

## **H D Consultants Online Terms of business**

### **a. Data Protection Act 1998 & Legal Information**

#### **Privacy Statement and the Data Protection Act 1998**

We will treat all your personal information as private and confidential (even when you are no longer a customer), except where disclosure is made at your request or with your consent or where we are required by law to disclose. We will hold your details for a minimum of 6 years.

H D Consultants will use your information for the purposes of administration, to source your financial products marketing, customer services, analysing your purchasing preferences and customer profiling.

We may search the files of credit reference agencies who will record the search. This information may be shared with credit grantors and used for credit decisions and fraud prevention.

We will also provide your information to relevant third parties such as mortgage lenders and the providers of other financial products in order to achieve your various requirements. Except where H D Consultants is required to disclose by law. We will treat all your information as confidential, even when you are no longer a client and (unless we are required to do so by law) we will not disclose any such information except where a disclosure is made at your request or with your consent.

Where necessary you consent to our processing data that is defined as sensitive by the Data Protection Act such as data relating to your health or offences for the above purposes. You also consent to our transferring your information to countries that do not provide the same level of data protection as the UK, if necessary for the above purposes. In order to provide certain online services to you, we may transfer your data to countries or territories outside of the EEA (European Economic Area) that may not provide the same level of protection as within the EEA. H D Consultants, its agents and sub-contractors will apply appropriate technical and organisational measures against the unauthorised processing of personal data and against accidental loss of, or damage to personal data. By providing your data you agree to your data being used and transferred as stated above.

In respect of the provision of illustrations for financial products, such as term assurance or insurance, data provided by you may be electronically forwarded to selected online quotation providers, who may use this to obtain personal illustrations of the cover available, from a panel of providers.

For marketing purposes we may share your information with other companies within the same group and agents, we or they may wish to contact you by mail, telephone, email or fax with offers of goods or services or forthcoming events which may interest you. If you do not wish to be contacted for marketing do not opt in to our marketing database.

If you do not wish to receive information on other products and services please write to: The Data Protection Officer, Legal Department, H D Consultants, 1-2 High Street, Colchester, Essex CO1 1DA.

H D Consultants maintains business records for a minimum period of seven years. You have the right to ask for a copy of your information (subject to a £10 fee) Please write to: The Data Protection Officer, 1-2 High Street, Colchester, Essex CO1 1DA.

We may also obtain data and information by using cookies. A cookie is a piece of software that is placed on your computer's hard drive. A cookie helps analyse web traffic or lets us know when you visit a particular web page. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. We only use this information for statistical analysis purposes and then the data is removed from the system.

A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. We know that people have concerns about cookies, but we believe that the benefit we both gain from their proper use is worthwhile. You may set your web browser (Microsoft Internet Explorer or Netscape Navigator) to notify you of cookie placement requests or decline cookies completely. You can delete files that contain cookies – those files are stored as part of your Internet browser.

### **b. Terms of Business Agreement**

#### **1. General**

1.1 H D Consultants is an appointed representative of Personal Touch Insurance Services Ltd., which is authorised and regulated by the Financial Services Authority.

1.2 H D Consultants offer a range of financial planning services. This Terms of Business sets out: the general terms and condition that apply; how we perform these services; and our charges.

1.3 We shall conduct our relationship with you at all times in accordance with these terms of business. We shall be entitled to any fees or commissions under these terms of business once you have consented to them, subject to any rights you may have to cancel the agreement (see section 14).

1.4. In these Terms of Business references "we" "us" and "our" shall mean H D Consultants as providers of this service. References to "you" and "your" means you as the recipient of this service.

## **2. Regulatory Status**

2.1 We are appointed representatives of Personal Touch Insurance Services Ltd., which is authorised and regulated by the Financial Services Authority (FSA).

2.2 The Financial Services Authority is the principle regulatory body for Financial Services in the UK. They can be contacted at

The Financial Services Authority  
25 The North Colonnade  
Canary Wharf  
London  
E14 5HS

Tel: 020 7066 1000  
Or by visiting their website <http://www.fsa.gov.uk/contact>

## **3. Mortgages**

3.1 If we advise you face-to-face, we offer advice across the whole mortgage market. We will advise you and make a specific personal recommendation as to which mortgage is most suitable for you.

3.2 If you transact business with us at a distance, that is: through our on-line website or by phone; we may offer a limited selection of mortgage lenders that we have selected from the market. We may not offer advice or make a specific product recommendations.

3.3 We will carry out any instructions you give us to effect such contracts.

3.4 We constantly research the mortgage market in order to identify a selection of preferred lenders. You will have the choice of products from at least 40 lenders. We are also able to offer a range of exclusive products that are available only to H D Consultants via Personal Touch Insurance Services Ltd., and a range of shared exclusive products that are available to the H D Consultants and at least one other mortgage broker.

## **4. Life insurance**

4.1 H D Consultants offer face-to-face advice from a limited number of insurance undertakings.

4.2 We will advise you on non-investment life insurance contracts\* and make a specific recommendation in relation to which is the most suitable for you.

\* Non investment contracts are insurance policies that only pay out on death, incapacity or injury, sickness and infirmity. A plan that has a term of more than 10 years and ends after the life insured is 70 years old is not a non-investment contract.

4.3 We only make recommendations on policies from a restricted list of companies that we have assessed as being financially strong.

4.4 We do not make recommendations on any Insurance Policy that relies on investment returns to do its job.

4.5 We do not make recommendations on any policy that would require the claimant to make investments for it to achieve its purpose.

4.6 We do not normally give advice on plans that extend beyond the term of the mortgage or into retirement.

4.7 If you transact business with us at a distance, that is: through our on line website; or by phone; we offer a limited number of pure protection plans from providers that we have selected. We may not offer advice or make a specific product recommendation.

4.8 We will carry out any instructions you give us to effect such contracts.

## **5. Our remuneration**

5.1 H D Consultants may receive a marketing allowance from Mortgage lenders. We will confirm the amount to you in writing before you take out your mortgage. Any fees payable by you, in connection with your new mortgage, will be shown on each product illustration. Please note that these fees exclude any legal fees and Stamp Duty fees which you may have to pay and we recommend that you ascertain what these fees may be prior to taking out your mortgage.

5.2 If it is proposed that we should be remunerated on a fee-paying basis, we will agree its basis in writing with you before carrying out any chargeable work. Any fee agreement we may issue to you is deemed to form part of these Terms of Business.

5.3 Unless agreed otherwise (see 5.2 above), we will derive our income from commission paid to us by the companies with which we place your business.

## **6. Communicating**

6.1 We will be glad to advise you at any time but, unless specifically requested to do so, we will not carry out a review of any of the insurance or mortgage plans or products that you have already taken out or that we have arranged on your behalf.

6.2 At our discretion and unless we hear from you to the contrary we may telephone you from time to time between the hours of 9am to 9pm without your further prior consent to such contact.

6.3 All cheques, documents of title etc will be sent by post to your last known address and shall be sent at your own risk. We will not be responsible for lost documents or any consequences that may arise from any error or failure of the postal system. First class mail will normally be used.

6.4 You may communicate with us by writing, phoning or sending an email to our head office. There is no additional charge.

## **7. Compensation**

7.1 If you make a valid claim against us in respect of the mortgage, investments or insurance we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme; details of the cover provided by the Scheme are available on request. Further information is available from the FSA and the Financial Services Compensation Scheme.

## **8. Verifying identity**

8.1 We are required to verify your identity in accordance with the Criminal Justice Act 1993 and the Money Laundering Regulations. This will be required at the outset of our dealings with you and we will not submit an application for a mortgage or term assurance policy of other financial product until such verification has been obtained.

## **9. Your investments, policies and legal documents**

9.1 All investments will be registered in your name unless otherwise agreed in writing. Unless you instruct us in writing to the contrary, we will forward to you all documents showing ownership of your investments as soon as practicable after we receive them. Where a number of documents of title are involved we will await arrival of all of them before sending them to you.

9.2 All cheques, documents of title, etc, may be sent by post to your last known address. We will not be responsible for lost documents or any consequences that may arise from any error or failure of the postal system.

## **10. Your money**

10.1 We do not handle client money in respect of Life Assurance, Pensions and Investments. We cannot accept any cheques payable to ourselves, or cash; the only exception relates to fees, as described in 5 above.

## **11. Law**

11.1 The law governing this agreement both before and after completion is the law of England and Wales.

11.2 We normally require our clients to give us instructions in writing, to avoid possible disputes, but we shall be entitled, at our sole discretion, to act upon your oral instructions. We can refuse your instructions at our discretion.

11.3 We may vary the terms of this agreement by writing to you at your last known address. Proof of delivery to this address will constitute proof of notice being served.

11.4 These terms of business represent our understanding of the law and our terms of business at 31/10/2004. They are valid on that date.

## **12. Language**

The contract is in English and communication between us will be in English.

## **13. Taxes**

13.1 Other taxes or costs may exist which are not paid through us or imposed by us.

## **14 Cancellation**

14.1 Where these terms of business are given in respect of a "distance contract", that is services provided:

through our on line website, or by phone.

14.2 H D Consultants will not make any charge or apply a penalty if you cancel the contract. You must pay for any transactions initiated prior to termination at your express request and a due proportion of any fees applicable.

## **15. Termination**

15.1 Subject to point 15.2, you or we, may terminate this agreement at any time, without notice period.

15.2 Notice of termination by you must be given in writing to our head office. The agreement will terminate upon our receipt of such notice. Proof of posting will not constitute proof of delivery.

15.3 Notice of termination by us must be given in writing to you. We will normally send such notice by post to your last known address.

15.4 Termination of the agreement is without prejudice to the completion of any transactions initiated prior to receipt of such notice. Existing policies, investments and loans will be unaffected.

15.5 These terms of business will automatically terminate should you die.

15.6 These terms of business have no minimum period during which they must remain applicable.

### **c. Lender Declaration - In relation to a mortgage application**

The following apply when you proceed with a mortgage application

To THE LENDER, which shall include any successor in title to the Lender or anyone to who the Lender transfers or assigns its rights and responsibilities.

#### I/We declare and agree that:

15. I/We are applying for the loan detailed in this application.

16. If the loan is to be regulated by the FSA, I/We have received a key facts illustration for the loan detailed in this application.

17. I am/We are 18 years of age or over.

18. I/We have personally completed this application, or if completed by another, have read and checked every answer.

19. The property to which this application relates is to be used as my/our main residence unless I have applied for a buy to let mortgage. I/We will not let the property or any part of the property, without the Lender's prior written consent.

20. The information given in this application is true complete and accurate whether completed by me/us or someone else on my/our behalf and should the loan be made such information must be regarded as forming part of the terms of the loan/mortgage. I/We have disclosed any additional information which is material to my/our application. If any such information is untrue, incomplete or inaccurate, I/we undertake to make good any loss which the Lender may suffer by relying on any information I/We have given the Lender. I/We understand that additional information may be requested and prior to completion of the mortgage I/we undertake to notify the Lender in writing of any change in my/our circumstances which affects (or may affect) the truth completeness or accuracy of the information supplied.

21. I/We authorise the Lender or its agents to make such enquiries of any person including current and previous lenders, employers, landlords, accountants, bankers, Land Registry and/or the Inland Revenue as it considers necessary in connection with this application to confirm the truth, completeness and accuracy of the above information and for credit reference purposes. Any costs incurred will be my/our responsibility.

22. I/We authorise the Lender to disclose details of the progress of my/our application to H D Consultants for the life of this loan/mortgage.

23. I/we give irrevocable consent for H D Consultants to make written representations or written amendments to this application on my behalf.

24. I/We irrevocably authorise the Lender, or its agents, to disclose any information provided by me/us on this application to a collective mortgage data checking system so that it can be made available to other financial institutions in the interests of fraud prevention. This authorisation also applies to any investigation by a court or authority in relation to money laundering. In the event of a breach of any of the agreements or obligations on my/our part under the loan which results in the Lender obtaining possession of the property, I/we authorise the Lender to make available information regarding the account and its conduct to the Council of Mortgage Lenders' Possessions Register and the Inland Revenue.

25. I/We are strongly advised to take independent legal advice.

26. I/We accept that the Lender may, at any time before any loan offered to me/us is completed, withdraw, revise or cancel such offer without stating a reason. If this application is successful the provisions of this declaration will continue to apply after the completion of the mortgage.

27. I/We accept that the information given in this application forms the basis of a proposal by me/us to an insurance company for either buildings insurance or where applicable, buildings and contents insurance or to an insurance company in respect of any maximum advance indemnity and that any information required by an insurance company may be given to it by the Lender or its agents. I/We consent to the information given in this form being used by the Lender, its agents or an insurance company for the purposes of providing me/us with a quote for ASU (Accident, Sickness, Unemployment) or term assurance cover. I/We consent to the information in this application and on any claim we may make being supplied to Insurance Database Services Limited, so that can be made available to other insurers. I/We also agree that in response to any searches that may be made in connection with this application or claims, Insurance Database Services

Limited may supply information it has received from other insurers about other claims I/we have made.

28. I/We agree that the Lender may, without notice, transfer or assign, either in whole or in part (whether legal or equitable), any loan, mortgage or policies of life assurance or any other security made in connection with this application to its successors and assignees which shall include without limitation its legal and equitable assigns whether by way of absolute assignment or by way of security only and those deriving title under them. I/We understand that in such circumstances, the Lender's may not in the ordinary course of business retain control of the setting of the mortgage rate, communications, and the conduct of relations with me/us. I/We consent to such a transfer or assignment. If the Lender is a Building Society, I/we understand that such a transfer will lead to the termination of my/our borrowing membership of the Society and the loss of any rights associated with such membership.

15. I/We further acknowledge that whilst the transferee of the loan/mortgage would be the person legally entitled to receive payments under the loan/Mortgage agreement and such a transfer may affect the Lender's policies in relation to the setting of the interest rates and the conduct of arrears. I/We understand that our acceptance of any Offer of Advance will constitute our general consent to the future transfer of my/our mortgage on the foregoing terms and as more particularly set out in the Lender's mortgage conditions.

16. The rate of interest and monthly repayment for any loan/mortgage granted may be varied from time to time in accordance with the terms and conditions of the loan/mortgage.

32. I/We confirm that no charges exist over the property except those that have been notified by me/us and I/we will not enter into any further charge(s) over the property prior to or after completion of the loan/mortgage without advising the Lender and obtaining the Lender's prior written consent.

33. I/We confirm that my/our income is as stated in my application and is sufficient to support all of the relevant payments required to sustain the Mortgage. I/We understand that a false declaration will result in the mortgage offer being withdrawn and that the failure to maintain the payments due may result in the repossession and forced sale of the property in order to pay all monies owing.

34. Unless otherwise stated in my/our application, I/we confirm that I/we have made all payments due under any existing or previous loan/mortgage to which I/we have been a party on the date and in the manner required by the Lender and that no arrears have arisen.

35. I/We understand that if a loan/mortgage offer is made the Lender may instruct a solicitor (Solicitor shall include at the Lender's discretion, where relevant, in England and Wales a licensed conveyancer or in Scotland a qualified conveyancer) to act on its behalf and that I/We will be responsible for the Lender's legal costs and disbursements whether or not the loan/mortgage completes. I/We irrevocably authorise my/our solicitor, at the Lender's request to disclose to the Lender (or its solicitor) any information or documents relating to this application and/or the loan/mortgage and/or the purchase transaction. The Lender is authorised to disclose to its solicitor (and where different, my/our solicitor) any information or documents relating to this application and/or the loan/mortgage and/or the purchase transaction. I/We give up any right to claim solicitor/client confidentiality or legal privilege in respect of such information. I/We will tell you (and my/our solicitor) if any information I have given in this application changes, or if circumstances relating to my purchase or loan/mortgage alter before completion of the loan/mortgage.

36. If in the Lender's opinion, either a third party or one or more of us has an interest in the property and may not be getting a direct benefit of the loan, the Lender may decide to obtain further information. This may be in writing, through interview or through a solicitor in order to explain the risks to any of us or a third party involved in the transaction. As a result of obtaining further information it may be relevant to supply a copy of the loan application and financial information to an independent solicitor and I/we consent to this.

37. I/We authorise the Lender or its agents to instruct a valuer to prepare a mortgage valuation report at my/our cost for the Lender's own purposes. Neither the Lender nor the valuer nor the firm of valuers is under any liability either on the basis of its negligence or on any other basis whatsoever to me/us as purchasers or borrowers in respect of the value or state of condition of the property and that the inspection of the property will be confidential to the Lender or its agents and will not include a detailed survey of the structure. I/We understand the fee is payable in advance and is not returnable whether or not an offer of loan/mortgage is made. I/We further understand that the Lender is not an agent of the valuer or firm of valuers and that I am/we are making no arrangement with the valuer or firm of valuers. Neither the Lender nor the valuer or the firm of valuers will warrant, represent or give any assurance to me/us that the statements, conclusions and opinions expressed or implied in the report and mortgage valuation are accurate or valid and (if the report is supplied to me) the report will be supplied without any acceptance or responsibility on their part to me/us. I/We understand that the Lender is not obliged to provide me/us with a copy of the report and mortgage valuation. I/We also understand the report is not a structural/building survey or house/home buyers report and that there may be serious defects in the property which are not revealed by the report and mortgage valuation. I/We understand and accept that it is my/our responsibility to satisfy myself/ourselves as to the structural soundness and condition of the property and its value for re-instatement purposes. I/We accept the scheme's arrangements for the insurance of the property.

38. I/We authorise the Lender to add or to deduct from the advance any arrangement or acceptance fee, telegraphic transfer fee, maximum advance fee and additional security fee where applicable if the Lender's criteria permits such additions or deductions.

39. I/We undertake to pay any legal, valuation and other disbursements incurred by you whether or not the loan/mortgage completes.

40. I/We consent to the Lender giving or receiving any information on this application or concerning the conduct of my account (whether or not in default) to any of the following:

(f) One or more credit reference agencies (which will retain a record of the search)

(g) Insurance companies

(h) The Council of Mortgage Lenders Possessions Register

(i) Operators of fraud prevention systems accessed by other lenders all of whom may in turn make it available to other lenders and insurers for the purpose of assessing further applications for credit or other financial services, by me and members of my household and for occasional debt tracing, arrears management and fraud prevention.

(j) Any person acting as or on behalf of any guarantor.

41. I/We confirm that all payments made in respect of any mortgage granted are made for and on behalf of all applicants detailed in this application, irrespective of the originator of such payments. I/We understand that where a loan is made to joint applicants, we will be jointly and separately liable to the Lender for the amount of the loan.

42. I/We understand that any person (other than an employee of the Lender) with whom I/we deal in connection with the loan/mortgage applied for (or any related insurance or pensions) is not empowered to make any representation or give any undertaking on behalf of the Lender, whether in relation to the loan/mortgage applied for, any related insurance or pension or otherwise and therefore the Lender shall not be bound by or be liable for any such representations or undertakings.

43. I/We accept that if the Lender is a Building Society, I/we agree to be bound by the rules of the Society.

44. I/We acknowledge that, where a reservation fee is paid to the lender to secure funds under a limited issue product, the fee paid in this respect is non-refundable. I/We confirm that I/we have been made aware of any potential arrangement fees, early repayment fees and/or redemption interest that may be payable on redeeming all or part of the loan/mortgage.

45. I/We acknowledge that part of the application fee paid at the outset pays the cost of initial assessment of my/our loan application and that, in the event that my/our loan application is declined or does not proceed before the valuer has been instructed, the application fee paid will be refunded net of these costs. I/We further acknowledge that once a valuer has been instructed, no refund of the application fee can be allowed.

46. I/We confirm that I/we have read and understood the "Data Protection Act (How your information is used)" section and consent to the uses and disclosures of information listed. I/We also confirm to making the declarations and giving the authorities as detailed below.

#### **Data Protection Act (How your information is used by the Lender)**

The information you provide will be used by the Lender (the Data Controller) for the purposes of processing your application, managing your account, risk assessment and, where appropriate, fraud prevention. Where necessary information may be disclosed to service providers, agents regulatory bodies and auditors of the Lender.

In considering your application lenders will search your record with Credit Reference Agencies, who will add to your record details of the search. Details of the search will be seen by other organisations to who you submit an application. Both lenders and Credit Reference Agencies use credit scoring methods to assess your application.

It is important that the information you provide is accurate as checks about you and other members of your household may be carried out with Fraud Prevention Agencies, to trace debtors, recover debt, prevent money laundering and fraud.

Lenders, Credit Reference Agencies and Fraud Prevention Agencies may also use your information for statistical analysis about credit, and insurance fraud.

For marketing purposes, the Lender and associated companies of the Lender would like to keep you informed of goods and services which may be of interest to you. To do this they may contact you by mail, telephone, e-mail or fax. If you do not wish to be contacted for marketing purposes please tick the box on the mortgage application.

Where necessary the Lender will need to collect personal data which the Data Protection Act 1998 defines as sensitive data, such as health data. By providing this you signify your consent to such information being processed by the Lender and its service providers and its agents. You also consent to the transfer of your data abroad where this is necessary.

You have the right to ask for a copy of your information (subject to the payment of a fee) and to ask for any inaccuracies to be corrected.

#### **Third Party Data**

Information held about you by the Credit Reference agencies may already be linked to records relating to one or more of your partners.

For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any "associated" records unless you chose to opt out. Where it is available you may choose to opt out by ticking a box on the application form.

#### **d. Complaints Procedure**

##### **What to do when we don't get it right.**

We always aim to provide excellent customer service and when that doesn't happen we want to know why. Listening to you and learning from what you have to say will help us get it right next time, and we need your help to do this.

We have a formal complaint procedure, which is outlined below:

##### **1.1 Initial Review**

Please write to us at our address below. We will acknowledge your letter by close of business the following day and provide you with a contact name and expected date of reply.

H D Consultants

1-2 High Street  
Colchester  
Essex  
CO1 1DA

E-mail us at [office@hdconsultants.net](mailto:office@hdconsultants.net)

#### 1.2 Internal Executive Review:

If we don't resolve the problem to your satisfaction you can then ask for an independent review which will be carried out by a member of the Internal Executive review.

#### 1.3 Final Review:

If, for whatever reason, you still do not accept our decision you can then refer your case to the appropriate Ombudsman or Arbitrator.

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Phone: 0845 080 1800  
Fax: 020 7964 1001  
Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)