.

The advice fee for an ongoing service may also be exempt from VAT if the initial advice fee is exempt and the ongoing fee is agreed at the time of the initial advice. Ongoing fees in relation to Discretionary Fund Manager solutions are likely to be subject to VAT.

The fees set out in these terms do not include VAT unless stated otherwise. If VAT does apply it will be charged on top of the stated fee. The law on which services are and are not subject to VAT may change in the future.

Unregulated Mortgages

Not all mortgage loans and services are regulated by the FCA. Some of the advice and services we provide may relate to loans which are either unregulated or have limited consumer protection. For example, very few buy-to-let mortgages are regulated by the FCA. If a product is not regulated by the FCA, you may not be entitled to complain to the Financial Ombudsman Service about it or to claim from the Financial Services Compensation Scheme. We will tell you if a product we recommend is not regulated.

Client Money

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 fees. Our preferred method of payment is bank transfer.

Your duty to disclose information

The financial advice and recommendations we provide are based on your personal financial circumstances and objectives that you disclose to us. We will confirm these and the reasons for any recommendation in our advice. It is important that the information you give us is accurate and a true reflection of your current circumstances, as that will form the basis of the advice and recommendations that we give.

You must provide complete and accurate information to product providers such as insurance, mortgage or investment companies. If you don't disclose relevant information or a change of circumstances, your policy, mortgage or investment product may be invalidated for example, an insurance claim may not be paid. We strongly recommend that you thoroughly check the information you provide before you submit it.

Addressing financial crime

We are required to comply with laws and regulations designed to prevent money laundering and other financial crime. Our responsibilities include verifying the identity and address of our clients and anyone making payments on their behalf. If asked, you must supply proof of your address and/or identity.

Identity verification checks include electronic searches of the electoral register and the use of credit reference agencies, which will result in a soft footprint on your credit file. This footprint is not visible to other financial service providers and does not affect your credit rating in any way. Your acceptance of these Terms represents your permission for us to carry out these checks.

Changes to these Terms

We may change these Terms, including our fees and commission rates, from time to time in whole or in part. We can change these Terms:

- to reflect changes in the costs or charges that we incur or expect to incur in providing our services, including changes in the rates of tax or how it is applied to reflect current or future changes in law, FCA rules or market practice, or decisions of the Financial Ombudsman Service to meet regulatory requirements, industry guidance or best practice, or the requirements of any of the firms whose products or services we make available to you to allow us to introduce new systems, products or services or to reflect changes in the way we deliver our services to you to reflect how our services are used and ensure the costs of our services are allocated fairly to make these Terms easier to understand, fairer or to correct errors.

We will give you at least 30 days' notice of any change to these Terms that may be detrimental to you, unless we are required to make the change sooner.

These Terms are based on our understanding of the law and regulations when the Terms were written. If there is a change to the law or regulations, or how they are interpreted, we will not be liable for any loss that may result.

Conflicts of interest

To ensure client interests are always put first, we operate a robust conflicts of interest policy. The policy covers any financial incentive arrangements that we may enter into with connected businesses or third parties. Where potential conflicts of interest arise, these will be actively managed, and we have arrangements in place to ensure good outcomes for our clients.

Language

Unless agreed by us, 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 using the contact details shown on the front of these Terms.

Loans and ownership

MSG Financial Solutions does not have any parent companies.

As part of our commercial arrangements with our principal, we utilise financial support from Quilter Financial Planning Limited for business purposes. Risk management processes are in place to help ensure that these arrangements do not impair our ability to act in the best interests of our customers.

The Law that we operate under

These Terms are governed by and construed in accordance with the laws of England and Wales. In relation to any dispute, if you live in England, you and we agree to submit to the exclusive jurisdiction of the courts of England. If you live in Scotland or Northern Ireland, you and we agree to submit to the exclusive jurisdiction of the courts of Scotland or Northern Ireland respectively.

All advice will be conducted in the UK. We do not have permission to give advice when either you or your adviser is located outside the UK.

Supporting your needs

All customers can potentially face difficulties. However, these difficulties can be made worse for customers with additional needs. These needs might relate to health, life events or communication issues.

Quilter offers various services for people with additional needs. You can find more information at **www.quilter.com/help-and-support/supporting-customers-with-additional-needs**. If you can't find what you're looking for, please get in touch and we'll do our very best to help you.

A paper copy of this document is available on request.

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

Confirmation of Services

By signing this document, you are agreeing to our terms stated within and understand how we charge for our services. Where there is a new fee, the specific fee chargeable will be detailed in the Advice Fee Authority Form.

Date this document was issued to you	Date:
Client Name	Client Name
Signature	Signature
Date	Date