



## **Terms of Business**

### **Regulated Mortgages and Protection Planning**

We are a mortgage and insurance intermediary that is acting on your behalf when delivering our services to you. You should use the information provided within this document to decide if our services are right for you.

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#### **Whose products do we offer?**

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##### **Mortgages**

We offer products in the following 'relevant market':

- Regulated mortgage contracts that are used for a non-business purpose.
- We are unlimited in the range of mortgages we will consider for you and can offer you advice on both first and second charge loans.

##### **Insurance**

We offer products from a fair and personal analysis of the market for all non-investment insurance products.

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#### **Which service will we provide you with?**

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##### **Mortgages**

We offer an advised sales service.

This means we will provide advice and make a personal recommendation for you after we have assessed your specific needs and circumstances.

##### **Insurance**

We will make a personal recommendation after we have assessed your needs and circumstances for non-investment protection products such as term assurance, critical illness cover, income protection and unemployment cover.

and

You will not receive advice or a recommendation from us for buildings and contents insurance. We will 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.

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## What will you have to pay us for our services?

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### Mortgages

Our initial consultation is free. If you decide to proceed with an application, a Broker Fee of no more than £199 will become payable at the point of application. We may also receive commission from the lender in addition to this fee, which we will retain.

You will receive a mortgage illustration or ESIS (European Standardised Information Sheet), when considering a particular mortgage which will tell you about any fees relating to it.

You have the right to request a mortgage illustration/ESIS for any mortgage we offer.

### Insurance

We do not charge you a fee for non-investment insurance products. We will usually be paid commission by the provider which is a percentage of the premium you pay to the insurer. You will receive a quotation that will tell you about any other fees relating to a particular insurance contract.

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### Refund of fees

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If we charge you a fee and you do not go ahead with your mortgage, you will not receive a refund from us.

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### Conflicts of Interest

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Occasions may arise where the firm, an employee, or other associates of the firm has competing professional or personal interests which may prevent these services being provided to clients in an independent or impartial manner.

We will take all appropriate steps to prevent conflicts of interest from occurring in line with our conflicts of interest policy. However, there may be occasions where a conflict of interest cannot be prevented. Where this is the case, we will disclose to you the nature of the conflict and the steps we will take to mitigate the risks that you will be treated unfairly as a result of any conflicts identified.

We will make you aware of any conflict of interest before the provision of services, to enable you to choose whether you still wish to proceed with services. A copy of our conflict of interest policy is available on request.

We may, on occasion, receive minor non-monetary benefits from third parties such as lenders or product providers (eg. food and drink at a training event or stationary products). Where relevant, any minor non-monetary benefits received will not conflict with our duty to act in your best interests.

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### Who regulates us?

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We are authorised and regulated by the Financial Conduct Authority (FCA). Our financial services register number is 301947.

Our permitted business is:

- Advising on regulated mortgage and non-investment insurance contracts;
- Arranging (bringing about) regulated mortgage and non-investment insurance contracts;
- Making arrangements with a view to regulated mortgage contracts; and
- Making arrangements with a view to transactions in non-investment insurance contracts.

You can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

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## What to do if you have a complaint

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

.....in writing

...telephone

....email

The Complaints Officer  
PJK Associates Ltd  
Dolphin House  
103 Frimley Road  
Camberley  
GU15 2PP

01276 22333

info@pjkassociates.co.uk

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

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## Are we covered by the Financial Services Compensation Scheme (FSCS)?

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We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim.

### **Mortgages:**

Mortgage advising and arranging is covered up to a maximum limit of £85,000. Further information about compensation scheme arrangements is available from the FSCS.

### **Insurance:**

Long term insurance benefits (eg. Life Assurance)

The maximum level of compensation for claims against firms declared in default is 100% of the claim with no upper limit.

#### General Insurance

General insurance advice and arranging is covered for 90% of the claim with no upper limit.

Protection is at 100% where claims arise in respect of compulsory insurance (e.g. employer's liability insurance), professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder.

Protection is at 90% where claims arise under other types of policy with no upper limit.

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## Communicating with you

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We will provide information to you by whatever means are convenient to you and all such information will be made free of charge and in English. You may, at any time, choose to request information on paper that has previously been provided to you by means other than paper (e.g. email).

We will endeavour to contact you to review the financial products you have arranged through us to ensure our relationship with you continues and you receive service and support from us (e.g. contacting you towards the end of a fixed rate mortgage product to review the mortgage market as a whole).

### **Please indicate your preference for this communication:**

Email:

Telephone:

Post:

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**Marketing**

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We may use personal data we hold about you to help us identify, tailor and provide you with details of products and services from us that may be of interest to you. We will only do so where we have obtained your consent and then have a legitimate business reason to do this and will do so in accordance with any marketing preferences you have provided to us.

**Please indicate your preference:**

Email:  Telephone:  Post:

In addition, where you have provided your consent, we may provide you with details of products and services of third parties where they may be of interest to you.

**Please indicate your preference:**

Email:  Telephone:  Post:

You can opt out or change your marketing preferences at any time. If you wish to amend your marketing preferences please contact us:

By phone: 01276 22333

By email: [info@pjkassociates.co.uk](mailto:info@pjkassociates.co.uk)

By Post: Dolphin House, 103 Frimley Road, Camberley GU15 2PP

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**Ending your relationship with us**

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You or we may terminate this agreement to act on your behalf at any time. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any services already provided / transactions already initiated, which will be completed unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination in accordance with the charges as laid out in the payments section (What will you have to pay us for our services) of this agreement.

**Client Declaration**

This document confirms the services offered by PjK Associates Ltd and our charges for those services and forms the basis upon which our recommendations will be made. Please sign below to confirm you have received and read this document. For your own benefit and protection you should read this document carefully before signing it. If you do not understand any point, please ask us for further information.

By signing, you are also confirming that you have received a copy of our Data Privacy Notice.

<b>Client Full Name:</b>	<b>Client Full Name:</b>
<b>Client Signature:</b>	<b>Client Signature:</b>
<b>Date Issued:</b>	<b>Broker Fee:</b>