

	<p><b>Kingsway Mortgages Limited</b> <b>2 Grafton Mews</b> <b>London</b> <b>W1T 5JD</b></p>
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# Client Agreement

## Mortgages, General Insurance and Protection Planning

### 1. INTRODUCTION

This agreement sets out the terms under which our services are to be provided, including details of the specific services and a summary of our charges for those services.

**Kingsway Mortgages Limited** is able to act on your behalf in advising you on mortgages, general insurance and protection planning. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice and services.

### 2. OUR SERVICE

The services that you have selected and the charges for those services are confirmed in Section 9 - Your Consent at the end of this agreement. We agree to provide the services selected and you agree to pay us for those services.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

### 3. COMMENCEMENT

This agreement shall commence once it has been signed by all parties and shall remain in force until terminated in accordance with Section 6 – Cancellation below.

### 4. OUR SERVICES AND HOW WE CHARGE FOR THEM

For any aspect of our services all actual charges and fees will be fully disclosed to you. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges/fees will be VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you.

#### Mortgage Advice

Our mortgage services are designed to provide you with the best mortgage solution for your needs. We advise on mortgage products, this means that we will make a recommendation for you after we have assessed your needs.

We offer a comprehensive range of mortgages from across the market, but not deals that you can only obtain by going direct to a lender.

You can pay for our mortgage services by:

1. A fee
2. Commission from the mortgage lender (where this is available)
3. A combination of fee and commission from the mortgage lender

#### Paying by Fee

The fee is dependent on loan size and is payable upon completion of the mortgage. ***The maximum fee that may be charged by Kingsway will be 1.5% of the loan.*** The precise amount will depend on your circumstances and mortgage loan amount, and will be discussed and agreed before you make a mortgage application. You can pay this fee on one of two ways –

Kingsway will be remunerated solely by you. Where we are able to recover any commissions from the lender we will refund these to you in full when we receive payment from them.

For example –

For a £100,000 loan where the lender pays us a fee of £300. A fee of £1500 will be payable on completion by you. We will then refund the £300 we receive from the lender to you when it is paid.

For a £400,000 loan where the lender pay us a fee of £1200. A fee of £6,000 will be payable upon completion by you. We will then refund the £1200 payment we receive from the lender to you when it is paid to us.

#### Paying by commission from the lender (where available)

No fee is charged directly to you for our mortgage services. We will receive a commission from your chosen mortgage lender. The amount we receive will be disclosed on the Key Facts Illustrations you will receive relating to your chosen mortgage.

#### Paying by a combination of fee and commission from the lender

A fee of £0 is payable at the outset and a further fee may be payable on completion of the mortgage or home reversion scheme. In addition, we will receive and retain commission from the lender.

For example –

For a £100,000 loan where the lender pays us a fee of £300. A fee of £1200 will be payable upon completion by you. We will then retain the £300 we receive from the lender when it is paid to us.

For a £400,000 loan where the lender pay us a fee of £1,200. A fee of £4,800 will be payable upon completion by you. We will then retain the £1,200 payment we receive from the lender when it is paid to us.

You will receive a key facts illustration when considering a particular mortgage which will tell you about any fees relating to it.

#### **If we charge you a fee, and your mortgage does not go ahead, you will receive:**

No refund in any circumstances.

## General Insurance

You will not have to pay us a fee for general insurance business

### Paying by commission

Where we are paid by commission we will tell you the amount before we carry out any business for you. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

## Protection Planning

Our advised protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as critical illness cover, health insurance and life cover. We advise on non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers.

You will not have to pay us a fee for protection business

### Paying by commission

Where we are paid by commission we will tell you the amount before we carry out any business for you. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

In some limited circumstances (for protection planning business) we may receive a commission payment from a product provider and the commission payment is offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.

## 5. OUR OBLIGATIONS

### Recommendations

We will confirm to you in writing the basis of our recommendations. We will also provide you with a 'Key Facts' Illustration (KFI) which is a personalised description of the costs and features of the mortgage / product that we are recommending. You may ask us to provide you with additional KFIs for any mortgage / product for which you are eligible.

### Protecting your personal information

Your personal information will be held in accordance with the provisions of the General Data Protection Regulation. It is therefore important that you read our Customer Privacy Notice which provides you with information as to what information will be processed, on what basis, by whom and how you can exercise your rights in relation to your own information.

### Financial crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We will verify your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

### Conflict of interests

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

### Communicating with you

We may communicate with you by telephone, post, e-mail or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English (unless agreed otherwise).

## 6. YOUR OBLIGATIONS

This section sets out your obligations in agreeing to receive our services.

### Providing information about your circumstances

Our advice will be based on the information that you give so it is important that you provide us with the information we request about your circumstances and objectives to allow us to provide you with the appropriate advice. If you limit the information provided it could affect the suitability of the advice we give.

### Payment for services

By signing this agreement you are agreeing to pay the charges for our services as set out in section 5 (Services agreed). Your selected payment method is also confirmed in section 5. We will tell you if any payments are subject to VAT.

## 7. CANCELLATION

### Termination of this Agreement

You or we may terminate this agreement and our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for any services provided prior to termination and any fees outstanding, if applicable.

### Product cancellation rights

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract.

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a **30 day cancellation** period for a life, protection or payment protection policy and a **14 day cancellation** period for all other policies. Please note that there is **no right** to cancel a mortgage contract once the mortgage transaction has been concluded.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.

## 8. HOW YOU ARE PROTECTED

Kingsway Mortgages Limited is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London. E20 1JN.

Our Financial Services Register number is **191079**. Our permitted business is advising on and arranging mortgages and non-investment insurance contracts. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

### Complaints

If you are dissatisfied with a recommendation we have made you are entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

**In writing:** The Compliance Officer, Kingsway Mortgages Limited, 2 Grafton Mews, London W1T 5JD

**By phone:** 020 7383 4181

**By e-mail:** [jrw@kingswaymortgages.co.uk](mailto:jrw@kingswaymortgages.co.uk)

Please be assured we treat complaints seriously. For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS'). **Full details of the FOS can be found on its website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).**

### Financial Services Compensation Scheme

We are also covered by the Financial Services Compensation Scheme ('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.

**Insurance** - advising and arranging is covered for 90% of the claim, without any upper limit.

**Mortgages (including equity release)** – advising and arranging is covered up to a maximum limit of £50,000.

Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

### Client money

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of a service for which we have sent you an invoice) or handle cash.

## 9. GENERAL

### Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

### Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

**Direct mortgage deals**

We advise on mortgage products from the whole of the market. This means that we source the recommended mortgage from the range of mortgages available to “intermediary” firms. Certain lenders may offer products directly to the public, rather than via an intermediary firm, with more favourable terms. Accordingly our recommendation to you will be based on the most suitable mortgage product incorporated within the range available to intermediary firms.

If there is a particular mortgage product that you are aware of which is available directly from a lender that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing advice in relation to this but would agree this with you at the time.

**Providing information to your insurer**

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take ‘reasonable care’ to answer all questions asked by the insurer fully and accurately. For general insurance policies, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) must still disclose all ‘material facts’ (any information that may influence the insurer’s decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

## 10.YOUR CONSENT

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information. This client agreement replaces any previous agreements and understandings we have with you, and will only be modified where confirmed in writing.

I/We acknowledge that the client agreement will come into effect once it has been signed by all parties.

### Services & Charges agreed

Initial Service	Tick to confirm	Details of agreed fee	
Advice relating to mortgages		Pay by commission	Y / N £
		Agreed fee to be paid directly by you (if applicable)	£
Advice relating to protection planning		Pay by commission	Y / N £
Advice relating to insurance business		Pay by commission	Y / N £

Date of issue	
Client name(s):	
Client Signature(s):	
Date:	