

RESIDENTIAL MORTGAGES & PROTECTION INSURANCES

About Us

Asset-Cap Ltd is an independent mortgage and protection brokerage based in the heart of the City who specialise in providing professional advice and arrangement across a wide variety of property transactions and associated insurance contracts.

What We Offer

Mortgages - we offer an independent mortgage service. This means we will not place any restrictions on the mortgages we have access to but we will not consider deals that are only available directly from a lender.

Insurances - we offer non-investment protection products, such as term assurance, income protection and critical illness, from a range of insurers.

General Insurance - we offer buildings & contents insurance, accident, sickness & unemployment (ASU) and private medical insurance from a range of insurers.

Our Services

We offer a full advice, recommendation and arrangement service. We will assess your personal circumstances and requirements, including a detailed assessment of your affordability and narrow down the selection of provider and recommend a mortgage and/or protection product that meets your needs. Where applicable, we will research, establish and confirm if a secured second charge loan and/or Further Advance is more appropriate.

Our Commitment to You

We are committed to offering our customers the highest possible standards of service. We recognise that both we and our customers have everything to gain if we look after your best interests and treat you fairly in all aspects of our dealings with you. We commit to being open, honest and transparent in the way we deal with you and not place our interests above yours. We will communicate clearly, promptly and without jargon; providing you with clear information about the products and service we offer, including fees and charges. We will also establish your income, affordability and ascertain your individual needs, objectives, preferences and circumstances before recommending a suitable product. We encourage you to ask if there's something you don't understand and will give you access to a formal complaints procedure in the unlikely event you become unhappy with our service.

Your Commitment to Us

To help us give you the most appropriate advice, we will ask you to tell us as much as possible about your income and outgoings to enable us to properly assess how much you can afford both now and in the future. We ask you to let us know about changes that might affect your ability to repay a mortgage and if there is any aspect of our service, or of a product we have discussed or recommended that you don't understand. We also welcome feedback if you think there are ways we can improve upon our service.

Who Regulates Us

The Financial Conduct Authority (FCA) is the UK's independent watchdog that regulates financial services. Asset-Cap is directly authorised and regulated by the FCA and is permitted to advise on and arrange regulated mortgage contracts, non-investment insurance contracts and general insurance.

Our Financial Services Register Number is 543309. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

The FCA does not regulate some types of mortgages and loans, such as Buy to Let or Commercial Finance.

Anti-Money Laundering Regulations (AMLR) & Criminal Justice Act 1993

To comply with the AMLR we are obliged to "Know Your Customer" and must verify your identity. We are 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 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.

How We Are Remunerated

Mortgages - we charge fees for our services and the amount payable will depend on the complexity of the transaction and will fall due upon provision of the advice provided to you in recommending and/or arranging a mortgage product. We may also receive a commission from the lender for administering the placement of business with them. We will confirm the amount of fees payable prior to you proceeding.

For illustration purposes, if your mortgage is £500k, the fee payable would be £5,000, which equates to 1% of the loan.

Our fee will be charged should the lender reject your mortgage application due to you not disclosing any material information about your personal situation. It should also be noted we do not provide a refund should you decide not to proceed with the mortgage loan after we have made a recommendation to you.

Insurances - we do not charge a fee for these services as we will normally receive commission from the insurance provider.

www.fscs.org.uk

www.financial-ombudsman.org.uk



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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% up to a maximum of limit of £50,000.
- Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

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

Conflicts of Interest

While we offer independent advice, occasions sometimes arise where we - or one of our customers - will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests, or those of one of our other customers, conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

Cancellation Rights

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

Termination

Our authority to act on your behalf may only be terminated in writing at any time by either party and without prejudice to the completion of any transactions initiated prior to receipt of from the date issued of such notice.

Force Majeure

Asset-Cap 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.

Law

These terms are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Data Protection Act (DPA) 1988

The information you provide to us is subject to the Data Protection Act (the "Act"). By signing this document you consent to us or any company associated with us for the processing, both manually and by electronic means, of your personal data for purposes of providing advice, administration, management and procurement of a product.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

We will not disclose your personal information, without your express consent, to any unrelated third parties, except for parties affiliated with us which include representatives of our compliance advisers, our auditors and any organisation requiring access to such information for legal or regulatory purposes.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 020 7002 7771 or in writing to Asset-Cap Ltd, 34 Lime Street, London. EC3M 7AT.

Subject to certain conditions, you are entitled to have access to your personal information held by us, as well as a right to correct any inconsistencies. Our transaction records will be held for six years.

Asset-Cap strives to provide excellent service and customer care. However, if something goes wrong, we are committed to handling complaints quickly and efficiently. If you wish to register a complaint, please contact us in writing to: Compliance Officer, Asset-Cap Ltd, 34 Lime Street, London, EC3M 7AT; or by phone to (020) 7002 7771.

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



DECLARATIONS**Authority to Act**

You hereby confirm and acknowledge that...

- You authorise us to make enquiries and request any references as Asset-Cap considers necessary in connection with making an application on your behalf, whether of your employer(s) or otherwise and you authorise such persons to give the requested information to us.
- You consent to us, or any company associated with us, in the processing of sensitive data and for us to pass on, at its discretion, any such information or documents obtained to lending institutions.
- You give permission to lenders to conduct credit searches about you and accept that credit reference agencies keep a record of all credit searches whether or not you formally proceed to making a full mortgage application. You accept that lenders may use credit-scoring techniques to assess your status and verify your identity.
- You authorise us to access information held by a lender relating to an application made by you as a result of a service provided by us.
- The Terms contained herein will come into force from the date of issue of this Terms of Business & Disclosure Document and will continue until they are amended or replaced.

Mortgage Scheme Disclaimer

- You hereby confirm that the purpose of the mortgage being arranged for is for residential purposes only and will be occupied by you or your immediate family. If your situation changes and you later decide to let out your property, you must inform your lender and obtain permission or consent to let. Failure to do so will put you in breach of your mortgage conditions.

Protection Insurances Disclaimer

- You hereby confirm that you have been made aware of the importance of protecting your financial security in the event of an unforeseen occurrence and understand the implications of not effecting suitable and associated protection insurances. You acknowledge that it is ultimately your responsibility to ensure you are adequately covered.

Marketing Consent

From time to time and where we believe it may be in your best interests, Asset-Cap may telephone, text, email or write to you to advise you of additional products or services.

If you do not wish to be contacted by Asset-Cap then please tick the following box...

Applicant 1 Applicant 2

Specifically and only where we believe it to be in your best interests, we may occasionally pass your details onto an associated third party.

If you do not wish to be contacted by Third Parties then please tick the following box...

Applicant 1 Applicant 2

Declarations

I/we confirm that I/we have read, understood and accept the information and terms contained herein.

I/we give my/our consent to proceed for the purpose of arranging a mortgage, protection or general insurance product on my/our behalf.

Applicant 1**Applicant 2**

Name _____ Name _____

Signed _____ Signed _____

Date _____ Date _____

Your home is at risk if you do not keep up repayments on your mortgage or any other loan secured against it.

