

# **Mortgage Simplicity Ltd**

(1) INITIAL DISCLOSURE DOCUMENT

(2) TERMS OF BUSINESS

Mortgage Simplicity is a trading name of Mortgage Simplicity Ltd which is an appointed representative of Julian Harris Mortgages Ltd which is authorised and regulated by the Financial Services Authority No. 304155Ltd  
Independent Mortgage Advisers and General Insurance Intermediaries  
Authorised and Regulated by the Financial Services Authority  
FSA No 304155, Co No 3927189



# about our services

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**INITIAL DISCLOSURE**  
**DOCUMENT**

**JULIAN HARRIS MORTGAGES LTD**

Julian Harris House  
Musgrove  
ASHFORD  
TN23 7UN  
Tel: (01233) 661960

**1. The Financial Services Authority (FSA)**

The FSA is the independent watchdog that regulates financial services. It requires Us to give You this document. Use this information to decide if Our services are right for You.

**2. Whose products do we offer?**

**Home Finance Products**

- We offer mortgages and other home finance products from the whole market
- We only offer mortgages and other home finance products from a limited number of providers
- We only offer mortgages and other home finance products from a single provider

**Insurance**

- We offer products from a range of insurers for Non Investment Life Assurance, Critical Illness Cover, Income Protection & Home Insurance.
- We only offer products from a limited number of insurers. Ask Us for a list of insurers from whom We offer insurance
- We only offer products from a single insurer

**3. Which service will we provide you with?**

**Home Finance Products**

- We will advise and make a recommendation for You on Your mortgage or other home finance product after We have assessed Your needs
- You will not receive advice or a recommendation from Us. We may ask some questions to narrow down the selection of products that We will provide details on. You will then need to make Your own choice about how to proceed

**Insurance**

- We will advise and make a recommendation for You after We have assessed Your

Needs for Non Investment Life Assurance, Critical Illness Cover, Income Protection & Home Insurance.

- You will not receive advice or a recommendation from Us. We may ask some questions to narrow down the selection of products that We will provide details on. You will then need to make Your own choice about how to proceed

#### 4. What will you have to pay us for this service?

##### Home Finance Products

- No fee. Instead We would be paid a "procurator fee" or commission by the lender/provider. That lender/provider may also charge You arrangement, booking or valuation fees. You will be advised of any such fees charged in writing.



In certain circumstances, depending on the nature and complexity of the case, a fee may also be charged by Our Advisers. Any such fee will be limited to either:- a flat fee of £500 maximum or a fee on completion of the transaction of up to 1% of the loan secured, or £3,000, whichever is the lower. Any such fees will be advised to You and Your written agreement sought before You proceed.

You will receive a Key Facts Illustration when considering a particular mortgage / plan which will tell you about any fees relating to it. All fees and commissions applicable will be disclosed to You in a Suitability Report.

##### Insurance

- A fee for arranging each contract of insurance, payable on the start date of the contract.

- No fee for Non Investment Life Assurance, Critical Illness Cover, Income Protection & Home Insurance.

You will receive a Quotation which will tell You about any other fees relating to any particular insurance policy.

##### Refund of fees

If we charge you a fee and your mortgage / other home finance product does not go ahead, you will receive:

- A full refund

- You will normally receive no refund if You subsequently decide not to take out a mortgage or other home finance product. However, at the Company's absolute discretion it may allow a refund of up to one-third of the fees charged.

#### 5. Who regulates us?

**Julian Harris Mortgages LTD** are authorised and regulated by the Financial Services Authority. Our FSA Register Number is 304155 and Our permitted business is: Advising on, recommending, and arranging mortgages and related non-investment Life and General Insurance. We are responsible for the advice given by and activities of, Our Mortgage Advisers and Appointed Representatives. Julian Harris Mortgages Ltd is associated with Julian Harris Financial Consultants You can check this on the FSA's Register by visiting the FSA's Website on [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on (0845)606 1234.

<b>6. What to do if You have a complaint</b>
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If You wish to register a complaint, Please contact Us:

.....**in writing** Write to – The Compliance Officer  
Julian Harris Mortgages Ltd  
Julian Harris House  
Musgrove  
ASHFORD TN23 7UN

.....**by phone** Telephone – (01233) 661960

If You cannot settle Your complaint with Us, You may be entitled to refer it to the Financial Ombudsman Service

<b>7. Are We covered by the Financial Services Compensation Scheme (FSCS)?</b>
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We are covered by the FSCS. You may be entitled to compensation from the Scheme if We cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

**Insurance**

Advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

**Mortgages / Home Finance Products**

Advising and arranging is covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000.

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



**This Document should be read in conjunction with Our Terms of Business.**

## **TERMS OF BUSINESS**

### **JULIAN HARRIS MORTGAGES LTD**

Julian Harris House, Musgrove, Ashford TN23 7UN , Kent.  
Tel: (01233) 661960

Julian Harris Mortgages Ltd ("the Company") is authorised and regulated by the Financial Services Authority (FSA) as a Mortgage and General Insurance Intermediary. The Company and its Appointed Representatives offer impartial and independent advice and arrange Mortgages and related, Non-Investment, Life and General Insurance.

#### **Our Services**

The Company offers mortgages and other home finance products from the whole market and a full advice and recommendation service so that You have an informed choice of Your mortgage and related insurances. We are authorised to advise on and recommend Lifetime mortgage an home reversion plans.

#### **The Scope of our Services**

The Company and its Appointed Representatives will advise and make recommendations for You after they have obtained, recorded and assessed Your needs. Any advice given or recommendations made will take into account Your stated objectives/needs, Your appreciation of mortgage risk and any restrictions You place on the type of mortgage or related products.

#### **Instructions from You**

The Company normally asks You to give written instructions in order to avoid possible disputes. The Company will, however, accept Your oral instructions, provided they are confirmed in writing.

The Company may prior to acting on Your behalf require production of adequate evidence of Your identity/residence. You hereby agree to provide such evidence on request.

The Company's authority to act on Your behalf may be terminated at any time without penalty and without prejudice to the completion of transactions already initiated, by either party giving immediate notice in writing to that effect to the other. Transactions in progress at the time of termination shall be processed to completion as if the termination had not taken place, unless specifically aborted by you in writing.

#### **Conflicting Interests**

The Company offers independent advice but occasions can arise when it, or one of its Appointed Representatives or another client, will have some form of interest in business, which the Company is transacting for You. If this happens, or the Company becomes aware that its interests or those of one of its Appointed Representatives or other clients, conflict with Your interests, the Company will inform You in writing and will obtain Your consent before carrying out Your instructions.

#### **Remuneration**

Arranging a mortgage for You may involve Arrangement, Booking, and Valuation fees and the payment of commission (Procuration fee) to the Company by the relevant lender/product provider. You should refer to the Initial Disclosure Document supplied, concerning the charging and refund of fees. All fees and commissions applicable will be disclosed to You in the Suitability Report.

Where you abort a transaction which results in the Company having to repay all, or a portion, of commissions/fees earned, the Company reserves the right to charge You an amount based on the time spent in respect of the aborted transaction. The Company will not, however, levy such a charge where You abort a transaction pursuant to a Cancellation Notice issued by the relevant Product Provider.

### **Client Money**

**THE COMPANY DOES NOT HANDLE CLIENT MONEY OR ASSETS.** The Company never accepts cheques made out to the Company/ Appointed Representatives (unless it is in settlement of Arrangement Fees which have been invoiced) or handles cash. All cheques for premiums or any mortgage related payments must be made payable to the product provider/lender.

### **Documentation and Information**

The Company will forward to You all documents concerning the matters they have arranged for You as soon as practicable after they receive them. Where a number of documents relating to a series of transactions is involved, the Company will normally hold each document until the series is complete, then forward them to You.

The Company may, in appropriate circumstances, place Your mortgage related insurance business through another authorised broker, arrange for You to deal directly with the relevant Insurer, or make special arrangements with a particular Insurer concerning the issue of policies or the handling of claims. In such circumstances, the Company will advise You accordingly.

The Company will also provide You with information relevant to Your mortgage needs, covering such items as an explanation of the main repayment methods and the implications of taking out a mortgage. All advice given and recommendations made, including the underlying reasoning will be confirmed to You in a Suitability Report.

You are fully responsible for the disclosures within and accuracy of any Form, Application or Proposal signed by You, notwithstanding any assistance that may have been given to You by the Company's staff, Advisers or Appointed Representatives in the completion of such documentation. The Company will not be liable, in the event of a claim on any insurance product, the commencement of which is unavoidably delayed owing to the relevant Adviser being engaged on other business or away or leave. You should note that the Company has no authority to handle claims on behalf of Insurers.

### **Record Keeping**

The Company keeps records of all business transacted on Your behalf for at least six years.

You or Your agent may inspect any information relating to Your transactions. The Company treats all client records as confidential and reserve the right to provide copies of Your records only, rather than allow access to the records containing information on other clients. Any personal or financial information which You provide will be stored and used by the Company (the data controller), Your Adviser, or the relevant Appointed Representative to set up, advise on and service Your mortgage and related arrangements. The Company may disclose this information to third parties for these purposes or where required to do so by law. By accepting this document You consent to such storage/use.

The Company may, from time to time, contact You in relation to products or services they believe may be of interest to You, unless You specifically instruct the Company not to do so

### **Complaints, Claims and Client Classification**

If You wish to register a complaint or make a claim about the service You have received from the Company, please refer to clauses 6 & 7 of our Initial Disclosure Document supplied:

The Firm's (Company's) Complaints Procedure (copy of which is available on request) is without prejudice to the client's rights to lodge a formal complaint with the Financial Ombudsman Service.

The Firm (Company) reserves the right to seek and enforce reimbursement from you its expenses should a complaint you make against it through the Financial Ombudsman Service be found by them to be vexatious or frivolous.

Customers (Clients) to whom these Terms apply are classified under the FSA Rules as "Retail" and "Large Business" customers for Mortgage business.

For General Insurance transactions, they are classified as "Retail" or "Commercial" customers. Clients classified as "Large Business" or "Commercial" customers will normally have lesser rights to information disclosure, complaints and compensation than those classified as "Retail" customers. For the purposes of these Terms, You, the undersigned, are classified as:

RETAIL or LARGE BUSINESS/COMMERCIAL customers *(Delete as appropriate)*

**You should note, at all times that, YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR OTHER LOAN SECURED ON IT. THINK CAREFULLY BEFORE SECURING OTHER DEBTS AGAINST YOUR HOME. BUY TO LET (PURE) AND COMMERCIAL MORTGAGES ARE NOT REGULATED BY THE FSA.**

These Terms came into force in September 2009 and are governed by and construed in accordance with English Law and is subject to the jurisdiction of the English Courts

**RECEIPT**

I / We acknowledge receipt of the-

- Initial Disclosure Document
- Terms Of Business

and agree to abide by the Terms of Business supplied.

RETAIL  
LARGE BUSINESS/COMMERCIAL customers  
*(Delete as appropriate)*

**Signed** :...../.....

**Name(s)**:...../.....

**Dated:** .....

**Self Certification of Income Statement for mortgages if applicable**

You wish me to make an application to a lender on a 'self certification' basis. You take full responsibility for the amount of income disclosed to the lender and you agree not to hold me responsible now or in the future.

Client 1..... Client 2.....Date.....