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Authorised and Regulated by the Financial Conduct Authority

# **Mortgage and Insurance Services & Costs**

### The Financial Conduct Authority

McSherry Halliday is authorised and regulated by the Financial Conduct Authority (FCA). 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 <a href="www.fca.org.uk/firms/systems-reporting/register">www.fca.org.uk/firms/systems-reporting/register</a>. Our FCA number is 113475.

# **Our Services**

### Mortgages

Our mortgage services are limited to advising on first charge mortgage products only. We will consider all lenders that we have access to before recommending a suitable mortgage product, following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability.

When selecting a lender we will not consider those that are only available by you going direct to them.

Where you are increasing your borrowing or consolidating existing loans you may have the option of:-

- taking out a further advance with your existing lender;
- arranging a separate second charge mortgage;
- borrowing through an unsecured loan;

and whilst these may be more appropriate for you, we will not consider the merits of these when making our recommendation to you.

### Insurance

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

# The cost of our services

We charge a fee of £300 for providing advice and submitting a mortgage application on your behalf. This fee is payable on completion of the mortgage.

We will receive and retain any procuration fee paid by the lender on completion of the mortgage. The level of the procuration fee will be confirmed at the outset.

Should you wish, you can request to view the commission rates from each of the lenders that we have considered at the time of our recommendation.

### **Refund of fees**

Please note that our fee will still be charged should the lender reject your mortgage application due to non-disclosure of any material information about your personal situation. It should also be noted that we do not provide a refund should you decide not to proceed with the mortgage after we have made a recommendation to you.

#### Insurance

We do not charge a fee as we will receive commission from the provider after the policy has been placed on risk.

# Our ethical policy

We are committed to providing the highest standard of advice and service possible. The interest of our customers is paramount to us 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 the way that we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon;
- seek your views and perception of our dealings with you to ensure that it meets your expectations or to identify any improvements required.

### **Cancellation rights**

Certain protection and insurance contracts allow you the right to cancel after a contract has been put in place. Prior to entering into a protection or insurance contract, we will provide you with specific details should this apply, including the duration, any conditions, practical instructions, any costs for exercising and the consequences of not exercising it.

#### 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 Mr James B. Morrison, McSherry Halliday, 8 Academy Street, Troon, KA10 6HS or telephone 01292 313737.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request.

f 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.

# **Financial Services Compensation Scheme**

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.

Further information about the limits applicable to the different product types is available from the FSCS at <a href="http://www.fscs.org.uk/what-we-cover/products">http://www.fscs.org.uk/what-we-cover/products</a>.

### **Client Verification**

We may be required 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 that 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 only at the outset.

## Law

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

# **Force Majeure**

McSherry Halliday shall not be in breach of this agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

### **Termination**

The authority to act on your behalf may be terminated at any time without penalty by either party giving 7 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.

### **DECLARATION**

This is our standard agreement upon which we intend to rely. For your own benefit and protection, you should read the terms carefully before signing. If you do not understand any of the terms, please ask for clarification.

I/We are aware of the costs of the services and agree to the amount and timing of these	
Full Name:	Full Name:
Signed:	Signed:
Date:	Date: