

Brighter*

**Our Terms of Business
for Mortgages and Insurance**

Brighter Financial Services Limited

www.brighterfs.com

Our Terms of Business for Mortgages and Insurance

Welcome to Brighter Financial Services Ltd!

We hope you choose us to help you with your mortgage and/or insurances and hopefully your overall financial planning arrangements.

In this document we will cover our mortgages and insurance services and how we will work with you as our client. This will include:

- ★ Our approach to working with you as our client.
- ★ The steps we take in accessing mortgage and insurance products for you
- ★ Our charges
- ★ The Law and Regulations that apply to our terms of engagement with you and how this affects your rights as a consumer of our services

1. Our aim:

Our aim is simple: We want to offer you swift, effective and clear advice so that you get the mortgage and/or insurances you want via a service that you can value and understand.

2. Our services:

We offer mortgage and protection arrangement in the following areas:

- ★ Mortgages-private consumer and commercial
- ★ Non-investment insurance-term assurance, income protection, critical illness, family protection.

3. Our commitment to you:

We are a practice of independent financial planners and so our purpose is to consider your current circumstances in the round and help you plan for life-stage events now and in the future.

We believe our clients achieve the best results from their financial arrangements if they engage with our life-stage financial planning process and allow a full financial assessment to take place at the time of mortgage set up.

We do not discriminate on the basis of race, creed, ill health or financial circumstances and offer the same standard of service to all.

Where clients have problems relating to ill health or a language barrier, we may request support for the client so that they can engage effectively with our services. On request, a copy of our vulnerable person's policy can be made available to clients or viewed via https://www.brighterfs.com/brighter_window.

In all our dealings with our clients we will:

- ★ Act fairly, honestly and transparently in all our dealings with you
- ★ Advise you, in writing, where there appears to be a conflict of interest between two parties where mortgage and protection advice is being provided by us
- ★ Listen to you and develop a plan between us that secures the best mortgage and protection arrangement outcome for you, depending on your specific circumstances.
- ★ Make sure that any mortgage and protection products we choose between us have been taken from a diverse and wide range of options, in line with our independent advice status
- ★ Provide you with a report of the results from our research and put our recommendations to you, in writing, in line with your wishes, complete application forms and get product(s) set up to your satisfaction.

Our Terms of Business for Mortgages and Insurance cont...

- * We will retain your details for our records so that we can re-engage with you at the time when your mortgage deal comes to an end. (Please advise if you are not happy with this arrangement)
- * Identify early on in our dealings with you whether you require support as a vulnerable client.

4. Our charges

Mortgages

We believe in transparency and simplicity and that is why we have opted for one straight charge, regardless of your circumstances e.g. adverse credit. We will also give you £145 discount if you opt to take out insurance with us as-well.

The charge for arranging a mortgage with us is £495 (or £350 if insurance is taken out at the same time).

Product transfer: £150 where a product switch with the same lender is all that is required to provide the client with the right mortgage product.

Our fees are payable on offer of the mortgage. We may also receive commission from the lender for placing that business with them. This will be disclosed to you in the mortgage illustration.

In addition, our fees are payable if we obtain a mortgage offer on your behalf and you do not proceed to completion. Again, our fees are payable if we submit a mortgage offer on your behalf that is rejected by the lender because you have not disclosed any material information about your personal situation.

Insurance

We do not charge a fee for these services as we normally receive commission from the policy provider after the policy is placed on risk. Details of all commission will be provide in the recommendations report.

5. Rights of consumers

For mortgages: Lenders must provide the customer with a binding offer, which triggers a 7 day reflection period during which the binding offer must remain open. The customer can choose to waive the 7 day period and accept the offer at an earlier point.

For insurance products: The customer will have a 30 day cancellation period for life insurance. For all other financial products outlined in this document a 14 day cancellation period is offered by the provider.

Details of a customer's cancellation rights will be outlined in each provider's product information.

6. Client Exchange

We anticipate that all clients will be granted access to our secure portal via Client Exchange. Exchange provides clients with the opportunity to see documents and receive and send messages to Brighter in a way that ensures that privacy is maintained. Exchange also gives clients access to fact finds and questionnaires so that they can take charge over the information that is provided to Brighter to help in the development of a Brighter Financial Plan.

All our clients will be sent a welcome e-mail asking them to register for Exchange.

7. Using and managing your personal and financial information

We are bound by the principles of the General Data Protection Regulations 2016 and have interpreted these laws into the way we will do business with you.

When handling your personal data we will:

- * Explain at our meetings with you the types of information that we will need from you and may retain for our records.
- * Keep only that personal and financial information about you to which you have expressly provided consent
- * Use the information that you provide us (only and exclusively) in respect of the management of your financial affairs/products.

Our Terms of Business for Mortgages and Insurance cont...

- * Not share your personal information with any third parties that do not have a direct interest in the management of your financial affairs/products.
- * Endeavour to hold accurate information about you and request that you support us in maintaining your personal records with information that is current and up to date.
- * Arrange to delete your information after 12 months from our systems, in cases where we hold details on prospects that have not become clients.
- * Not change the information we hold about you, without your express knowledge and consent.
- * Share your personal information with financial providers of services/third parties in circumstances where:
 - The sharing of the information is in direct relation to the arrangement/management of your financial affairs and with your understanding.
 - The passage of information can be managed securely in terms of digital transfer (encryption, password protect, portal)

The passage of information can be managed as securely as possible in terms of paper transfer (see GDPR policy)

- * All the information we hold on our clients is available on –line via our client portal (accessed from the website) or via PFP (our database tool) where clients can see all the information we hold on them. If paper copies are required in addition to this access, we would therefore respectfully request a £5 fee for administrative services in the preparation of the paper copy documents.

We are bound by the Regulations of the Financial Conduct Authority. We therefore need to:

- * Verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017. We reserve the right to approach third parties and to delay any of your applications until adequate verification of identity has been obtained.
- * Retain records of suitability of a client's mortgage and protection arrangements in the following circumstances
 - For the duration of time that we are actively engaged with the client in a mortgage and protection review process
 - Where we are not actively engaged in a review process for mortgages and protection we will retain records for a period of 3 years from the final transaction with the client, after which time we will ensure that the records are archived. All records of clients held in archive and not resurrected will be deleted after 6 years.

Further details about our General Data Protection policy can be found at www.brighterfs.com

8. Support for clients who are vulnerable and/or in disadvantaged situations.

We are accessible to all who require a mortgage, regardless of race, culture, creed, ill health or poor financial credit. The same service is provided to all, regardless.

However we do consider that additional support is required for some clients and if you or we consider that a family member or trusted friend would be useful in attendance at our meetings, we will happily arrange for this to be accommodated.

We will always provide financial advice where we can, but if we feel that our clients, or us, will be compromised without this support, we may decline to offer financial advice to them.

Where appropriate the option of setting up or using a Lasting Power of Attorney may be discussed.

9. Anti-money laundering arrangements

We will use electronic identification systems to confirm the identity of our clients in line with the auditing requirements for the arrangement of financial products.

10. Your feedback

We are always looking at ways to improve our service to clients and value your feedback—both positive and negative. If you would like to leave us with your comments about the service you have received, please contact mortgages@brighterfs.com

If you would prefer, you can contact us by telephone on **01422 832100**.

11. Complaints

We always try to offer our clients exceptional service but sometimes things can go wrong. If you wish to provide us with details in writing about a concern or complaint you have about our services, please do so in writing to the following address:

The Director, Brighter Financial Services Ltd, 66 West St, Sowerby Bridge, West Yorkshire, HX6 3AP.

We will endeavour to provide a response to your complaint within 5 working days.

Clients should be aware that if they are unhappy with any response to a complaint received from the company, they may complain directly to the Financial Ombudsman Service who will then assess whether they have an eligible complaint before proceeding with an investigation. For further information on the Financial Ombudsman Service please refer to their website, www.financial-ombudsman.org.uk.

A copy of our complaints procedure will automatically be sent to you on receipt of a written complaint, which includes potential access to compensation via the Financial Services Compensation Services.

We hope you have found our terms of business for mortgages and insurance straight forward and clear. However, if you have any further queries, please do not hesitate to contact our mortgage advisers on 01422 832100 or by e-mail mortgages@brighterfs.com

12. Making contact

Our full contact details are as follows: Brighter Financial Services Ltd

66 West St, Sowerby Bridge, West Yorkshire HX6 3AP

Tel: 01422 832100

E-mail : To our Mortgage Services Operational Manager: Jonathan jonathan@brighterfs.com

Mortgage Services Advisers: mortgages@brighterfs.com

Website: www.brighterfs.com

You are also welcome to contact us in person to our offices on West St.

We are authorised and registered with the FCA and you can check our status at www.fca.org.uk

If you wish to engage our services to help you source suitable mortgage and/or insurance products please complete the declaration by clicking on the orange bar below.

☐ ***I/we consent to the use of our personal and financial information in accordance with section 6 of this document.***

