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3 AV Wilding Estates, Guilden Sutton, Chester, CH3 7EX

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T: 01244 319962

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### Client Agreement for Mortgage's and Life Insurance

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#### Our services

Financial Fortress Ltd is able to act on your behalf in advising you on mortgage's, Life and Illness insurance contracts. We offer products and services as follows:

- **Mortgage's** - we offer an independent advice service. We will recommend a mortgage based on a comprehensive and fair analysis of the market. We will place no restrictions on the mortgage market we will consider before providing recommendations, unless you instruct us otherwise. We will however, only make a recommendation when we know it is suitable for you.
- **Non-investment protection contracts** - we offer non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers. A recommendation will be made after completing fair analysis of the whole of market.
- **General Insurance Contracts** – We offer a referral service to our chosen third-party broker Safe & Secure home insurance who will assist if required. With respect to your mortgage, the only compulsory insurance is **buildings cover only** and a suitable policy should be in place by “exchange of contracts”. The amount of cover should be at least the full rebuilding cost of your property. Your solicitor will advise when exchange of contracts take place. **It is your responsibility to have appropriate cover in place by exchange of contracts!**

We offer you an initial consultation {free of charge} at which we will describe our services more fully and explain the payment options. If you decide to go ahead, we will:

- Gather and analyse personal financial information about you and your aims and objectives;
- Recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you.

#### Client Classification

We treat all our clients as “retail Clients” unless you request otherwise. This means you are provided with the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

## **Our Recommendations**

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.

We will confirm our recommendations to you in a suitability report along with details of any special risks associated with the products recommended.

## **Conflicts of Interest**

Any advice we provide will be in accordance with that disclosed in our initial disclosure document a copy of which I have provided you with. Occasions may arise where we or one of our clients have some form of interest in business being transacted by you. If this happens or we become aware that our interests or those of one of our client's 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.

## **Service and Standards**

We are committed to providing the highest standard of financial advice and service. Your interests are very important to us and for any advice or service we provide we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon;

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## **Our Services and Costs**

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I provided you with our Key Facts disclosure document 'about our services and costs'. You will recall that we comprehensively covered the content of this document which covers the services we provide and what they cost. You confirmed you fully understood this and were happy to proceed on the basis as confirmed within our service proposition agreement which you have signed.

It is important that you keep the client agreement, service proposition and disclosure document together and if you have any questions you contact us immediately.

### **How we are paid Mortgages:**

We charge for our services by way of an Adviser charge.

By using us for the first time to arrange a mortgage or lend, we will charge a "new to Fortress" broker fee of £595.00 which is payable on Mortgage Offer for the mortgage advice given. On any subsequent rounds of mortgage advice (for example, re-mortgage, further purchase or product switch), we will charge an "existing client" broker fee of £295, payable on offer of that mortgage.

(Mortgage Offer is a formal offer from the proposed Mortgage Lender and legally binding on them after they have completed their checks including valuation and underwriting).

We will also probably receive a procurement fee from the lender after completion, which will be disclosed when we know exactly what it will be.

#### **Insurances:**

We do not charge a fee for our General Insurance and Protection services as we will normally receive commission from the product provider.

You will receive a formal illustration which includes the quotation and commission disclosure. This will disclose exactly what (if any) commission payment we will receive should you decide to proceed with the recommendations.

#### **VAT**

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

#### **Cancellation rights**

#### **Mortgages:**

You will have at least seven days after being given a binding offer, or a lender has confirmed their willingness to be bound by a previous conditional offer, to reflect before committing yourself to taking out this loan. The accurate cancellation rights and any validity period of the Offer will also be specified in your written illustration provided.

If you enter into the mortgage you will have no right to withdraw.

#### **Insurances:**

In most cases you can exercise a right to cancel by withdrawing from the contract (we call this your "cooling-off period"). Generally, you will normally have a 30-day cancellation period for an insurance policy and a 14-day cancellation period for all other contracts.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you. If you cancel within the "cooling off period", you will receive a refund of any premiums paid. After the appropriate "cooling off period" has expired, no refund of any premiums will be given.

#### **Client money**

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

#### **Documentation**

We will endeavour to arrange for all your products to be registered in your name unless you instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you. You will be provided with personal log-in details where copies of all documentation provided to you and signed by you will be maintained. If you have any queries with using the site, please get in touch with your adviser and log in details will be contained in your suitability letter.

**Instructions**

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

**Complaints**

If you wish to register a complaint, please write to Financial Fortress Ltd, 3Av Wilding Estates, Guilden Sutton, Chester, CH3 7EX or telephone 01244 319962.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

**Data Protection**

Please refer to our separate **Data Protection document** for further details.

**Anti-money laundering**

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose, 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.

**Law**

This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

**Termination of Authority**

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

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## Declaration

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**Client 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 in conjunction with the Key Facts and service proposition before signing them. If you do not understand any point please ask for further information.

Please confirm to us in writing if you do not consent to us or any company associated with us processing any sensitive data as described above.

I/We confirm I am/we are aware of all the costs of the Financial Review and any ongoing service as covered in the Key Facts document and Service proposition you provided me with.

I/We confirm that we agree to the adviser being remunerated on the basis selected below;

By deduction from the contract	
By direct payment from ourselves	

**\*\* Please tick one of the boxes above to confirm your preferred method of remuneration**

Client 1 Name .....

Client Signature .....

Date of Issue .....

Client 2 Name .....

Client Signature .....

Date of Issue .....