

## **MORTGAGE AND INSURANCE TERMS OF BUSINESS**

### **Trusted Tree Mortgages Ltd**

Trusted tree Mortgages Ltd is authorised and regulated by the Financial Conduct Authority (FCA) and we offer advice on mortgage and insurance products. Trusted tree Mortgages Ltd also trades under the name TTM. We are committed to treating our customers fairly and we recognise that we have a duty both to our customers and to our regulator, the FCA, to obtain good outcomes for you in our dealings with you.

Under this Consumer Duty, we are required to:-

- act in the best interests of our customers and prioritize their needs over our own interests.
- ensure our communications with our customers are clear, fair, and not misleading.
- deliver products and services that meet the needs of our customers and deliver fair outcomes.
- ensure that the products and services that we offer represent fair value

We would hope that you will measure our success in providing you with our services against these criteria and that this will encourage you to return to us in the future and perhaps refer us on to other people that you may know.

In this letter, we are providing you with our terms of business, which outline the key features of the business that we will undertake with you. We ask that you read this document carefully, as it sets out the rights and responsibilities of both parties.

We are committed to providing you with high-quality products and services that meet your financial needs and deliver the outcomes that you seek and we are here to answer any questions you may have about our terms of business or any other aspect of our operations.

We actively encourage your feedback if there is any aspect of the information that we provide which you are unsure about so that you are able to make informed decisions about the financial products and services you choose. This includes reading and understanding the terms and conditions of any agreements you enter into.

#### **About us**

Trusted Tree Mortgages Ltd, whose offices are situated at Morton Cottage London Road, Sunninghill, Ascot, England, SL5 0PN is authorised and regulated by the Financial Conduct Authority (FCA), the independent watchdog that regulates financial services. Our Financial Service Register number is 1020120 You can view our authorisation on the FCA website - we can be found on the Financial Service Register. The FCA has authorised us for advising and arranging regulated mortgage contracts and advising and arranging regulated insurance contracts. We also offer Buy-to-Let mortgages and other commercial mortgages (which are not normally regulated by the FCA). We do not offer second charge mortgages or Lifetime mortgages.

You have been issued with this Terms of Business because you have indicated that you are interested in our services. This document covers both FCA regulated products as well as products that are not regulated. Where a subject mentioned in the terms of business does not apply then this will be specified in the text.

## **Our Mortgage Services**

We are not limited in the range of first charge mortgage products and providers that we will consider for you. After we have assessed your needs, we will advise you about the mortgage products that we have available and make a recommendation for a suitable mortgage, where we believe that this is the most appropriate outcome for you. When considering your mortgage options, we will also look at possible alternatives including further advances and product transfers with your existing lender (where applicable). If we identify that a second charge is appropriate to your circumstances, we can arrange an introduction to a specialist broker to deal with your case. We would not deal with such an application in this firm.

## **Our Insurance Services**

We offer advice and a recommendation from a range of product providers that is broadly representative of the whole market.

## **Data Protection**

We will use the information that you give us in order to obtain financial products for you where you are eligible. In order to do this we will need to share your information with other parties such as mortgage lenders and insurance providers. We may also share this information with other bodies in order to combat financial fraud and with our regulators and with third parties for compliance purposes. We will provide you with a copy of our firm's Privacy Notice when we first meet with you. This will explain how we use your personal information and will require you to sign and give us your consent to hold and process your personal information. We will treat your personal information confidentially even if you are no longer a client of ours. If you require details of the information that we hold about you, please contact us on our office address and we will assist you in this. Under the Data Protection Act, you have the right of access to any data that our firm holds about you. If you wish to withdraw your consent for us to process your data, you can do so by writing to us at our office address or email.

We may also contact you from time to time in relation to the products that we have provided to you. We will only do this where you consent to us contacting you and this is one of the matters that you will be able to confirm in the Privacy Notice that we will issue to you. If you do not provide us with your consent, we will be unable to contact you.

Normally, we would request that you permit us to contact you at the end of any fixed or discount period in order to assist you with the options available at that time.

## **Our Fees**

For first charge mortgage advice and arrangement we charge a client fee of £995. Such a fee becomes due when we make an application to the lender on your behalf. Our fee is not normally refundable.

Upon completion of your mortgage transaction, we will receive a procuration fee payment from the mortgage provider. You will receive an illustration when considering your mortgage, which will tell you about any fees relating to it and the commission that we will be paid. We can provide additional information to you about lender commission rates on request.

Fees for Buy to Let Mortgages are normally comparable with our regulated mortgage service above but may vary where the application is more complex. We will discuss any variation of the fee before you are committed to it. Once again, we will receive a procuration fee payment from the mortgage provider when your case completes.

Fees for other commercial cases are subject to their individual circumstances, and we will discuss these with you before you are committed to us.

We do not charge a fee for our insurance services but will be paid by commission from the insurer.

## **Vulnerable Customers**

We seek to deal with all our customers in a manner that is clear, fair and not misleading in line with the FCA's new Consumer Duty requirements. Not all applicants for mortgages are vulnerable customers, but there will be occasions where we find ourselves dealing with persons who have specific vulnerabilities. Examples of these might be medical conditions such as issues with hearing or sight; dyslexia or autism. They may also be related to understanding such as language or financial awareness or they may be related to your particular circumstances such as financial problems; divorce or bereavement. We will do what we can to ensure that, if you have a vulnerability, we are able to identify it and make sure that it does not limit the quality of service and advice that you receive from us. Where appropriate we will make reasonable adjustments to our processes to assist you in your requirements. Whilst we will work with you to identify any possible vulnerabilities, we strongly encourage you to provide any information to us that may be of relevance to your needs and circumstances as we go through our factfinding process. If at any time you are unsure about the information that we have provided to you, please ask us and we will be happy to take the time to explain further to you.

## **Consumer Duty**

The FCA imposes a duty on the firms that it regulates to ensure that they work towards good outcomes for consumers. In order to assist you in the outcomes that you require from your dealings with us we will advise you where you require our advice and will keep you informed at all stages of the process using documentation that is clear, fair and not misleading. If at any time you are unsure about anything we have told you; or documents that we have given to you; or have any queries about the product or service that we are providing you with; or if you have any questions or concerns about the provider whose products we have recommended then please do not hesitate to contact us.

## **If you want to Complain**

We would expect our dealings with you to pass without problem. However, in the unlikely event that you wish to register a complaint, please contact us in writing to Complaints, Trusted Tree Mortgages Ltd, Morton Cottage London Road, Sunninghill, Ascot, England, SL5 0PN or by telephone to 07384307744. We would expect to be able to respond within eight weeks with our firm's final response to your complaint.

## **Financial Ombudsman Service**

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Services (FOS). Whilst most of the mortgage products we sell are eligible for FOS protection, you should be aware that majority of Buy to Let Mortgage Products and commercial products are not. All of our regulated mortgage and insurance products are covered by the FOS. We will advise you and inform you whether you can use the FOS when we issue our firm's final response to your complaint.

## **Financial Services Compensation Scheme**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim. Mortgage advising and arranging is covered for £85,000 per eligible person.

Most Buy to Let mortgages and commercial products are not eligible for FSCS protection.

Most insurance advising and arranging is covered for 90% of the claim with no upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

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

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