DAS Finance Ltd Trading as DAS Finance MORTGAGE AND INSURANCE

TERMS OF BUSINESS AGREEMENT (TOBA)

The following Terms of Business Agreement (TOBA) provides you with essential details and key information about DAS Finance Ltd and the services that we will provide you with.

1. The Financial Conduct Authority (FCA)

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. DAS Finance Ltd are authorised and regulated by the FCA. Our Firm Reference Number is 912717.

Mortgages: We are permitted to advise on and arrange regulated mortgage contracts and consumer buy-to-let mortgage contracts. Professional buy-to-let mortgages are *not* regulated by the FCA, meaning these services will not be subject to FCA rules and you will not be afforded additional levels of consumer protection that apply to regulated residential or consumer buy-to-let mortgages.

General Insurance and Pure Protection: We are permitted to arrange non-investment insurance contracts and act solely as an insurance intermediary. We do not underwrite insurance.

You can check our regulatory details on the Financial Services Register: https://register.fca.org.uk

2. Whose products do we offer?

For residential (owner occupier) and consumer buy-to-let first and mortgage contracts: We can advise on and arrange mortgages from a comprehensive range of lenders across the whole of the market, except for products that can only be obtained by applying directly to the lender.

For professional buy-to-let and commercial mortgage contracts: We can advise on and arrange mortgages from a limited panel of lenders, which does not represent the whole of the market.

For General Insurance: We can advise on and arrange insurance products from a limited panel of insurers, not the whole market, and therefore operate as a restricted broker. We do not hold a direct or indirect holding of 10 percent or more in any insurer, nor does any insurer other than a pure reinsurer or its parent company hold such a stake in our firm. When arranging insurance, we act on your behalf as the customer, not on behalf of any insurer. A list of providers we can arrange policies from is available at the end of this document.

For Pure Protection: We can advise on and arrange policies from across the whole of the market. We do not hold a direct or indirect holding of 10 percent or more in any insurer, nor does any insurer other than a pure reinsurer or its parent company hold such a stake in our firm. When arranging protection products, we act on your behalf as the customer, not on behalf of any insurer. A list of providers we can arrange protection policies from is available upon request.

In some cases, we may use the services of other firms such as brokers, intermediaries, underwriters, cover-holders or agents to place your insurance, and where this occurs, we will confirm the name of the firm used and the insurer underwriting your policy.

3. Which service will we provide you with?

For residential (owner occupier) and consumer buy-to-let mortgage contracts: You will receive advice and a personal recommendation from us as to what we believe to be the most suitable mortgage product for your requirements. We do not advise on the suitability of the purposes for which any capital is being raised, other than purposes related to Debt Consolidation.

For professional buy-to-let & commercial mortgage contracts: We provide our services on a non-advised basis. You will not receive any advice or personal recommendation from us. We will ask questions to establish your demands and needs and will provide sufficient information on what we believe to be a suitable product, but not necessarily the most suitable product. This information is intended to help you make an informed decision about how to proceed. You are responsible for ensuring that any product you choose meets your specific mortgage requirements.

For residential (owner occupier) and consumer buy-to-let product transfers: We provide our services on an advised basis, as with other regulated residential mortgage contracts. We may also provide this service on an execution-only basis if requested. In all cases, we will arrange the product on your behalf.

For professional buy-to-let product transfers: We provide our services on a non-advised basis. We may also provide this service on an execution-only basis if requested. In all cases, we will arrange the product on your behalf.

Please note that we do not continuously monitor rate changes from your lender or from other lenders. If you wish to check whether a more suitable product has become available at any time, you should contact your adviser. Changing to a different lender or product may involve additional fees or timing implications.

For General Insurance and Pure Protection: We provide our services on a non-advised basis. You will not receive advice or a personal recommendation from us. We will ask questions to establish your demands and needs and will provide sufficient information on what we believe to be a suitable product, but not necessarily the most suitable product. This information is intended to help you make an informed decision about how to proceed. You are responsible for ensuring that any product you choose meets your specific mortgage requirements. In all cases, we will arrange the product on your behalf. If your circumstances change and you require amendments to the policy terms, we will assist you with the process, subject to the insurer agreeing to the change. The insurer may apply an additional fee or premium adjustment. We do not provide advice in relation to claims, but where you request this, we will notify the insurer of your claim and can introduce you to an independent loss assessor.

For Pure Protection: You will receive advice and a personal recommendation from us as to what we believe to be the most suitable pure protection product for your requirements. In all cases, we will arrange the product on your behalf. If your circumstances change and you require amendments to the policy terms, we will assist you with the process, subject to the insurer agreeing to the change. The insurer may apply an additional fee or premium adjustment. We do not provide advice in relation to claims, but where you request this, we will notify the insurer of your claim and can introduce you to an independent loss assessor.

4. Disclosure of Information

It is important that you understand that any information, statements, or answers made by you to us or your Insurer are your responsibility and must be correct, as failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover. These facts must be disclosed at the earliest opportunity and certainly at each renewal. Circumstances which may be considered material include but are not limited to special or unusual facts relating to the risk, any particular concerns which led you to seek insurance cover and anything which would be understood as being something that should be disclosed for the type of risk in question.

If you are unsure whether a fact or circumstance should be disclosed, or whether the duty of disclosure information continues throughout the period of your policy you should disclose the information anyway as failure to do so may lead your insurer to reduce its claim payment, apply additional terms or even void your policy. Responsibility for this is solely yours as we cannot be expected to have known facts which have not been disclosed to us. Please keep copies of any documentation sent to you for future reference.

5. What will you have to pay for the service?

For residential (owner occupier) and consumer buy-to-let mortgage contracts: A broker fee of £1,500 for standard cases, or £2,995 for non-standard cases, is payable upon receipt of a valid mortgage offer. This fee is non-refundable once a mortgage offer has been issued.

The following are non-standard cases:

- Where personal income is not sufficient for affordability and company net profit must be used
- Where applicants have adverse credit
- Where applicants are not normally resident in the UK
- Cases involving debt consolidation

We typically will also receive a commission from the lender, typically a percentage of the total loan amount up to 0.75%. The exact commission, which may vary depending on the lender or product selected, will be disclosed to you in writing before your mortgage application is submitted. Any commission we receive from the lender will not affect the total amount you repay, nor will it influence the fees or interest rates charged by the lender.

For professional buy-to-let & commercial mortgage contracts: A broker fee of 0.5% of the total mortgage loan amount, or a minimum of £1,500, is payable upon receipt of a valid mortgage offer. This fee is non-refundable once a mortgage offer has been issued.

We typically will also receive a commission from the lender, typically a percentage of the total loan amount up to 2%. The exact commission which may vary depending on the lender or product selected, will be disclosed to you in writing before your mortgage application is submitted. Any commission we receive from the lender will not affect the total amount you repay, nor will it influence the fees or interest rates charged by the lender.

For General Insurance: We do not charge you a fee for this service. We will receive a commission from the insurance provider, typically a percentage of the annual gross premium up to 35%. The exact commission, which may vary depending on the provider selected, will be disclosed to you in writing prior to policy inception. Any commission we receive will not affect the charges you pay to the insurer.

For Pure Protection: We do not charge you a fee for this service. We will receive a commission from the insurance provider, typically a percentage of the annual gross premium (over an earning period of four years) up to 270%. The exact commission, which may vary depending on the provider or product selected, will be disclosed to you in writing before policy inception. Any commission we receive does not affect the amount you pay to the insurer.

6. Professional Indemnity Insurance

We conform to the FCA requirements in respect of Professional Indemnity Insurance. This type of insurance is mandatory for mortgage and insurance intermediaries.

7. Cancellation Rights

For Mortgages: We do not provide any refund should you decide not to proceed with the mortgage or loan after the offer has been issued. You do however have the right to withdraw from your mortgage or loan within 7 days of accepting the offer. This does not affect your statutory rights.

For General Insurance: If you wish to cancel your policy, please write to us at DAS Finance Ltd, Cancelations Department, 10 Alexandra Street, Southend-On-Sea SS1 1BU or call us on 08005677884 or you can contact the insurer directly as specified within your Policy Documentation. Where you request for us to cancel your policy on your behalf, we reserve the right to charge you an administration fee of £20, unless the cancellation is within 14 days from the inception or from the renewal of the policy, where no fee will be charged.

Your statutory rights are not affected.

For Pure Protection: You have the right to cancel this pure protection insurance contract within 30 days of receiving your policy documents or the policy start date, whichever is later. If you cancel within this period, you will receive a full refund of any premiums paid, unless a claim has been made or cover was provided, in which case a proportionate charge may apply. You can cancel at any time by contacting us by phone, email, or in writing, using the contact details provided in your policy documents. If you cancel after the 30-day cooling-off period, no refund will usually be given. This policy does not have a cash-in value at any time.

8. What to do if you have a complaint?

If you wish to register a complaint, please write to us at DAS Finance Ltd, Complaints Department, 10 Alexandra Street, Southend-On-Sea SS1 1BU or call us on 08005677884. If you wish to obtain a copy of the firm's Complaint Handling Procedure, please be in contact with DAS Finance Ltd.

Please be assured that we treat complaints seriously. If your complaint is related or partially related to services provided by a third-party provider, we will notify you of such and (unless otherwise mandated by the third-party provider once we have obtained your consent) forward your complaint to the relevant third-party provider.
For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS'). You can write to them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, or by email to complaint.info@financial-ombudsman.org.uk You can also call 0300 123 9123 or (18002) 020 7964 1000 using next-generation text relay.
Full details can be found on the FOS website at www.financial-ombudsman.org.uk.

9. We Are Covered by the Financial Services Compensation Scheme (FSCS)

For residential (owner occupier) or consumer buy-to-let mortgage contracts: You may be entitled to compensation from FSCS of up to a maximum of £120,000, if we cannot meet our obligations. This depends on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk

For professional buy-to-let or commercial mortgage contracts: You are not covered by the FSCS.

For insurance contracts: You may be entitled to compensation from FSCS of 90% of the claim for optional insurance policies or 100% of the claim for compulsory insurance policies.

10. Data Protection

DAS Finance Ltd is registered with the Information Commissioner's Office, and we comply with the relevant Data Protection legislation. If you provide DAS Finance Ltd with Personal Data of a third party, you should only do so if you are authorised to release such information by the data subject.

You hereby authorise DAS Finance Ltd to provide your Personal Data to any relevant providers for whom DAS Finance Ltd wish to make an application on your behalf, although any Sensitive Personal Data will not be obtained or disclosed without providing you the reasons, or without obtaining your explicit permission to do so. The information you provide is subject to the Privacy Notice of the firm, a copy of which has been provided to you together with this TOBA. You may request confirmation of the information we hold about you, to which we will respond within 30 days. You consent to us, or any company associated with us, processing your Personal Data in accordance with the Privacy Notice of the firm. If you wish to obtain a copy of the firm's Privacy Notice, please write to us at DAS Finance Ltd, 10 Alexandra Street, Southend-On-Sea SS1 1BU or call us on 08005677884.

We may undertake checks via credit reference and fraud prevention agencies to manage your account with us. Please note that these checks should not affect your credit rating. Furthermore, any of our Product Providers (including Credit Providers), may also undertake checks via credit reference and fraud prevention agencies to obtain information with regards to your credit profile. This may affect your credit rating and eventually can prevent you from obtaining credit or other financial products in the future.

We may communicate with you via various methods including email. Although all of our emails are scanned for viruses, it is recommended that any attachment(s) be scanned by yourselves as we cannot be held liable for any loss or damage caused by software viruses. If you choose to communicate with us via email, please be aware that email communications without the use of encryption, may not be the safest method of communication. If you wish to guarantee the safety and confidentiality of any information you send to us via email, encryption methods should be used.

I/We hereby confirm that I/we have received, read and understood this Terms of Business Agreement and understand that this forms the terms of business between myself/us and DAS Finance Ltd.

Applicant One		**Applicant Two**	
Name:	____________________	Name:	____________________
Signature:	____________________	Signature:	____________________
Date:	____________________	Date:	____________________

Insurance Products and Provider Table

Providers	Buildings and Contents	Commercial*	Commercial Buildings	Personal Lines	Household	HNW**	Landlords Buildings***	Travel
Wholesale Brokers								
Berkeley Alexander	✓	✓	✓	✓	✓	✓	✓	✓
Uinsure	✓	✓	✓	✓	✓	✓	✓	

** Commercial Policies*
*** High Net Worth Policies (e.g. for Buildings which have rebuild costs in excess of £300,000 and Contents Insured in excess of £80,000)*
**** Does not include any Rent Guarantee*