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## Wilfred Leach & Company

31 Otley Road, Shipley, West Yorkshire, BD17 7DE

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### 1 The Financial Conduct Authority (FCA)

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The FCA is the independent watchdog that regulates financial services in the UK,

Wilfred Leach & Co is authorised and regulated by the Financial Conduct Authority. Our FCA register number is 141375.

Wilfred Leach & Co permitted business is arranging and advising on general insurance, protection and mortgages.

You can check this on the FCA's Register by visiting their Website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by calling the FCA on 0845 606 1234.

### 2 Whose products do we offer?

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#### Insurance

- We offer products from a range of insurers for term assurance, income protection, buildings and contents and accident, sickness & unemployment cover.

#### Mortgages

- We offer mortgages from the whole market on a directly authorised basis.

### 3 Which service will we provide you with?

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#### Insurance

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

#### Mortgages

- We will advise and make recommendations for you after we have assessed your needs, you have the choice to proceed on an advised basis or an execution only basis.

### 4 What will you have to pay us for our services?

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#### Insurance

- No fee. We will receive commission from the insurer: the amount of the commission will be a proportion of the premiums you pay for your insurance product.

#### Mortgages

- A fee is payable for our services (in addition to any commission received from the provider). You will receive a fee agreement as well as a Key Facts Illustration when considering a particular mortgage which will tell you about any fees relating to it.

### 5 What to do if you have a complaint?

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If you wish to register a complaint, please contact us:

....in writing                      Write to Wilfred Leach & Co, 31 Otley Road, Shipley, West Yorkshire, BD17 7DE

....by phone                      Telephone 01274 583856

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

### 6 Are we covered by the Financial Services Compensation Scheme (FSCS)?

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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.

Home reversion schemes are not covered by the FSCS.

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

# **Our Terms of Business for Mortgages & Insurance**

1. This agreement is issued on behalf of Wilfred Leach & Co of 31 Otley Road, Shipley, West Yorkshire, BD17 7DE who can also be contacted or by telephone on 01274 583856 or by email at wilfredleach@btconnect.com

## **Authorisation Statement**

Wilfred Leach & Co is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the FCA's Register by visiting the FCA's website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) under firm reference number 141375 or by contacting the FCA on 0845 606 1234.

2. **Commencement of Client Agreement**

The Financial Services and Markets Act 2000, requires that we explain the main aspects of the way we operate, and how this affects you, the client. This Client Agreement will be effective from the date of receipt but may be amended by us following any initial interview intended to ascertain your current financial situation, objectives, and attitude to financial risk. Any such amended Client Agreement will be sent to you within 10 working days of that interview. However, irrespective of any amendments arising from such interviews, we reserve the right to amend the terms of this letter without your consent, but we will give at least 10 business days notice before conducting relevant business, unless we consider it to be impracticable to do so under the circumstances at that time.

3. **Client Monies**

WE DO NOT HANDLE CLIENT MONIES. All cheques for premiums of any kind and valuation fees, etc. must be made payable to the Life Office, Lender, Insurance Company or other relevant Companies.

4. **Mortgage and Insurance Objectives**

Following the issue of this letter, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any instructions you wish to make regarding the type of mortgage or insurance policies you are willing to consider. Details of your stated objectives will be included in the Suitability Report or Demands and Needs Statement we issue to you confirming the reasons for our recommendations.

5. **Restrictions**

Unless advised to the contrary, we will assume that you wish to place no restriction on the types of mortgages or insurances we may recommend. Furthermore, unless advised to the contrary, we will assume that you wish to place no restriction on the markets in which transactions are to be executed.

A full listing of products is available from your adviser upon request.

6. **Your protection**

In most cases you can exercise a right to cancel, by withdrawing from the contract recommended to you. In general terms you will have a 30 day cancellation period for a pure protection policy and a 14 day cancellation period for a general insurance policy. Please note that in most instances you will not be able to exercise a right to cancel a mortgage contract, unless the contract is concluded at a distance (i.e. no face to face advice), at which point you will have a 14 day cancellation period. Additionally, any contracts arranged at your explicit consent (normally referred to as "execution only") do not provide cancellation rights.

The start of the cancellation period will normally begin, for pure protection policies, when you are informed that the contract has been concluded or, if later, when you have received 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.

7. **Client Categorisation**

The Financial Conduct Authority has a number of different classifications of client, which have differing levels of regulatory protection. We believe in providing our clients with full regulatory protection and we have, therefore, classified you as follows in respect of the following types of business.

Insurance Business: A Consumer (from Consumer and Commercial); and  
Mortgage Business: A Customer (from Customer or Large Business Customer).

8. **Services which are not regulated by the Financial Conduct Authority**

Some of the services provided by us may be not regulated by Financial Conduct Authority since they are not included within the Financial Services and Markets Act 2000. Where we intend to provide advice in relation to unregulated activities, we will confirm to you what these services are and the fact that they are not regulated by the Financial Conduct Authority.

9. **Client Relations**

When you have instructed us to arrange a specific contract or contracts no further advice will be given unless it is requested by you or we have an agreement confirmed in writing to provide periodic reviews. We will, however, if no agreement is in place be pleased to advise you at any time should you require further assistance.

10. **Personal Interests**

Occasions can arise where we, or one of our other customers, will have some form of interest in business which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

11. **Calls**

In addition to making calls at your express invitation, we may call on you at intervals to review your requirements. This will not affect any statutory right of cancellation you may have. Calls will not be made on a Sunday or between 9pm and 9am on any other day.

12. **Advice and Instructions**

Any advice given to you by us shall be in writing. 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. We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information pertaining to other parties would be disclosed.

13. **Termination**

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.

14. **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.

## 15. **Data Protection**

The information you provide is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the Financial Services Authority or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take responsible steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01274 583856 or in writing at 31 Otley Road, Shipley, West Yorkshire, BD17 7DE.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

As an Authorised Firm we may provide information to our regulators and their successor. We may also provide information to our auditors.

We shall disclose information to relevant authorities where we are required to do so by law. With regard to Money Laundering & Financial Crime, we are legally obliged to verify the identity of our customers and retain these records. We will report suspicious transactions to the National Criminal Intelligence Unit.

We will retain records for a minimum period of 5 years.

## 16. **Material Interests**

In accordance with the rules of our regulator, The Financial Conduct Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

### **Force Majeure**

Wilfred Leach & Co 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.