**Terms of Business Agreement**

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| 1. **The Financial Conduct Authority (FCA)** |
| The FCA is the independent watchdog that regulates financial services. Secure Finance Ltd is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 843255. Our permitted business is advising and arranging mortgages and non-investment insurance contracts, as well as credit-broking. You can check this on the Financial Services Register by visiting the FCA's website at https://register.fca.org.uk. |

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| 1. **Whose products do we offer?** |
| **Mortgages:** **For residential mortgages** - we offer a comprehensive range of mortgages from across the market but not those that you can only obtain by going directly to the lender.  **For buy-to-let or commercial mortgages** – we only provide mortgages from a limited range of lenders from across the market, which does not represent the whole market. We only sell bridging products from a limited range of lenders from across the market, which does not represent the whole market.  **Product Transfers**: We can advise on and arrange residential, buy-to-to let and commercial product transfers in line with the level of service outlined in section 3. below.  **Insurance:** We offer a range of General Insurance policies from a limited range of insurers from across the market which does not represent the whole market. A list of insurers we offer products from is available at the end of this document.  **Consumer Credit:** Where we have arranged an insurance policy on your behalf, we can arrange credit to cover up to 90% of the policy premium. We only arrange credit from a limited range of lenders from across the market, which does not represent the whole market. |

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| 1. **Which service will we provide you with?** |
| Mortgages: For residential mortgages – You will receive advice or a recommendation from us as to which is the most suitable product for your requirements, once we have assessed your needs for the respective product. For buy-to-let or commercial mortgages – We will ask you some questions to help us ascertain your demands and needs, and we will then provide you with sufficient information on what we believe to be ‘a suitable product’, but not necessarily ‘the most suitable product’, for your demands and needs. The information we provide is intended to help you make an informed decision about how to proceed. Ultimately, you will need to make your own decision about how to proceed, and it is your responsibility to ensure that it meets your mortgage requirements.  In all cases, we will arrange the product on your behalf.  **Product Transfers: - For residential product transfers -** we will provide our services on an advised basis as we would for a standard mortgage or re-mortgage. However, we may also provide this service on an execution only basis if requested to do so.  **For buy-to-let or commercial product transfers -** we will provide our services on a non-advised basis as we would for any other buy-to-let or commercial products. However, we may also provide this service on an execution only basis if requested to do so.  **Insurance:** **For General Insurance -** We will ask you some questions to help us ascertain your demands and needs, and we will then provide you with sufficient information on what we believe to be ‘a suitable product’, but not necessarily ‘the most suitable product’, for your demands and needs. The information we provide is intended to help you make an informed decision about how to proceed. Ultimately, you will need to make your own decision about how to proceed, and it is your responsibility to ensure that any product that you take out is suitable for your insurance requirements. In all cases, we will arrange the product on your behalf.  **Consumer Credit:** You will not receive advice or a recommendation from us on the suitability of the provision of credit, unless you are a retail client.  In all cases, we will arrange the product on your behalf. |

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| 1. **Disclosure of Information.** |
| **Insurance Clients only:** It is important that you understand that any information, statements, or answers made by you to us or your Insurer are your responsibility and must be correct, as failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover. These facts must be disclosed at the earliest opportunity and certainly at each renewal. If you are a retail client you are duty bound to avoid any misrepresentation & if you are a commercial client you are duty bound to make a fair representation of risk, (more information is available upon request). Responsibility for this is solely yours as we cannot be expected to have known facts which have not been disclosed to us. Please keep copies of any documentation sent to you for future reference. |

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| 1. **What will you have to pay for the service?** |
| **Mortgages:** A fee of 1% of the loan amount is payable upon receipt of the mortgage offer. We will also be paid a commission by the lender (which will be disclosed to you if greater than £250). This does not affect your statutory rights.  **Insurance:** We may charge you a fee for this service. We may also receive a commission of up to 30% from the Insurance provider. In cases where we have assisted in the arrangement of finance, the firm may also receive an over-ride payment of up to 2.5% of the finance amount from the Finance Provider |

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| 1. **Professional Indemnity Insurance.** |
| We conform to the FCA requirements in respect of Professional Indemnity Insurance. This type of insurance is mandatory for mortgage and insurance intermediaries. |

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| 1. **Banking.** |
| **Insurance Clients only:** We hold Client money in a statutory trust account, and where interest received exceeds £20 we will disclose this to you at the time. |

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| 1. **Cancellation rights.** |
| **Mortgages & Consumer Credit:** We do not provide any refund should you decide not to proceed with the mortgage or loan after the offer has been issued. You do however have the right to withdraw from your mortgage or loan within 7 days of accepting the offer. This does not affect your statutory rights. Please note our fee will be charged should the lender reject your mortgage application due to you not disclosing any material information about your personal situation. If you follow our recommendation but the lender rejects your application, you will receive a full refund.  **Insurance:** If you wish to cancel your policy please contact us in writing at Secure Finance Ltd, Cancellations Department, 30a Cedra Court, Cazenove Road, London, N16 6AT or by phone on 07539 442 626 We reserve the right to charge a fee of £20 upon cancellation of a policy unless the cancellation is within 14 days of inception or renewal of the policy.  Please note that we operate on an auto renewal basis, in that all policies will be automatically renewed upon at renewal date, unless otherwise specified or unless you have informed us of your intention to lapse the policy.  Your statutory rights are not affected. |

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| 1. **What to do if you have a complaint?** |
| If you wish to register a complaint, please contact us in writing at Secure Finance Ltd, Complaints Department, 30a Cedra Court, Cazenove Road, London, N16 6AT or by phone on 07539 442 626. If you wish to obtain a copy of the firm’s Complaint Handling Procedure, please be in contact with us. |

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| 1. **We are covered by the Financial Services Compensation Scheme (FSCS)** |
| 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.  **Mortgage:** Mortgage advising and arranging is covered up to a maximum of £50,000. Further information about the compensation scheme arrangements is available from the FSCS.  **Insurance:** Advising and arranging of optional insurance policies is covered for 90% of the claim, without any limitation. Compulsory insurance policies are covered 100%. |

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| 1. **Data Protection** |
| The information you have provided is subject to the Data Protection Policy and Privacy Notice of the firm, which is available upon request. You may request confirmation of the information we hold about you, to which we will respond within 30 days.  You consent to us or any company associated with us for processing your personal data in accordance with the Data Protection Policy and Privacy Notice of the firm.  If you wish to obtain a copy of the firms Data Protection Policy and or Privacy Notice, please be in contact with Secure Finance Ltd.  We may undertake checks via credit reference and fraud prevention agencies to manage your account with us. Please note that these checks should not affect your credit rating.  Furthermore, any of our Product Providers (including Credit Providers), may also undertake checks via credit reference and fraud prevention agencies to obtain information with regards to your credit profile. This may affect your credit rating. |

I/we hereby confirm that I/we have received, read and understood this Terms of Business Agreement and understand that this forms the terms of business between myself/us and Secure Finance Ltd.

(Applicant One)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Applicant Two)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Insurers and Brokers Table**

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| **This table is designed to provide you with an exclusive list of the insurers and brokers we work with when arranging a policy on your behalf.** | | | | | | | | |
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|  | **Policy Type** | | | | | | | |
| **Insurers / Providers** | **Buildings** | **Commercial \*** | **Commercial Buildings** | **Motor** | **Personal Lines** | **Household** | **HNW\*\*** | **Liability** |
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| **Wholesale Brokers** |  |  |  |  |  |  |  |  |
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\* Commercial Policies

\*\* High Net Worth Policies (e.g. for Buildings which have rebuild cost in excess of £300,000 and Contents Insured in excess of £80,000