



# about our mortgage services

Rossmore Financial Services

Old Bank Chambers  
20 Coten End  
Warwick  
Warwickshire  
CV34 4NP

---

## 1. The Financial Services Authority (FSA)

---

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

---

## 2. Whose mortgages do we offer?

---

- We offer mortgages from the whole market.
  - We only offer mortgages from a limited number of lenders.  
Ask us for a list of the lenders we offer mortgages from.
  - We only offer mortgages from a single lender.
- 

## 3. Which service will we provide you with?

---

- We will advise and make a recommendation for you after we have assessed your needs.
  - You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
- 

## 4. What will you have to pay us for this service?

---

- No fee, we will be paid by commission from the lender.
- A fee of 0.50% of the loan payable on completion of the mortgage only. For example, if the loan amount is £150,000, then the fee would be £750. We will refund to you any commission we receive from the mortgage lender.

You will receive a key facts illustration when considering a particular mortgage which will tell you about any fees relating to it.

---

## 5. Who regulates us?

---

Rossmore Financial Services, Old Bank Chambers, 20 Coten End, Warwick, Warwickshire, CV34 4NP is authorised and regulated by the Financial Services Authority. Our FSA Register number is 223308.

Our permitted business is advising and arranging regulated mortgage contracts.

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on 0845 606 1234.

---

## 6. What to do if you have a complaint

---

If you wish to register a complaint, please contact us:

- ... in writing Write to, Old Bank Chambers, 20 Coten End, Warwick, Warwickshire, CV34 4NP.
- ... by phone Telephone 01926 494747.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

---

#### **7. Are we 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 advising and arranging is covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000.

Further information about the compensation scheme arrangements is available from the FSCS.

---

## Terms of business

---

### Commencement date

These terms of business come into effect on the date you receive them from us.

### How we act for you

We can act for you if you live in the UK. There may be restrictions on how we can advise you if any of the following apply:

- You don't live in the UK
- You are currently staying in the UK, but normally live abroad
- You are currently staying in the UK and plan to move abroad or return to another country

Please ask us for details if you think this may apply to you.

The FSA requires us to classify our clients as either 'retail' (personal) or 'professional' (business). We classify all our customers as 'retail' so that you get the highest level of consumer protection and in some cases, access to the Financial Ombudsman Service.

We will provide our services to you using reasonable care and skill. There may be circumstances where you ask us to provide specialist advice, which we are not allowed to give.

Please ask us if you need any information about what we are able to advise you about.

We can, however refer you to someone who can advise you in areas we cannot. They may pay us a fee or some other benefit for us introducing you to them as a customer; if this happens, we will tell you in writing.

You should receive a separate agreement from them explaining what services they will provide to you; they may be other financial advisers, solicitors or accountants. Any persons to whom we refer you to will take responsibility for the advice they give to you.

We can't give you legal advice, but we will point out and explain to you what the payments terms, exit charges, exclusions and other key terms are for any product you buy using our services.

We will communicate with you orally and in writing. We prefer our clients to give us instructions in writing to avoid possible disputes. If we accept oral instructions from you, we will confirm them in writing to you. Any advice we give you will normally be in writing, but if given orally, we will record it on our files.

### Conflicts of interest

Occasionally, we or one of our customers might have some type of interest in business that we are carrying out for you. This is called a 'conflict of interest'. If and when we become aware of a conflict of interest, we will tell you before we carry out any business for you and get your consent before we continue advising you. On occasion we may have to cease acting for you, but we will help you find advice from elsewhere, if you want us to.

We are not allowed to be your trustees or to put your assets in any trust, nominee account, fund or pension scheme in which we have a material interest. You may not appoint us as an executor of your will.

### **Indirect benefits**

We may receive non-monetary benefits from product providers. We will tell you before the transaction if we will receive some form of benefit that is above the level we have set as 'reasonable'.

### **Investment risk (including Property)**

All investments carry a degree of financial risk that will tend to increase in proportion to the potential rate of return on the investments. The value of some may fall as well as rise. Before entering into any investment agreement we will explain the risk, but you must tell us if you do not understand our explanation of the risk, or if you do not wish to accept that level of risk.

### **How we charge you for our services**

Full descriptions of the payment options we offer are included in section 4 of the Keyfacts document.

If we charge you fees, we may increase our rates in the future. We will not do so unreasonably, and any increase will not exceed the retail price index plus 5% in any one year. We will tell you, in writing, one month in advance of any changes to our fees. If you do not agree to the increase, you or we may end this agreement. Settlement of our invoices is due within 30 days and we reserve the right to charge reasonable interest on overdue payments. Interest will be chargeable on a daily basis. We reserve the right to discontinue work on all current matters if any bill is not settled promptly.

We may also charge you for any disbursements we have agreed to pay on your behalf. We will notify you of these in writing, if they apply.

As part of this agreement we will provide you with our services for as long as you ask us to. If you decide to end this agreement and have paid fees in advance for future advice, we will refund a reasonable amount of those fees.

### **Client money**

We **never** hold client money.

- 'Client money' is money that we receive and hold on your behalf. This can be in any currency, cash, a cheque or money in a bank account

#### **You must not:**

- Make a cheque payable to us (unless it is for payment of fees due to us); or
- Give us a blank cheque; or
- Give us cash (unless it is for payment of fees due to us).

The following is **not** client money:

- Crossed cheques made payable to someone else, which you give to us to forward to them on your behalf;
- A cheque made payable to us as payment for our services to you. If we have agreed to be paid fees for our services, we may ask for the non-refundable portion of it ahead of delivering the service to you.

If you are uncertain about any of the above, please ask us.

### **Handling assets owned by you**

We can temporarily hold documents that evidence your ownership of assets, but you must make sure you have copies of them. We will return originals to you after using them to provide our services to you.

When we arrange investments for you, we will register these in your name. We will also make sure you receive either a contract note, documents of title, or certificates confirming that you own those investments. This paperwork will be sent to you by post as soon as possible after we receive it. If we are arranging a series of transactions on your behalf, we will normally keep all the documents until those transactions have been completed.

**You must never transfer ownership of any assets to us or to any company in which we have a controlling interest.**

### **Data protection**

We have issued you with a Data Protection Statement setting out how we collect and use data about you.

### **Communications**

If we need to contact you, we can either write to you or phone you. Please let us know which you prefer and if you want us to email or fax you. If you verbally ask us to do something for you, we will confirm this to you in writing to ensure we have understood your instructions correctly. If we give you advice we will normally confirm it to you in writing.

### **Provision of information by you**

We seek to ensure that any personal information we hold about you should remain accurate and up to date; as this could affect the advice we give you. Therefore, please let us know if there are any significant changes to your personal details, when they occur.

If we ask you to fill out any forms or documents, you must do this promptly, accurately and honestly. You may be committing a criminal offence by completing a form with information that is not accurate or truthful. We will not be liable to you if you suffer financially because you have not completed a form or document truthfully or accurately. As and when requested you must provide instructions to us in a timely and clear manner during the course of your work.

When we first meet, we will agree the services we will provide to you. **If** we agree to provide you with ongoing reviews, we will regularly check that the information we hold on you is correct. You must tell us if we have got anything wrong.

### **Ending this agreement**

We may decide to stop acting for you at any time; if we do so we will write to you to confirm this. You can ask us to stop acting for you at any time, but you must do so in writing. We will keep a copy of this agreement on our files so that we have a copy of the terms on which we acted for you. Notices given by you under this agreement must be sent in writing by post. Notices will be treated as having been received by us on the second business day after you posted the notice to us.

We will have no authority to act for you after this agreement has ended. If the agreement is ended while we are providing services to you, we will finish providing the agreed services unless you ask us not to. You will have to pay any outstanding fees for our services even if this agreement has ended. Any fees outstanding at the date of termination will be due within 30 days of the termination date.

**Law**

These terms of business will be interpreted and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts, except if your address is in Scotland, when the courts of Scotland shall have non-exclusive jurisdiction.