

## **Disclosure Document**

Active Brokers Limited is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 488342. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. The FCA is the independent watchdog that regulates financial services. Use this disclosure document to decide if our services are right for you. It explains the service we offer and how you will pay for it.

### **1. OUR IDENTITY & SERVICE**

Active Brokers Limited, Cables House, Hall Street, Chelmsford, Essex, CM2 0HG  
Our service and permitted business includes advising and arranging mortgages and insurance products as stated below:

#### **Insurance**

We will advise and make a recommendation to you after we have assessed your insurance needs.

We can offer products from a range of insurers including Life Insurance, Critical Illness, Income protection, Home insurance and Landlords Insurance.

We can offer products from a limited number of insurers including Private Health Insurance. Ask us for a list of insurers we offer insurance from.

#### **Mortgages**

We will advise and make a recommendation to you on residential mortgages, second charge, further advances, consumer buy to lets after we have assessed your needs.

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

#### **Alternative Finance Options**

Note: If you are looking to increase your borrowing on an existing mortgage then there are a few options available to you, including:

- ✓ Further advance with your existing Lender;
- ✓ Second charge regulated mortgage.

We are required to inform you of the alternative options available to you so that you can consider them against your personal circumstances. We will not provide advice on whether unsecured lending, such as a personal loan are more suitable for you. We will however provide advice on a further advance or second charge regulated mortgage.

### **2. SERVICE COSTS**

#### **Insurance**

We do not charge a fee for our service as we are paid commission from the Insurer.  
You will receive a quotation from us informing you of any other fees relating to the insurance policy.

#### **Mortgages**

We charge a fee of **up to 2%** of the mortgage payable on application.  
We will also be paid commission from the lender.  
Please refer to the Terms of Business below.

You will receive a European Standardised Information Sheet (ESIS) when considering a particular mortgage which will tell you about any fees relating to it. It will also include the actual amount of commission we will receive.

If we charge you a fee, and your mortgage does not go ahead, you will receive:  
A full refund if the lender rejects your application due to an error made by Active Brokers.  
No refund if you decide not to proceed or provide information that is inaccurate.

### **3. COMPLAINTS**

It is our intention to provide you with a high level of customer service at all times. If there is an occasion when we do not meet these standards and you wish to register a complaint please contact us by:  
Address: Complaints Department, Active Brokers Limited, Cables House, Hall Street, Chelmsford, Essex, CM2 0HG or by phone: 01245 850 150.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### **4. FINANCIAL SERVICES COMPENSATION SCHEME**

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**

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Where the firm has not taken steps and caused a contract not to be effected by an Insurer on a Pure Protection Policy or General Insurance claim arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, then 100% of the claim is covered.

#### **Mortgages**

Mortgage advising and arranging is covered up to a maximum limit of £50,000.  
Further information about the compensation scheme arrangements is available from the FSCS.

## **Terms of Business**

These terms of business should be read in conjunction with the Disclosure Document about our services. Together these documents provide important information about our services, Active Brokers Limited (referred to in these terms of business as “**ACTIVE**”), of Cables House, Hall Street, Chelmsford, Essex CM2 0HG. Active 07 is authorised and regulated by the Financial Conduct Authority (“**FCA**”). The FCA registration number of Active is 488342.

### **1.1 Methods of Communication**

You agree that you may communicate with us, and we may communicate with you, via telephone (mobile or otherwise including SMS), post, email or fax. For these purposes, our contact details are as follows.

By Writing: As above  
By Fax: 01245 200345

By Telephone: 0800 0284268  
By Email: info@activebrokers.co.uk

### **1.2 Our Services**

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on the right to cancel or whether no right to cancel arises, and any other early termination rights and penalties, will be covered in the relevant product disclosure information. This will be supplied to you before you conclude any contract.

Some products we have arranged for you will be kept under review (typically 2 – 5 years intervals), unless at your review we assess and agree there is no need for any further reviews. If you do not require the review service you can specifically request this not to be part of the advisory package provided by us to you.

Active maintains Professional Indemnity Insurance with regard to advice provided to you in respect of any of the following products: non-investment insurance contracts; general insurance; mortgage contracts; commercial insurance.

### **1.3 Mortgage Broker Fees**

The fee covers the cost to carry out all or part of the following and is by no means limited to:

1. Initial Fact Find Review
2. Extensive Product Research
3. Affordability assessment (Liaising with accountants where applicable)
4. Presentation and Recommendation for Mortgage and Insurance
5. Agreement In Principle (AIP) and application submission
6. Suitability Report detailing your current situation and suitable recommendations
7. (If Applicable) Charge for additional work required for non-conforming mortgages
8. Progressing of the mortgage application
9. Keeping in regular contact with you, solicitors and estate agents
10. Offer checking, assistance and advice through to completion

We aim to handle the whole application on your behalf to make it easy and efficient for you.

In addition to the broker fee, Active will be paid commission from the Provider who lends the money.

We will always look to re-mortgage your property in the future with no additional broker fee. However if your circumstances have changed e.g. as below your adviser will discuss it with you at that time.

If we charge you a fee, and your mortgage does not go ahead, you will receive:

- A full refund if the lender rejects your application due to an error made by Active Brokers.
- No refund if you decide not to proceed or provide information that is inaccurate.

### **1.4 Risk**

We will not accept client money other than in respect of fees payable to us, for which you will receive an invoice payable within 7 days.

### **1.5 Information provided by you**

It is your responsibility to provide complete and accurate information to us, or any provider or lender, at every stage of the relationship. It is important that you ensure all statements that you make to us or any provider or lender, are true and accurate and that you fully disclose all material information when requested to do so.

If you fail to disclose any material information to us or to any provider or lender, this could invalidate your policy or loan or mortgage agreement. We cannot be held responsible for your failing to disclose relevant information when requested to do so.

### **1.6 Conflicts of interest**

Circumstances can arise where we, Active or one of our other clients has an interest in business being transacted for you. If this happens, or we become aware that our interests, or those of one of our other clients, conflict with your interests, 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.

### **1.7 Data protection**

You can be assured that we will keep all of your personal information private and confidential, even when you are no longer a client, except where disclosure is made at your request or with your consent, in accordance with these terms of business or where the terms of the Express Consent Form apply. We cannot be held responsible for the information held on your file becoming inaccurate due to a change in your circumstances if you fail to inform us of such changes.

“Active Brokers” for the purposes of the Data Protection Act 1998 (“**DPA**”) will process your personal data to provide you with advice, to progress any application you may choose to make with a product provider or lender, to comply with any regulatory requirement of the FCA and to market to you in the future in accordance with the terms of the Express Consent Form. Under the terms of the DPA you have the right to view any personal data we may store in relation to you. A small charge will be made for providing you with this data. Please write to us in the first instance outlining your request.

You acknowledge and accept that your personal data will be stored by Active Brokers and this data will be held on paper files, and/or computer files for 5 years, or if longer than 5 years, the duration of our relationship with you the client, or in the case of a record relating to a pension transfer, pension opt-out or free standing addition voluntary contribution scheme, indefinitely.

In the course of providing you with advice and/or to ensure Active Brokers each meet their respective obligations to the FCA regarding the monitoring of the standard of the advice provided to you, some or all of your personal data may be disclosed to (a) product providers, (b) lenders (c) packagers (d) regulators (such as the FCA or the Financial Ombudsman) (e) compliance consultants (f) Active Brokers monitoring officials (g) and our professional advisers and consultants, as and when necessary. Such data will be disclosed on a confidential basis and in accordance with the DPA to any such third parties.

### **1.8 Amendment and termination**

We reserve the right to amend these terms of business without your consent. In this event, we will notify you in advance of any changes.

Either party has the right to terminate our relationship at any time without penalty. Notice of this termination should be provided in writing, as this will ensure that no confusion arises between us. We will however, accept oral instructions, which we will then confirm to you in writing. Written instructions to terminate our business relationship may be given to us at any time by either party, however where we have undertaken work on your behalf for which a fee is due, we reserve the right to charge you that fee. Termination will not effect any transactions we have already arranged for you, or are in the process of arranging.