



# Terms Of Business

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Mortgages for Yacht Crew is a trading style of Marine Mortgages Ltd, which is an Appointed Representative of Intrinsic Mortgage Planning Ltd, who are authorised and regulated by the Financial Conduct Authority.

- 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 Service'. 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

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## CONFIRMATION OF MY ADVICE AREAS

| Insurance                           |   |
|-------------------------------------|---|
| <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.  |
| <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. |
| Mortgages                           |   |
| <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. |

## 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 Private Medical Insurance products from a range of insurers.  |
| <input checked="" type="checkbox"/> | We offer Life, Critical Illness, Income Protection and Whole of Life 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 Legal & General.<br>*If Legal & General 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 loans; 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**

| <b>Insurance</b>   |   |
|--|---|
| <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.  |
| You will receive a quotation which will tell you about any other fees relating to any particular insurance policy. |   |
| <b>Mortgages</b>   |   |
| <input type="checkbox"/>   | No fee. We will be paid by commission from the lender. Or you could choose a fee only option where you will pay a fee of (enter amount or percentage) and we will pass on any commission paid by the lender to you.   |
| <input type="checkbox"/>   | 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.<br><br><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> |
| <input checked="" type="checkbox"/>  | <b>For residential mortgages:</b><br>We charge a minimum fee of £495. 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>We charge £145 before completing the fact find document, and £350 before applying for the loan.</p> <p><b>We also charge an additional 0.5% of the loan value if this is below £75,000. This is additional sum is payable before applying for the loan.</b></p> <p><b>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.</b></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>  |
| <p><input checked="" type="checkbox"/></p>   | <p><b>For Business loans: Business Buy To Let; Consumer Buy To let:</b></p> <p>We charge a minimum fee of £495. 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>We charge £145 before completing the fact find document, and £350 before applying for the loan.</p> <p><b>We also charge an additional 0.5% of the loan value if this is below £75,000. This is additional sum is payable before applying for the loan.</b></p> <p><b>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.</b></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> |
| <p><input checked="" type="checkbox"/></p>   | <p>If you ask us to refer you to a specialist broker for 2<sup>nd</sup> 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 a % of the loan amount required.</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"/> | No refund. |
|                                     |            |

### **Minimum Fees & VAT**

The fees outlined above are NOT 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.

### **Existing client discount:**

We are committed to treating clients fairly. Our research has shown that the time it takes to work with a new client is longer than an existing client, mainly related to getting to know them to advise them comprehensively.

To reflect that and to reward the loyalty of our existing clients, we offer the following:

Discounts on implementation fees of 20%

The removal of minimum fee levels for implementation fees.

An existing client is defined as:

A client who has implemented mortgage business with your adviser in the last 3 years, or a non-mortgage client who has effected a plan where we had received ongoing income (trail commission or fee) in the previous 12 months.

### **Family member discount:**

Discounts on implementation of mortgage fees for family members of 20%.

The removal of minimum fee levels for implementation fees for family members

A family member includes a person's parents, spouses, siblings, children, grandparents and grandchildren, whether connected by birth, adoption, guardianship, marriage, civil partnership or cohabitation"

## ONGOING SERVICES & FEES

### MORTGAGE & PROTECTION - 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 objectives. If you wish, we can review this once a year with you.
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 endeavours 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.

### 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:  
Intrinsic Complaints Department  
Riverside House  
The Waterfront  
Newcastle upon Tyne  
NE15 8NY

Email: [complaints@intrinsicfs.com](mailto:complaints@intrinsicfs.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: 0800 023 4567

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

### **Our Regulator - The Financial Conduct Authority**

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

The permitted business of Intrinsic Mortgage Planning Limited is advising on and arranging 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.

### **Client Classification Levels For Your Protection**

The FCA has rules which affect the rights you have as a customer.

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. 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 Intrinsic Financial Services Ltd Compliance Department, Intrinsic Financial Services Limited, 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 fees. 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

## **Language**

Unless agreed by us at outset all communication will be completed in English.

## **Overseas permissions**

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**

I will send you a Suitability Advice Report setting out the reasons for my recommendation at the time of my recommendation and where applicable before implementing any advice that I have recommended. 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.

The adviser fee made for an ongoing service is also VAT free provided it is in respect of an intermediation service. This means activities such as topping up an investment or utilising available investment tax allowances, such as the ISA allowance. 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**

Intrinsic 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 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 Loans and Ownership**

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

Old Mutual Wealth Holdings Limited is part of the Old Mutual Wealth Group of companies which includes product and platform providers as well as fund managers. This may give rise to a potential conflict of interest where an Old Mutual Wealth Group company has a suitable solution for your needs. If such a situation occurs I will ensure that the Old Mutual Wealth Group solution is the best execution of your needs before making the recommendation, 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 Money Laundering Regulations and the Proceeds of Crime Act.2002. 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 1998 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 £50,000.
- Investment: Most types of investment business are covered up to a limit of £50,000.
- Deposits: Bank Type Deposits are covered up to a limit of £85,000 per institution.

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.

### **The Data Protection Act 1998**

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 1998. To understand exactly what data we hold, why we hold it and your rights under the Data Protection Act 1998 our Fair Processing Notice can be viewed at [www.intrinsicfs.com](http://www.intrinsicfs.com).