

# Terms Of Business

How we work.



**MONTGOMERY FINANCIAL**

Trusted | Respected | Recommended



## Who we are

At Montgomery Financial we specialise in finding the right solution for you when arranging your mortgage or life insurance and strive to ensure you are in the most trusted hands as this is one of life's greatest decisions to make.

We are based in Northamptonshire but can offer advice further afield via zoom anywhere in the country. You will always have access via your broker to a range of lenders and insurers that provide mortgages and protection that isn't necessarily available on the high street or through search engines.

We aim to provide you with advice that you can understand and navigate you through this journey to help you understand the jargon and make things as easy as possible for you as a customer.

## What we do

As soon as you get in contact with Montgomery Financial you will be allocated your own personal mortgage adviser who will be in constant contact with you and will be able to assist you in your client journey. They will share their wealth of knowledge of all things mortgage and are best suited to advise you of your own personal circumstances.

We are here for the long run and the relationship you build with your mortgage adviser means you can trust them to get the best product available for you and to give you support and advice along the way.





01933 829444



[enquiries@montgomeryfs.co.uk](mailto:enquiries@montgomeryfs.co.uk)



[www.montgomeryfs.co.uk](http://www.montgomeryfs.co.uk)



Head Office: Finance House, 69  
Brook Street, Raunds, NN9 6LL

## About this document

This document states our terms. You need to read this important document. It explains the service we provide and the costs involved.

By continuing with this service, you are agreeing to the terms included in this document.

## How we are regulated

Montgomery Financial is a trading style of Montgomery FS Ltd, an appointed representative of The Right Mortgage Limited who are authorised and regulated by the Financial Conduct Authority (FCA).

You can check our details and regulatory permissions via the Financial Services Register at [register.fca.org.uk/](http://register.fca.org.uk/) or by contacting the FCA on 0800 111 6768. Our FCA reference number is 972626.

## Our Company

Montgomery FS Ltd of Finance House, 69 Brook Street, Raunds, NN9 6LL trades as a Limited Company. Our Company Number is: 12305679

## Our Service

We offer an advised service for mortgages and insurance. This means that we will provide you with a recommendation for you after we have assessed your needs.

## Insurance Products

We offer products from a range of insurers for pure protection (non-investment) insurance contracts. For example; life, critical illness and income protection insurances.

We offer products based upon a fair analysis of general insurance providers for:

- Property, contents, personal possessions cover;
- Accident, sickness & unemployment cover;

## Mortgage (home finance) products

We offer a comprehensive range of first charge & second charge mortgages from across the market, but not deals that you can only obtain by going direct to a lender.

If you are mortgaging a buy to let property, we will only advise you on the services listed in this document. We will not provide advice on any tax or investment matters, for this you should seek advice from an authorised and qualified individual.

## Mortgage regulation

Some mortgages are regulated by the Financial Conduct Authority (FCA) and some are not:

- Residential mortgages are regulated by the FCA; Buy-to-let mortgages are not normally regulated by the FCA. However, some are defined as "consumer buy-to-let" - we will confirm if this applies to you
- Commercial mortgages are not regulated by the FCA

## Additional Buy to Let Disclosures

By proceeding with a Buy to Let Mortgage application, you are also agreeing:

- The property is being purchased wholly, or predominantly for business purposes.
- You are applying for the mortgage with the sole intention to let the property/properties out
- You understand that, a family member cannot reside in the property under any circumstances.
- You understand that, if there is a change in your circumstances and you consider living in the property at any time in the future, you are responsible for advising the lender of this.
- You understand that, should you decide not to let the property, you may be obliged to either repay the loan in full or transfer the mortgage to a product suitable for residential purposes. You understand that it is a breach of the terms and conditions of the mortgage to live in the property and fail to inform the lender of this.

## Increasing borrowing on a property

If you are looking to increase the borrowing on a property, the following options may be right for you:

- Further advance from your existing lender;
- Second charge mortgage;
- A new first charge mortgage;
- Unsecured lending.

We do not offer advice on unsecured lending.

## What we will do

- Act in your best interests
- Communicate clearly, promptly and in plain English;
- Explain all costs involved
- Assess your needs before making a recommendation
- Review the market from our list of reputable lenders and providers to recommend the most suitable product for you

## What we will not do

- Submit an application before conducting a full review of your circumstances and obtaining all supporting information
- Cause you to incur a credit search or incur any costs without your prior agreement
- Act without first getting your permission
- Give advice on;
  - Legal/conveyancing matters
  - Issues of taxation
  - Investments or pensions

## Instructions

We will normally accept your instructions verbally or in writing; however, we always recommend that all instructions are provided in writing for the avoidance of misunderstandings.

## How we will operate

During our initial consultation we will complete a questionnaire to enable us to understand your circumstances and your needs. This enables us to give you appropriate advice. A copy of this is available upon request.

We will conduct research to establish what products are most suitable for you and make these recommendations. This will be confirmed to you in writing.

You will also be provided an illustration detailing the recommended product.

## Your responsibilities

You must deal with us in an honest and transparent way. Not disclosing key facts about your circumstances could impact the advice given, and could impact your ability to obtain the most suitable product. It could even void the product, such as if this non-disclosure is viewed as a fraudulent act.

If you have any doubts as to whether you should disclose a matter it is better to do so.

It is your responsibility to check that the product is as you expected, you should check all documents carefully. Please notify your adviser as soon as possible of any issues.

# Costs

## Insurance

No fee is payable for our service in relation to insurance contracts.

We will be paid commission by the insurer.

## Home Finance Products

A fee will be charged as per the table below depending on the type of transaction, this is payable on application for our service in relation to mortgage contracts.

Schedule of Fees	
Transaction Type	Fee
Mortgage (Purchase/ New Client)	£476
Remortgage	£132
Buy to Let (Purchase/ New Client)	£673
Buy to Let Remortgage	£132
Ltd Co Buy to Let	£937
Retirement Interest only / Over 55's mortgage/complex	£673

We will be paid commission by the lender; the amount due will be disclosed via the mortgage illustration.

## Refunds and Transfers

Where a fee has become due, and you subsequently cancel or withdraw at any time before completion, in order to cover our administration costs, the fee will still be due, and if already paid you will not receive a refund.

## Complaints

If you wish to register a complaint, please contact us:  
**In writing:** The Right Mortgage Limited, St John's Court, 70 St John's Close, Knowle, B93 0NH.  
**By phone:** 01564 732 744  
If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services

### Compensation Scheme (FSCS)

You are protected by the Financial Services Compensation Scheme (FSCS) for the service we provide.  
  
If we are to be declared in default, in the event of any claim, you may be entitled to compensation. For further information about the scheme, please call the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

# How we use your data

Full details of how we gather, store, use and process your personal data is contained in our Privacy Notice.

As part of our service, we will ask you several questions that relate to your personal and financial circumstances, including questions regarding potentially sensitive matters.

Only information that is relevant to your financial planning needs will be gathered and stored.

We will retain this information for as long as is necessary to fulfil our regulatory and legal responsibilities, including defending any future complaints. This data can also be useful to assist you in the future.

We will treat all your information as confidential. Steps will be taken to ensure that the information is accurate, kept up to date and only kept as required.

We have also taken measures to protect against unauthorised, or unlawful use and accidental loss or damage to the data.

## Cancellation rights

Depending on the product provided you will have different cancellation rights; these will be explained to you in my recommendation and will be included in relevant documentation. It is your responsibility to exercise these rights as needed; we cannot do this on your behalf.

## Customer Money

We do not handle customer money. We will not accept any payment other than for the payment of our fee, and under no circumstances will we handle cash. Any third-party payments must be made to them directly.

## Conflicts of interest

We will not transact business where we believe this could result in a conflict of interest. Where we believe that our interests conflict, we will inform you in writing and agree with you how we can proceed.

## Declarations

By proceeding to supply your personal details, you are agreeing:  
To the terms and conditions of this agreement  
That we may pass your information on to, any  

- 'third parties' needed to deliver our service
- That, the lender, or insurer we approach on your behalf, may conduct a credit search
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