

Mortgage & Insurance Terms of Business

Please ensure you read this document carefully as it outlines important information about our services, your rights, and the protection available when working with us. If anything is unclear, contact us for clarification.

Financial Conduct Authority

Clearview Mortgage Solutions Limited is authorised and regulated by the Financial Conduct Authority (FCA) for residential mortgages (first and second charges), pure protection and general insurance business. The FCA regulates financial services in the UK, and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. Our FCA reference number is 1013885.

Our Services

We will advise and make a recommendation after we have assessed your needs for mortgage and pure protection products. We do not offer an execution only service.

We offer the following services as a whole of market mortgage and insurance broker:

- Mortgages - Residential, Consumer Buy-to-Let, Second Charges and Regulated Bridging Loans
- Personal and Family Protection - Life Insurance, Critical Illness Cover, Income Protection, Accident Sickness and Unemployment (ASU)
- General Insurance - Building, Contents, Landlord Insurance and Private Medical Insurance

Our Services - Continued

We offer a comprehensive range of first and second charge mortgages from across the market. A list of the lenders on our panel is available on request. We will recommend a mortgage product that is suitable for you following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability. During the initial consultation we will complete a Client Fact Find to enable us to give appropriate advice on your mortgage and other related insurance products. If you are seeking to borrow additional funds, the main options are: a further advance from the existing lender; a first charge remortgage; a second charge mortgage; or unsecured lending. Where the lender permits us to arrange a further advance on your behalf, we will consider whether this is appropriate as part of our advice.

For Protection and Insurance contracts, we are an intermediary and will act on your behalf when providing advice and making our personal recommendation to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection, critical

For General Insurance contracts, we are an intermediary and will act on your behalf when recommending an insurer based on your demands and needs when we carry out a fair analysis of the market. The insurers we consider will be listed to you once we have assessed your circumstances.

For Second Charge mortgages, we are an intermediary and will act on your behalf when providing you with advice. We will carry out a comprehensive assessment on your circumstances, financial situation, review other products in the market and your long-term objective to ensure a second charge mortgage is the most suitable option for your circumstance.

Our Service Fee

Mortgages

For advising and arranging your mortgage, we charge a fee from 0% up to 1% of the loan amount, this is established once we have assessed your circumstances, and you will be notified of the fee before any work commences. Your adviser may also charge a commitment fee based on your circumstances. Please note your mortgage adviser may also charge a set fee, rather than a percentage, which will be communicated with you prior to any work commencing.

In addition, we will be paid a commission by the lender on completion of the mortgage. The commission amount will depend upon the lender and loan amount. We will confirm the commission specific to your application in your mortgage illustration. You will receive a personalised mortgage illustration when considering a particular mortgage. This will highlight the key facts about the mortgage product, including any fees relating to it and the amount of any commission due to us from the mortgage lender. A list of the commission ranges we may receive from lenders is available on request.



Refund of Broker Fee

Once you have paid our broker fee upon obtaining your mortgage, it is non-refundable. Please note that if you change your mind after paying the broker fee, no refund will be issued.

Non-Investment Personal and Family Protection: No Fee

For Non-Investment Personal and Family Protection we are an intermediary and will act on your behalf when providing advice and making our personal recommendation to you. We will do this based on a fair and personal analysis of insurers for Life Assurance, Critical Illness Cover and Income Protection Insurance.

General Insurance: No Fee

For General Insurance we are an intermediary and will act on your behalf when recommending an insurer based on your needs from a fair analysis of the market. It will be your responsibility to ensure the policy recommended to you meets your requirements. We offer products from a range of insurers for Building and Contents, Accident Sickness and Unemployment, and Private Medical Insurance.

Insurance Service Fees

We do not charge a fee for providing advice or arranging an insurance product. Instead, we receive a commission from the insurer, which is reflected in the premium amount you pay to them. The commission amount we receive varies depending on the type of contract, term of cover, and premium amount. We will inform you of the commission we expect to receive before arranging any insurance policies for you. You will also receive a quotation detailing any other fees related to the specific insurance policy we arrange for you.

Service Promise

We are committed to providing the highest standard of advice and service possible. The interests of our clients are paramount, and to achieve this, we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- Be open, honest, and transparent in our dealings with you.
- Never place our interests above yours.
- Communicate clearly, promptly, and without jargon.
- Seek your feedback on our services to ensure we meet your expectations and identify areas for improvement.



General Terms

Once you have paid our broker fee upon obtaining your mortgage, it is non-refundable. Please note that if you change your mind after paying the broker fee, no refund will be issued.

- We prefer our clients to provide instructions in writing to aid clarification and avoid misunderstandings. However, we will accept oral instructions provided they are confirmed in writing.
- We will forward all relevant documents related to your application as soon as possible after receiving them from lenders and product providers.
- Any variations to this agreement will only be valid if confirmed in writing by Clearview Mortgage Solutions Limited. FCA Number: 1013885 Company Number: 15400843 Registered in England and Wales
- Our internal auditing procedures ensure compliance with Financial Conduct Authority guidelines.
- We maintain Professional Indemnity Insurance.

Termination

The authority to act on your behalf may be terminated at any time, without penalty, by either party giving 7 days' written notice to the other.

This termination does not prejudice the completion of transactions already initiated. Any transactions effected before termination, along with a due proportion of any applicable charges for services, shall be paid up until the termination date.

Law

This agreement is governed by, and shall be construed in accordance with, the laws of England, and the parties submit to the exclusive jurisdiction of the English Courts.

Financial Services Compensation Scheme (FSCS)

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).



Force Majeure

Clearview Mortgage Solutions Limited shall not be considered in breach of this Agreement and shall not incur any liability to you for any failure to perform its duties due to circumstances reasonably beyond its control.

Complaints

At Clearview Mortgage Solutions Limited, we pride ourselves on delivering excellent customer service. However, we recognise that there may be occasions when things do not go as expected. If you are dissatisfied with any aspect of our service, we encourage you to let us know. We take all complaints seriously and will use any feedback received to further develop and improve our services.

Compliance

Clearview Mortgage Solutions Limited

New Mead Barn, Wickham Hall

Hadham Road

Bishop Stortford

Herefordshire

CM23 1JG

Or email us at: compliance@clearviewmortgage.co.uk

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 at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4567. The Financial Ombudsman Service is a free and easy-to-use service that settles complaints between consumers and businesses that provide financial services.



Data Protection

Your personal data will be retained by us, either electronically or in paper format, for a minimum of six years. In certain instances where we have a legal obligation or right to do so, we may retain records indefinitely. We treat all client records as confidential, even after you are no longer a client. As part of our service, we will aim to contact you to review your arrangements before any product we have arranged expires.

From time to time, we may inform you about new services. You can choose to not receive this information when you meet with us to arrange your mortgage, and you can update your preferences at any time.

For the purposes of the Data Protection legislation, the Data Controller in relation to any personal data you provide is Clearview Mortgage Solutions Limited. Further information on Data Protection can be found in our Client Privacy Notice.

Accessing Your Personal Data

Under Data Protection legislation, you have the right to request a copy of the information we hold about you in our records. You also have the right to request that we correct any inaccuracies in your information. Such requests must be made in writing, and we reserve the right to ask for proof of identity and address before releasing any information. Further details on how we handle Personal Data can be found in our Client Privacy Notice.

Record Keeping

We are required to maintain records to evidence the suitability of the recommendations we make. If you decide to proceed with our services, we will store and use your personal data and any other relevant information you provide in accordance with this policy.

If you choose to not allow us to store and use your personal information, we will be unable to meet our regulatory obligations and will not be able to provide our services to you. In this instance, you must tell us in writing before proceeding with an application. Further information on Record Keeping can be found on our Client Privacy Notice.



Your Privacy

At Clearview Mortgage Solutions Limited, we take your right to privacy very seriously. We will not disclose information about you or your accounts to anyone except where we have your consent or where we are compelled or permitted by law to do so.

All information we hold is stored electronically on secure computer systems. We have implemented appropriate controls to prevent unlawful access to your information and are confident in the security of our systems.

As your broker, we will discuss your personal circumstances with lenders to determine the most suitable product for your needs. The lender will conduct a credit check upon receipt of your application or, in some cases, before the application is submitted to prepare an "Agreement in Principle." We will seek your consent before providing any personal information to lenders and before conducting a credit check. This check may be recorded on your credit file. Additionally, the lender may report information about your account management to a Credit Reference Agency.

Clearview Mortgage Solutions Limited does not disclose any personal information except as necessary in the ordinary course of business. This may involve sharing information with lenders, insurers, and keeping estate agents and solicitors updated on the progress of your application(s). We are also required to make our records available to our regulator, the Financial Conduct Authority (FCA), upon request. Further information about your privacy can be found in our Client Privacy Notice.

