

## MORTGAGE & INSURANCE SERVICES & COSTS

### **Our Service to You**

It is important that you know what to expect in terms of the services we provide, and that you understand our commitment to you in the provision of those services. We intend to be professional, clear and fair in our dealings with you, and will always ensure that any service or recommendation provided is in your best interests.

Firco Mortgages is an independent intermediary and as such offer products from the whole of the market via the providers available to us. Therefore, we are able to offer you a wide variety of products to best suit your needs and circumstances.

### **Mortgages**

We are independent mortgage advisers and we will advise & recommend a mortgage product that is suitable for you following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability.

We will consider all products and lenders that we have access to, representative of the whole of the market. This means we will not consider those lenders that are only available by you going direct to them.

Where you are increasing your borrowing, we will consider the merits of both a new first charge mortgage and securing this by an additional mortgage on a second charge basis. You may also have the option of a further advance from your existing lender or borrowing through an unsecured loan but whilst these may be more appropriate for you, we will not consider these when making our recommendation to you.

### **Non-Investment Protection**

For Non-investment protection 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, critical illness from a range of insurers. We will provide you with advice and arrange the contract on your behalf after an assessment of your personal needs and circumstances.

### **General Insurance**

For general insurance contracts we are an intermediary and will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. The insurers we consider will be listed to you when we carry out our research. It will be your responsibility to ensure the policy meets your demands and needs for building and/or contents, private medical insurance, accident sickness and unemployment.

### **Engagement**

When you initially contact us, we will collect some very basic information about you and what services you might require, and arrange an initial meeting, if needed. At this point we will broadly outline to you the cost of our services.

At our initial meeting, which is at our expense, we spend time getting to know you. This is not just collecting data (although that's part of it), but starting to understand what's important to you, your current circumstances, and your aspirations, priorities, needs and objectives.

By this point, we will have assessed your:

- Current personal and financial situation
- Financial needs, objectives and requirements for the future

Following our initial meeting we will write to you setting out our understanding of your requirements, our suggested course of action to meet your requirements and our fees for providing these services. We will enclose our fee agreement at this point.

There is no obligation to proceed at this stage and no costs have been incurred.

### **Recommendations**

Should you decide to proceed, we will ask you to formalise your permission for us to commence chargeable work for you by signing and returning our fee agreement.

At this stage, we will thoroughly analyse the information we have collected from you and research potential solutions to meet your needs and objectives. We use technology to ensure this process is as accurate and efficient as possible. We will also gather and analyse information on any existing financial products that you hold, if required.

We will also assess and discuss your attitude to mortgage risk and your understanding of how such risks may affect you and your financial needs and objectives.

From the picture we have created, we construct your best option utilising the expertise within the Firco Mortgage team and sophisticated research tools. We analyse mortgages and lending products; we also aim to ensure tax advantages are maximised where appropriate. Once we've done this, we prepare a personal report with our recommendations and discuss and agree this with you.

In producing your report, we may:

- Establish your financial needs, objectives and requirements
- Identify any shortfall in your protection arrangements
- Discuss and agree your attitude to mortgage risk
- Gather all relevant information and data
- Construct a protection insurance option with due regard to tax efficiency
- Provide a written report
- Agree how and when to review the plan
- Identify any further action required

### **Implementation**

Once you feel able to make a fully informed decision, and have given your consent to proceed, we handle the execution of the plan as quickly and smoothly as possible.

We will assist you in completing the necessary forms and ensure your applications are processed by the relevant mortgage lenders and insurance providers in a timely manner.

Our client relationship team takes care of all paperwork and is experienced in resolving technical queries and dealing with a range of third parties. As well as making the plan come to life, the team aims to ensure all records are stored electronically in one place and kept up to date for review

purposes. Throughout this process a dedicated administration contact keeps you updated as things progress.

We will:

- Help you with any necessary forms
- Answer any queries you might have
- Arrange for the paperwork to be processed efficiently
- Check information produced by the mortgage lenders and insurance providers
- Finalise the details and issue the documentation

### **Review & Ongoing Services**

Financial planning goes beyond recommending a product or providing the initial recommendation. In fact, only through regular monitoring and review is it normally possible to ensure arrangements remain relevant and on track. Our automated systems help us to monitor clients' individual needs and objectives. Our review process checks that plans continue to meet objectives and then incorporates any changes in a client's situation. We have different ongoing service levels to suit your individual requirements.

Our review service includes:

- Contact with you to request up to date information
- Arrangement of review meeting if appropriate
- Review of your financial needs, objectives and attitude to risk
- Mortgage & insurance valuations provided
- Written review report generated
- Financial health check carried out
- Going through your documents to minimise paperwork

Other services may include:

- Firco regular newsletter
- Additional meetings if required
- Access to Firco by telephone and email

### **What We Ask of You**

To enable us to give you the best possible recommendation it is important that we gather as much information regarding your circumstances as we can.

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances. It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance or mortgage related plans). It is important that all statements made on any proposal form, or on any additional documentation are full and accurate. It is your responsibility to provide this information and to let us know if anything changes.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

We will occasionally ask you to complete paperwork to keep us up to date with your financial situation, and we ask that you return this in a timely manner. Failure to return paperwork may result in us being unable to provide you with the agreed level of service.

### **How We Charge**

You will always know our fees before you make a decision to proceed. We don't hide our costs and have a transparent charging structure, so you can be sure we are working efficiently for your benefit.

Our fees are based wholly upon the provision of our qualified and professional expertise; the time taken to analyse your circumstances and devise an appropriate strategy going forward; the design of an appropriate summary report to communicate this strategy to you; and also takes into account our firm's exposure to regulatory, commercial and financial risk.

You will pay for our services on the basis of a charge. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. We never handle cash and will only accept a cheque made out to us in settlement of advice and service charges. Our preferred method of payment is via bank transfer. We will discuss the options with you and help you decide which is the most appropriate payment method.

Should we undertake analysis and research work on your behalf, but you decide not to take up our recommendations, we will still need to charge you a fee to cover our time.

### **The Costs of our Service**

Our initial fees cover a full advice process: understanding your current situation, objectives, attitude to risk, research to identify suitable solutions, documenting our recommendations, and implementing the agreed solutions. We believe in a charging structure that is clear and easy to understand. We will always aim to charge you an initial fee that is relevant to the amount and complexity of the work involved.

Should you agree to proceed, and we go ahead with the implementation of our recommendations, for advising and arranging specialist cases there will be an administration fee for processing your application. Our typical charge is 1% of the loan amount subject to a minimum of £1,500. This is paid in three stages:

1. £750 on application to cover all research, advice and recommendations
2. 50% of the balance paid on receipt of a full mortgage offer or equivalent to cover the application & due diligence checks.
3. The rest on completion to cover the implementation of the loan.

On a £500,000 mortgage for example; £750 on application, £2,125 on offer and £2,125 on completion. Complex or commercial cases may incur a higher fee.

We may receive and retain a commission from the lender when your mortgage completes. This amount will be confirmed by the lender in their disclosure document. Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

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

## Existing Arrangements

We cannot accept responsibility for advice given to you by previous Advisers, even though we might take over from them the role of advising on your existing arrangements. We do, however, have a responsibility to review your current arrangements and advise you if we believe that changes need to be made. If we believe that the existing arrangements is inappropriate, it may be necessary to recommend a course of action which would not have been recommended had the arrangements not already been in place. Any such recommendations should therefore be viewed in the context in which they are made.

If you already have a product with another company, we will first conduct an analysis of what you have. This will help us to advise you on how likely you may be to achieve your long-term goals in your current position, and we may recommend that this is retained. However, should we find clear indicators that your interests will be better served by moving then we may recommend that you take action.

When our work involves an adjustment to your existing arrangements, without the need to transfer to a new arrangement, our fees are as follows:

- **Mortgages** – Fee set out as above in the Costs of our Service section
- **Insurance** - We do not charge a fee as we will receive commission from the provider after the policy has been placed on risk.

Detail for when VAT will be applicable to our advice fees is detailed later in this document, we will inform you as soon as we are aware that our advice fee may be subject to VAT.

## Our Ongoing Service Levels & Reviews

Set out below are the detailed elements for the indicative level of ongoing service that we deliver to our mortgage & protection clients. You can if you wish to, add or enhance levels of service with your adviser if you feel appropriate (usually for an agreed fee).

There is no fee for this level of service, as we may have been paid commission from the mortgage lender or insurance provider at inception of your mortgage or protection plans.

- **Communication** - In order to provide you with a high-quality service we may want to contact you regarding items we consider are of interest to you, or to make you aware of new opportunities.
- **Mortgages** - If we do not review your borrowing, you may end up paying more than you need to for your loans. We aim to contact you before any special terms of your mortgage expire. Ideally this will be 6 months beforehand. We encourage you to contact us should your financial circumstances change in the meantime.
- **Protection** - It is important to ensure your current protection plans and provisions remain in line with your requirements, which may change over time.

We will make reasonable endeavours to contact you. Please be aware that should we not be able to review your mortgage before the end of any special term, this may result in you paying considerably more for your loan.

It is important to regularly review your mortgage & protection plans to ensure they remain appropriate for your risk profile and the outcomes you seek, which can change over time. Service will include recommending changes to new or existing plans to help meet your goals at an acceptable level of risk, providing analysis and valuations and a wide range of associated ad hoc services.

Full details of the final advice will be provided in the Suitability Advice Report. Full details of the any future service fee will be provided in the Suitability Advice Report document prepared for you by your adviser. You may also be asked to sign and return a copy of the Firco Service & Costs Agreement to confirm your understanding and acceptance of the arrangements.

### **Implementing Mortgage & Protection Solutions**

We will discuss these options with you, as well as providing a detailed suitability report for you to read in your own time. This will help ensure you understand the advice you have been given. Of course, if you have any questions, we will be happy to help. You are not obliged to implement any of our recommendations. However, we may still charge a fee for our advice.

We will recommend plans that align with your attitude to risk, your personal mortgage & protection objectives, and the period of time you wish to plan for.

Once we have completed the advice process, the mortgage & protection plans will be made for you in a timely manner, and in accordance with our best execution policy.

Once we have agreed on an appropriate solution, we will provide you with full details of the mortgage & protection plans and all associated costs. Please ask your adviser for further details.

### **Currency Risks**

Where a mortgage involves exposure to a foreign currency, changes in rates of exchange may cause the value of the mortgage, and any income from it, to go up or down.

If applicable, you must also be aware that offshore mortgages may be subject to an additional risk in terms of exchange rate fluctuations between the currency of the original funds and the currency of a chosen mortgage.

You also acknowledge that as the client, you should ensure that you understand any exchange control, tax, insurance legislation that may exist in your country and how it affects any mortgage.

### **Mortgage and Insurance Objections & Restrictions**

Following the issue of this document, any subsequent recommendation offered to you will be based on your stated mortgage & protection objectives, acceptable level of risk and any restrictions you wish to place on the type of mortgage & protection policies you are willing to consider.

Details of your stated mortgage & protection objectives will be identified during our discussions with you and confirmed in the suitability report that we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the recommendations we give you.

### **Best Execution Policy**

It is in the interests of our clients and Firco Mortgages that we obtain the best possible result when placing applications with other firms (e.g. mortgage lenders & protection providers).

### **Non-Investment Insurance Contracts**

For non-insurance insurance contracts such as life assurance, it may be possible for us to receive commission from the product provider. We can use any such commission to offset our initial fee.

### **Ad Hoc Work & Hourly Rates**

Where we use or refer to hourly rates for any ad-hoc work the current rates are as follows:

- Director - £200
- Mortgage Broker - £120
- Administrator - £50

In the event of a fixed fee or agreed hourly charge, confirmed in an engagement letter, an invoice will be issued by the Company on completion of the financial planning report and payment will be due 14 days after the date of issue, but if the work becomes protracted beyond one month from the date of the engagement letter, interim invoices may be submitted.

In some circumstances it will be appropriate to charge a fixed fee for our advice and the work involved to prepare a recommendation or review report. This fee will be agreed upfront and depend on the complexity of the work involved, typically relating to activity which is not intended to result in the implementation of a product solution.

The agreed fee will become payable upon completion of our work, whether you subsequently act upon our recommendations or not. You may be asked for an initial down payment before work is started. You will not be charged any more than the amount agreed, unless we subsequently agree with you that the cost of our work is going to be higher than originally estimated.

Any fees and a scope of work and desired output will be agreed upfront.

We never handle cash and will only accept a cheque made out to us in settlement of advice and service charges. Our preferred method of payment is via bank transfer. Or a combination of both.

### **Invoice Procedure**

Invoices are issued within 10 days of either a recommendation service being finalised and/or a report being issued. We expect all invoices to be settled within 14 days. We reserve the right to charge interest on late payments at a rate of 3% above bank base rate.

### **Cancellation Rights**

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

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30-day cancellation period for a life, pure protection, payment protection or pension policy and a 14-day cancellation period for all other policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

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.

Our authority to act on your behalf can be cancelled at any time without any penalty, by email or post, using contact details provided. These methods ensure we have an audit trail for your instruction. You will be responsible for cancelling any instructions from your bank.

You may ask us for an updated estimate of your advice fee at any time and you may ask us not to exceed a given amount without checking with you first.

### **Refund of fees**

Firco Mortgages's standard policy is that in circumstances where this agreement is terminated, a recommendation is not followed through to implementation, or a product arranged is cancelled at any time, no refunds will be given, and all work undertaken will be billable and due. Please note that this does not affect your statutory rights or ability to complain.

Please note our fee will still 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.

### **Client Money**

Firco Mortgages is not permitted to handle client money. We never handle cash and will only accept a cheque made out to us in settlement of advice and service charges. Our preferred method of payment is via bank transfer. Or a combination of both.

### **Documentation**

Any mortgage & protection advice your adviser provides will be based on your personal financial circumstances and objectives. We will confirm these and the reasons for any recommendation in a Suitability Advice Report. The suitability advice report will set out the reasons at the time of our recommendation. If you have asked for any restrictions on the types of mortgage & protection, these will be confirmed in the Suitability Advice Report. We will always make it clear when products are not within the 'regulated' scope and advise you of your rights.

- **Mortgages** - We will send you a Suitability Advice Report setting out the reasons for our recommendation within 10 days of making that recommendation.
- **Protection advice** - We will send you a Demands and Needs statement setting out the reasons for our recommendation, before the policy starts.

We will endeavour to make arrangements for all your mortgage & protection plans to be registered in your name unless you first instruct us otherwise in writing. All mortgage & protection policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

We keep records of all our business transactions for six years and indefinitely for UK Pension Transfers. You may inspect copies of all documents on your client file. We treat all clients' records as confidential, so we reserve the right to give you copies of your particular records rather than allow access to files containing records about other clients. We maintain the highest standards of confidentiality with regard to information we hold about our clients. We shall, however, regard



ourselves as authorised by you to provide information to your professional advisers and any other parties in the conduct of their business with you, unless we are notified to the contrary by you.

### **Communication**

Communications and correspondence between you and the firm will be made in English unless otherwise agreed by you. All transactions undertaken by the Firco Mortgages and instructions made by you must be provided in writing. In the interest of security, we may monitor and/or record your telephone calls with us. All instructions or requests received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of Firco Mortgages and will be accepted by the Client as conclusive evidence of the instructions/requests or conversation so recorded. The Client agrees that Firco Mortgages may deliver copies of transcripts of such recording to any court, regulator or government authority.

### **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.

### **Alternative formats**

You can receive any documentation from us in the following ways, free of charge:

- Braille.
- Moon: this is a recognised system of raised shapes, similar to the print alphabet.
- Audio documents: CD, MP3, cassette or WAV, which is an uncompressed audio file for your PC.
- Translated: into any language.
- Clear and large print.
- Coloured text and/or paper: with text in any colour and on any colour paper.

If you would like to receive your correspondence in any of these formats, please let us know using the contact details shown.

### **Our Ethical Policy**

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients 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 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 it meets your expectations
- or to identify any improvements required.

### **Material Interest**

We will act honestly, fairly and professionally known as conducting business in 'Client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

## Complaints

We always strive to give the highest possible standards of service and recommendation. If you wish to register a complaint, please contact:

in writing: The Complaints Department, Firco Mortgages  
75 Derwent Road, Bebington, Wirral CH63 2LF  
Email: complaints@PinsaWealth.co.uk

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

## Regulatory Status - The Financial Conduct Authority

Firco Mortgages is a trading style of Pinsa Wealth Ltd which 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 - <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 760774.

## Client Classification Levels For Your Protection

The FCA has rules which affect the rights you have as a customer. In our dealings with you we will be representing you as the customer, rather than acting on behalf of an insurer.

We classify all our individual customers as 'retail' customers. The range of financial products we recommend are tailored to meet the needs of retail customers. You will have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS). These rights will apply to the provision of the advice we provide.

There are other classifications of customer that don't have these rights. These are "professional" customers and "eligible counterparties".

You have the right to be classified as a professional client and revoke this status on request. Should you feel you have the skills knowledge and experience to be a professional client and don't wish to have the same protection afforded to retail clients, please let me know and we will complete the forms necessary to reclassify you.

If you have any questions regarding your classification (e.g. if you are a large company), please write to Firco Compliance Department, 75 Derwent Road, Bebington, Wirral CH63 2LF or to the Financial Ombudsman Service and FSCS.

## 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.

### ***Financial Services Compensation Scheme (FSCS) current limits***

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, i.e. it differs for investments, insurance, mortgages and bank accounts.

- **Insurance:** insurance advising and arranging is covered without any upper limit.
- **Mortgages:** mortgage advising and arranging (including lifetime mortgages but excluding buy to let mortgages) is covered up to a limit of £85,000.
- **Investment:** most types of investment business are covered up to a limit of £85,000.

- **Deposits:** bank type deposits are covered up to a limit of £85,000 or £170,000 for joint accounts per institution.
- **Structured deposits:** Structured deposit advising and arranging is covered up to £85,000.
- **General insurance:** General insurance advising and arranging is covered up to 90% of the claim with no upper limit. Compulsory Insurance is covered without any upper limit.

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

## VAT

Typically, the service we provide is described as an 'intermediation' service. This means we provide advice with the intention of acting between you and a provider to arrange a financial product or service. If we did not do this, we would be liable for VAT on the fees charged. VAT is not applicable on the fees we charge for intermediation services. In arranging the sale of retail financial products an adviser fee made for advice, even if you decide not to proceed with the purchase of the recommended product, will remain VAT free where the adviser has provided you with full advice services up to that point, including all relevant documentation.

Should this change in the future, and where VAT becomes due, we will notify you before conducting any further work. In any case, where VAT is payable on our services it will be charged in addition to the agreed fee.

## Addressing Financial Crime

All transactions relating to the services provided by us are covered by The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017. The FCA also requires that we have appropriate measures in place to prevent the furtherance of financial crime.

## 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 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.

Our responsibilities include but are not limited to verifying the identity and address of our clients and any third-party making payments on their behalf. If required, you must supply proof of your identity in accordance of the above Regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft 'foot-print' on your credit records.

This footprint is not visible to other financial service providers and does not affect your credit rating in anyway. In accordance with the Data Protection Act 2018 acceptance of these terms and conditions represents your permission for us to access this information.

## Anti-Money Laundering

We are required by the anti-money laundering regulations 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.

## Law

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

## Force Majeure

Firco Mortgages 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.

## Data Protection

### ***Why should you read this section of the document?***

During the course of dealing with us, we will ask you to provide us with detailed personal information relating to your existing circumstances, your financial situation and, in some cases, your health and family health history (*Your Personal Data*). This document is important as it allows us to explain to you what we will need to do with Your Personal Data, and the various rights you have in relation to Your Personal Data.

### ***What do we mean by "Your Personal Data"?***

Your Personal Data means any information that describes or relates to your personal circumstances. Your Personal Data may identify you directly, for example your name, address, date of birth, national insurance number. Your Personal Data may also identify you indirectly, for example, your employment situation, your physical and mental health history, or any other information that could be associated with your cultural or social identity.

In the context of providing you with assistance in relation to your Mortgage, Finance and/or Insurance requirements Your Personal Data may include:

- Title, name, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify your identity
- Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits), employment history
- Bank account details, tax information, loans and credit commitments, personal credit history, sources of income and expenditure, family circumstances and details of dependents
- Health status and history, details of treatment and prognosis, medical reports (further details are provided below specifically with regard to the processing we may undertake in relation to this type of information)
- Any pre-existing mortgage, finance and/or insurance products and the terms and conditions relating to these

### ***The basis upon which our firm will deal with Your Personal Data***

When we speak with you about your mortgage, finance and/or insurance requirements we do so on the basis that both parties are entering a contract for the supply of services.

In order to perform that contract, and to arrange the products you require, we have the right to use Your Personal Data for the purposes detailed below.

Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use Your Personal Data provided it is in our legitimate business interest to do so and your rights are not affected. For example, we may need to respond to requests from mortgage lenders, insurance providers and our Compliance Service Provider relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

On occasion, we will use Your Personal Data for contractual responsibilities we may owe our regulator, The Financial Conduct Authority, or for wider compliance with any legal or regulatory obligation to which we might be subject. In such circumstances, we would be processing Your Personal Data in order to meet a legal, compliance or other regulatory obligation to which we are subject.

***The basis upon which we will process certain parts of Your Personal Data***

Where you ask us to assist you with for example your insurance, in particular life insurance and insurance that may assist you in the event of an accident or illness, we will ask you information about your ethnic origin, your health and medical history (Your Special Data). We will record and use Your Special Data in order to make enquiries of insurance providers in relation to insurance products that may meet your needs and to provide you with advice & guidance regarding the suitability of any product that may be available to you.

If you have parental responsibility for children under the age of 13, it is also very likely that we will record information on our systems that relates to those children and potentially, to their Special Data.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together “Criminal Disclosures”). This is relevant to insurance related activities such as underwriting, claims and fraud management.

We will use special Data and any Criminal Disclosures in the same way as Your Personal Data generally, as set out in this Privacy Notice.

Information on Special Category Data and Criminal Disclosures must be capable of being exchanged freely between insurance intermediaries such as our Firm, and insurance providers, to enable customers to secure the important insurance protection that their needs require.

***How do we collect Your Personal Data?***

We will collect and record Your Personal Data from a variety of sources, but mainly directly from you. You will usually provide information during the course of our initial meetings or conversations with you to establish your circumstances and needs and preferences in relation to mortgages, finance and insurance. You will provide information to us verbally and in writing, including email.

We may also obtain some information from third parties, for example, credit checks, information from your employer, and searches of information in the public domain such as the voters roll. If we use technology solutions to assist in the collection of Your Personal Data for example software that is able to verify your credit status. We will only do this if we have consent from you for us or our nominated processor to access your information in this manner. With regards to electronic ID checks we would not require your consent but will inform you of how such software operates and the purpose for which it is used.

***What happens to Your Personal Data when it is disclosed to us?***

In the course of handling Your Personal Data, we will:

- Record and store Your Personal Data in our paper files, mobile devices and on our computer systems (*websites, email, hard drives, and cloud facilities*). This information can only be accessed by employees and consultants within our firm and only when it is necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service.

- Submit Your Personal Data to Product Providers, Mortgage Lenders, Commercial Lenders and/or Insurance Product providers, both in paper form and on-line via a secure portal. The provision of this information to a third party is essential in allowing us to progress any enquiry or application made on your behalf and to deal with any additional questions or administrative issues that lenders and providers may raise.
- Use Your Personal Data for the purposes of responding to any queries you may have in relation to any mortgage, finance product or insurance policy you may take out, or to inform you of any developments in relation to those products and/or policies of which we might become aware.

### ***Sharing Your Personal Data***

From time to time Your Personal Data will be shared with:

- Mortgage lenders, Finance lenders and/or Insurance providers
- Third parties who we believe will be able to assist us with your enquiry or application, or who are able to support your needs as identified. These third parties will include but may not be limited to, our compliance advisers, product specialists, estate agents, providers of legal services such as estate planners, conveyancing, surveyors and valuers (in each case where we believe this to be required due to your particular circumstances).
- We would also like to keep you informed of pension, mortgage, insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call. If you do not wish to receive such marketing information, please tick the box on Firco Service & Costs Agreement.

In each case, Your Personal Data will only be shared for the purposes set out in this Customer Privacy Notice, i.e. to progress your mortgage, finance and/or insurance enquiry and to provide you with our professional services.

Please note that this sharing of Your Personal Data does not entitle such third parties to send you marketing or promotional messages: it is shared to ensure we can adequately fulfil our responsibilities to you, and as otherwise set out in this Customer Privacy Notice.

### ***Transferring information overseas***

We may transfer your information to organisations in other countries on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws.

We do not envisage that the performance by us of our service will involve Your Personal Data being transferred outside of the European Economic Area. However, in the event that we transfer information to countries outside of the European Economic Area (which includes countries in the European Union as well as Iceland, Liechtenstein and Norway), we will only do so where:

- the European Commission has decided that the country or the organisation we are sharing your information with will protect your information adequately;
- the transfer has been authorised by the relevant data protection authority; and/or
- we have entered into a contract with the organisation with which we are sharing your information (on terms approved by the European Commission) to ensure your information is adequately protected. If you wish to obtain a copy of the relevant data protection clauses, please contact us by writing to:

in writing:       The Data Protection Officer, Firco Mortgages  
                           75 Derwent Road, Bebington, Wirral CH63 2LF  
 Email:             DPO@PinsaWealth.co.uk  
 Telephone:       0151 372 5500

### ***Security and retention of Your Personal Data***

Your privacy is important to us and we will keep Your Personal Data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard Your Personal Data against it being accessed unlawfully or maliciously by a third party.

We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us.

Your Personal Data will be retained by us either electronically or in paper form for a minimum period of 6 years following the advice/service you receive from us, although your data could be held for a longer period where this may be needed to meet the requirements of our regulatory bodies.

### ***Your rights in relation to Your Personal Data***

You can:

- request copies of Your Personal Data that is under our control
- ask us to further explain how we use Your Personal Data
- ask us to correct, delete or require us to restrict or stop using Your Personal Data (details as to the extent to which we can do this will be provided at the time of any such request)
- ask us to send an electronic copy of Your Personal Data to another organisation should you wish
- change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety)

### ***How to make contact with our Firm in relation to the use of Your Personal Data***

If you have any questions or comments about this document, or wish to make contact in order to exercise any of your rights set out within it please contact:

in writing: The Data Protection Officer, Firco Mortgages  
75 Derwent Road, Bebington, Wirral CH63 2LF  
Email: DPO@PinsaWealth.co.uk  
Telephone: 0151 372 5500

If we feel we have a legal right not to deal with your request, or to action, it in different way to how you have requested, we will inform you of this at the time.

You should also make contact with us as soon as possible on you becoming aware of any unauthorised disclosure of Your Personal Data, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled Your Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <https://ico.org.uk/global/contact-us/> or by contacting:

In writing: Information Commissioner's Office, Wycliffe House  
Water Lane, Wilmslow, Cheshire SK9 5AF