



**Mortgage and Non-Investment Insurance arranging and advising**

## **Client Agreement**

**Please read the following carefully, before signing.**

**illingworths insurance & financial services is a trading style of J Illingworth & Co Ltd, Newgate House, 1 Newgate, York, YO1 7LA**

### **Information Relevant to Your Mortgage Needs**

We will provide you with information relevant to your mortgage needs, covering such items as an explanation of the main repayment methods and the implications of taking out a mortgage. We are also able to arrange protection insurances, such as non-investment life cover and income protection cover. These types of policies are known as non-investment insurance policies.

### **Initial Disclosure (IDD) and Illustration (KFI) Documents**

You will receive these documents from your adviser in a personalised format prior to any application for a mortgage and/or non-investment insurance. It is important that you become completely familiar with these documents and be aware of their content before making any financial commitment. Please note that you have the right to request a KFI for any mortgage contract that we are able to offer.

### **Our Process Explained**

At commencement of the process we will disclose our regulatory status to you by issuing an Initial Disclosure Document (IDD) that is designed to give you important clear and succinct information regarding **illingworths insurance & financial services** and the services that we offer. This is also the time that we will normally issue this document, the **illingworths insurance & financial services** Client Agreement. A little later in the process we will complete a detailed fact-finding questionnaire to enable appropriate advice to be given to you on your mortgage and/or non-investment insurance requirements.

Once we have established the most suitable lender/provider that best suits your 'Demands and Needs' we will provide you with an Illustration [Key facts Illustration (KFI)] This will illustrate in detail the product we have recommended and the costs involved in setting up your regulated business contract. Details of the loan/insurance will also be confirmed in your lender's formal offer/provider's acceptance letter or policy document.

In summary therefore, you need to have read and be familiar with the Client Agreement, the IDD, the KFI, and the lender's offer/providers acceptance letter or policy document. Although this may seem like a great deal of documentation, it is important that you make careful and informed decisions and it is our aim to help you with this process. **All documents must be read and understood by you and we invite any questions or concerns you may have relating to the advice given.**

### **Receiving Payments**

For mortgage and non-investment insurance business **illingworths insurance & financial services** does not handle client monies.

We **never** handle cash or accept a cheque made out to **illingworths insurance & financial services / J Illingworth & Co** **unless** it is a cheque in settlement of our charges or disbursements for which we have previously disclosed to you, for example in the IDD or KFI.

Crossed cheques for various ancillary fees should only be made payable directly to the relevant third party (for example mortgage lender, surveyor, solicitor)

You should decline to give any money to, or write cheques payable to an individual mortgage adviser. Individuals that represent **illingworths insurance & financial services** are not to handle client money, any receipt by them of such a payment from you will not be regarded by **illingworths insurance & financial services** as being a transaction for which **illingworths insurance & financial services** will have any responsibility.

### **Important Risk Warnings**

Please note that **illingworths insurance & financial services'** assessment of whether our recommendation is appropriate to your needs and circumstances is based only on your current circumstances and any reasonably foreseeable changes to these. Remember, **YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE. THE ACTUAL RATE AVAILABLE WILL DEPEND UPON YOUR CIRCUMSTANCES. ASK FOR A PERSONALISED ILLUSTRATION.**

**Claims Handling**

**illingworths insurance & financial services** does not have a delegated authority to pay claims and in the event of a claim act for the insurance company. We will assist you in making that claim and pass details on to the insurer.

**Cancellation Rights**

You have a right to cancel the insurance contract within a specified time period. The period of cancellation for all non-investment insurance is usually 30 days. The cancellation period begins on the latter of:-

- the day of the conclusion of the contract; or
- the day on which you receive the contractual terms and conditions and information in a durable medium i.e. a paper record.

**Reclaiming Commission – Protection Business**

Please note that if we arrange for you to effect a protection policy from which we receive commission from the provider firm and **SUBSEQUENTLY YOU CEASE TO PAY PREMIUMS OR CANCEL WITHIN THE NORMAL CANCELLATION PERIOD** which results in us either refunding the commission paid to us on a pro-rata basis or receiving no commission, **WE RESERVE THE RIGHT TO CHARGE YOU A FEE** to recompense us for the time spent in advising you and arranging the policy (the amount and timeframe of the commission which could be clawed back is dependent on the product chosen and will be detailed in your suitability letter).

Full details of the relevant remuneration are given in our IDD, which will be provided to you as a separate document.

**Termination of Mortgage Advice and Arranging**

Termination is without prejudice to any transactions already initiated, which will be completed according to: the client agreement, the disclosure document and illustration, unless otherwise agreed in writing. You may terminate your instructions to us at any time. We reserve the right to require such termination to be in writing. We may terminate this agreement by giving you a minimum of 14 days’ notice. No penalty shall be payable on any termination but we shall reserve the right to be remunerated for work undertaken prior to such termination. Any such termination shall be subject to completion of any transactions, which are in progress at that time.

**Conflict of interest & material interest**

Occasions can arise where we, or one of our other clients, may have some form of interest in business, which we are transacting for you. If we become aware that our interests or those of one of our other clients conflict with your interests, we will inform you and obtain your consent before we carry out your instructions.

**Records & Data Protection Act 1998**

Under the Data Protection Act 1998 [DPA 1998], you or your appointed agent, have a right to inspect computer (and certain manual) records relating to yourself and your transactions through ourselves and where appropriate have it corrected or deleted. All such requests for information must be referred to the Data Protection Officer. As we treat all our clients’ records as confidential, we reserve the right to give you copies of your records, where in certain circumstances to release the original would compromise other clients’ confidentiality. We reserve the right to give you copies of your records where access to your data is necessary to protect your privacy. You do not have the right to demand access to data for any other purpose.

So that we may fully understand your circumstances and requirements, **illingworths insurance & financial services** will need to collect information about you, which we will hold as Data controllers under the DPA 1998. **illingworths insurance & financial services** will use this information to analyse your current and future financial needs so that we can ensure that any subsequent advice is suitable to your particular circumstances. Our regulator the FCA requires us to keep records of our business transactions for at least three years. However, we will not keep records longer than is necessary. Where other companies provide services to **illingworths insurance & financial services**, then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions, such as processing business and obtaining compliance and regulatory advice, you are aware that sensitive personal information (for example health details) held by us may be disclosed on a confidential basis to such companies. You also agree that for the purposes described above your data may be transferred to countries outside the European Economic Area (EEA).

**Introductions**

There will be occasions when clients are introduced to us from third parties, for example accountants or solicitors. Under such circumstances, we may rebate part of the fee that we charge you back to the introducer, as payment for making the introduction. As part of the documentation that we will give you, we will tell you the total fees you will have to pay, although we will not tell you what proportion of those fees that may be rebated to introducers. This responsibility will be with the introducer (where introducer fees are payable).

**DECLARATION AND CONSENT**

I/We have read and consent to the above Client Agreement and confirm the issue and receipt of the IDD. I/We hereby authorise the transfer of information between such third parties, as described above, on a confidential basis when warranted. I/We agree that the Client Agreement will come into effect from the date of their receipt. I/We authorise **illingworths insurance & financial services** to act on my/ our behalf in obtaining the mortgage loan and/or any required non-investment insurances.

**Signature 1** .....

**Print Name** .....

**Date** .....

**Signature 2** .....

**Print Name** .....

**Date** .....